



AGENDA
CITY OF LAKE WORTH BEACH
REGULAR CITY COMMISSION MEETING
CITY HALL COMMISSION CHAMBER
TUESDAY, OCTOBER 03, 2023 - 6:00 PM

ROLL CALL:

INVOCATION OR MOMENT OF SILENCE: led by Commissioner Reinaldo Diaz

PLEDGE OF ALLEGIANCE: led by Mayor Betty Resch

AGENDA - Additions / Deletions / Reordering:

PRESENTATIONS: (there is no public comment on Presentation items)

- A. Proclamation declaring October 2-8, 2023 as Florida Climate Week
- B. Proclamation declaring October 2-6, 2023 as Customer Service Week
- C. Proclamation declaring October 2023 as LGBT History Month
- D. Proclamation declaring October 2023 as Breast Cancer Awareness Month
- E. Proclamation declaring October 2023 as Domestic Violence Awareness Month
- F. PBSO Crime Stats Update by Capt. Todd Baer

COMMISSION LIAISON REPORTS AND COMMENTS:

CITY MANAGER'S REPORT:

CITY ATTORNEY'S REPORT:

- A. [Presentation regarding the new Form 6 reporting requirement for elected officials](#)

PUBLIC PARTICIPATION OF NON-AGENDAED ITEMS AND CONSENT AGENDA:

APPROVAL OF MINUTES:

- A. [Regular Meeting - September 5, 2023](#)
- B. [Pre-Agenda Work Session - September 8, 2023](#)
- C. [Special Meeting \(1st Budget Hearing\) - September 14, 2023](#)

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

- A. [Proclamation declaring October 10, 2023 as Taiwan's 112th National Day](#)
- B. [Fiscal Year 2024-2025 Florida Recreation Development Assistance Application for Sports Lighting at Northwest Park](#)

UNFINISHED BUSINESS:

- A. [Consideration of Utilizing Transfer Development Rights Trust Funding for Year Two of Mobility Plan](#)

NEW BUSINESS:

- A. [Purchase Order with Rep Services, Inc., to acquire Beach Playground equipment](#)
- B. [Third Amendment to Retail Lease with NuStart, Ltd., the current tenant/assignee.](#)
- C. [Work Order #11 with The Paving Lady](#)
- D. [Discussion regarding FY 2024 Legislative Requests](#)

UPCOMING MEETINGS AND WORK SESSIONS:

October 13 - Pre-agenda Work Session @ 9 AM
October 17 - Regular Meeting @ 6 PM

ADJOURNMENT:

The City Commission has adopted Rules of Decorum for Citizen Participation (See Resolution No. 13-2023). The Rules of Decorum are posted within the City Hall Chambers, City Hall Conference Room, posted online at: <https://lakeworthbeachfl.gov/government/virtual-meetings/>, and available through the City Clerk's office. Compliance with the Rules of Decorum is expected and appreciated.

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)

STAFF REPORT REGULAR MEETING

AGENDA DATE: October 3, 2023

DEPARTMENT: City Attorney

TITLE:

Presentation regarding the new Form 6 reporting requirement for elected officials

SUMMARY:

City Attorney Torcivia will give an overview of the new reporting requirement established by the State Legislature for elected officials

BACKGROUND AND JUSTIFICATION:

Currently, elected members of a governing body are required to file a limited financial disclosure (Form 1) with the Florida Commission of Ethics. Senate Bill 774, enacted earlier this year, amends Florida Statute section 112.3144(1)(d) to require elected members of a governing municipal body to file a Full Disclosure of Financial Interests (Form 6) starting January 1, 2024.

It is important for City Commissioners to understand these new requirements because failure to comply can result in penalties including but not limited to fines and/or removal from office. Further, any Commissioner who does not wish to be subject to the Form 6 reporting requirements must submit their resignation on or before December 30, 2023. The attached presentation covers the new reporting requirements; addresses frequently asked questions, such as when Commissioners must report their spouses' income and assets; and includes information from the Palm Beach County Supervisor of Elections concerning the procedures to be followed if qualifying periods need to be extended due to late December resignations.

MOTION:

N/A

ATTACHMENT(S):

Fiscal Impact Analysis – N/A
Presentation

Senate Bill 774 (Form 6)

New Financial Disclosure Requirements For Local Officials

Presented by: Glen J. Torcivia, Esq

October 3, 2023

Overview of SB 774

- Amended F.S. § 112.3144(1)(d) to requires elected members of a governing municipal body to file a Full Disclosure of Financial Interests (Form 6) with the Florida Commission on Ethics.
 - Filing deadline is July 1st
- The disclosure form is a public record and is required by law to be posted to the Commission's website

Who Do New Financial Disclosure Requirements Apply To?

- Mayors
- Elected members of the governing body of a municipality
- Any individual appointed to replace an elected official for the remainder of a term

When Do New Financial Disclosure Requirements Take Effect?

- SB 774 takes effect on January 1, 2024
- Resignations during calendar year 2023
 - Elected officials who resign from office must file a final financial disclosure within 60 days of leaving office
 - Form 1 filers use Form 1F
 - Form 6 filers use Form 6F
 - Per the Florida Commission on Ethics, to be eligible to file Form 1F, the official must leave office on or before **December 30, 2023**

What Financial Information Must Be Included In Form 6 or Form 6F

- Net Worth
- Assets (valued over \$1,000)
- Liabilities (valued over \$1,000)
- Income
- Interests in specified businesses

FORM 6	FULL AND PUBLIC DISCLOSURE OF FINANCIAL INTERESTS	2021
Please print or type your name, mailing address, agency name, and position below:		FOR OFFICE USE ONLY:
LAST NAME — FIRST NAME — MIDDLE NAME:		
MAILING ADDRESS:		
CITY :	ZIP :	COUNTY :
NAME OF AGENCY :		
NAME OF OFFICE OR POSITION HELD OR SOUGHT :		
CHECK IF THIS IS A FILING BY A CANDIDATE <input type="checkbox"/>		
PART A -- NET WORTH		
Please enter the value of your net worth as of December 31, 2021 or a more current date. [Note: Net worth is not calculated by subtracting your <i>reported</i> liabilities from your <i>reported</i> assets, so please see the instructions on page 3.]		
My net worth as of _____, 20____ was \$ _____.		
PART B -- ASSETS		
HOUSEHOLD GOODS AND PERSONAL EFFECTS: Household goods and personal effects may be reported in a lump sum if their aggregate value exceeds \$1,000. This category includes any of the following, if not held for investment purposes: jewelry, collections of stamps, guns, and numismatic items; art objects; household equipment and furnishings; clothing; other household items; and vehicles for personal use, whether owned or leased.		
The aggregate value of my household goods and personal effects (described above) is \$ _____		
ASSETS INDIVIDUALLY VALUED AT OVER \$1,000:		
DESCRIPTION OF ASSET (specific description is required - see instructions p.4)	VALUE OF ASSET	
PART C -- LIABILITIES		
LIABILITIES IN EXCESS OF \$1,000 (See instructions on page 4):		
NAME AND ADDRESS OF CREDITOR	AMOUNT OF LIABILITY	
JOINT AND SEVERAL LIABILITIES NOT REPORTED ABOVE:		
NAME AND ADDRESS OF CREDITOR	AMOUNT OF LIABILITY	

PART D -- INCOME			
Identify each separate source and amount of income which exceeded \$1,000 during the year, including secondary sources of income. Or attach a complete copy of your 2021 federal income tax return, including all W2s, schedules, and attachments. Please redact any social security or account numbers before attaching your returns, as the law requires these documents be posted to the Commission's website.			
<input type="checkbox"/> I elect to file a copy of my 2021 federal income tax return and all W2's, schedules, and attachments. [If you check this box and attach a copy of your 2021 tax return, you need not complete the remainder of Part D.]			
PRIMARY SOURCES OF INCOME (See instructions on page 5):			
NAME OF SOURCE OF INCOME EXCEEDING \$1,000	ADDRESS OF SOURCE OF INCOME	AMOUNT	
SECONDARY SOURCES OF INCOME [Major customers, clients, etc., of businesses owned by reporting person--see instructions on page 5]:			
NAME OF BUSINESS ENTITY	NAME OF MAJOR SOURCES OF BUSINESS' INCOME	ADDRESS OF SOURCE	PRINCIPAL BUSINESS ACTIVITY OF SOURCE
PART E -- INTERESTS IN SPECIFIED BUSINESSES [Instructions on page 6]			
	BUSINESS ENTITY # 1	BUSINESS ENTITY # 2	BUSINESS ENTITY # 3
NAME OF BUSINESS ENTITY			
ADDRESS OF BUSINESS ENTITY			
PRINCIPAL BUSINESS ACTIVITY			
POSITION HELD WITH ENTITY			
I OWN MORE THAN A 5% INTEREST IN THE BUSINESS			
NATURE OF MY OWNERSHIP INTEREST			
PART F - TRAINING			
This section applies only to officers required to complete annual ethics training pursuant to section 112.3142, F.S. [See instructions p. 6]			
<input type="checkbox"/> I CERTIFY THAT I HAVE COMPLETED THE REQUIRED TRAINING.			
OATH		STATE OF FLORIDA	
I, the person whose name appears at the beginning of this form, do depose on oath or affirmation and say that the information disclosed on this form and any attachments hereto is true, accurate, and complete.		COUNTY OF _____ Sworn to (or affirmed) and subscribed before me by means of <input type="checkbox"/> physical presence or <input type="checkbox"/> online notarization, this _____ day of _____, 20____ by _____ (Signature of Notary Public--State of Florida) (Print, Type, or Stamp Commissioned Name of Notary Public)	
SIGNATURE OF REPORTING OFFICIAL OR CANDIDATE _____		Personally Known _____ OR Produced Identification _____ Type of Identification Produced _____	
If a certified public accountant licensed under Chapter 473, or attorney in good standing with the Florida Bar prepared this form for you, he or she must complete the following statement:			
I, _____, prepared the CE Form 6 in accordance with Art. II, Sec. 8, Florida Constitution, Section 112.3144, Florida Statutes, and the instructions to the form. Upon my reasonable knowledge and belief, the disclosure herein is true and correct.			
Signature _____		Date _____	
Preparation of this form by a CPA or attorney does not relieve the filer of the responsibility to sign the form under oath.			
IF ANY OF PARTS A THROUGH E ARE CONTINUED ON A SEPARATE SHEET, PLEASE CHECK HERE <input type="checkbox"/>			

Net Worth (Part A)

- Add value of all assets
 - Aggregate value of household good and personal effects reported in Part B,
 - Value of all assets worth over \$1,000 reported in Part B, and
 - Value of any asset worth less than \$1,000 that were not reported in Part B
- Then subtract value of all liabilities
 - Total value of liabilities reported in Part C, and
 - Total value of unreported liabilities
 - Does **not** include joint and several liabilities

Assets (Part B)

- Household goods and personal effects may be reported in a lump sum if their aggregate value exceeds \$1,000
 - *E.g.*, jewelry, guns, art, furniture, vehicles for personal use (whether owned or leased)
- Assets individually valued at over \$1,000
 - *E.g.*, interests in real property; cash; stocks; bonds; bank accounts; Deferred Retirement Option Program accounts; Florida Prepaid College Plan; investment products held in IRAs, brokerage accounts, and the Florida College Investment Plan

Liabilities (Part C)

- Generally, must report liabilities over \$1,000
 - *E.g.*, accounts, notes, and interest payable; debts or obligations to governmental entities; judgments; unpaid portion of vehicle leases
- Do not have to report the following liabilities
 - Credit card and retail installment accounts
 - Taxes owed (unless the taxes have been reduced to a judgment)
 - Contingent liabilities
 - Liabilities that are solely spouse's responsibility
- Must also report joint and several liabilities
 - Example: If you and a business partner have a \$100,000 business loan from a bank, you should report \$50,000 as a personal liability and \$50,000 as a joint and several liability

Income (Part D)

- Can either complete Part D or attach a copy of complete federal income tax return including all schedules, W2's and attachments
- Income means the same as “gross income” for federal income tax purposes, even if the income is not actually taxable
 - *E.g.* compensation for services, gross income from business, gains from property dealings, interests, rents, dividends, pensions, IRA distributions, alimony (but not child support)
- Must also report Secondary Income, which only applies if:
 1. You owned during the disclosure period, more than 5% of the total assets or capital stock of a business entity, **and**
 2. You received more than \$1,000 in gross income from that business entity during the period

Interests in Specified Business (Part E)

- Must disclose if you own or owned (either directly or indirectly in the form of an equitable or beneficial interest) at any time during the disclosure period, more than 5% of the total assets or capital stock of certain types of businesses
 - State and federally chartered banks; state and federal savings and loan associations; cemetery companies; insurance companies; mortgage companies; credit unions; small loan companies; alcoholic beverage licensees; pari-mutuel wagering companies, utility companies; entities controlled by the Public Service Commission; entities granted a franchise to operate by either a city or a county government
- Must disclose if you are or were at any time during the reporting period an officer, director, partner, proprietor, or agent (other than a resident agent solely for service of process)

Reporting Spouse's Assets, Liabilities, & Income

- **Not** required to report assets or liabilities **solely** in spouse's name
- The income of your spouse need **not** be disclosed
- If there is **joint income** to you and your spouse from property you own jointly (such as interest or dividends from a bank account or stocks), you should include **all** of that income
- If you hold real or personal property jointly with another person, your interest equals your legal percentage of ownership in the property. However, assets that are held as **tenants by the entirety or jointly with right of survivorship**, including bank accounts held in such a manner, **must be reported at 100% of their value.**
- If you are **jointly and severally liable** for a debt relating to **property** you own with one or more others as **tenants by the entirety or jointly, with right of survivorship**, **report 100%** of the total amount owed.

Potential Penalties for Failure to Comply (§ 112.317 F.S.)

- Impeachment
- Removal or suspension from office
- Public censure and reprimand
- Reduction in Salary
- Forfeiture of no more than one-third of his or her salary per month for no more than 12 months
- Civil Penalty not exceeding \$20,000

Information from Supervisor of Elections Regarding December 2023 Resignations

- The Palm Beach County Supervisor of Elections (SOE) has advised that there will be no special elections in 2024. Therefore, midterm vacancies that are required to be filled by election must make it onto the March 2024 ballot.
- The normal cutoff date for qualified candidates to be placed on the March ballot is December 15, 2023. However, in anticipation of late-December resignations, the SOE is granting an extension specific to those instances subject to the below deadlines. Please note, some municipalities may have to amend their Charter to take advantage of SOE's proposed extension.
 - Municipalities will need to inform SOE no later than **January 2, 2024**, if they are going to have to add a race (or races), and which seats/races will be affected.
 - Qualifying would need to end by **12 noon on Friday, January 12, 2024**, with names/races to SOE no later than 3pm on Friday, January 12th.
 - SOE will prepare and proof the revised ballot by 12:00 noon on Friday, January 19th. SOE will then send it to the municipality, who will have to have it back to SOE by 5 pm on Monday, January 22nd.
 - If there are any revisions required, SOE will revise and have it back to the municipality by 4:00pm on Tuesday, January 23rd, with the municipality reviewing the revision and sending it back to SOE by 5pm on that same day.
 - SOE will send it to the printer that night and have ballots back by the end of the day on January 31.
 - Insert ballots on February 1st and mail out on February 2nd.

Financial Reporting Requirements for Candidates

- Currently, candidates for mayor or a governing body of a municipality are not required to complete a Form 6 at the time of qualifying for office.
- SB 774, however, also amended § 99.061(5), F.S. Pursuant to these amendments, beginning on January 1, 2024, candidates for mayor or a governing body of a municipality will be required to complete a Form 6 at the time of qualifying for office.
- Any candidate who qualifies for office before January 1, 2024, is not required to complete a Form 6.
- Any candidate who qualifies for office on or after January 1, 2024, must complete a Form 6.
- If the SOE extends the qualifying period beyond January 1, 2024, pursuant to the procedures/timeline discussed on the previous slide, candidates will have to complete a Form 6.

Thank You!!

Glen J. Torcivia, Esq.

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**MINUTES
CITY OF LAKE WORTH BEACH
REGULAR CITY COMMISSION MEETING
CITY HALL COMMISSION CHAMBER
TUESDAY, SEPTEMBER 05, 2023 – 6:00 PM**

The meeting was called to order by Mayor Resch on the above date at 6:01 PM in the City Commission Chamber located at City Hall, 7 North Dixie Highway, Lake Worth Beach, Florida.

ROLL CALL: (0:56) Present were Mayor Betty Resch, Vice Mayor Christopher McVoy, Commissioners Kimberly Stokes and Reinaldo Diaz. Also present were City Manager Carmen Davis, City Attorney Glen Torcivia and City Clerk Melissa Ann Coyne. Commissioner Sarah Malega was absent.

INVOCATION OR MOMENT OF SILENCE: (1:16) was led by Vice Mayor Christopher McVoy.

PLEDGE OF ALLEGIANCE: (2:22) was led by Mayor Betty Resch.

ADDITIONS/DELETIONS/REORDERING: (2:42)

New Business Item C, Resolution 34-2023 declaring the city a safe and welcoming haven for LGBTQIA+ community and their families, was reordered to follow the Approval of the Minutes..

Action: Motion made by Vice Mayor McVoy and seconded by Commissioner Stokes to approve agenda as amended.

Vote: Voice vote showed: Mayor Resch, Vice Mayor McVoy, Commissioners Stokes and Diaz. NAYS: None. ABSENT: Commissioner Malega.

PRESENTATIONS: (there is no public comment on Presentation items)

- A. Proclamation declaring September 2023 as National Recovery Month brought forward by Commissioner Stokes (3:16)
- B. The Recovery Community HUB coming to Lake Worth Beach: RCC/RCOs in your Community presented by Darcy Hamilton, Leadership Team Member of the Recovery Community HUB, brought forward by Commissioner Stokes (5:11)

COMMISSION LIAISON REPORTS AND COMMENTS: (16:38)

CITY MANAGER'S REPORT: (25:07)

City Manager Davis provided the following report:

- reported that the removal of the vessel at Bryant Park took coordination across many agencies

- met with Katherine Diaz, Communications Specialist of the Children’s Services Council of Palm Beach County (PBC) about their investments in the City
- met with Dr. James Green, Director of PBC’s Community Services Program to discuss the County’s services and programs for housing and the homeless; the website thehomelessplan.com has information about resources and services
- would attend and speak at the NAPC meeting on Saturday
- attended the PBC League of Cities luncheon where there was a presentation on the Live Local legislation – LWB was given credit as an example of how a City’s informational brochure could be used for other cities; she acknowledged William Waters’ and his team for their work on the brochure
- met with Mallory Coffey, Director of Affiliate Development for Keep America Beautiful regarding the Beautification Program
- gave kudos to the Leisure Services team who won 15 awards at the FFEA (Florida Festival and Events Association) and to Lauren Bennett who won the Emerging Leader award

CITY ATTORNEY'S REPORT:

City Attorney Torcivia did not provide a report.

PUBLIC PARTICIPATION OF NON-AGENDAED ITEMS AND CONSENT AGENDA: (32:05)

APPROVAL OF MINUTES: (43:54)

Action: Motion made by Commissioner Stokes and seconded by Commissioner Diaz to approve the following minutes:

- A. Special Meeting - August 1, 2023
- B. Regular Meeting - August 1, 2023
- C. Budget Work Session #3 - August 7, 2023

Vote: Voice vote showed: Mayor Resch, Vice Mayor McVoy, Commissioners Stokes and Diaz. NAYS: None. ABSENT: Commissioner Malega.

NEW BUSINESS: (44:28)

- C. (reordered) Resolution No. 34-2023 – Declaring the city a safe and welcoming haven for LGBTQIA+ community and their families brought forward by Mayor Resch

Mayor Resch read the resolution.

RESOLUTION 34-2023 OF THE CITY OF LAKE WORTH BEACH, FLORIDA, DECLARING THE CITY A SAFE AND WELCOMING HAVEN FOR THE LGBTQIA+ COMMUNITY AND THEIR FAMILIES; AND PROVIDING FOR AN EFFECTIVE DATE

Action: Motion made by Commissioner Stokes and seconded by Commissioner Diaz to approve Resolution No. 34-2023 declaring the city a safe and welcoming haven for LGBTQIA+ community and their families.

Vote: Voice vote showed: Mayor Resch, Vice Mayor McVoy, Commissioners Stokes and Diaz. NAYS: None. ABSENT: Commissioner Malega.

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

There were no Consent Agenda items on the agenda.

PUBLIC HEARINGS: (51:02)

A. Resolution No. 36-2023 - Establish the Refuse Services Annual Assessment for Fiscal Year 2023-2024

City Attorney Torcivia did not read the resolution.

RESOLUTION NO. 36-2023 OF THE CITY OF LAKE WORTH BEACH, FLORIDA, RELATING TO THE PROVISION OF REFUSE SERVICES, FACILITIES AND PROGRAMS IN THE CITY OF LAKE WORTH BEACH, FLORIDA; RATIFYING AND CONFIRMING THE INTIAL ASSESSMENT RESOLUTION INCLUDING THE DETERMINATION THAT CERTAIN REAL PROPERTY IS SPECIFICALLY BENEFITED BY REFUSE SERVICES, FACILITIES AND PROGRAMS AND THE METHOD OF ASSESSING ASSOCIATED REFUSE SERVICES COSTS AGAINST REAL PROPERTY SPECIALLY BENEFITED THEREBY; ESTABLISHING OTHER TERMS AND CONDITIONS OF THE ASSESSMENTS; APPROVING THE FISCAL YEAR 2023-2024 ASSESSMENT ROLL; PROVIDING FOR COLLECTION OF THE ASSESSMENTS PURSUANT TO THE UNIFORM COLLECTION METHOD; AND PROVIDING FOR SEVERABILITY AND AN EFFECTIVE DATE

Action: Motion made by Vice Mayor McVoy and seconded by Commissioner Diaz to approve Resolution No. 36-2023, establishing the Refuse Services Annual Assessment for Fiscal Year 2023-2024.

Vote: Voice vote showed: Mayor Resch, Vice Mayor McVoy, Commissioners Stokes and Diaz. NAYS: None. ABSENT: Commissioner Malega.

UNFINISHED BUSINESS: (51:47)

A. City of Lake Worth Beach v North H Enterprises, Inc., et al., Case No. 50-2020-CA-009354

Action: Motion made by Commissioner Stokes and seconded by Vice Mayor McVoy to approve the mediated settlement agreement with North H Enterprises.

Vote: Voice vote showed: Mayor Resch, Vice Mayor McVoy, Commissioners Stokes and Diaz. NAYS: None. ABSENT: Commissioner Malega.

NEW BUSINESS: (52:45)

A. Transfer \$2 million of ARPA Funds for Affordable Housing to CRA. (52:47)

Action: Motion made by Commissioner Stokes and seconded by Commissioner Diaz to approve the transfer of \$2 million of ARPA Funds for Affordable Housing to the CRA.

Vote: Voice vote showed: Mayor Resch, Vice Mayor McVoy, Commissioners Stokes and Diaz. NAYS: None. ABSENT: Commissioner Malega.

B. Resolution No. 35-2023 - Intent to abandon an approximately 10-foot-wide section of public right-of-way (alley) located on north of 9th Avenue South between South H Street and South Dixie Highway, and to abandon an approximately 40-foot-wide section of public right-of-way (9th Avenue South) located between South H Street and South Dixie Highway (1:04:54)

City Attorney Torcivia did not read the resolution.

RESOLUTION NO. 35-2023 OF THE CITY OF LAKE WORTH BEACH, FLORIDA, DECLARING THE INTENTION OF THE CITY COMMISSION TO CONSIDER THE ABANDONMENT OF THE APPROXIMATELY 40-FOOT-WIDE 9TH AVENUE SOUTH RIGHT-OF-WAY AND THE APPROXIMATELY 10-FOOT-WIDE ALLEY RIGHT-OF-WAY LAYING BETWEEN 821 SOUTH DIXIE HIGHWAY, 901 SOUTH DIXIE HIGHWAY, 808 SOUT H STREET, 818 SOUTH H STREET, 824 SOUTH H STREET, 826 SOUTH STREET, 832 SOUTH H STREET, AND 902 SOUTH H STREET AND REVERTING BACK TO THE PROPERTY OWNER OF SAID ABUTTING PROPERTIES (PCN: 38-43-44-21-15-255-0090; 38-43-44-21-15-255-0080; 38-43-44-21-15-253-0110; 38-43-44-21-15-253-0060; 38-43-44-21-15-253-0040; 38-43-44-21-15-253-0032; 38-43-44-21-15-253-0020; AND 38-43-44-21-15-253-0010)AS DESCRIBED HEREIN; SUBJECT TO CONDITIONS; AND PROVIDING FOR RECORDING AND AN EFFECTIVE DATE

Action: Motion made by Commissioner Stokes and seconded by Commissioner Diaz to approve Resolution No. 35-2023 - Intent to abandon an approximately 10-foot-wide section of public right-of-way (alley) located on north of 9th Avenue South between South H Street and South Dixie Highway, and to abandon an approximately 40-foot-wide section of public right-of-way (9th Avenue South) located between South H Street and South Dixie Highway.

Vote: Voice vote showed: Mayor Resch, Vice Mayor McVoy, Commissioners Stokes and Diaz. NAYS: None. ABSENT: Commissioner Malega.

C. (reordered to follow Approval of the Minutes) Resolution No. 34-2023 – Declaring the city a safe and welcoming haven for LGBTQIA+ community and their families brought forward by Mayor Resch

D. Performance Evaluation Form for Carmen Davis (1:08:05)

Action: Motion made by Commissioner Stokes and seconded by Commissioner Diaz to approve the

Performance Evaluation Form as amended for Carmen Davis.

Vote: Voice vote showed: Mayor Resch, Vice Mayor McVoy, Commissioners Stokes and Diaz.
NAYS: None. ABSENT: Commissioner Malega.

UPCOMING MEETINGS AND WORK SESSIONS:

Pre-Agenda Work Session - September 8 @ 9 am
1st Budget Hearing - September 14 @ 6 pm

ADJOURNMENT: (1:48:00)

Action: Motion made by Commissioner Stokes and seconded by Vice Mayor McVoy to adjourn the meeting at 7:49 PM.

Vote: Voice vote showed: Mayor Resch, Vice Mayor McVoy, Commissioners Stokes and Diaz.
NAYS: None. ABSENT: Commissioner Malega.

Betty Resch, Mayor

ATTEST:

Melissa Ann Coyne, City Clerk

Minutes approved October 3, 2023

Item time stamps correspond to the video recording of the meeting on YouTube.

**MINUTES
CITY OF LAKE WORTH BEACH
CITY COMMISSION PRE-AGENDA WORK SESSION
CITY HALL COMMISSION CHAMBER
FRIDAY, SEPTEMBER 8, 2023 - 9:00 AM**

The meeting was called to order by Mayor Resch on the above date at 9:07 AM in the City Commission Chamber located at City Hall, 7 North Dixie Highway, Lake Worth Beach.

ROLL CALL: (0:34) Present were Mayor Betty Resch, Vice Mayor Christopher McVoy and Commissioner Reinaldo Diaz. Also present were City Manager Carmen Davis, City Attorney Glen Torcivia and City Clerk Melissa Ann Coyne. Commissioners Sarah Malega and Kimberly Stokes were absent.

UPDATES / FUTURE ACTION / DIRECTION:

ADJOURNMENT:

The meeting adjourned at 9:50 AM.

Betty Resch, Mayor

ATTEST:

Melissa Ann Coyne, City Clerk

Minutes Approved: October 3, 2023

Item time stamps refer to the video available on YouTube.

MINUTES
CITY OF LAKE WORTH BEACH
SPECIAL CITY COMMISSION MEETING – 1ST BUDGET HEARING
CITY HALL COMMISSION CHAMBER
THURSDAY, SEPTEMBER 14, 2023 - 6:00 PM

The meeting was called to order by Mayor Resch on the above date at 6:03 PM in the City Commission Chamber located at City Hall, 7 North Dixie Highway, Lake Worth Beach, Florida.

ROLL CALL: (0:52) Present were Mayor Betty Resch, Vice Mayor Christopher McVoy, Commissioners Sarah Malega, Kimberly Stokes and Reinaldo Diaz. Also present were City Manager Carmen Davis, City Attorney Christy L. Goddeau and City Clerk Melissa Ann Coyne.

PLEDGE OF ALLEGIANCE: (1:08) led by Commissioner Kimberly Stokes.

PUBLIC HEARINGS: (4:12)

- A. Resolution No. 37-2023 – First Public Hearing – Adopt the Fiscal Year 2023-2024 Tentative Millage Rate and set the second public hearing for September 28, 2023 (4:16)

City Attorney Goddeau did not read the resolution.

RESOLUTION NO. 37-2023 OF THE CITY OF LAKE WORTH BEACH, FLORIDA, A MUNICIPAL CORPORATION OF THE STATE OF FLORIDA; LEVYING MUNICIPAL TAXES ON ALL TAXABLE PROPERTY WITHIN THE CITY OF LAKE WORTH BEACH, FLORIDA, FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2023 AND ENDING SEPTEMBER 30, 2024; REPEALING ALL RESOLUTIONS AND ORDINANCES IN CONFLICT HEREWITH; AND PROVIDING FOR THE EFFECTIVE DATE THEREOF

Action: Motion made by Commissioner Stokes and seconded by Vice Mayor McVoy to approve Resolution No. 37-2023 – Adopt the Fiscal Year 2023-2024 Tentative Millage Rate and set the second public hearing for September 28, 2023.

Vote: Voice vote showed: AYES: Mayor Resch, Vice Mayor McVoy, and Commissioners Malega, Stokes and Diaz. NAYS: None.

- B. Resolution No. 38-2023 - First Public Hearing - Adopt the Debt Service Rate and set the second public hearing for September 28, 2023 (6:14)

City Attorney Goddeau did not read the resolution.

RESOLUTION NO. 38-2023 OF THE CITY OF LAKE WORTH BEACH, FLORIDA, A MUNICIPAL CORPORATION OF THE STATE OF FLORIDA; LEVYING MUNICIPAL TAXES ON ALL TAXABLE PROPERTY WITHIN THE CITY OF LAKE WORTH BEACH, FLORIDA, FOR VOTER APPROVED DEBT SERVICE FUND FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2023 AND ENDING SEPTEMBER 30, 2024; REPEALING ALL RESOLUTIONS AND ORDINANCES IN CONFLICT HEREWITH; AND PROVIDING FOR THE EFFECTIVE DATE THEREOF

Action: Motion made by Vice Mayor McVoy and seconded by Commissioner Malega to approve Resolution No. 38-2023 - Adopt the Debt Service Rate and set the second public hearing for September 28, 2023.

Vote: Voice vote showed: AYES: Mayor Resch, Vice Mayor McVoy, and Commissioners Malega, Stokes and Diaz. NAYS: None.

C. Resolution No. 39-2023 – First Public Hearing - Adopt the fiscal year 2023-2024 proposed City budget and set the second public hearing for September 28, 2023 (6:42)

City Attorney Goddeau did not read the resolution.

RESOLUTION NO. 39-2023, A GENERAL APPROPRIATION RESOLUTION OF THE CITY OF LAKE WORTH BEACH, A MUNICIPAL CORPORATION OF THE STATE OF FLORIDA, MAKING SEPARATE AND SEVERAL APPROPRIATIONS FOR ITS NECESSARY OPERATING EXPENSES, THE USES AND EXPENSES OF THE VARIOUS FUNDS AND DEPARTMENTS OF THE CITY FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2023 AND ENDING SEPTEMBER 30, 2024; PROVIDING FOR THE EFFECTIVE DATE THEREOF

Action: Motion made by Commissioner Malega and seconded by Mayor Resch (who passed the gavel) to approve Resolution No. 39-2023 - Adopt the fiscal year 2023-2024 proposed City budget and set the second public hearing for September 28, 2023 with the addition of \$3.52 million in ARPA funding for cemetery fencing, FDOT Lake Worth Road street lighting, water distribution mains, local sewer system pipe network, and stormwater conveyance and collection improvement.

Vote: Voice vote showed: AYES: Mayor Resch, and Commissioner Malega. NAYS: Vice Mayor McVoy and Commissioners Stokes and Diaz.

Action: Motion made by Commissioner Stokes and seconded by Vice Mayor McVoy to suspend the 30-minute discussion rule and extend the discussion for 10 minutes.

Vote: Voice vote showed: AYES: Mayor Resch, Vice Mayor McVoy, and Commissioners Malega, Stokes and Diaz. NAYS: None.

Action: Motion made by Commissioner Stokes and seconded by Vice Mayor McVoy to approve the budget as discussed in the five budget work sessions with the condition that the scope of the audit be increased to include a performance audit of each department. **Motion amended.**

Action: Motion amended by Commissioner Stokes to approve the budget as discussed in the five budget work sessions with the condition that City Manager bring back options to the commission on how to increase the scope of the audit within 30 days. **Motion withdrawn.**

Action: Motion made by Commissioner Stokes and seconded by Vice Mayor McVoy to approve Resolution No. 39-2023 - Adopt the fiscal year 2023-2024 proposed City budget and set the second public hearing for September 28, 2023 with the addition of the three apprentice linemen, the second phase of demand response study and the Use and Occupancy Officer for Community Sustainability.

Vote: Voice vote showed: AYES: Mayor Resch, Vice Mayor McVoy, and Commissioners Stokes and Diaz. NAYS: Commissioner Malega.

The meeting recessed at 7:53 PM and reconvened at 8:06 PM.

NEW BUSINESS: (2:03:10)

A. Resolution No. 40-2023 - Establish the Stormwater Annual Assessment for Fiscal Year 2023-2024 (2:03:12)

City Attorney Goddeau did not read the resolution.

RESOLUTION NO. 40-2023 OF THE CITY OF LAKE WORTH BEACH, FLORIDA, RELATING TO THE PROVISION OF STORMWATER MANAGEMENT SERVICES, FACILITIES AND PROGRAMS IN THE CITY OF LAKE WORTH BEACH, FLORIDA; IMPOSING STORMWATER SERVICE ASSESSMENTS AGAINST ASSESSED PROPERTY LOCATED WITHIN THE CITY; APPROVING THE RATE OF ASSESSMENT; CONFIRMING, APPROVING AND ADOPTING THE STORMWATER ASSESSMENT ROLL FOR FISCAL YEAR 2024; PROVIDING FOR COLLECTION OF THE ASSESSMENTS PURSUANT TO THE UNIFORM COLLECTION METHOD AND PROVIDING AN EFFECTIVE DATE

Action: Motion made by Vice Mayor McVoy and seconded by Commissioner Stokes to approve Resolution No. 40-2023 - Establish the Stormwater Annual Assessment for Fiscal Year 2023-2024.

Vote: Voice vote showed: AYES: Mayor Resch, Vice Mayor McVoy, and Commissioners Malega, Stokes and Diaz. NAYS: None.

B. Fiscal Year 2024 Contribution from Enterprise Operations (2:05:13)

Action: Motion made by Commissioner Stokes and seconded by Commissioner Malega to approve the Fiscal Year 2024 Contribution from Enterprise Operations.

Vote: Voice vote showed: AYES: Mayor Resch, Vice Mayor McVoy, and Commissioners Malega, Stokes and Diaz. NAYS: None.

C. Fiscal Year 2024 Administrative Charge for Services (2:05:24)

Action: Motion made by Commissioner Stokes and seconded by Commissioner Malega to approve the Fiscal Year 2024 Administrative Charge for Services.

Vote: Voice vote showed: AYES: Mayor Resch, Vice Mayor McVoy, and Commissioners Malega, Stokes and Diaz. NAYS: None.

D. Resolution No. 41-2023 - Fees and charges for City services in Fiscal Year 2024 (2:05:39)
City Attorney Goddeau did not read the resolution.

RESOLUTION NO. 41-2023 OF THE CITY OF LAKE WORTH BEACH, FLORIDA, ESTABLISHING REASONABLE FEES FOR CITY SERVICES AND OTHER

CHARGES FOR THE 2024 FISCAL YEAR; PROVIDING FOR CONFLICTS AND PROVIDING FOR AN EFFECTIVE DATE

Action: Motion made by Commissioner Malega and seconded by Commissioner Stokes to approve Resolution No. 41-2023 - Fees and charges for City services in Fiscal Year 2024.

Vote: Voice vote showed: AYES: Mayor Resch, Vice Mayor McVoy, and Commissioners Malega, Stokes and Diaz. NAYS: None.

E. Adopt the Fiscal Year 2024 Position Count (2:05:52)

Action: Motion made by Commissioner Stokes and seconded by Commissioner Malega to approve the adoption of the Fiscal Year 2024 Position Count to include the four previously approved positions.

Vote: Voice vote showed: AYES: Mayor Resch, Vice Mayor McVoy, and Commissioners Malega, Stokes and Diaz. NAYS: None.

F. Cost of living base salary adjustment for City Manager (2:08:41)

Action: Motion made by Commissioner Diaz and seconded by Commissioner Malega to approve the cost of living base salary adjustment for City Manager.

Vote: Voice vote showed: AYES: Mayor Resch, Vice Mayor McVoy, and Commissioners Malega, Stokes and Diaz. NAYS: None.

ADJOURNMENT: (2:08:57)

Action: Motion made by Commissioner Stokes and seconded by Commissioner Malega at 8:12 PM.

Vote: Voice vote showed: AYES: Mayor Resch, Vice Mayor McVoy, and Commissioners Malega, Stokes and Diaz. NAYS: None.

ATTEST:

Betty Resch, Mayor

Melissa Ann Coyne, MMC, City Clerk

Minutes Approved: October 3, 2023

Item time stamps correspond to the recording of the meeting on YouTube.

CITY OF LAKE WORTH BEACH

PROCLAMATION

WHEREAS, The Republic of China (Taiwan) observes the 112th National Day on October 10, 2023; and

WHEREAS, the United States and Taiwan have maintained close friendship based on the 1979 Taiwan Relations Act (Public Law 96-8 96th Congress), the cornerstone of U.S.-Taiwan ties which celebrates its 44th anniversary in 2023; and

WHEREAS, Taiwan is the United States' 9th largest trading partner as well as the 13th largest export market and 8th largest import market, with two-way trade totaling \$135.6 billion in 2022. Taiwan is also Florida's 7th largest market in Asia as of 2022; and

WHEREAS, the U.S.-Taiwan Initiative on 21st –Century Trade First Agreement Implementation Act was signed into law by President Joseph R. Biden Jr. on August 7th, 2023, the U.S. and Taiwan will continue to hold talks on bilateral economic and trade issues through Trade and Investment Framework Agreements (TIFA), Technology, Trade and Investment Collaboration Frameworks (TTIC), and Economic Prosperity Partnership Dialogues (EPPD) to jointly advance bilateral partnership between the two nations as well as to foster a more resilient, just and flourishing economy for the 21st century; and

WHEREAS, the United States House of Representatives passed the Taiwan International Solidarity Act on July 25th 2023, which is a concrete step to counter China's malevolent and calculated distortion of United Nations General Assembly Resolution 2758, and profoundly signified that the U.S. Congress has taken an explicit step to clarify the facts; and

WHEREAS, the U.S. Department of State, U.S. Department of Commerce, and U.S. Department of Agriculture jointly issued letters to State Governors, City Mayors and business leaders of the United States on February 28th, 2023, emphasizing the close partnership between the U.S. and Taiwan, encouraging state and local governments to expand their relationship with Taiwan in areas such as trade, education, investment, and tourism; and

WHEREAS, Taiwan's meaningful participation in numerous international organizations, including the International Civil Aviation Organization, the World Health Organization, the United Nations Framework Convention on Climate Change, and the International Criminal Police Organization would benefit regional development, peace, and prosperity; and

WHEREAS, since the establishment of the Taipei Economic and Cultural Office in Miami in 1988, Taiwan has developed sister-state/sister-city relations with Florida. We support Taiwan's mission of economic liberalization, democratization and significant international participation.

NOW, THEREFORE, I, Betty Resch, Mayor of the City of Lake Worth Beach, Florida, by virtue of the authority vested in me and on behalf of the City Commission, do hereby proclaim recognition on this auspicious occasion of the 112th National Day of the Republic of China (Taiwan) and her achievements with our admiration and gratitude.

OCTOBER 10, 2023

as

THE REPUBLIC OF CHINA'S (TAIWAN) 112TH NATIONAL DAY

IN WITNESS WHEREOF, I have hereunto set my hand and caused the Seal of the City of Lake Worth Beach, Florida, to be affixed this 3rd day of October, 2023.

Betty Resch, Mayor

ATTEST:

Melissa Ann Coyne, MMC, City Clerk

STAFF REPORT REGULAR MEETING

AGENDA DATE: October 3, 2023

DEPARTMENT: Leisure Services

TITLE:

Fiscal Year 2024-2025 Florida Recreation Development Assistance Application for Sports Lighting at Northwest Park

SUMMARY:

The City has applied for \$200,000 in grant funding under the Fiscal Year 2024-2025 under the Florida Recreational Development Assistance Program for the replacement of sports lighting at the baseball fields in Northwest Park. The existing lighting is to be retrofitted with energy-efficient LED lighting and upgrades to the control link for more efficient operation of the lighting system. New landscaping will improve the appearance of the park and delineate active areas for increased safety.

BACKGROUND AND JUSTIFICATION:

The City is requesting \$200,000 in grant funding under the Fiscal Year 2024-2025 Florida Recreational Development Assistance Program to install new sports lighting and upgrades to the control link at the ballfields in Northwest Park. The installation of new LED fixtures will provide significantly improved visibility by eliminating the glare caused by the older light fixtures and will serve to reduce maintenance and operating costs associated with the lighting system. Upgrades to the control link will provide more efficient operation of the lighting system. These improvements will enhance the experience of participants and encourage their interest and continued participation in baseball and softball.

New landscaping will be installed to delineate active areas and walkways in Northwest Park. This will serve to improve the aesthetics and provide increased safety.

The City will be required to provide a local cost share of \$200,000 if this grant funding is awarded. The source of these matching funds is the City's allocation of ARPA funding

MOTION:

Move to approve/disapprove the City's application for \$200,000 in grant funding under the Fiscal Year 2024-2025 Florida Recreational Development Assistance Program for Sports Lighting at Northwest Park.

ATTACHMENT(S):

Fiscal Impact Analysis – N/A
Application



City of
**Lake Worth
Beach**
FLORIDA

Sports Lighting



*2024-2025 Florida Recreation
Development Assistance Program*



Florida Department of Environmental Protection

FLORIDA RECREATION DEVELOPMENT ASSISTANCE PROGRAM GRANT APPLICATION PACKAGE

Required Signatures: Adobe Signature

PART I — GENERAL INFORMATION

(DEP USE ONLY)

Received: _____

Postmarked: _____

Application Number: _____

1. APPLICANT INFORMATION

A. Name of Applicant: City of Lake Worth Beach

B. Federal Employer Identification Number: ** 59-6000358
**(This number must be registered at My Florida Market Place with the address the warrant will be forwarded)

C. Population: 42,219

D. Current Operating Budget: 43,706,026
(This is the operating budget for the city, county or special district, and not just the department budget)

E. Contact Person: Lauren Bennett Title: Leisure Services Department Dir
(The contact person is someone who will be in direct contact with DEP and be responsible for administering this grant if awarded)

F. Mailing Address: 7 North Dixie Highway

City Lake Worth Beach, FL Zip Code: 33460

Telephone :() 561.586.7421 E-mail: lbennett@lakeworthbeachfl.gov

FAX: _____

I hereby certify that the information provided in this application is true and accurate. I further certify that I possess the authority to apply for this grant on behalf of the applicant.

Signature of City or County Manager/Title

Date

2. PROJECT INFORMATION

A. Name of Project: Sports Lighting Retrofit

B. Project Type (Check One): Project cannot be a combination of acquisition and development

Acquisition:

Development:

On land owned by applicant

On land currently under site control by applicant

Date site control expires: _____

Trail Construction:

On land owned by applicant

On land currently under site control by applicant

Date site control expires: _____

Development projects must be under site control (owned by deed, or leased or dedicated for minimum of 30 years from the date of application) by the close of the submission period (August 31, 2023).

- **School board property is ineligible** either by lease or ownership.
- Include a copy of the site control documents (e.g., deed, lease, etc.). **If providing a Quit Claim Deed, please attach a copy of a 30 year title search or title opinion.**

(Tab as Exhibit “N”)

C. PROJECT LOCATION:

Street Address: 900 22nd Ave N

City: Lake Worth Beach County: Palm Beach Zip Code: 33460 -6175

GIS Coordinates: Latitude: 26.64126 Longitude: -80.06230

1. Submit a boundary map of the project area providing a description and sketch of the project area boundaries, display known easements and be legally sufficient to identify the project area. **Aerial photographs are accepted as boundary maps, as long as the boundaries are identified (Visit website for example).**

(Tab as Exhibit “K”)

2. Submit color, on-site photographs for **all three copies** of your application, sufficient to depict the physical characteristics of the project area.

(Tab as Exhibit “L”)

3. Location map and directions: Submit a detailed road map precisely locating the project site along with clear written driving instructions from the nearest federal or state highway. **NOTE:** Confirm that street names listed are the same as those posted on street signs in the area. Please do not use Map Quest or any other computer mapping program for this.

(Tab as Exhibit “M”)

D. LEGISLATIVE DISTRICTS IN WHICH THE PROJECT SITE IS LOCATED:

This should be the Florida Senate and Florida House district in which the **proposed project site is located**. If you are not sure of the district, contact your local office of the Supervisor of Elections. **(There is only one each.)**

State Senator: Bobby Powell Senate District Number: 24

State Representative: David Silvers House District Number: 89

E. TOTAL NUMBER OF ACRES BEING ACQUIRED OR TOTAL NUMBER OF ACRES BEING DEVELOPED: 31.4

F. DESCRIBE THE PHYSICAL CHARACTERISTICS OF THE PROJECT.

1) For Development Projects:

- (a) Provide a description of the proposed project which includes existing and future uses, existing and proposed physical improvements, natural and historical resources, any proposed resource protection/conservation and any existing buildings on site.

Please see Exhibit "P" for a Project Description.

- (b) Indicate if a natural spring is located on project site:

Yes No

- (c) Indicate if there is public access to the park either through an existing street or easement:

Yes No

Describe Public Access:

22nd Avenue North is a dedicated roadway accessible through several connecting streets, providing direct access to Northwest Park for cars and bicycles. Ample parking is available. Pedestrians can access the Park via existing sidewalks connected to it.

(If additional room needed - Tab as Exhibit "P")

2) For Acquisition Projects: (in addition to the above information)

- (a) If the proposed project consists of acquiring multiple parcels or from multiple owners, identify specific order in which the parcels will be acquired to ensure that in the event that all parcels cannot be acquired, the purposes of the project can be achieved. Also address the ability to have public access to the park either through an existing street or easement.

(If additional room needed - Tab as Exhibit "P")

3. FINANCIAL INFORMATION

GRANT MATCH RATIOS: (Based on the grant cap of \$200,000)

Project Cost	State Share	Grantee Share
\$50,000 or less	100%	0%
\$50,001 to \$150,000	75%	25%
\$150,001 up to \$400,000	50%	50%

Project Cost = State Share + Grantee Share

Refer to Chapter 62D-5.055(4), F.A.C. for complete information on match requirements and match types. **The Total Project Cost (Line F) must equal the grant request (Line A) plus the total local match (Line E). This figure (Line F) should not total more than \$400,000 for the purpose of this application.**

A. FRDAP Funds Requested (State Share) Line A \$ 200000

B. Local Funds Available: (Grantee Share)

1. Cash: Line B \$ 200000

2. In-Kind: Line C \$ 0

3. Land Value: Line D \$ 0

If property is developed, land value CANNOT be used as a match.

Total Local Match: Line E \$ 200000
Sum of lines B, C and D

C. Total Cost of Proposed Project: Line F \$ 400000

**Sum of Lines A and E
(Should not total more than \$400,000)**

(If approved for REDI Match Waiver, fill out REDI Waiver Form located under FRDAP Administrative Forms at <http://dep.state.fl.us/lands/Land and Recreation/Land Recreation.htm>).

(Tab as Exhibit "O")

D. PROJECT WORK PLAN (COMPLETE FOR ALL PROJECTS, DEVELOPMENT AND ACQUISITION):

On page 7 & 8 as attachment 1, list the project Work Plan for the elements for this application. The Project elements are listed with the related tasks and deliverables. Primary elements and support elements should be listed separately. Use as many project elements and tasks needed to complete the project.

Remember to include each element in your conceptual site plan. Submit a conceptual site plan displaying the areas and facilities to be developed as proposed on page 7 & 8 of this application. The site plan must correlate with the project boundary map and work plan elements. The site plan must CLEARLY DELINEATE using color codes between facilities/opportunities currently existing, facilities proposed for funding (page 7 & 8) in this application and facilities planned for future development. If project is an acquisition project, be sure to submit on the site plan the proposed elements to be developed as listed on page 17 of this application. Also identify different FRDAP phases on the site plan and any LWCF phases.

DEVELOPMENT PROJECTS:

PRIMARY RECREATION AREAS AND FACILITIES: Primary facilities include all recreation facilities and opportunities. **Primary cost must be equal to or greater than fifty percent (50%) of the total cost.** Primary examples are: beach access, picnic facilities, fishing piers, ball fields, tennis courts, trails, trailheads, shade structures for recreational facilities, etc. Enclosed structures are not eligible costs. Costs of planning and site preparation should be included within the cost of each element. If land value is used as match, it should be included under primary cost. If this is a trail project, list the uses or types of trails. If developing one trail for multi-purposes state multi-purpose trail, but if doing several different trails list separately with each use (example: walking trail or bike trail).

SUPPORT FACILITIES AND IMPROVEMENTS: Support facilities are facilities which cannot stand alone, or which would have little or no public outdoor recreational value without the primary facility. No enclosed structures are eligible except restrooms, bathhouses or restroom/concession stands. Other support examples are: parking, landscaping, and security lighting. Amenities such as benches, or bike racks will receive no points when being scored. The enclosed structures listed above cannot be phased and must be completed with one grant.

ACQUISITION PROJECTS:

If acquisition project, on page 7 & 8, list the project work plan for the acquisition phase of the project.

(Tab as Exhibit “H”)

**FLORIDA RECREATION DEVELOPMENT ASSISTANCE PROGRAM (FRDAP)
DEVELOPMENT
PROJECT BUDGET DETAIL**

Project Name: Sports Lighting Retrofit

Grantee Name: City of Lake Worth Beach

The project reimbursement is limited to one (1) invoice upon completion of all Project Elements listed below and submittal of all Deliverables and required documentation identified in the table below. Completion Documentation required prior to Reimbursement Request.

Project Tasks, Deliverables and Required Documentation

Task #1: Development of: <u>Sports Lighting Retrofit</u>	Amount of Costs to be Paid with Grant Funds	Amount of Costs to be Paid with Grantee Match	Deliverables and Documentation To Be Submitted Upon Completion And Before Reimbursement Can Be Approved
<u>(List each Primary project element)</u> Baseball Field Lighting (NEW)	Provide Budget Detail \$197,000	Provide Budget Detail \$197,000	Project Completion Certification Final as-built site plan Florida Recreation and Parks Inventory Form Color Photographs of Project Notice of Limitation of Use Boundary Survey

INSTRUCTIONS FOR COMPLETING PROJECT WORK PLAN:

DELIVERABLES/ELEMENTS/WORK TO BE COMPLETED: Identify **ALL** elements that will be completed under this Agreement.

DELIVERABLE/ELEMENT BUDGET AMOUNT FOR REIMBURSEMENT: Must provide a budget for each element and identify the expense category and budget detail. Provide description of the costs as follows: **Salaries:** identify the position title/hourly rate/# of hours to complete the deliverable; **Fringe benefits:** identify the % used to calculate the fringe benefits; **Contractual Services:** identify what service will be paid for under the contract for services; **Equipment:** the purchase of equipment is not allowed under this Agreement, the rental of equipment is the only costs allowed that are associated with equipment; **Supplies and Materials:** identify what supplies/materials will be purchased; **Other costs:** identify what other costs are being requested (such as printing costs, other costs that do not fit into the other established cost categories (salaries, fringe benefits, equipment, supplies, indirect, contractual services); **Indirect Costs:** identify the percentage that is used for the indirect being claimed for reimbursement (cannot exceed 15% unless prior approval has been obtained by the Department)..

MATCH AMOUNT TO BE CLAIMED: The same level of detail must be provided for match as for reimbursement.

DOCUMENTATION/DELIVERABLES TO BE SUBMITTED UPON COMPLETION: All of these deliverables must be submitted before final reimbursement can be processed.

Completion Documentation required prior to Reimbursement

PART II — EVALUATION CRITERIA

GENERAL CRITERIA

1. CAPITAL IMPROVEMENT PLAN

- A. Is the proposed project identified, in whole or in part, in the applicant’s capital improvement plan or schedule during the current or next three (3) fiscal years?

Provide:

1) A letter from the agency’s city or county manager certifying the five year capital improvement schedule is **officially adopted and date adopted**. **Project will not receive points if letter is not submitted and does not state the date CIP was adopted.**

- AND -

2) A copy of the five-year capital improvement schedule included in the applicant’s adopted Local Comprehensive Plan, stating project by name, amount and year (County or City budgets are not the same as capital improvement schedules) **Please highlight project name, amount and year.**

(20 points)

Yes No

--- OR ---

- B. Is the proposed project identified as part of the plan through an adopted resolution committing the applicant to amend their capital improvement plan or schedule and complete the project should it receive program funds?

Provide: a copy of a fully executed resolution amending the existing schedule to include the proposed project. The resolution must **clearly indicate the proposed project by name, amount and year and cannot be older than 3 years.**

(10 points)

Yes No

(Tab as Exhibit “A”)

2. STATE COMPREHENSIVE OUTDOOR RECREATION PLAN

- A. Explain how the proposed project would address one or more of the issues or goals identified in the State Comprehensive Outdoor Recreation Plan. Use the **OUTDOOR RECREATION IN FLORIDA-2008 (Chapter 6 & 7)**. **Provide quotations or other appropriate references with explanations to justify the correlation.** To receive points, must give a detailed explanation as to how the project meets the goals, cannot only list the goals.

(Tab as Exhibit “B”) (4 points)

Please refer to Exhibit "B" for explanation of how the project addresses goals listed in State Comprehensive Outdoor Recreation Plan.

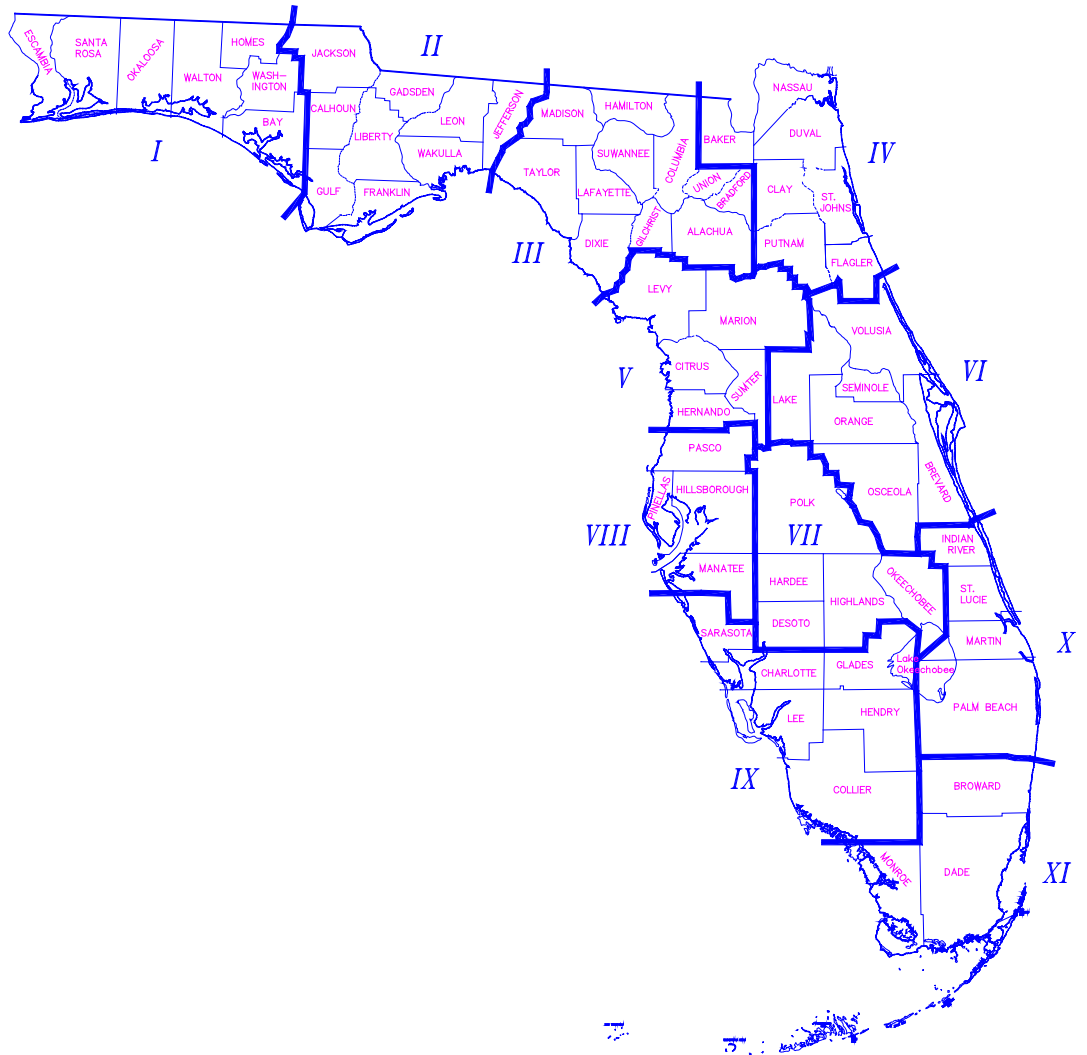
B. 2008 Relative Need Index by Region

The proposed project provides for a priority resource or facility need in the applicant's planning region identified in the Statewide Comprehensive Outdoor Recreation Plan. Locate the applicant's region and circle each priority resource/facility need as **proposed in the project** cost on page 7 & 8 of this application:

(7 points)

- I Saltwater Beach Activities * Baseball or Softball * Picnicking * Football
Outdoor Swimming Pool Use * Saltwater Non-Boat Fishing * Golf
RV / Trailer Camping * Freshwater Boat Ramp Use * Soccer or Rugby
- II Saltwater Beach Activities * Nature Study * Historical or Archeological Sites
Baseball or Softball * Picnicking * Freshwater Boat Ramp Use * Football
Hunting * Horseback Riding * Outdoor Swimming Pool Use
- III Football * Picnicking * Nature Study * Soccer or Rugby * Baseball or Softball
Horseback Riding * Outdoor Basketball * RV / Trailer Camping
Freshwater Boat Ramp Use * Bicycle Riding – Unpaved Trails
- IV Historical or Archeological Sites * Baseball or Softball * Football
Saltwater Beach Activities * Picnicking * Outdoor Swimming Pool Use * Outdoor
Basketball * Nature Study * Golf * Soccer or Rugby
- V Picnicking * Football * RV / Trailer Camping * Nature Study * Baseball or Softball
Bicycle Riding - Unpaved Trails * Outdoor Basketball * Soccer or Rugby
Horseback Riding * Outdoor Swimming Pool Use
- VI Picnicking * RV / Trailer Camping * Football * Baseball or Softball
Outdoor Swimming Pool Use * Nature Study * Historical or Archeological Sites
Outdoor Basketball * Saltwater Beach Activities * Soccer or Rugby
- VII RV / Trailer Camping * Picnicking * Baseball or Softball * Outdoor Swimming Pool Use
Nature Study * Freshwater Boat Ramp Use * Football * Golf * Horseback Riding
Outdoor Basketball
- VIII Picnicking * RV / Trailer Camping * Baseball or Softball * Football * Outdoor
Swimming Pool Use Saltwater Beach Activities * Golf * Outdoor Basketball * Outdoor
Tennis * Soccer or Rugby
- IX Picnicking * RV / Trailer Camping * Saltwater Beach Activities * Outdoor Swimming
Pool Use Golf * Football * Nature Study * Baseball or Softball * Outdoor Tennis *
Historical or Archaeological Sites
- X Football * Golf * **Baseball or Softball** * Outdoor Swimming Pool Use * Picnicking *
Outdoor Tennis Saltwater Beach Activities * Outdoor Basketball * RV / Trailer Camping
* Soccer or Rugby

Outdoor Swimming Pool Use * Picnicking * Football * Baseball or Softball * Saltwater Beach Activities * Outdoor Tennis * Golf * Outdoor Basketball * Saltwater Non-Boat Fishing * RV / Trailer Camping



3. PUBLIC PARTICIPATION

Indicate which of the following apply (**Check ALL that apply**):

(To receive points for this section any meetings, presentations, or surveys must be held in the current year or within the **previous 3 years** of application and each of **the three meetings must be held separately** to receive each set of points. **Meetings also must be held prior to the application submittal.**)

A. A pre-advertised public meeting was held **solely** for the purpose of discussing the proposed project. Attach a copy of ad and proof of publication for the advertisement. Advertisement needs to state where and when advertised. **If submitting 2 applications, must hold separate meeting for each project (unless they are phased projects of the same park). If not advertised in a newspaper, need a written explanation as to how, when and where advertised, along with a copy of notice/advertisement.**

(Tab as Exhibit “C-1”) (10 points)

B. The project was discussed at a **regularly** scheduled meeting of the applicant’s advisory board responsible for park, recreation or leisure service activities. Provide **a copy of the minutes** of the advisory board meeting(s) where **this project** was discussed. The board must be an appointed group of citizens, such as a parks and recreation advisory board, who would normally review projects similar to the proposed grant application. Planning and zoning or similar boards may be used if a parks and recreation advisory board does not exist. **CITY OR COUNTY COMMISSIONS ARE NOT CONSIDERED ADVISORY BOARDS.**

(Tab as Exhibit “C-2”) (7 points)

C. Public input on the proposed project was obtained through presentations to community organizations, neighborhood associations and/or a written opinion survey. Provide documentation (**minutes from the meeting which the project was discussed** with date or thank-you letter from an organization, association, etc.) showing that presentations **regarding this project** were made to community organizations or groups **OR** provide a **copy of the survey, who surveyed and summary of the results. Letters of support are not acceptable to receive points.**

(Tab as Exhibit “C-3”) (4 points)

4. OPERATION AND MAINTENANCE

Capability to develop, operate and maintain the project site: (Check ONLY one):

Provide **a brief description** of how development, programming and maintenance will be provided and **a copy of an agency organizational chart. Must provide both to receive points.**

- The applicant has a full-time recreation or park department staffed to provide facility development, programming and maintenance. (Tab as Exhibit "D") (6 points)
- The applicant has demonstrated the existence of a full-time ability to provide facility development, programming and maintenance. (Tab as Exhibit "D") (4 points)
- The applicant has other means of providing facility development, programming and maintenance. (Tab as Exhibit "D") (2 points)

5. PARK PARTNERSHIP

The proposed project is supported through a fully executed written cooperative agreement between the applicant and a private or public entity (**within the current or past 3 years**) in which said entity agrees to furnish 10% or more of the total project costs in cash, land, or labor services for the **development/construction** of this project with the applicant holding the leading management responsibility. **The written agreement must be executed by the end of the submission period and quantify the donation in monetary units. This can be a cooperative agreement between either parties or a letter from the entity agreeing to furnish 10% of the total project costs in cash, materials, land, or labor services.**

(A management or maintenance agreement is not acceptable.)

- Yes No (Tab as Exhibit "E") (3 points)

6. TRAIL CONNECTIVITY

The project provides for increased trail access by connecting an existing, publicly owned and designated recreational trail which is **outside the project boundary. Indicate on the site plan the project trail/connection and name and location of existing trail(s) outside the boundaries.**

- Yes No (Tab as Exhibit "G") (5 points)

DEVELOPMENT CRITERIA (COMPLETE ONLY FOR DEVELOPMENT PROJECTS)

1. NEW DEVELOPMENT

List the existing facilities/improvements on the project site. Include improvements such as baseball fields, basketball courts, trails, boat ramps, etc. (Bullet lists are encouraged) **(If undeveloped, state None)**. The site plan must clearly delineate between facilities/opportunities currently existing, facilities proposed for funding in this application and facilities planned for future development. **Identify and color code different funding phases from the existing facilities.**

(Tab as Exhibit "G") (5 points, if undeveloped)

Baseball, Concession Stand, Playground, Lighted Field, Parking

2. INFRASTRUCTURE ASSESSMENT OF LOCAL GOVERNMENT RECREATION AND PARK DEPARTMENT FACILITY NEEDS IN THE STATE OF FLORIDA

- A) List the facilities which are addressed on page 7 & 8 of this application which are identified in the priority ranked index clusters of outdoor facilities needs for renovation and/or new construction identified within the applicant's population density as set forth in the Department's study entitled "Infrastructure Assessment of Local Government Recreation and Park Department Facility Needs in the State of Florida" effective December 1995. (See attached pages 22-26 for Priority Ranked Index Clusters. A project facility not listed in the priority ranked indexes will receive a score of a similar facility included in the indexes, as determined by the Department staff.) **(If developing trails, must have separate trails to receive separate points.**

(Maximum 30 points)

Baseball Field Lighting (NEW), Landscaping (NEW)

B) Does the proposed project, in whole or in part, address the highest priority of infrastructure funding needs for the applicant’s population density as set forth in the study titled “**1995 INFRASTRUCTURE ASSESSMENT OF LOCAL GOVERNMENT RECREATION AND PARK DEPARTMENT FACILITY NEEDS IN THE STATE OF FLORIDA**”. Use the table below to determine in which priority funding need ranking the project falls. (**Check ONLY one**):

Highest Priority Funding Need (13 points)

Second Highest Priority Funding Need (8 points)

Population Density 1 – Population Under 10,000	Rank 1	Construction
	Rank 2	Renovation
Population Density 2 – Population 10,000 to 24,999	Rank 1	Renovation
	Rank 2	Construction
Population Density 3 – Population 25,000 to 49,999	Rank 1	Construction
	Rank 2	Renovation
Population Density 4 – Population 50,000 to 99,999	Rank 1	Construction
	Rank 2	Renovation
Population Density 5 – Population 100,000 and Over	Rank 1	Renovation
	Rank 2	Construction

Source: The 1995 Infrastructure Assessment of Local Government Recreation and Park Department Facility Needs in the State of Florida

Outdoor Facility Needs Ranked by Priority Index: Population Density 3

Rank	Renovation		Construction		
	Facility	Points	Facility	Points	
1	Rest Rooms	6	Baseball Fields	6	Cluster I
2	Playgrounds	6	Soccer Fields	6	
3	Support Facilities	5	Support Facilities	5	Cluster II
4	Tennis Courts	5	Softball Fields	5	
5	Baseball Fields	5	Playgrounds	5	
6	Basketball Courts	5	Boating Facilities	5	
7	Beach Access	4	Football Fields	4	Cluster III
8	Swimming Pools	4	Tennis Courts	4	
9	Soccer Fields	4	Rest Rooms	4	
10	Picnic Facilities	4	Picnic Facilities	4	
11	Football Fields	3	Basketball Courts	3	Cluster IV
12	Softball Fields	3	Other	3	
13	Boating Facilities	3	Exercise Trails	3	
14	Exercise Trails	2	Bike Trails	2	Cluster V
15	Handball Courts	2	Nature Trails	2	
16	Other	2	Camping	2	
17	Golf Courses	2	Handball Courts	2	
18	Shuffleboard Courts	2	Historical Facilities	2	
19	Fishing Piers	2	Swimming Pools	2	
20	Bike Trails	2	Hiking Trails	2	
21	Hiking Trails	2	Golf Courses	2	
22	Nature Trails	2	Beach Access	2	
23	Camping	2	Fishing Piers	2	
24	Historical Facilities	1	Horse Trails	1	Cluster VI
25	Horse Trails	1	Shuffleboard Courts	1	

Population Density 3 - Population From 25,000 to 49,999



City of
**Lake Worth
Beach**
FLORIDA

Table of Contents

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- Exhibit B: SCORP
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- Exhibit C2: Advisory Board Meeting
- Exhibit C3: Documentation of Presentation
- Exhibit D: Organizational Chart
- Exhibit E: Cooperative Agreement (N/A)
- Exhibit F: Comprehensive Plan (N/A)
- Exhibit G: Comprehensive Site Plan
- Exhibit H: Greenways and Trails (N/A)
- Exhibit I: Greenways Letter (N/A)
- Exhibit J: Greenway Plan (N/A)
- Exhibit K: Boundary Map
- Exhibit L: Photographs
- Exhibit M: Location Map and Directions
- Exhibit N: Site Control Documentation
- Exhibit O: REDI Waiver (N/A)
- Exhibit P: Description of Physical Characteristics



City of
**Lake Worth
Beach**
FLORIDA

A: Capital Improvement Plan



OFFICE OF THE CITY MANAGER
7 North Dixie Highway
Lake Worth Beach, FL 33460
(561) 586-1689

August 30, 2023

Ms. April Moody
Florida Department of Environmental Protection
3900 Commonwealth Boulevard, MS 585
Tallahassee, Florida 32300-3000

RE: City of Lake Worth Beach - Current Capital Improvement Plan

Dear Ms. Moody:

Enclosed is a copy of the City of Lake Worth Beach Capital Improvement Plan adopted on September 22, 2022. One of our most important recreational priorities is "The Sports Lighting Retrofit" project that is included in the attached plan.

Please feel free to contact me if you have any questions.

Sincerely,

A handwritten signature in blue ink that reads "Carmen Y. Davis".

Carmen Y. Davis
City Manager

cc: Lauren Bennett, Director of Leisure Services
Jerry Kelly, Grants Analyst

{See Attachment}

Capital Improvement Program
Five Year Plan

Project Title	FY 2023 Requests	FY 2024 Forecast	FY 2025 Forecast	FY 2026 Forecast	FY 2027 Forecast	Cumulative Requests	Non Appropriated Grant Application	Appropriations							Funding Not Identified or not Funded	
								Pay Go	Fund Balance	Transfers		Sales Tax	ARPA	New Borrowing		
										From Other Funds	Grant /SRF					
Library																
Windows - Library - 15 N M St.	120,000					120,000	-	-	-	-	-	-	120,000	-	-	-
Total Library Services	120,000	-	-	-	-	120,000	-	-	-	-	-	-	120,000	-	-	-
<i>cross foot error s=0</i>																
Recreation																
Skate Park	1,500,000					1,500,000	1,500,000	-	-	-	-	-	-	-	-	-
Spillway Park	1,500,000					1,500,000	1,500,000	-	-	-	-	-	-	-	-	-
NW Ballfields - Replace Fence	100,000					100,000	-	-	-	-	-	-	100,000	-	-	-
NW Ball Fields- Lighting Upgrades	656,611					656,611	-	-	-	-	-	-	656,611	-	-	-
Wimbley Gym- Roof Replacement Project	140,000					140,000	-	-	-	-	-	-	140,000	-	-	-
Howard Park Playground						-	-	-	-	-	-	-	-	-	-	-
Memorial Park- Pavilion Renovation	-					-	-	-	-	-	-	-	-	-	-	-
Memorial Park- Re-sodding						-	-	-	-	-	-	-	-	-	-	-
South Bryant Park- Fitness Park						-	-	-	-	-	-	-	-	-	-	-
South Bryant Park- Playground	150,000					150,000	-	-	-	-	-	-	150,000	-	-	-
Bryant Park Jetty	62,000					62,000	-	-	-	-	-	-	62,000	-	-	-
Total Leisure Services	4,108,611	-	-	-	-	4,108,611	3,000,000	-	-	-	-	-	1,108,611	-	-	-
<i>cross foot error s=0</i>																
Street Maintenance																
Roadway Projects: - sales tax proceeds already funded for FY 22	1,345,000	1,000,000	1,000,000	1,000,000	1,000,000	5,345,000	-	200,000	-	-	-	1,145,000	-	-	-	4,000,000
Sidewalk and ADA Special Projects	1,000,000					1,000,000							1,000,000			
Roads / ADA Improvements	1,053,559					1,053,559	-	-	183,559	-	870,000	-	-	-	-	-
Total Street Maintenance Fund	3,398,559	1,000,000	1,000,000	1,000,000	1,000,000	7,398,559	-	200,000	183,559	-	870,000	1,145,000	1,000,000	-	-	4,000,000
<i>cross foot error s=0</i>																
Total General Fund	12,799,670	1,000,000	1,000,000	1,000,000	1,000,000	16,799,670	3,065,000	262,500	183,559	-	870,000	1,145,000	7,013,611	-	-	4,260,000
<i>cross foot error s=0</i>																
Building Fund																
1900 Customer Service Security and Access	555,000					555,000	-	-	555,000	-	-	-	-	-	-	-
Total Building Fund	555,000	-	-	-	-	555,000	-	-	555,000	-	-	-	-	-	-	-
<i>cross foot error s=0</i>																

STATE COMPREHENSIVE OUTDOOR RECREATION PLAN
City of Lake Worth Beach
Sports Lighting Retrofit
from
State Comprehensive Outdoor Recreation in Florida 2019

- * Goal 1-1: Increase the promotion of active and healthy lifestyles in the outdoors.

The new lighting at the ballfields at Northwest Park will promote outdoor fitness activities and provide users with an opportunity to improve their health. Through activity at the fields, all members of the community can enjoy an active lifestyle in the outdoors.

- * Goal 1-2: Increase the number the recreation facilities, programs and opportunities in urban areas and rural communities.

The installation of new LED ballfield lighting will increase facilities for users at the urban park. The project will further the goal of increasing active recreational opportunities within a built-up urban area. The project will provide increased access to the many residents living in the neighborhoods surrounding the site. Improved lighting will increase access to the fields by allowing better visibility in the evening for recreational sports.

- * Goal 2-2: Improve universal accessibility on all public lands.

The project adds new technology to the existing facility to further accessibility standards, increasing the ability of all users to enjoy the fields. The enhancement of safety, security, and accessibility is critical in ensuring an effective level of services for all abilities.



City of
**Lake Worth
Beach**
FLORIDA

C1: Sole Purpose Meeting



City of
**Lake Worth
Beach**
FLORIDA

C2: Advisory Board Meeting



City of
**Lake Worth
Beach**
FLORIDA

C3: Documentation of Presentation



8/14/2023

Ms. Lauren Bennett
Leisure Services Department Director
City of Lake Worth Beach
17 South M Street
Lake Worth Beach, FL 33460

Dear Ms. Bennett

Thank you for presenting your plans for the Sports Lighting Retrofit project. Our organization supports your efforts to secure a Florida Recreation Development Assistance Program grant for \$ 200,000. We believe that improvements to the outdoor recreational facility will greatly benefit our community.

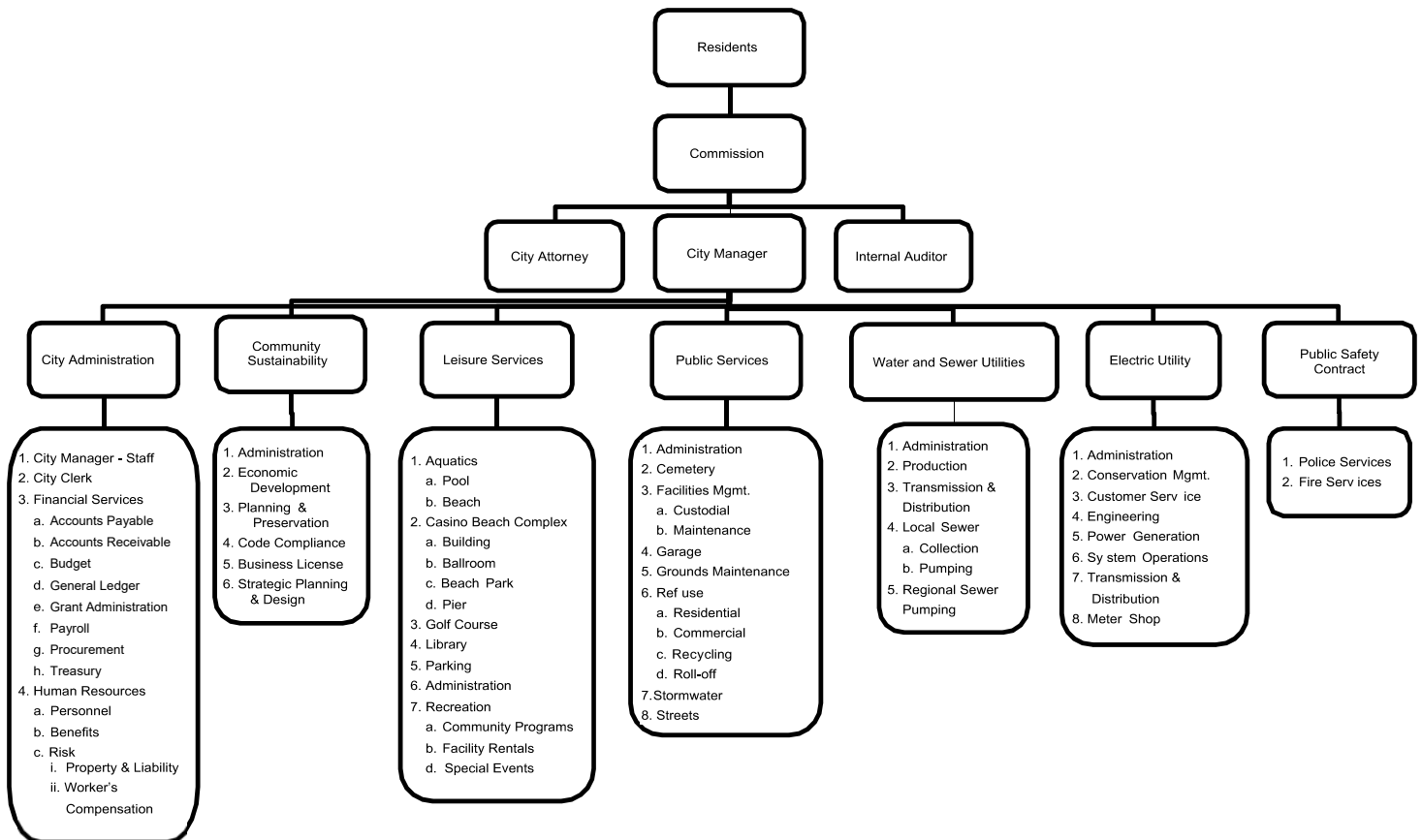
Should I be able to assist you in any way, please do not hesitate to contact me.

Sincerely,

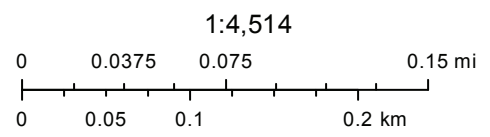
Craig Frost
NAPC

The City of Lake Worth Beach is a full-service municipality that considers parks and open space to be a critical part of the community's infrastructure. The City has full-time personnel and equipment that are dedicated to maintaining and operating the parks within the City. Northwest Park is one of the facilities included. The City funds these operations as part of its annual budget. The organizational chart for the City is included.

City-Wide Organizational Chart



Northwest Park - Plan of Improvements



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LEGAL DESCRIPTION

A PARCEL OF LAND SITUATE IN SECTION 16, TOWNSHIP 44 SOUTH, RANGE 43 EAST, PALM BEACH COUNTY, FLORIDA, BEING A PORTION OF GOVERNMENT LOTS 2 AND 6 IN SAID SECTION 16, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE INTERSECTION OF THE NORTH RIGHT OF WAY LINE OF 20th AVENUE NORTH, BEING 60.00 FEET IN WIDTH, AND THE EAST RIGHT OF WAY LINE OF A STREET, BEING 50.00 FEET IN WIDTH; THENCE ALONG SAID EAST RIGHT OF WAY LINE, NORTH 02°41'42" EAST, A DISTANCE OF 737.78 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE TO THE SOUTHEAST HAVING A RADIUS OF 30.00 FEET; THENCE NORTHERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 94°02'05", AN ARC DISTANCE OF 49.24 FEET TO A POINT OF COMPOUND CURVATURE WITH A CURVE CONCAVE TO THE SOUTHWEST HAVING A RADIUS OF 537.74 FEET, SAID POINT BEING ON THE SOUTHERLY EDGE OF PAVEMENT (26'± PAVING WIDTH) OF 22nd AVENUE AS FIELD LOCATED BY MOCK, ROOS AND ASSOCIATES, INC. ON NOVEMBER 26, 1999; THENCE EASTERLY ALONG SAID SOUTHERLY EDGE OF PAVEMENT AND ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 38°00'26", AN ARC DISTANCE OF 358.71 FEET; THENCE SOUTH 44°46'58" EAST, A DISTANCE OF 25.90 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE TO THE NORTHEAST HAVING A RADIUS OF 543.83 FEET; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 40°56'07", AN ARC DISTANCE OF 388.54 FEET TO THE POINT OF REVERSE CURVATURE OF A CURVE CONCAVE TO THE SOUTHWEST HAVING A RADIUS OF 5.00 FEET; THENCE EASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 86°38'01", AN ARC DISTANCE OF 7.58 FEET TO THE POINT OF TANGENCY, SAID POINT BEING ON THE WEST EDGE OF PAVEMENT (30'± PAVING WIDTH) OF D STREET AS FIELD LOCATED BY MOCK, ROOS AND ASSOCIATES, INC. ON NOVEMBER 26, 1999; THENCE ALONG SAID WEST EDGE OF PAVEMENT, SOUTH 00°54'56" WEST, A DISTANCE OF 421.78 FEET TO A POINT OF

LEGAL DESCRIPTION CONTINUED ON SHEET 2 OF 3

SHEET 1 OF 3
SEC. 16, TWP. 44 S, RGE. 43 E

REV: -
FIELD: -
DRAWN: KMB <i>KMB</i>
APPR: MMB <i>MMB</i>

MOCK ROOS
ENGINEERS SURVEYORS PLANNERS

5720 Corporate Way, West Palm Beach, Florida 33407
(561) 663-3113, fax 478-7248

SPECIFIC PURPOSE SURVEY
SECTION 16,
TOWNSHIP 44 SOUTH,
RANGE 43 EAST
CITY OF LAKE WORTH, FLORIDA

SCALE: N/A
DATE: 11-28-99
P.A.N.O. 98152.02
DR. NO. A-3809

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LEGAL DESCRIPTION (CONTINUED)

INTERSECTION WITH THE EASTERLY EXTENSION OF THE AFOREMENTIONED NORTH RIGHT OF WAY LINE OF 20th AVENUE NORTH; THENCE ALONG SAID EXTENDED LINE, SOUTH 89°19'01" WEST, A DISTANCE OF 43.79 FEET TO A CONCRETE MONUMENT, 1-1/2 INCH STEEL TOP WITH CONCRETE; THENCE CONTINUE SOUTH 89°19'01" WEST, A DISTANCE OF 701.44 FEET, FOR A TOTAL DISTANCE OF 745.23 FEET TO THE POINT OF BEGINNING.

CONTAINING 440,024.81 SQUARE FEET OR 10.10 ACRES, MORE OR LESS.

BEARINGS SHOWN HEREON ARE BASED ON THE SOUTH LINE OF GOVERNMENT LOT 6, SECTION 16, TOWNSHIP 44 SOUTH, RANGE 43 EAST, PALM BEACH COUNTY, FLORIDA, BEARING BEING SOUTH 89°19'01" WEST.

NOT VALID WITHOUT
ACCOMPANING SKETCH.
SHEET 3 OF 3

NOTES:

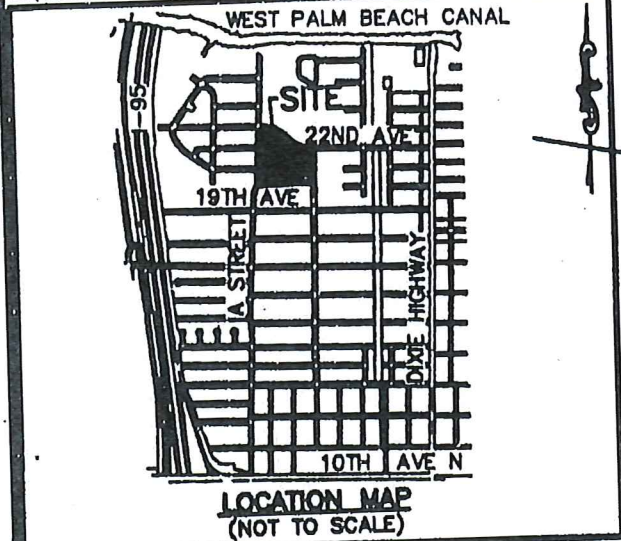
1. THIS DRAWING IS FOR FIELD LOCATION OF THE CITY OF LAKE WORTH NORTHWEST BALLFIELD AND IS TITLED SPECIFIC PURPOSE SURVEY. BOUNDARY CORNERS WERE NOT SET IN THE FIELD.
2. DATE OF FIELD SURVEY: NOVEMBER 22, 1999.
3. NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.
4. MOCK, ROOS AND ASSOCIATES, INC., LICENSED AUTHORIZATION NO. LB-048.
5. NO ABOVE GROUND IMPROVEMENTS WERE LOCATED AT THE CLIENTS REQUEST.
6. NO SEARCH OF THE PUBLIC RECORDS WAS MADE BY MOCK, ROOS AND ASSOCIATES, INC. LEGAL DESCRIPTION WAS WRITTEN BY THE SIGNING SURVEYOR AT THE DIRECTION OF THE CLIENT.

Mary Hanna Clodfelter
 MARY HANNA CLODFELTER
 PROFESSIONAL SURVEYOR & MAPPER
 FLORIDA CERTIFICATE NO. 4763

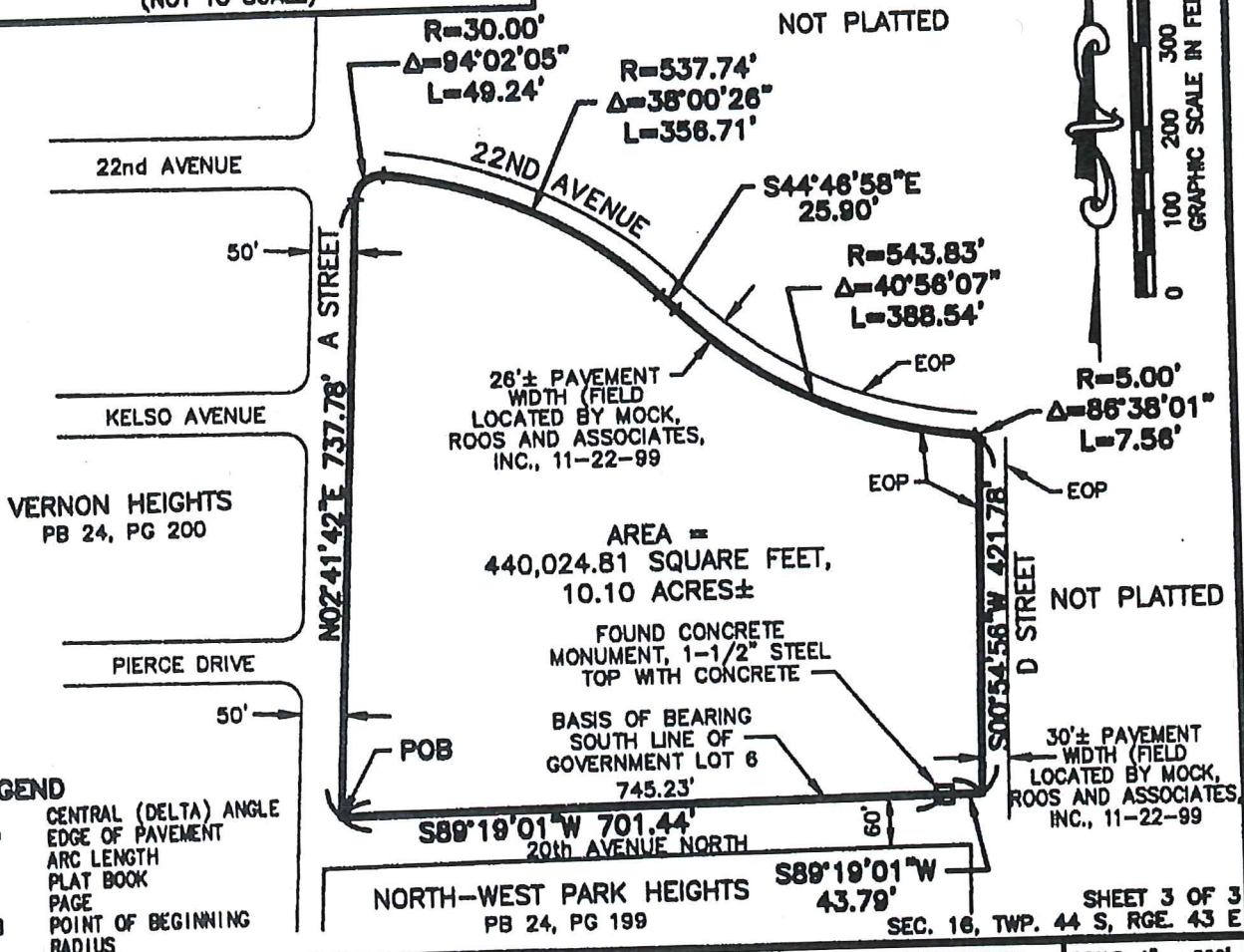
SHEET 2 OF 3
 SEC. 16, TWP. 44 S, RGE. 43 E

REV: -	 MOCK ROOS ENGINEERS & PLANNERS 5720 Corporate Way, West Palm Beach, Florida 33407 (561) 683-3113, fax 478-7248	SPECIFIC PURPOSE SURVEY SECTION 16, TOWNSHIP 44 SOUTH, RANGE 43 EAST CITY OF LAKE WORTH, FLORIDA	SCALE: N/A
FIELD: -			DATE: 11-26-99
DRAWN: KMB			P.A.N.O. 98152.02
APPR: MHC			DR. NO. A-3809

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- NOTES:**
1. THIS DRAWING IS FOR FIELD LOCATION OF THE CITY OF LAKE WORTH NORTHWEST BALLFIELD AND IS TITLED SPECIFIC PURPOSE SURVEY. BOUNDARY CORNERS WERE NOT SET IN THE FIELD.
 2. NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.
 3. MOCK, ROOS AND ASSOCIATES, INC., LICENSED AUTHORIZATION NO. LB-048.
 4. BEARINGS SHOWN HEREON ARE BASED ON THE SOUTH LINE OF GOVERNMENT LOT 6, SECTION 16, TOWNSHIP 44 SOUTH, RANGE 43 EAST, PALM BEACH COUNTY, FLORIDA, BEARING BEING SOUTH 89°19'01" WEST.



VERNON HEIGHTS
PB 24, PG 200

KELSO AVENUE

PIERCE DRIVE
50'

NORTH-WEST PARK HEIGHTS
PB 24, PG 199

SEC. 16, TWP. 44 S, RGE. 43 E

REV: -
FIELD: -
DRAWN: KMB
APPR: MNC

MOCK ROOS
 ENGINEERS AND PLANNERS
 5720 Corporate Way, West Palm Beach, Florida 33407
 (561) 683-3113, fax 478-7248

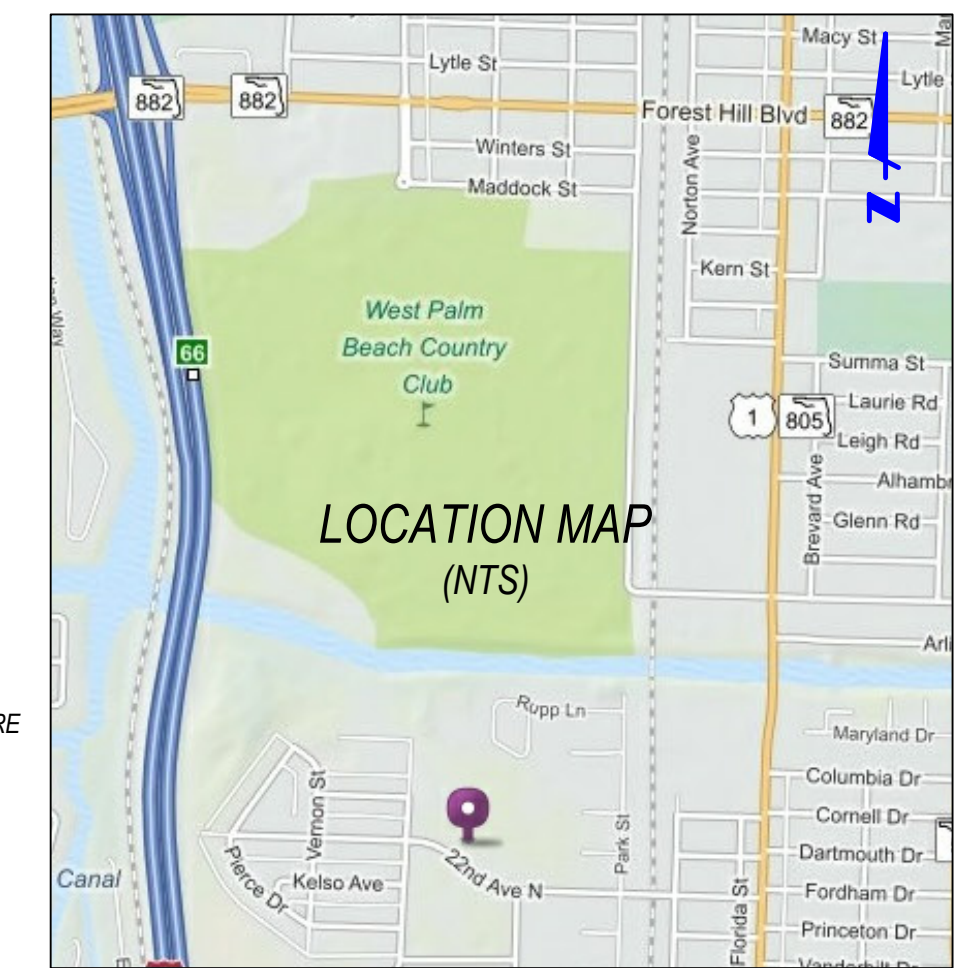
SPECIFIC PURPOSE SURVEY
 SECTION 16,
 TOWNSHIP 44 SOUTH,
 RANGE 43 EAST
 CITY OF LAKE WORTH, FLORIDA

SCALE: 1" = 200'
DATE: 11-26-09
P.A.N.O. 98152.02
DR. NO. A-3809

SHEET 3 OF 3

ABBREVIATIONS

- CL CENTERLINE
- R/W RIGHT-OF-WAY
- CB CATCH BASIN
- LP LIGHT POLE
- ES ELECTRIC SERVICE
- GV GATE VALVE
- SM SANITARY MANHOLE
- STM STORM MANHOLE
- BFP BACK FLOW PREVENTER
- WPP WOOD POWER POLE
- UNREC UNRECORDED
- CLF CHAIN LINK FENCE
- WF WOOD FENCE
- CONC CONCRETE
- FD FOUND
- COV COVERED
- WM WATER METER
- CBS CONCRETE BLOCK STRUCTURE
- POB POINT OF BEGINNING
- POC POINT OF COMMENCEMENT



PROPERTY ADDRESS:
900 22nd AVENUE, LAKE WORTH, FL. 33460

CERTIFIED TO:
CITY OF LAKE WORTH

LEGAL DESCRIPTION:
THAT PORTION OF THE CITY OF LAKE WORTH DEPICTED.

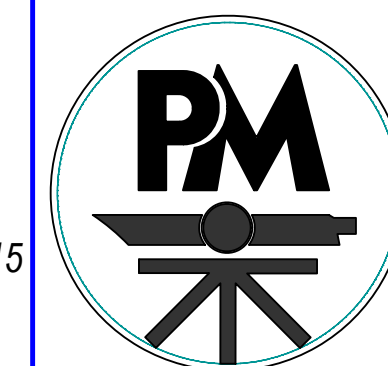
FIELD DATE: 6-05-15

SURVEYORS' NOTES:

1. I HEREBY CERTIFY THIS SURVEY MEETS MINIMUM TECHNICAL STANDARDS PURSUANT TO SECTION 472.027, FLORIDA STATUTES.
2. THE SURVEY MAP AND REPORT AND THE COPIES THEREOF ARE NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.
3. UNDERGROUND OR OBSCURED IMPROVEMENTS WERE NOT LOCATED.
4. DIMENSIONS ARE RECORD AND FIELD UNLESS OTHERWISE NOTED.
5. STATED DIMENSIONS TAKE PRECEDENCE OVER SCALED DIMENSIONS.
6. THIS FIRM'S CERTIFICATE OF AUTHORIZATION NUMBER IS LB 6788.
7. ADDITIONS OR DELETIONS TO SURVEY MAPS OR REPORTS BY OTHER THAN THE SIGNING PARTY OR PARTIES IS PROHIBITED WITHOUT WRITTEN CONSENT OF THE SIGNING PARTY OR PARTIES.
8. SURVEY SUBJECT TO RESERVATIONS, RESTRICTIONS, EASEMENTS AND RIGHTS-OF-WAY OF RECORD. (UNLESS A TITLE REVIEW, COMMITMENT REVIEW, OR OWNERSHIP AND ENCUMBRANCE REVIEW IS PRESENT ON THE FACE OF THIS DOCUMENT, THIS SURVEY HAS BEEN COMPLETED IN THE ABSENCE OF A TITLE INSURANCE POLICY).
9. LOCATION MAP IS GLEANED FROM ONLINE MAPPING SITES AND AND IS ONLY APPROXIMATE.

S1560612	LOCATIONS	JPM	CD	06-05-15
JOB#	PURPOSE	FIELD	DRAFT	DATE

**Specific Purpose Survey -
Locate Road, Fences, etc.**

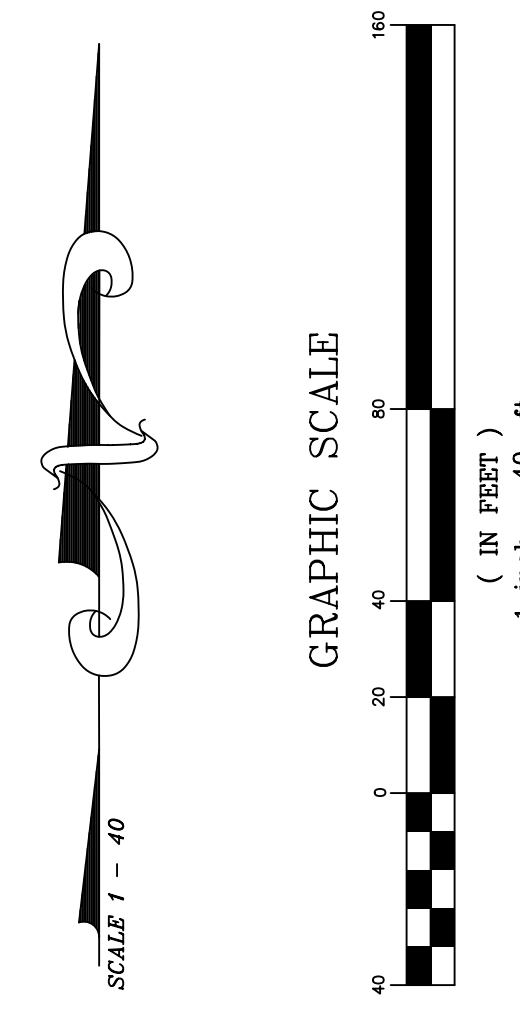
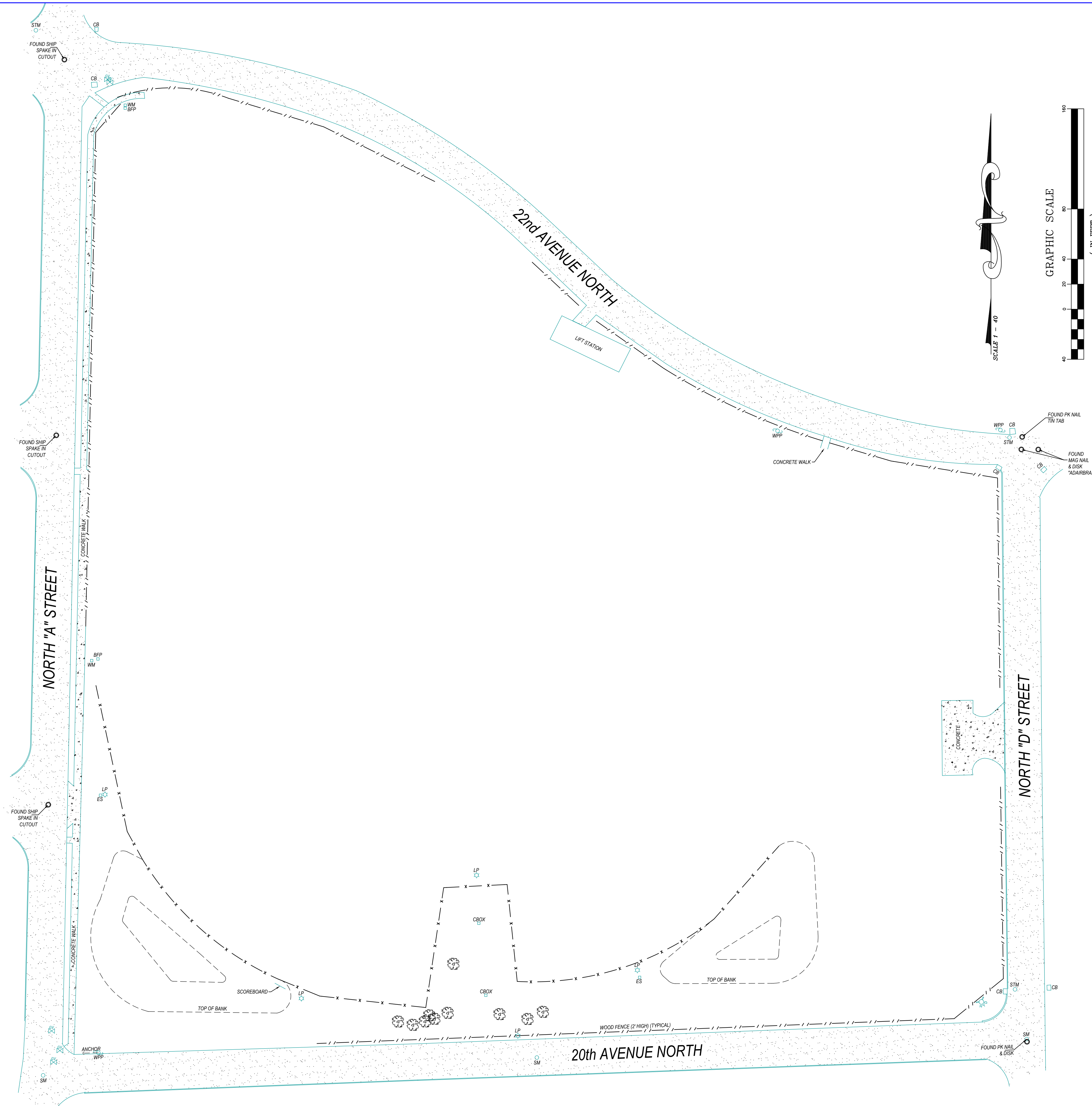


PM SURVEYING
LICENSED BUSINESS No. 6788

4546 CAMBRIDGE STREET
WEST PALM BEACH, FL 33415
OFFICE 561-478-7764
FAX 561-478-1094

Please visit us on the web @ www.pmsurveying.net

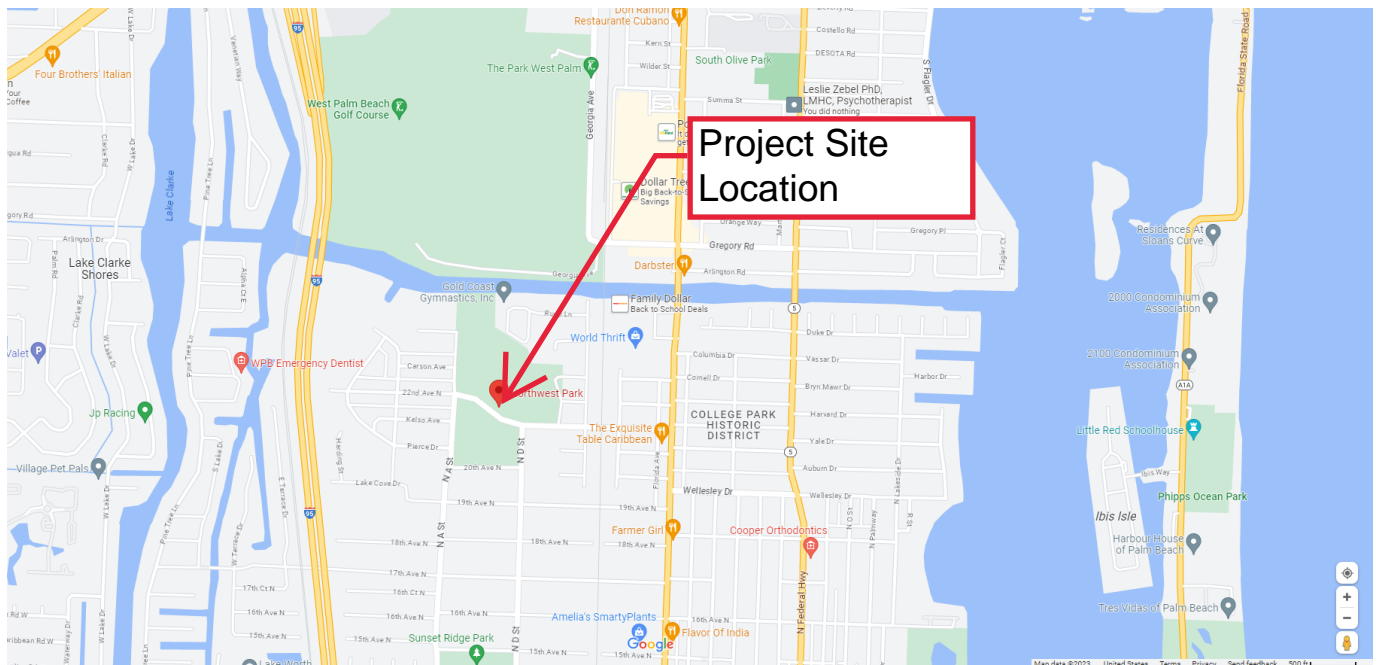
SIGNED: *Mark D. Laing* DATE: 06-05-15
MARK D. LAING
PROFESSIONAL LAND SURVEYOR AND MAPPER
FLORIDA CERTIFICATE NO. 5119











Northwest Park
900 22nd Ave N
Lake Worth Beach, FL 33460

Driving Directions from Tallahassee via I-75 and Florida Turnpike:

- 1) Take I-10 heading East out of Tallahassee
- 2) Take exit 296A for I-75 heading South towards Tampa
- 3) Continue onto Florida's Turnpike
- 4) Take exit 116 in Jupiter and merge onto I-95 heading South
- 5) Take exit 66 and head East on Forest Hill Boulevard
- 6) Turn Right onto US-1 heading South
- 7) Turn Right onto Worthmore Drive
- 8) Continue onto 22nd Avenue
- 9) Park destination is on the right

**TORCIVIA, DONLON,
GODDEAU & ANSAY, P.A.**

701 Northpoint Parkway, Suite 209
West Palm Beach, Florida 33407-1950
561-686-8700 Telephone / 561-686-8764 Facsimile
www.torcivialaw.com

Glen J. Torcivia
Lara Donlon
Christy L. Goddeau*
Carolyn S. Ansay*

Jennifer H.R. Hunecke
Jonathan E. O'Connell
Barbara Alterman
R. Brian Shutt*

*FLORIDA BAR BOARD CERTIFIED
CITY COUNTY AND LOCAL GOVERNMENT ATTORNEY

May 29, 2015

Department of Environmental Protection
Office of Operations
Land and Recreation Grants Section
3900 Commonwealth Boulevard, Mail Station 585
Tallahassee, FL 32399-3000

RE: North-West Park (generally located at 900 22nd Avenue North, Lake Worth, Florida 33460; Parcel Control Numbers: 38-43-44-16-00-006-0010; 38-43-44-16-00-000-1180 and 38-43-44-16-00-000-1170)

Dear Ladies and Gentlemen:

On behalf of the City of Lake Worth, I have reviewed the attached title search for the above referenced real property known as North-West Park. Based on my review of the attached title search, it appears fee title to the real property is vested in the City of Lake Worth, Florida.

This letter and the attached title search have been prepared for the benefit of the City of Lake Worth and the above-named addressee and for the purpose applying for the Fiscal Year 2014-2015 Florida Recreational Development Assistance Program grant funding, and may not be relied upon by third parties for any other purpose.

Sincerely,



Christy L. Goddeau, Esq.
Asst. City Attorney

Attachment as stated

TITLE SEARCH

Showing Ownership Only

Fund File Number: 06-2015-178851

Provided For: City of Lake Worth

Agent's File Reference: North-West Park

Effective Date of Search: April 29, 2015 at 11:00 PM

When the property description has been provided to this company by the customer, a search has been made up to the effective date for only those instruments vesting title in the current record owner.

Description of Real Property Situated in Palm Beach County, Florida.

Property Control numbers:

38-43-44-16-00-006-0010; 38-43-44-16-00-000-1180 and 38-43-44-16-00-000-1170

Apparent Title Vested in:

City of Lake Worth *by* Deeds

Recorded in: Deed Book [837, Page 292](#), Deed Book [1054, Page 148](#), Deed Book [763, Page 220](#), Deed Book [771, Page 401](#), Deed Book [771, Page 403](#), Deed Book [771, Page 405](#), Deed Book [818, Page 580](#), Public Records of Palm Beach County, Florida.

This search does not cover matters other than those recorded in the Official Records Book of the county and does not assure the legality or validity of the referenced instruments. In addition, it does not contain any information about owners who have elected to have their names kept confidential in the public records pursuant to Sec. 119.07 F.S.

The information contained herein is furnished for information only. Maximum liability for incorrect information is \$1000.

Ad Valorem tax information is not provided.

Prepared this 11th day of May, 2015.

Attorneys' Title Fund Services, LLC.

Prepared by: Rebecca Cacciatore, Sr. Examiner
Phone Number: 800-515-0155 Ext. 6411

DEED 763 and 220

BOARD OF COMMISSIONERS OF EVERGLADES DRAINAGE DISTRICT

DEED No. 5011

WHEREAS, the title to the land hereinafter described became vested in the grantor under and by virtue of Section 63, Chapter 14717, Laws of Florida, Acts of 1931, as re-enacted by Section 8, Chapter 2652, Laws of Florida, Acts of 1941, or Section 15 (1), Chapter 2652, Laws of Florida, Acts of 1941, by virtue of tax sale certificates or tax liens for Everglades Drainage District taxes, as hereinafter described.

WHEREAS, the provisions of Section 67, Chapter 14717, Laws of Florida, Acts of 1931, as amended by Section 11, Chapter 2652, Laws of Florida, Acts of 1941, with reference to the manner of selling said land, have been complied with.

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS: That the Board of Commissioners of Everglades Drainage District for and in consideration of the sum of \$ 9.44

Five & 44/100 Dollars to it in hand paid, the receipt whereof I hereby acknowledged, has granted, bargained and sold, and by these presents does grant, bargain, sell and convey unto John H. Probstford

Ed. F. Donkle, 202 Guaranty Bldg, West Palm Beach, Florida of Palm Beach County, Florida

the following described land, situate, lying and being in Palm Beach County, Florida, to-wit:

Part No.	Date	Description	Sec.	Twp.	Rge.	Ac.
Part 2760	8/1/32					
20647	7/15/41	NE 1/4 OF NE 1/4 W of Ry, (Less N 1005')	16	44	43	10
14255	6/30/42	& Gov. Lot 2 (Less N 1005')				
Part 2329	9/7/31					
Part 19554	7/15/41	N 1005' of NE 1/4 OF NE 1/4 W of Ry, (Less N 400' & Canal E/W) & N 1005' of Gov.	16	44	43	15.5
Part 13397	6/30/42	Lot 2 (Less N 400' & Canal E/W)				

Subject to road rights of way and easements existing on the date of this deed. All outstanding valid taxes

TO HAVE AND TO HOLD the above granted and described premises unto the said grantee and his heirs, successors and assigns forever.

The following reservations shall not apply if the property hereinafter described is in area one acre or less.

The grantor does not sell and convey but hereby expressly reserves for itself, its successors and assigns, fifty percent of all of the oil, gas and other minerals and mineral rights, whether metallic or nonmetallic, which it now owns, in, on and under the surface of the lands described herein, with the perpetual right of ingress and egress to and from said land for the purpose of drilling, exploring and mining and in every way operating for such minerals and removing the same.

Saving and reserving unto the said Board of Commissioners of Everglades Drainage District, and its successors, the right at any time to enter upon the said lands and make or cause to be made, or constructed thereon, such canals, ditches, ways, dikes and other works as may in the judgment of said Board, or its successors, be necessary and beneficial for the drainage or reclamation of any of the lands in the Everglades Drainage District, and to take from the said lands hereby conveyed and to use such gravel, stone or earth, as may in the judgment of the Board, or its successors, be necessary to use in the making and construction of said canals, cuts, ditches, ways, dikes and other works upon said lands for the purposes aforesaid.

And further saving and reserving unto the said Board, and its successors, the right to the exclusive possession, occupation, use and enjoyment of a strip of land ranging across the above described premises, one hundred thirty feet (130') on each side of the center line of any canal, cut, ditch, way or dike that has been or may be made and constructed on said land by said Board of Commissioners of Everglades Drainage District, or its successors, for the purposes aforesaid, and the exclusive right to take, use, dispose and enjoy any timber, cork, stone, rock or gravel lying in and upon said strip of land.

IN WITNESS WHEREOF, the Board of Commissioners of Everglades Drainage District has caused this Deed to be signed in its name by its Clerk, assisted by its Secretary, and its corporate seal to be hereunto affixed, at West Palm Beach, Palm Beach County, Florida, this 2nd day of May, 1941.



Secretary: A. D. Winston Hubbard and Clerk: [Signature]

BOARD OF COMMISSIONERS OF EVERGLADES DRAINAGE DISTRICT, [Signature]

033 MAY 0190
REC-768 MAR 221

STATE OF FLORIDA }
COUNTY OF PALM BEACH } SS.

I HEREBY CERTIFY, that on this, the 2nd day of May, A. D. 1946,
before me, the undersigned authority, personally appeared K. M. Thompson

Secretary, of the Board of Commissioners of the Everglades Drainage District, a body corporate under the laws of the State of Florida, to me known to be the person who signed the foregoing instrument as such officer and acknowledged the execution thereof to be his free act and deed as such officer for the purposes and uses therein mentioned, and that he affixed thereto the official seal of the said Everglades Drainage District, and that the said instrument is the act and deed of said Board.

WITNESS, my signature and official seal at West Palm Beach, said County and State, the day and year last aforesaid.

Edith M. Stanley
NOTARY PUBLIC, State of Florida at Large.

NOTARY PUBLIC
My Commission expires:
Notary Public, State of Florida at Large.
My Commission expires August 9, 1948.
Issued by American Surety Co. of N. Y.

STATE OF FLORIDA }
COUNTY OF Palm Beach } SS

I HEREBY CERTIFY, that on this, the 2nd day of May, A. D. 1946,
before me, the undersigned authority, personally appeared W. D. Hilsbeck

Chairman of the Board of Commissioners of the Everglades Drainage District, a body corporate under the laws of the State of Florida, to me known to be the person who signed the foregoing instrument as such officer and acknowledged the execution thereof to be his free act and deed as such officer for the purposes and uses therein mentioned, and that the said instrument is the act and deed of said Board.

WITNESS, my signature and official seal at West Palm Beach, said County and State, the day and year last aforesaid.

Edith M. Stanley
NOTARY PUBLIC, State of Florida at Large.

NOTARY PUBLIC
My Commission expires:
Notary Public, State of Florida at Large.
My Commission expires August 9, 1948.
Issued by American Surety Co. of N. Y.

STATE OF FLORIDA }
COUNTY OF PALM BEACH }
This instrument was filed for record in
Book 134, and recorded in
Page 765.
Record verified.
I ALICE ARNETTE CLARK, Clerk of the
County of Palm Beach, do hereby certify that
the foregoing is a true and correct copy of the
original as the same appears in the records of
this office.
By Alice Arnette Clark, Clerk of the County.

FILED
MAY 11 1946
NOTARY PUBLIC

155
160
91 & 7
202
Kunzfeld
W.D. Hilsbeck
City

WARRANTY DEED

RECORD BOOK A. B. 4

Manufactured and sold by the E. & W. B. Dees Company
Tomball, Texas

DEED 771 PAGE 401

A. D. 1946

This Instrument, Made this 4th day of May

Between JOHN H. BREZSFORD, single

of the County of Palm Beach and State of Florida
part of of the first part, and CITY OF LAKE WORTH
whose mailing address is
of the County of Palm Beach and State of Florida

part of of the second part, ~~that~~ that the said party of the first part, for and in consideration of the sum of Ten and 00/100 - - - - - Dollars, and other good and valuable considerations to him in hand paid, the receipt whereof is hereby acknowledged, has granted, bargained, sold and conveyed, and by these presents does grant, bargain, sell, convey and confirm unto the said party of the second part and its heirs and assigns forever, all that certain parcel of land lying and being in the County of Palm Beach and State of Florida, more particularly described as follows:

North 1/2 of Government Lot 1, less all that part North of the Canal, and also less that part thereof lying East of the Florida East Coast Railway right-of-way; and all of Government Lot 2 lying South of the West Palm Beach Canal Right-of-way; All in Section 16, Township 44 South, Range 43 East.

SUBJECT to taxes subsequent to the year 1945.

JUL



Together with all the tenements, hereafter and appurtenances, with every privilege, right, title, interest and estate, dower and right of dower, reversion, remainder and coverture thereto belonging or in anywise appertaining; To Have and to Hold the same in fee simple forever.

And the said party of the first part doth covenant with the said party of the second part that he lawfully seized of the said premises; that they are free from all encumbrances and that he good right and lawful authority to sell the same; and the said party of the first part do hereby fully warrant the title to said land, and will defend the same against the lawful claims of all persons in anywise.

In Witness Whereof, the said party of the first part has hereunto set his hand and seal the day and year first written.

Witness my hand and seal this 4th day of May 1946.

DEED 771 page 412

State of FLORIDA
County of PALM BEACH

I Henry Coffey, That on this day, before me, an officer duly authorized in the State aforesaid and in the County aforesaid to take acknowledgments, personally appeared

JOHN H. BRAYSTON

to me known to be the person described in and who executed the foregoing instrument and he acknowledged before me that he executed the same.

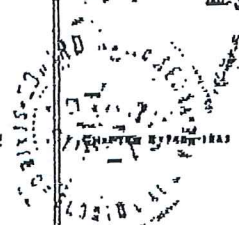
Witness my hand and official seal in the County and State last aforesaid this 4th

day of May, A. D. 1946.

Lawrence Keenan

Notary Public,
My commission expires

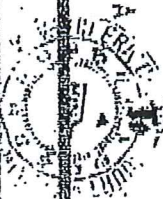
Notary Public, State of Florida at Large
My commission expires October 3, 1947
Bonded by American Surety Co. of N. Y.



Warranty Deed

Date

Abstract of Description



State of Florida,
County of PALM BEACH

On this 4th day of May, A. D. 1946, at 12:30 o'clock P. M., the instrument was filed for record, and being duly acknowledged and proven, I have recorded the same on page 401 of Book 771 in the public records of said County.

Record Verified

In Witness Whereof, I have hereunto set my hand and affixed the seal of the Circuit Court of the 1st Judicial Circuit of said State, in and for said County.

Henry Coffey
Clerk

1946
May 4 1946

STATE OF _____ COUNTY OF _____ 1946

That ~~the said~~ ~~known to me to be the wife of the said~~

on a separate and private acknowledgment, made and given in the above named State and County by and before me, ~~and~~ ~~from her said husband~~ did this day acknowledge before me, an officer authorized to take acknowledgments of deeds, that she executed the foregoing instrument ~~free and voluntary, and that she executed the same in full view of her mind, and that she executed the same in full view of her mind~~

DEED 771 PAGE 403

WARRANTY DEED

DEED'S FORM N. 2. 4

Manufactured and sold only by The S. A. W. S. Trust Company
Baltimore, Florida

This ~~Instrument~~, Made this 10th day of May, A. D. 19 46.

Between HELKS B. HOOD and MARGARET HOOD, Executrices of the Estate of MARY B. HOOD, deceased,

of the County of Palm Beach and State of Florida
part 1st of the first part, and CITY OF LAKE WORTH, FLORIDA, a municipal
whose mailing address is Lake Worth corporation
of the County of Palm Beach and State of Florida

part y of the second part, ~~Witnessed~~, that the said parties of the first part, for and in consideration of the sum of Ten Dollars, and other good and valuable considerations to them in hand paid, the receipt whereof is hereby acknowledged, have granted, bargained, sold and conveyed, and by these presents do gain, sell, convey and confirm unto the said party of the second part and its heirs and assigns forever, all that certain parcel of land lying and being in the County of Palm Beach, and State of Florida, more particularly described as follows:

The North Half (1/2) of Government Lot 1, LESS all that part north of Canal, and also LESS that part thereof lying east of Florida East Coast Railway Right-of-Way; and all of Government Lot 2 lying south of West Palm Beach Canal Right-of-Way, all in Section 16, Township 44 South, Range 45 East.



Together with all the tenements, hereditaments and appurtenances, with every privilege, right, title, interest and estate, power and right of dower, reversion, remainder and easement thereto belonging or to anywise appertaining: To Have and to Hold, the same in fee simple forever.

And the said parties of the first part do covenant with the said party of the second part that they are lawfully seized of the said premises, that they are free from all encumbrances and that they have good right and lawful authority to sell the same; and the said party 1st of the first part do hereby fully warrant the title to said land, and will defend the same against the lawful claims of all persons whomsoever.

In Witness Whereof, the said party 1st of the first part has hereunto set their hand and seal the day and date first above written.

Subscribed and sworn to before me this 10th day of May, 1946.

[Signature]
Notary Public

DEED 771 PAGE 404

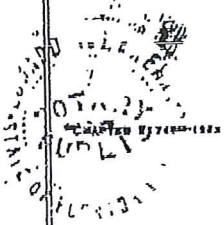
State of FLORIDA
County of PALM BEACH

I Herby Certify, That on this day, before me, an officer duly authorized in the State aforesaid and in the County aforesaid to take acknowledgments, personally appeared
HELEN B. HOOD and MARGARET HOOD, Executrices of the Estate
of MARY B. HOOD, deceased,
to me known to be the person a described in and who executed the foregoing instrument and
they acknowledged before me that they executed the same.

Witness my hand and official seal in the County and State last aforesaid this 10
day of MAY, 1946.

Edwin R. Keenan
Notary Public,
My commission expires

Notary Public, State of Florida at Large
My commission expires October 1, 1949
Issued by American Surety Co. of N. Y.



Warranty Deed

Date

Abstract of Description

State of Florida,
County of PALM BEACH

On this 5 day of MAY A. D. 1946, at 12:15 o'clock P.M., this instrument was filed for record, and being duly acknowledged and proven, I have recorded the same on pages 403 of Book 771 in the public records of said County. Record Verified

In Witness Whereof, I have hereunto set my hand and affixed the seal of the Circuit Court of the 5th Judicial Circuit of said State, in and for said County.

W. C. ...
Clerk

STATE OF ...

And I further Certify, That the said
known to me to be the wife of the said
on a separate and private examination, taken and made in the above named State and County
by and before me separately and apart from her said husband, and that day acknowledged before
me, an officer authorized to take acknowledgments of deeds, that she executed the foregoing in-
strument freely and voluntarily and without any compulsion, constraint, imposition or fear of or
from her said husband.

Witness my hand and official seal in the County and State last aforesaid this
day of ...

266

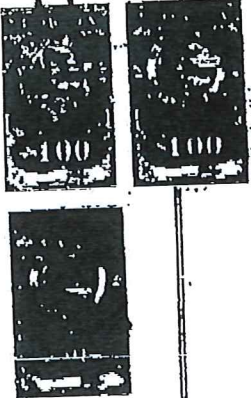
THIS INSTRUMENT, Made this 11th day of August,

A.D. 1947, BETWEEN CITY OF LAKE WORTH, FLORIDA, a municipal corporation, existing under the laws of the State of Florida, having its principal place of business in the County of Palm Beach and State of Florida, party of the first part, and AMERICAN CEMENTS, INC., a Delaware Corporation, whose mail address is P. O. Box 969, Lake Worth, Florida.

party of the second part, WITNESSETH, That the said party of the first part, for and in consideration of the sum of Ten Dollars, to it in hand paid, the receipt whereof is hereby acknowledged, has granted, bargained, sold, aliened, remised, released, conveyed and confirmed, and by these presents doth grant, bargain, sell, alien, remise, release, convey and confirm unto the said party of the second part, and its successors and assigns forever, all that certain parcel of land lying and being in the County of Palm Beach and State of Florida, more particularly described as follows:

Beginning at the Northeast corner of Section 16, Township 44 South, Range 43 East; thence running Westerly along the North line of said Section 16 a distance of 851.10 feet to a point on the West Right-of-Way line of the Florida East Coast Railway; thence Southerly along the said West Right-of-Way line of the Florida East Coast Railway a distance of 630.03 feet to a concrete monument on the South Right-of-Way line of the West Palm Beach Canal, which monument is the point of beginning; thence continuing Southerly along the said West Right-of-Way line of the Florida East Coast Railway a distance of 722.83 feet to a concrete monument; thence running Westerly parallel to said North line of said Section 16 a distance of 734.48 feet to a concrete monument, which monument is 51.61 feet Easterly from the meander line of Lake Clark; thence running Northwesterly parallel to said meander line of Lake Clark, and 50 feet therefrom measured at right angles from said meander line, a distance of 172.27 feet to a concrete monument; thence running Northwesterly parallel to said meander line of Lake Clark, and 50 feet Northwesterly therefrom measured at right angles from said meander line, a distance of 416.20 feet to a concrete monument; thence running Northerly parallel to said West Right-of-Way line of the Florida East Coast Railway a distance of 351.77 feet to a concrete monument on said South Right-of-Way line of the West Palm Beach Canal; thence running Easterly parallel to the said North line of said Section 16 along the said South Right-of-Way line of the West Palm Beach Canal a distance of 1135.15 feet to the point of beginning; Containing 15 acres, more or less.

TOGETHER with all the tenements, hereditaments and appurtenances, with every privilege, right, title, interest and estate, reversion, remainder and easement thereto belonging or in anywise



DEED 818 MAR 581

appertaining: TO HAVE AND TO HOLD the same in fee simple forever.

And the said party of the first part doth covenant with the said party of the second part that it is lawfully seized of the said premises; that they are free of all encumbrances, and that it has good right and lawful authority to sell the same; and the said party of the first part does hereby fully warrant the title to said land, and will defend the same against the lawful claim of all persons whomsoever.

IN WITNESS WHEREOF, the said party of the first part has caused these presents to be signed in its name by its Mayor, and its corporate seal to be affixed, attested by its City Clerk, the day and year above written.

CITY OF LAKE WORTH, FLORIDA

By F. M. Davis
Mayor



[Signature]
City Clerk

Signed, sealed and delivered in our presence:

[Signature]
[Signature]

DEED 818 582

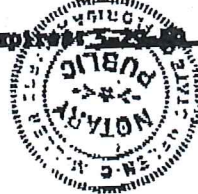
STATE OF FLORIDA)
COUNTY OF PALM BEACH)

I HEREBY CERTIFY, That on this 11th day of August, A.D. 1947, before me personally appeared HAROLD M. DAVIS and E. G. SWINE, respectively Mayor and City Clerk of CITY OF LAKE WORTH, FLORIDA, a corporation under the laws of the State of Florida, to me known to be the individuals and officers described in and who executed the foregoing conveyance to AMERICAN CHLOROPHYLL, Inc., and severally acknowledged the execution thereof to be their free act and deed as such officers thereunto duly authorized; and that the official seal of said corporation is duly affixed thereto, and the said conveyance is the act and deed of said corporation.

WITNESS my signature and official seal at Lake Worth, in the County of Palm Beach and State of Florida, the day and year last aforesaid.

Henry W. Miller
Notary Public

My commission expires 1-1-48



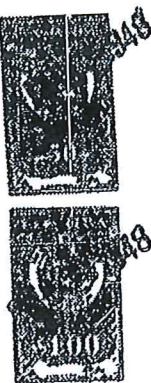
This instrument was filed for Record on 1:55 PM, this 12th day of Aug. 1947, and recorded in Book 580, as page 580. Record made by J. ALAN ARNETTE, Clerk Circuit Court, Palm Beach County, Florida.
By [Signature] Deputy Clerk

DEED 837 ²⁰² Board of Education, State of Florida

DEED NO. 4382

KNOW ALL MEN BY THESE PRESENTS That the Board of Education of the State of Florida, under the provisions of Section 229.04(6), Florida Statutes, 1961, did give in consideration of the sum of one thousand four hundred sixty-three and 00/100 (\$1,463.00) to the City of Lake Worth, a municipal corporation of the State of Florida of the County of Palm Beach, State of Florida, have granted, bargained and sold, and do by these presents grant, bargain, sell and convey unto the said City of Lake Worth, a municipal corporation of the State of Florida and its successors and assigns, forever, the following described lands, to wit:

Government Lot Six (6),
 Section Sixteen (16),
 Township Forty-Four (44) South,
 Range Forty-Three (43) East,



containing 39.27 acres, more or less, and lying and being in the County of Palm Beach, in said State of Florida:

TO HAVE AND TO HOLD the above granted and described premises unto the said City of Lake Worth, a municipal corporation of the State of Florida and assigns, forever.

HAVING AND RESERVING unto the said Board of Education of the State of Florida, and their successors, the right at any time to enter upon the said lands and make or cause to be made and constructed thereon such canals, cuts, sluice-ways, dikes and other works as may be in the judgment of the said Board of Education of the State of Florida, or their successors, be necessary and useful for the drainage or reclamation of any of the lands granted to the State of Florida, by Act of Congress, approved March 3rd, 1845, and to take from the said lands hereby conveyed and to use such gravel, stone or earth as may, in the judgment of the said Board of Education of the State of Florida, or their successors, be necessary to use in the making and construction of said canals, cuts, sluice-ways, dikes and other works upon said lands for the purposes aforesaid.

AND FURTHER SAVING AND RESERVING unto the said Board of Education of the State of Florida, the right to the exclusive possession, occupation, use and enjoyment of a strip of land running across the above described premises, one hundred and thirty feet on each side of the center line of any canal, cut, sluice-way or dike that may be made and constructed on said land by the said Board of Education of the State of Florida, or their successors, for the purpose aforesaid and the exclusive right to take, use, sell, dispose of and enjoy any timber, earth, stone, rock or gravel in or upon said strip of land.

AND FURTHER SAVING AND RESERVING unto the said Board of Education of the State of Florida, and their successors, the entire interest in and title in and to an the entire interest in all the phosphate, minerals and metals that are or may be in, on or under the said above described land, with the privilege and right to mine and develop the same.

AND FURTHER SAVING AND RESERVING unto the said Board of Education of the State of Florida, and their successors, the entire interest in and title in and to an the entire interest in all the petroleum that is or may be in, on or under the said above described land, with the privilege to mine and develop the same.

IN TESTIMONY WHEREOF, The members of said Board have herewith subscribed their names and affixed their seals, and have caused the seal of "THE DEPARTMENT OF AGRICULTURE OF THE STATE OF FLORIDA" to be herewith affixed at the Capitol, in the City of Tallahassee, on this the

28th day of December, A. D. Nineteen Hundred and Forty-Six.



[Signature] (SEAL)
 Governor.
[Signature] (SEAL)
 Secretary of State.
[Signature] (SEAL)
 Attorney-General.
[Signature] (SEAL)
 Treasurer.
[Signature] (SEAL)
 Superintendent of Public Instruction.

This instrument was read for record at 9:00 a.m. on 12/27 day of December, 1946 and recorded in Book 137 Page 294. Records verified by Alan R. ...
 Notary Public Palm Beach County, Fla.

This instrument, Made this 10th day of May, A. D. 1948.

Between FREDERICK B. DURKLE, as sole Executrix of the Estate of EDWARD H. BRISTOLF, deceased,

of the County of Palm Beach and State of Florida part y of the first part, and CITY OF LAKE WORTH, FLORIDA, a municipal corporation whose mailing address is Lake Worth of the County of Palm Beach and State of Florida

part y of the second part, Witnesseth, that the said part y of the first part, for and in consideration of the sum of Dollars, and other good and valuable considerations to her in hand paid, the receipt whereof is hereby acknowledged, has granted, bargained, sold and conveyed, and by these presents do give, sell, convey and confirm unto the said part y of the second part and its successors and assigns forever, all that certain parcel of land lying and being in the County of Palm Beach, and State of Florida, more particularly described as follows:

The North Half (N1/2) of Government Lot 1, LESS all that part north of Canal, and also LESS that part thereof lying east of Florida East Coast Railway Right-of-Way; and all of Government Lot 2 lying south of West Palm Beach Canal Right-of-Way, all in Section 16, Township 44 South, Range 45 East.



Together with all the tenements, hereditaments and appurtenances, with every privilege, right, title, interest and estate, dower and right of dower, reversions, remainder and easement thereto belonging or in anywise appertaining: To Have and to Hold the same in fee simple forever.

And the said part y of the first part do covenant with the said part y of the second part that she is lawfully seized of the said premises, that they are free from all encumbrances and that she has good right and lawful authority in sell the same; and the said part y of the first part do hereby fully warrant the title to said land, and will defend the same against the lawful claims of all persons whomsoever.

In Witness Whereof, the said part y of the first part has hereunto set her hand and seal this 10th day of May 1948.

Signed, sealed and delivered in presence of: [Signature]

DEED 771 PAGE 406

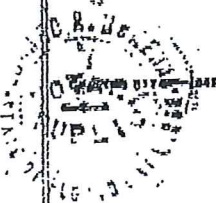
State of FLORIDA
County of PALM BEACH

I Hereby certify, That on this day, before me, an officer duly authorized in the State aforesaid and in the County aforesaid to take acknowledgments, personally appeared
FREDRIKA B. DUNKLE, the sole Executrix of the Estate of
Edmund M. Bradford, deceased.
to me known to be the person described in and who executed the foregoing instrument and she acknowledged before me that she executed the same.

Witness my hand and official seal in the County and State last aforesaid this 10
day of May, A. D. 1948.

Edw. R. W. Keene
Notary Public,
My commission expires

Notary Public, State of Florida at Large
My commission expires October 3 1949
Issued by American Surety Co. of N. Y.



Warranty Deed

Date

Abstract of Description

State of Florida,
County of PALM BEACH

On this 5 day of May A. D. 1948, at 11:15 o'clock P. M., this instrument was filed for record, and being duly acknowledged and proven, I have recorded the same on page 405 of Book 771 in the public records of said County.

Record Verified
In Witness Whereof, I have hereunto set my hand and affixed the seal of the Circuit Court of the 18th Judicial Circuit of said State, in and for said County.

W. G. Gault Clerk
Edw. R. W. Keene D. C.

State of _____ County of _____

I, _____, do hereby certify, That the said _____ known to me to be the wife of the said _____ on a separate and private execution, taken and made in the above named State and County by and before me, separately and apart from her said husband, and the day acknowledged before me, an officer authorized in and to take acknowledgments in said State, and who executed the foregoing instrument freely and voluntarily and without any fraud, coercion, or undue influence of any kind or from her said husband.

1054 148

SPECIAL WARRANTY DEED

THIS INDENTURE, made this 26 day of April, 1954,
between CITY OF LAKE WORTH, a municipal corporation of the State
of Florida, having its principal place of business in the County
of Palm Beach and State of Florida, party of the first part, and
LAKE WORTH TEMPLE CORPORATION, a Florida corporation, having its
principal place of business in the City of Lake Worth, County of
Palm Beach and State of Florida, party of the second part,

WITNESSETH, that the said party of the first part, for
and in consideration of the sum of Forty-five Hundred (\$4,500.00)
Dollars, to it in hand paid, the receipt whereof is hereby
acknowledged, has granted, bargained and sold to the said party
of the second part, its successors and assigns forever, the
following described land, situate, lying and being in the County
of Palm Beach and State of Florida, to-wit:

A parcel of land in Government Lots 2 and 6, Section 16,
Township 44 South, Range 43 East, in the City of Lake
Worth, Palm Beach County, Florida, more particularly des-
cribed as follows:

Beginning at the Northwest corner of Lot 13, Block 20,
Worthmore Park, according to Plat Book 13, page 20, re-
corded in the office of the Clerk of the Circuit Court
in and for Palm Beach County, Florida, which corner is
in the South right-of-way line of Worthmore Avenue (now
known as 22nd Avenue, North); thence running southerly
along the west line of said Worthmore Park a distance
of six hundred fifty (650) feet to the southwest corner of
Lot 9, Block 22, in said Worthmore Park and which corner
is the southwest corner of said Worthmore Park and lies
in the North line of Lake Worth Heights, according to
Plat Book 7, page 25, in the office of the aforesaid Clerk
of the Circuit Court; thence running westerly along said
North line of said Lake Worth Heights a distance of three
hundred eighty-nine and forty-seven one-hundredths (389.47)
feet to the Northeast corner of Lot 17, Block 1, in said
Lake Worth Heights; thence running northerly parallel to
said West line of said Worthmore Park a distance of six
hundred fifty (650) feet; thence running easterly parallel
to said North line of said Lake Worth Heights a distance
of three hundred eighty-nine and forty-seven one-hundredths
(389.47) feet to the point of beginning; less a parcel in
the northwest corner of above described tract which measures
one hundred fifty (150) feet on each side and contains
twenty-two thousand five hundred (22,500) square feet and
which is retained by the City of Lake Worth as a water
tower site.

DEED 1054 PAGE 149

And the said party of the first part does hereby fully warrant the title to said land, and will defend the same against the lawful claims of all persons whomsoever, claiming by, through or under the grantor herein.

IN WITNESS WHEREOF, the said party of the first part has caused these presents to be signed in its name by its Mayor, and its corporate seal to be affixed, attested by its City Clerk the day and year above written.

CITY OF LAKE WORTH

James A. Stafford
Mayor

ATTEST:

Robert T. O'Connor
City Clerk

STATE OF FLORIDA }
COUNTY OF PALM BEACH }

I HEREBY CERTIFY, that, on this 26 day of April, 1954, before me personally appeared JAMES A. STAFFORD and ROBERT T. O'CONNOR, respectively Mayor and City Clerk of the City of Lake Worth, a municipal corporation of the State of Florida, to me known to be the individuals and officers described in and who executed the foregoing conveyance and severally acknowledged the execution thereof to be their free act and deed as such officers thereunto duly authorized; and, that the official Seal of said corporation is duly affixed thereto, and the said conveyance is the act and deed of said corporation.

WITNESS my signature and official seal at Lake Worth, in the County of Palm Beach and State of Florida, the day and year last aforesaid.

Paul A. Fales
Notary Public, State of Florida
At Lake Worth
My commission expires

Notary Public, State of Florida at Lake Worth
My Commission expires April 15, 1955
Printed by Joseph G. ...

This instrument was recorded at 3:13 PM on the 13 day of May, 1954 and recorded in Book and Page noted above. Witnessed by J. ALIX MARIETTE, Clerk Circuit Court Palm Beach County Fla. By Blaise Waters Deputy Clerk

QUIT-CLAIM DEED
FROM CORPORATION

PARCELS 16-44-43

RANGE 43 EAST TOWNSHIP 44 SOUTH

1145 1

2127 Quit-Claim Deed

JUN 18 2 43 PM '64

This Indenture, Made this 28th day of October, A.D. 1964,

BETWEEN
KFFSOM REALTY CORPORATION
a corporation existing under the laws of the State of Florida, party of the
first part and LAKE WORTH INDUSTRIAL CENTER, INC.,
of the County of Palm Beach and State of Florida, party
of the second part.

WITNESSETH, That the said party of the first part, for and in consideration of the sum of
TEN (\$10.00) and other considerations Dollars,
in hand paid by the said part y of the second part, the receipt whereof is hereby acknowledged, hath
remised, released and quit-claimed, and by these presents doth remisa, release, and quit-claim unto the said
part y of the second part, and heirs and assigns forever, all the estate, right, title, lien,
equity, interest, claim and demand which the said party of the first part hath in and to the following
described lot, piece, or parcel of land, situate, lying and being in the County of
Palm Beach, State of Florida, loccitt: 16-44-43

BEGINNING at the Northeast corner of Section 16,
Township 44 South, Range 43 East, thence running
Westerly along the North line of said Section 16,
a distance of 851.10 feet to a point on the West
right of way line of the Florida East Coast Rail-
way; thence Southerly along the said West right
of way line of the Florida East Coast Railway, a
distance of 630.03 feet to a concrete monument
on the South right of way line of the West Palm
Beach Canal, which monument is the Point of Beginning;
thence continuing Southerly along the said West
right of way line of the Florida East Coast Railway
a distance of 722.83 feet to a concrete monument;
thence running Westerly parallel to said North line
of said Section 16, a distance of 734.48 feet to a
concrete monument, which monument is 51.61 feet
Easterly from the meander line of Lake Clark; thence
running Northwesterly parallel to said meander line
of Lake Clark, and 50 feet therefrom measured at
right angles from said meander line, a distance of
172.27 feet to a concrete monument; thence running
Northwesterly parallel to said meander line of Lake
Clark, and 50 feet Northeasterly therefrom measured
at right angles from said meander line, a distance of
416.20 feet to a concrete monument; thence running
Northerly parallel to said West right of way line of
the Florida East Coast Railway, a distance of 351.77 feet
to a concrete monument on said South right of way line
of the West Palm Beach Canal; thence running Easterly
parallel to the said North line of said Section 16 along
the said South right of way line of the West Palm Beach
Canal a distance of 1135.15 feet to the point of
beginning.

2500
4.55
30
4.85

TO HAVE AND TO HOLD the same together with all and singular the appurtenances thereunto be-
longing or in anywise appertaining, and all the estate right, title, lien, interest and claim whatsoever of the
said party of the first part, either in law or equity, to the only proper use, benefit and behoof of the
party of the second part, its successors heirs and assigns forever.

IN WITNESS WHEREOF, the said party of the first part has caused these
presents to be signed in its name by its President, and its corporate seal to be
affixed, attested by its Secretary the day
and year above written.



AFFSOM REALTY CORPORATION

Attest:

[Signature]

By

[Signature]

President.

Signed, Sealed and Delivered in Our Presence:

[Signature]
[Signature]

1145 3

State of Florida,

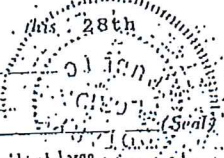
County of PALM BEACH

I, the undersigned officer duly authorized to take and certify acknowledgments of deeds in said State and County, hereby certify that before me came Dan Somers, Sr.

and Dan Somers, Jr. as president and Secretary of the Affson Realty Corporation

a corporation under the laws of the State of Florida; that said persons so appearing before me are the individuals and the officers aforementioned of said corporation described in and who executed the foregoing deed; and that then and there said individuals as said officers acknowledged before me that the seal affixed to said deed is the corporate seal of said corporation, that their names officially are by them respectively subscribed thereto, that said deed was signed, sealed and delivered by said corporation in the presence of two subscribing witnesses pursuant to law, and that the same is the free act and deed of said corporation.

Witness my hand and official seal at Lake Worth County of Palm Beach and State of Florida day of October A.D. 1964



Notary Public, State of Florida at large My Commission Expires Sept. 20, 1966 Bonded by American Surety Co.

PARCO PUBLISHING CORPORATION MIAMI 22, FLORIDA

PAID

LAKE WORTH INDUSTRIAL CENTER, INC.

TO

AFFSON REALTY CORPORATION

FROM

Parco-Miami Press (FROM CORPORATION)

PARCO FORM 42

Recorded in Official Record Book of Palm Beach County, Florida JOHN D. DUMBLE CLERK OF CIRCUIT COURT

Nov 5 1968

52311

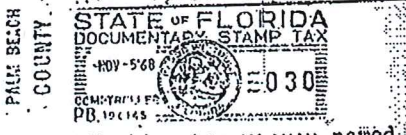
RIGHT-OF-WAY BASEMENT

Received of the CITY OF LAKE WORTH ONE and no/100 Dollars in consideration of which the undersigned does hereby grant said Company, its associated and allied companies, their respective licenses, successors and assigns, the right to construct, operate and maintain a power distribution system consisting of such poles, wires, cables, conduits, guys, anchors and other necessary appurtenances as from time to time are required upon, across, over and/or under that certain tract of land situated in Palm Beach County, State of Florida, to wit; Commence at a concrete monument in the West right-of-way line of the Florida East Coast Railroad, said monument being 1,352.86 feet South of, as measured along said right-of-way line, the North line of Section 16, Township 44 South, Range 43 East, Palm Beach County, Florida; thence Westerly, along a line parallel to the said North line of Section 16, said line being the North line of the Flat of Northmore Park, recorded in Plat Book 13 on page 56, Palm Beach County Public Records, a distance of 443.73 feet to the point of beginning of the easement to be herein described; thence Northerly, at right angles to the preceding course, a distance of 240.0 feet; thence Westerly at right angles to the preceding course a distance of 15.0 feet; thence Southerly at right angles a distance of 240.0 feet; thence Easterly a distance of 15.0 feet to the point of beginning. . . . Commence at the Northeast corner of Section 16, Township 44 South, Range 43 East, Lake Worth, Florida; thence run Westerly along the North line of said Section 16 a distance of 1,010.40 feet to a point; thence Southerly making an angle with the preceding course of 89° 01' 30", measured from East to South, a distance of 1,067.29 feet to the point of beginning of the easement to be herein described; thence continue Southerly along the same course a distance of 10.03 feet; thence Westerly making an angle with the preceding course of 94° 06' 30", measured from North to West, a distance of 77.52 feet; thence continue Westerly making an angle with the preceding course of 174° 05' measured from East thru North to West, a distance of 121.85 feet thence Northerly, at right angles, a distance of 10 feet; thence Easterly, at right angles, a distance of 99.11 feet; thence Southerly, making an angle with the preceding course of 95° 05', measured from West to South, a distance of 1.94 feet; thence Northeasterly, 100 feet to the Point of Beginning, and upon, along and under the roads, streets, or highways adjoining or through said property with the right to permit the attachment of and/or carry in conduit wires and cables of any other person or company for communications purposes or for the transmission and distribution of electric power and the right of ingress and egress to said premises at all times for the purpose of inspecting and maintaining said line; and with the right to clear and keep cleared all trees, undergrowth or other obstructions to trim and cut and keep trimmed and cut all dead, weak, leaning or dangerous trees which might reach said line in falling; including the right to relocate said line on said premises to conform to any future highway relocation, widening or improvement; the said sum being received in full payment for the rights herein granted.

The Grantor further agrees that there will be no construction over buried facilities.

IN WITNESS WHEREOF the undersigned Grantor, has set his hand and seal this 22nd day of October, 1968.

Witnesses:



STATE OF FLORIDA
COUNTY OF PALM BEACH

Personally appeared before me, DAN SOMERS, JR., the within named Grantor with whom I am personally acquainted, who acknowledged that, being informed of the contents of the within instrument he executed and delivered the same voluntarily as his act and deed for the purposes therein contained.

Witness my hand and seal this 22nd day of October, 1968.

This instrument prepared by Evelyn Somers, Cypress Creek Country Club, Military Trail, Boynton Beach, Fla.

Recorded in Official Record Book
 Of Palm Beach County, Florida
 John B. Finkle
 Clerk of Circuit Court
 Notary Public

1968 NOV 1039

City of Lake Worth
7 n Dixie Hwy
Lake Worth, FL
33460

Jun-29-2001 10:54am 01-277712
ORB 12688 Pg 1279
A FORM OF THE FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION

FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION

STANDARD LANGUAGE FOR PROPERTY RECORDS

FLORIDA RECREATION DEVELOPMENT ASSISTANCE PROGRAM

Notice of Limitation of Use/Site Dedication

The Property identified in the attached project agreement and boundary map has been acquired or developed by the project sponsor with financial assistance provided by the Florida Department of Environmental Protection (DEP) in accordance with Program statutes. Pursuant to requirements of that rule, land already owned and then developed or land acquired by the project sponsor with grant assistance shall be dedicated in perpetuity as an outdoor recreation area for the use and benefit of the general public. Leased land developed by the project sponsor with program assistance shall be dedicated as an outdoor recreation area for the general public for a minimum of twenty-five (25) years after completion of development. If the project sponsor should convert any part of the project area or the facilities thereon, whether acquired or developed with grant assistance, to other than DEP approved recreational uses, the project sponsor shall replace the area and facilities at its own expense with a DEP approved project of comparable or greater scope and quality. In lieu of such replacement, DEP may require return of grant funds disbursed to the project sponsor. Grant funds shall be refunded with interest, calculated at two (2) percent over the prevailing prime rate as reported by the Federal Reserve.

I certify that copies of the Notice of Limitation of Use/Site Dedication form, project agreement and project boundary map have been filed in the County Courthouse with the deed to the property on which the following grant project is located:

Northwest Ballfields F99122

FRDAP Project Name and Number


Signature of Design Agent

Ray Smith Projects Mgr.
Typed Name and Title

6-19-01
Date

F9122
(DEP Contract Number)

FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION
FLORIDA RECREATION DEVELOPMENT ASSISTANCE PROGRAM
Project Grant Agreement - Development

This Agreement is made and entered into this 14th day of September, 1998, by and between the State of Florida, DEPARTMENT of Environmental Protection, hereinafter called the DEPARTMENT, and the City of Lake Worth, hereinafter called the GRANTEE, in furtherance of an approved public outdoor recreation project. In consideration of the mutual covenants contained herein and pursuant to Sections 370.023, 375.021 and 375.075, Florida Statutes, and Chapter 62D-5, Part V, Florida Administrative Code, the parties hereto agree as follows:

1. This Agreement shall be performed in accordance with Sections 370.023, 375.021 and 375.075, Florida Statutes, and Chapter 62D-5, Part V, Florida Administrative Code, hereinafter called the RULE. The GRANTEE shall comply with all provisions of the RULE, which is incorporated into this Agreement by reference, as if fully set forth herein. Failure to comply with provisions of the RULE may result in cancellation of the Agreement by the DEPARTMENT. Disputes concerning the interpretation or application of this Agreement shall be resolved by the DEPARTMENT whose decision shall be final and binding on the GRANTEE. The DEPARTMENT may cancel this Agreement for failure by the GRANTEE to perform pursuant to the terms and conditions

of this Agreement. It is the intent of the DEPARTMENT and the GRANTEE that none of the provisions of Section 163.01, Florida Statutes, shall have application to this Agreement.

2. The DEPARTMENT has found that public outdoor recreation is the primary purpose of the project known as Northwest Ballfields (Florida Recreation Development Assistance Program, FRDAP Project Number F99122), hereinafter called the PROJECT, and enters into this Agreement with the GRANTEE for construction of public outdoor recreation facilities and improvements on real property, the legal description of which is set forth in the PROJECT application. The PROJECT application is incorporated into this Agreement by reference as if fully set forth herein.

3. The GRANTEE will construct, or cause to be constructed, certain public outdoor recreation facilities and improvements consisting of the following PROJECT elements which may be modified for good cause by the DEPARTMENT: Baseball Field, Lighting, renovate Softball Field, renovate Baseball Field, Landscaping and Other Related Support Facilities.

4. The DEPARTMENT shall pay, on a reimbursement basis, to the GRANTEE, funds not to exceed \$100,000, which will pay the DEPARTMENT'S share of the cost of the PROJECT. DEPARTMENT fund limits are based upon the following:

DEPARTMENT Amount	\$ <u>100,000</u>	<u>50%</u>
GRANTEE Match	\$ <u>100,000</u>	<u>50%</u>
Type of Match	<u>Cash and/or In-Kind Services</u>	

The PROJECT reimbursement request shall include all documentation required by the DEPARTMENT for a proper pre-audit and post-audit review. The DEPARTMENT'S Contract Manager shall, within sixty (60) days after receipt of a payment request, review the work accomplished to date under this Agreement and, if the work and payment request are in accordance with all applicable requirements, approve the request for payment. The DEPARTMENT shall retain 10% of the entire DEPARTMENT amount until completion of the PROJECT and all PROJECT completion documentation, as described in the Florida Recreation Development Assistance Program Completion Documentation, DEP Form 42-006, is submitted to the DEPARTMENT by the GRANTEE.

5. Prior to commencement of PROJECT construction, the GRANTEE shall submit for DEPARTMENT approval the documentation described in the Florida Recreation Development Assistance Program Development Project Commencement Documentation Form, DEP Form 42-005.

6. The GRANTEE shall comply with the Division of Recreation and Parks' Grant and Contract Accountability Procedure, hereinafter called the PROCEDURE, and incorporated into this Agreement by reference as if fully set forth herein. The GRANTEE shall ensure that all purchases of goods and services for accomplishment of the PROJECT shall be secured in accordance with the GRANTEE'S adopted procurement procedures. Expenses representing the PROJECT costs, including required matching contribution, shall be reported to the DEPARTMENT and summarized on certification forms provided in the PROCEDURE. The PROCEDURE establishes uniform guidelines to be utilized by the

DEPARTMENT and the GRANTEE in accounting for PROJECT funds disbursed under the PROJECT and sets forth principles for determining eligible costs, supporting documentation and minimum reporting requirements.

7. The GRANTEE shall retain all records supporting PROJECT costs for three (3) years after the fiscal year in which the final PROJECT payment was released by the DEPARTMENT or until final resolution of matters resulting from any litigation, claim or audit that started prior to the expiration of the three-year retention period. The DEPARTMENT, State Auditor General, State Comptroller and other agencies or entities with jurisdiction shall have the right to inspect and audit the GRANTEE'S records for said PROJECT within the retention period.

8. PROJECT funds may be reimbursed for eligible costs incurred by GRANTEE prior to execution of this Agreement if the GRANTEE has been granted a written Waiver of Retroactivity by the DEPARTMENT and all applicable requirements have been satisfied. The DEPARTMENT and the GRANTEE fully understand and agree that there shall be no reimbursement of PROJECT funds by the DEPARTMENT for any obligation or expenditure made prior to the execution of this Agreement with the exception of \$ 0, for: N/A

9. This Agreement shall become effective upon execution and the GRANTEE shall complete construction of all PROJECT elements on or before September 30, 2000. The completion date may be extended by the DEPARTMENT for good cause at the written request of the GRANTEE and must be made prior to PROJECT completion date.

10. The DEPARTMENT'S Contract Manager for the purpose of this Agreement shall be responsible for ensuring performance of its terms and conditions and shall approve all reimbursement requests prior to payment. The GRANTEE'S Liaison Agent, as identified in the PROJECT application, or successor, shall act on behalf of the GRANTEE relative to the provisions of this Agreement. The GRANTEE'S Liaison Agent, shall submit to the DEPARTMENT signed PROJECT status reports every ninety (90) days summarizing the work accomplished, problems encountered, percentage of completion and other appropriate information. Photographs shall be submitted when appropriate to reflect the construction work accomplished.

11. All monies expended by the GRANTEE for the purpose contained herein shall be subject to pre-audit review and approval by the Comptroller of Florida in accordance with Section 17.03, Florida Statutes.

12. Each party hereto agrees that it shall be solely responsible for the wrongful acts of its employees and agents. However, nothing contained herein shall constitute a waiver by either party of its sovereign immunity or the provisions of Section 768.28, Florida Statutes.

13. The GRANTEE shall comply with all federal, state and local rules and regulations in developing this PROJECT. The GRANTEE acknowledges that this requirement includes compliance with all federal, state and local health and safety rules and regulations. The GRANTEE further agrees to ensure that the GRANTEE'S contract will

include this provision in all subcontracts issued as a result of this Agreement.

14. The DEPARTMENT reserves the right to inspect said PROJECT and any and all records related thereto at any reasonable time.

15. This Agreement may be unilaterally canceled by the DEPARTMENT in the event the GRANTEE refuses to allow public access to all documents, papers, letters or other materials made or received in conjunction with this Agreement pursuant to the provisions of Chapter 119, Florida Statutes.

16. Following receipt of an audit report identifying any reimbursement due the DEPARTMENT for non-compliance by the GRANTEE with this Agreement, the GRANTEE will be allowed a maximum of sixty (60) days to submit additional pertinent documentation to offset the amount identified as being due the DEPARTMENT. The DEPARTMENT, following a review of the documentation submitted by the GRANTEE, will inform the GRANTEE of any reimbursement due the DEPARTMENT.

17. The DEPARTMENT shall also have the right to demand a refund, either in whole or part, of the FRDAP funds provided to the GRANTEE for non-compliance with the terms of this Agreement. The GRANTEE, upon notification from the DEPARTMENT, agrees to refund, and will forthwith pay to the DEPARTMENT, the amount of money demanded by the DEPARTMENT. Such refund shall include interest calculated at two (2) percent over the prevailing prime rate as reported by the Federal Reserve on the date the DEPARTMENT calculates the amount of refund

due. Interest shall be calculated from the date(s) of payment(s) to the GRANTEE by the DEPARTMENT.

18. The State of Florida's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Florida Legislature.

19. Reimbursement of eligible travel expenses shall be subject to the requirements of Section 112.061, Florida Statutes.

20. Allowable indirect costs shall not exceed 15% of the GRANTEE'S eligible wages and salaries. Indirect costs that exceed 15% must be approved in advance by the DEPARTMENT to be considered eligible PROJECT expenses.

21. If asphalt paving is required for the PROJECT it shall conform to the Florida DEPARTMENT of Transportation's specifications for road and bridge construction. Bid specifications, contracts and/or purchase orders of the GRANTEE must specify thickness of asphalt and square yards to be paved.

22. Prior to final reimbursement, the GRANTEE must erect a permanent information sign on the PROJECT site which credits PROJECT funding or a portion thereof, from the Florida DEPARTMENT of Environmental Protection and the Florida Recreation Development Assistance Program.

23. Land owned by the GRANTEE, which is developed or acquired with FRDAP funds, shall be dedicated in perpetuity by the GRANTEE as an outdoor recreation site for the use and benefit of the public. The dedication must be recorded in the public property

records by the GRANTEE. The GRANTEE shall ensure that the PROJECT, if on GRANTEE-owned land and purchased or developed with FRDAP funds, shall be managed for outdoor recreation purposes for a minimum period of twenty-five (25) years from the completion date set forth in the PROJECT completion certificate. Land owned by an entity other than the GRANTEE which GRANTEE controls by lease, permit, license, easement, management agreement or other valid interest and developed with FRDAP funds, shall be managed as an public outdoor recreation area for a minimum period of twenty-five (25) years from the completion date set forth in the PROJECT completion certificate. Such PROJECT shall be open at reasonable times and shall be managed in a safe and attractive manner appropriate for public use. Should GRANTEE convert all or part of the PROJECT site to a use or uses other than DEPARTMENT approved public recreational uses, the GRANTEE shall replace the area, facilities, resource and site at its own expense with a project of comparable scope and quality acceptable to the DEPARTMENT. In lieu of accepting a replacement facility, resource or site, the DEPARTMENT may require return of all FRDAP funds with applicable interest.

24. The employment of unauthorized aliens by any GRANTEE is considered a violation of Section 274A(e) of the Immigration and Nationality Act. If the GRANTEE knowingly employs unauthorized aliens, such violation shall be cause for unilateral cancellation of this Agreement. The GRANTEE shall be responsible for including this

provision in all subcontracts with private organizations issued as a result of this Agreement.

25. No person on the grounds of race, creed, color, national origin, age, sex, marital status or ability level, shall be excluded from participation in; be denied the proceeds or benefits of; or be otherwise subjected to discrimination in performance of this Agreement.

26. This Agreement strictly prohibits the expenditure of FRDAP funds for the purpose of lobbying the Florida Legislature, the judicial branch, or a state agency.

27. Any local governmental entity, nonprofit organization, or for-profit organization that is awarded funds from a grants and aids appropriation by a state agency shall:

(a) If the amounts received exceed \$100,000, have an audit performed in accordance with the rules of the Auditor General promulgated pursuant to Section 11.45, Florida Statutes; or

(b) If the amounts received exceed \$25,000, but do not exceed \$100,000, have an audit performed in accordance with the rules of the Auditor General promulgated pursuant to Section 11.45, Florida Statutes, or have a statement prepared by an independent certified public accountant which attests that the receiving entity or organization has complied with the provisions of this Agreement; or

(c) If the amounts received do not exceed \$25,000, have the head of the entity or organization attest, under penalties of perjury, that

the entity or organization has complied with the provisions of this Agreement.

28. Pursuant to Section 215.422, Florida Statutes, the DEPARTMENT's Project Manager shall have five (5) working days, unless otherwise specified herein, to inspect and approve the services for payment. The DEPARTMENT must submit a request for payment to the Florida DEPARTMENT of Banking and Finance within twenty (20) days; and the DEPARTMENT of Banking and Finance is given fifteen (15) days to issue a warrant. Days are calculated from the latter date the invoice is received or services received, inspected, and approved. Invoice payment requirements do not start until a proper and correct invoice has been received. Invoices which have to be returned to the GRANTEE for correction(s) will result in a delay in the payment. A Vendor Ombudsman has been established within the Florida DEPARTMENT of Banking and Finance who may be contacted if a contractor is experiencing problems in obtaining timely payment(s) from a State of Florida agency. The Vendor Ombudsman may be contacted at 850/488-2924 or 1-800-848-3792.

29. In accordance with Section 215.422, Florida Statutes, the DEPARTMENT shall pay the GRANTEE, interest at a rate as established by Section 55.03(1), Florida Statutes, on the unpaid balance, if a warrant in payment of an invoice is not issued within 40 days after receipt of a correct invoice and receipt, inspection, and approval of the goods and services. Interest payments of less than \$1 will not be enforced unless the GRANTEE requests payment. The

interest rate established pursuant to Section 55.03(1), Florida Statutes, by Comptroller's Memorandum No. 3 (1997-98) dated December 3, 1997, has been set at 10.0% per annum or .02740% per day. The revised interest rate for each calendar year beyond 1998 for which the term of this Agreement is in effect can be obtained by calling the DEPARTMENT of Banking and Finance, Vendor Ombudsman at the telephone number provided above or the DEPARTMENT's Contracts Section at 850/922-5942.

30. A person or affiliate who has been placed on the convicted vendor list following a conviction for public entity crime may not perform work as a grantee, contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, Florida Statutes, or Category Two, for a period of 36 months from the date of being placed on the convicted vendor list.

31. In addition, a copy of the audit or attestation as required in paragraph 27, shall be submitted to the DEPARTMENT within one (1) year from the PROJECT completion date as set forth in the PROJECT completion certificate.

32. This Agreement is not intended nor shall it be construed as granting any rights, privileges or interest in any third party without mutual written agreement of the parties hereto.

33. It is understood by the parties that the amount of this Agreement may be reduced should the Governor's Budget Office declare a

revenue shortfall and assess a mandatory reserve. Should a shortfall be declared, this Agreement may be reduced by the same percentage as the DEPARTMENT is assessed for the mandatory reserve.

34. This Agreement represents the entire agreement of the parties. Any alterations, variations, changes, modifications or waivers of provisions of this Agreement shall only be valid when they have been reduced to writing, duly executed by each of the parties hereto, and attached to the original of this Agreement.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be duly executed on the day and year first above written.

STATE OF FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION

CITY OF LAKE WORTH

By: [Signature]
Division Director or Designee
Division of Recreation and Parks

By: [Signature]
Title: Mayor

Address:
Bureau of Design and Recreation Services
Division of Recreation and Parks
3900 Commonwealth Boulevard
Mail Station 585
Tallahassee, Florida 32399-3000

Address:
121 Lucerne Lane
Lake Worth, Florida 33460

[Signature]
DEP Contract Manager

Approved as to Form and Legality:
This form has been pre-approved as to form and legality by Paige Hammond, Assistant General Counsel, on May 27, 1998, for use for one year.

[Signature]
Grantee Attorney

DEP 42--058
Revised 05-30-98

S:\w...nw...nwbf\dmg\nwbfsk01.dwg 11/28/99 08:49:41 AM AM EST

LEGAL DESCRIPTION

A PARCEL OF LAND SITUATE IN SECTION 16, TOWNSHIP 44 SOUTH, RANGE 43 EAST, PALM BEACH COUNTY, FLORIDA, BEING A PORTION OF GOVERNMENT LOTS 2 AND 6 IN SAID SECTION 16, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE INTERSECTION OF THE NORTH RIGHT OF WAY LINE OF 20th AVENUE NORTH, BEING 60.00 FEET IN WIDTH, AND THE EAST RIGHT OF WAY LINE OF A STREET, BEING 50.00 FEET IN WIDTH; THENCE ALONG SAID EAST RIGHT OF WAY LINE, NORTH 02°41'42" EAST, A DISTANCE OF 737.78 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE TO THE SOUTHEAST HAVING A RADIUS OF 30.00 FEET; THENCE NORTHERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 94°02'05", AN ARC DISTANCE OF 49.24 FEET TO A POINT OF COMPOUND CURVATURE WITH A CURVE CONCAVE TO THE SOUTHWEST HAVING A RADIUS OF 537.74 FEET, SAID POINT BEING ON THE SOUTHERLY EDGE OF PAVEMENT (26'± PAVING WIDTH) OF 22nd AVENUE AS FIELD LOCATED BY MOCK, ROOS AND ASSOCIATES, INC. ON NOVEMBER 26, 1999; THENCE EASTERLY ALONG SAID SOUTHERLY EDGE OF PAVEMENT AND ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 38°00'26", AN ARC DISTANCE OF 358.71 FEET; THENCE SOUTH 44°46'58" EAST, A DISTANCE OF 25.90 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE TO THE NORTHEAST HAVING A RADIUS OF 543.83 FEET; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 40°56'07", AN ARC DISTANCE OF 388.54 FEET TO THE POINT OF REVERSE CURVATURE OF A CURVE CONCAVE TO THE SOUTHWEST HAVING A RADIUS OF 5.00 FEET; THENCE EASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 86°38'01", AN ARC DISTANCE OF 7.58 FEET TO THE POINT OF TANGENCY, SAID POINT BEING ON THE WEST EDGE OF PAVEMENT (30'± PAVING WIDTH) OF D STREET AS FIELD LOCATED BY MOCK, ROOS AND ASSOCIATES, INC. ON NOVEMBER 26, 1999; THENCE ALONG SAID WEST EDGE OF PAVEMENT, SOUTH 00°54'56" WEST, A DISTANCE OF 421.78 FEET TO A POINT OF

LEGAL DESCRIPTION CONTINUED ON SHEET 2 OF 3

SHEET 1 OF 3
SEC. 16, TWP. 44 S, RGE. 43 E

REV: -
FIELD: -
DRAWN: KMB <i>KMB</i>
APPR: MMB <i>MMB</i>

MOCK ROOS
ENGINEERS SURVEYORS PLANNERS

5720 Corporate Way, West Palm Beach, Florida 33407
(561) 663-3113, fax 478-7248

SPECIFIC PURPOSE SURVEY
SECTION 16,
TOWNSHIP 44 SOUTH,
RANGE 43 EAST
CITY OF LAKE WORTH, FLORIDA

SCALE: N/A
DATE: 11-28-99
P.A.N.O. 98152.02
DR. NO. A-3809

S:\w_\w_nwb\dwg\mwbfsk01.dwg 11/20/99 08:40:41 AM AM EST

LEGAL DESCRIPTION (CONTINUED)

INTERSECTION WITH THE EASTERLY EXTENSION OF THE AFOREMENTIONED NORTH RIGHT OF WAY LINE OF 20th AVENUE NORTH; THENCE ALONG SAID EXTENDED LINE, SOUTH 89°19'01" WEST, A DISTANCE OF 43.79 FEET TO A CONCRETE MONUMENT, 1-1/2 INCH STEEL TOP WITH CONCRETE; THENCE CONTINUE SOUTH 89°19'01" WEST, A DISTANCE OF 701.44 FEET, FOR A TOTAL DISTANCE OF 745.23 FEET TO THE POINT OF BEGINNING.

CONTAINING 440,024.81 SQUARE FEET OR 10.10 ACRES, MORE OR LESS.

BEARINGS SHOWN HEREON ARE BASED ON THE SOUTH LINE OF GOVERNMENT LOT 6, SECTION 16, TOWNSHIP 44 SOUTH, RANGE 43 EAST, PALM BEACH COUNTY, FLORIDA, BEARING BEING SOUTH 89°19'01" WEST.

NOT VALID WITHOUT
ACCOMPANING SKETCH.
SHEET 3 OF 3

NOTES:

1. THIS DRAWING IS FOR FIELD LOCATION OF THE CITY OF LAKE WORTH NORTHWEST BALLFIELD AND IS TITLED SPECIFIC PURPOSE SURVEY. BOUNDARY CORNERS WERE NOT SET IN THE FIELD.
2. DATE OF FIELD SURVEY: NOVEMBER 22, 1999.
3. NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.
4. MOCK, ROOS AND ASSOCIATES, INC., LICENSED AUTHORIZATION NO. LB-048.
5. NO ABOVE GROUND IMPROVEMENTS WERE LOCATED AT THE CLIENTS REQUEST.
6. NO SEARCH OF THE PUBLIC RECORDS WAS MADE BY MOCK, ROOS AND ASSOCIATES, INC. LEGAL DESCRIPTION WAS WRITTEN BY THE SIGNING SURVEYOR AT THE DIRECTION OF THE CLIENT.

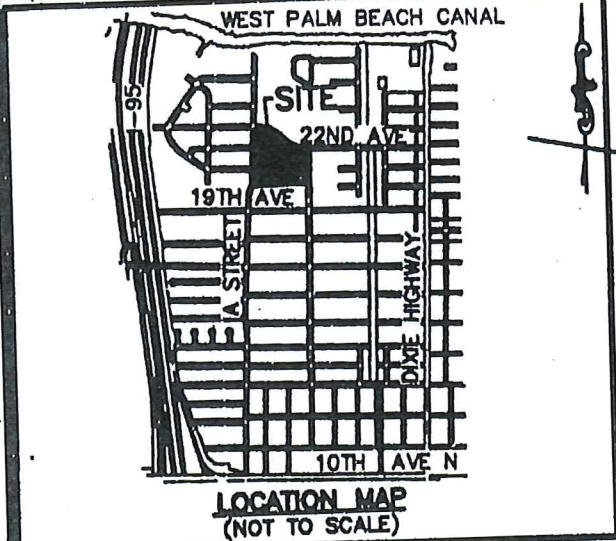
Mary Hanna Clodfelter

MARY HANNA CLODFELTER
PROFESSIONAL SURVEYOR & MAPPER
FLORIDA CERTIFICATE NO. 4763

SHEET 2 OF 3
SEC. 16, TWP. 44 S, RGE. 43 E

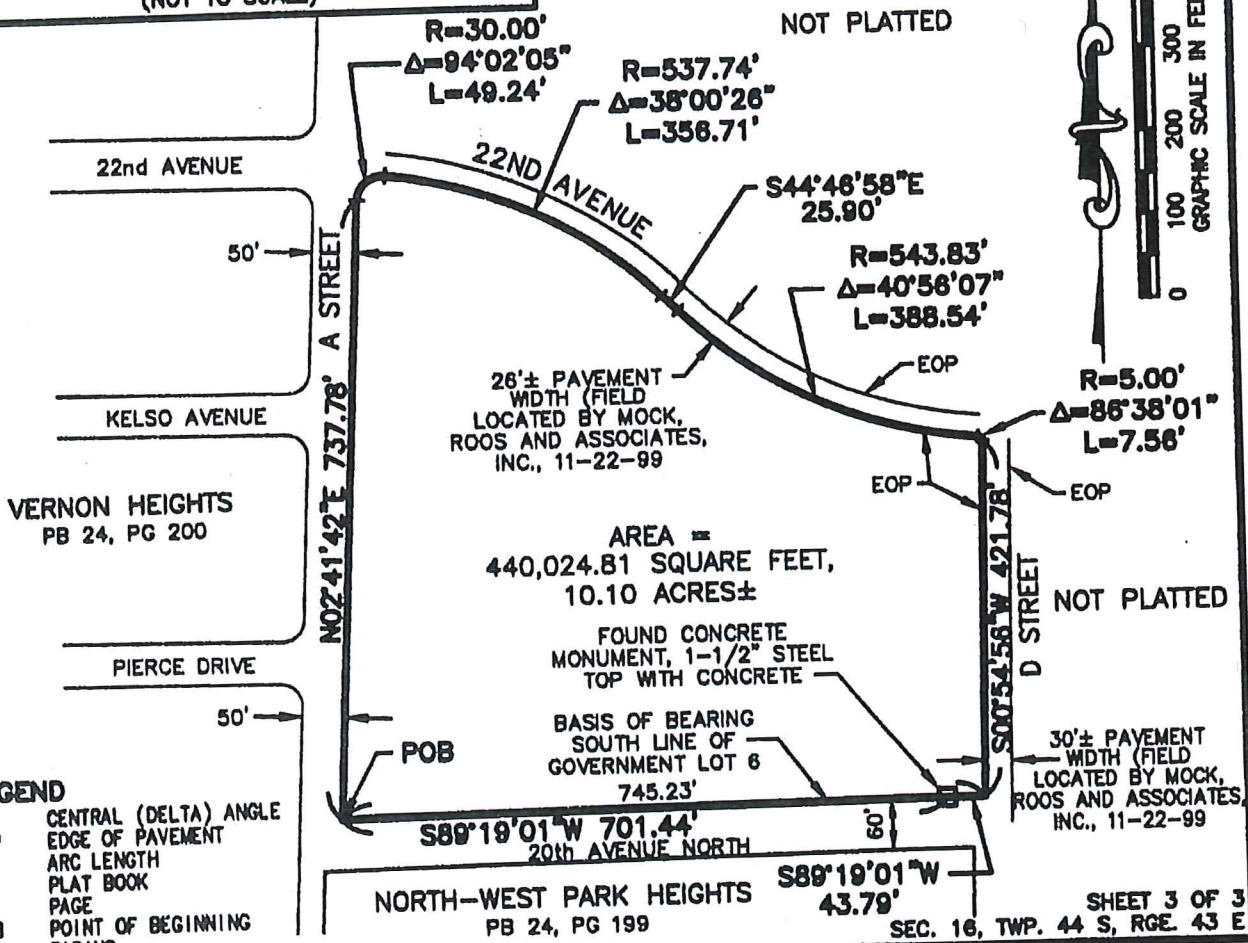
REV: -	 MOCK ROOS ENGINEERS & PLANNERS 5720 Corporate Way, West Palm Beach, Florida 33407 (561) 683-3113, fax 478-7248	SPECIFIC PURPOSE SURVEY SECTION 16, TOWNSHIP 44 SOUTH, RANGE 43 EAST CITY OF LAKE WORTH, FLORIDA	SCALE: N/A
FIELD: -			DATE: 11-26-99
DRAWN: KMB <i>KMB</i>			P.A.N.O. 98152.02
APPR: MHC <i>MHC</i>			DR. NO. A-3809

S:\lw\lw_nwb\dwg\11wbfsk01.dwg 11/26/09 08:49:41 AM AM EST



NOTES:

1. THIS DRAWING IS FOR FIELD LOCATION OF THE CITY OF LAKE WORTH NORTHWEST BALLFIELD AND IS TITLED SPECIFIC PURPOSE SURVEY. BOUNDARY CORNERS WERE NOT SET IN THE FIELD.
2. NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.
3. MOCK, ROOS AND ASSOCIATES, INC., LICENSED AUTHORIZATION NO. LB-048.
4. BEARINGS SHOWN HEREON ARE BASED ON THE SOUTH LINE OF GOVERNMENT LOT 6, SECTION 16, TOWNSHIP 44 SOUTH, RANGE 43 EAST, PALM BEACH COUNTY, FLORIDA, BEARING BEING SOUTH 89°19'01" WEST.



REV: -
FIELD: -
DRAWN: KMB
APPR: MNC <i>[Signature]</i>

MOCK ROOS
ENGINEERS, SURVEYORS & PLANNERS

5720 Corporate Way, West Palm Beach, Florida 33407
(561) 683-3113, fax 478-7248

SPECIFIC PURPOSE SURVEY
SECTION 16,
TOWNSHIP 44 SOUTH,
RANGE 43 EAST
CITY OF LAKE WORTH, FLORIDA

SCALE: 1" = 200'
DATE: 11-26-99
P.A.N.O. 98152.02
DR. NO. A-3809



Jeb Bush
Governor

Department of Environmental Protection

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

David B. Struhs
Secretary

March 22, 2001

*3/27 Copies sent to Daryl
Ed
Anne*

Mr. Daryl Boyd, Project Manager
City of Lake Worth
1121 Lucerne Avenue
Lake Worth, Florida 33460

Re: Northwest Ballfields
FRDAP Project No. F99122

Dear Mr. Boyd:

Enclosed is the executed amendment which provides for a completion date of May 31, 2001, for this project. This is the date by which all grant related construction must be complete and all grant related expenses paid. The completion documentation must be submitted to our office no later than thirty (30) days after project completion. As soon as the documentation is received, we will arrange for a final inspection.

Thank you for your attention to this matter.

Sincerely,

A. Diane Langston
Community Assistance Consultant
Bureau of Design and Recreation Services
Division of Recreation and Parks
Mail Station #585

ADL/cr

Attachment

"More Protection, Less Process"

Printed on recycled paper.

STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION

Amendment 2 to Agreement

This Amendment entered into on March 21, 2001, serves to amend portions of the Agreement dated September 14, 1998, as amended on August 14, 2000, by and between the Department of Environmental Protection, hereinafter referred to as DEPARTMENT, and the City of Lake Worth, hereinafter referred to as GRANTEE, for the approved recreational project known as Northwest Ballfields, Project #F99122.

In and for the mutual covenants between them, the DEPARTMENT and the GRANTEE agree that the following amendment shall apply to the above referenced Agreement:

Paragraph 9 Sentence 1 is amended as follows: The GRANTEE shall complete all project elements on or before May 31, 2001.

In all other respects the Agreement of which this is an Amendment and attachments relative thereto shall remain in full force and effect.

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

STATE OF FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION

CITY OF LAKE WORTH

By: Ed Baurman
Director or Designee
Division of Recreation and Parks

By: Wendy L. Newmyer
*Chairman or designee

Title: CITY Manager

Ann Diane Langston
DEP Contract Manager 2/15/01

Address:
1121 Lucerne Avenue
Lake Worth, Florida 33460

Approved as to
Form and Legality:

[Signature]
Department Attorney

[Signature]
Grantee Attorney

PAPA Banner

Location Address 900 22ND AVE N

Municipality LAKE WORTH BEACH

Parcel Control Number 38-43-44-16-00-006-0010

Subdivision

Official Records Book

Page

Sale Date

Legal Description 16-44-43, GOV LT 6 (LESS TR INDB1054P148, 22ND AVE N & NORTH D ST R/WS)

Owners

LAKE WORTH CITY OF

Mailing address

7 N DIXIE HWY

LAKE WORTH BEACH FL 33460 3725

No Sales Information Available.

Exemption Applicant/Owner	Year	Detail
LAKE WORTH CITY OF	2023	FULL: MUNICIPAL GOVERNMENT

Number of Units 0 ***Total Square Feet** 4233 **Acres** 26.0093

Use Code 8900 - MUNICIPAL **Zoning** PROS - PARKS RECREATION OPEN SPACE (38-LAKE WORTH BEACH)

Tax Year	2022	2021	2020
Improvement Value	\$782,636	\$629,667	\$633,516
Land Value	\$1,669,797	\$1,430,512	\$1,430,512
Total Market Value	\$2,452,433	\$2,060,179	\$2,064,028

All values are as of January 1st each year

Tax Year	2022	2021	2020
Assessed Value	\$2,266,197	\$2,060,179	\$2,064,028
Exemption Amount	\$2,266,197	\$2,060,179	\$2,064,028
Taxable Value	\$0	\$0	\$0

Tax Year	2022	2021	2020
Ad Valorem	\$0	\$0	\$0
Non Ad Valorem	\$0	\$0	\$0
Total tax	\$0	\$0	\$0

PAPA Banner

Location Address 900 22ND AVE N

Municipality LAKE WORTH BEACH

Parcel Control Number 38-43-44-16-00-006-0010

Subdivision

Official Records Book

Page

Sale Date

Legal Description 16-44-43, GOV LT 6 (LESS TR INDB1054P148, 22ND AVE N & NORTH D ST R/WS)

Owners

LAKE WORTH CITY OF

Mailing address

7 N DIXIE HWY

LAKE WORTH BEACH FL 33460 3725

No Sales Information Available.

Exemption Applicant/Owner	Year	Detail
LAKE WORTH CITY OF	2023	FULL: MUNICIPAL GOVERNMENT

Number of Units 0 ***Total Square Feet** 4233 **Acres** 26.0093

Use Code 8900 - MUNICIPAL **Zoning** PROS - PARKS RECREATION OPEN SPACE (38-LAKE WORTH BEACH)

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All values are as of January 1st each year

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Assessed Value	\$2,266,197	\$2,060,179	\$2,064,028
Exemption Amount	\$2,266,197	\$2,060,179	\$2,064,028
Taxable Value	\$0	\$0	\$0

Tax Year	2022	2021	2020
Ad Valorem	\$0	\$0	\$0
Non Ad Valorem	\$0	\$0	\$0
Total tax	\$0	\$0	\$0

Location Address 818 WORTHMORE DR
Municipality LAKE WORTH BEACH
Parcel Control Number 38-43-44-16-00-000-1180
Subdivision
Official Records Book **Page**
Sale Date
Legal Description 16-44-43, GOV LT 2 (LESS NLY 1005 FT, TR IN DB818P580, TRS IN DB913P273 & DB1054P148)

Owners
 LAKE WORTH CITY OF

Mailing address
 7 N DIXIE HWY
 LAKE WORTH BEACH FL 33460 3725

No Sales Information Available.

Exemption Applicant/Owner	Year	Detail
LAKE WORTH CITY OF	2023	FULL: MUNICIPAL GOVERNMENT

Number of Units 0	*Total Square Feet 0	Acres 5.4160
Use Code 8900 - MUNICIPAL	Zoning PROS - PARKS RECREATION OPEN SPACE (38-LAKE WORTH BEACH)	

Tax Year	2022	2021	2020
Improvement Value	\$53,918	\$43,490	\$44,883
Land Value	\$347,707	\$297,880	\$297,880
Total Market Value	\$401,625	\$341,370	\$342,763

All values are as of January 1st each year

Tax Year	2022	2021	2020
Assessed Value	\$134,769	\$122,517	\$111,379
Exemption Amount	\$134,769	\$122,517	\$111,379
Taxable Value	\$0	\$0	\$0

Tax Year	2022	2021	2020
Ad Valorem	\$0	\$0	\$0
Non Ad Valorem	\$0	\$0	\$0
Total tax	\$0	\$0	\$0

City of Lake Worth Beach Sports Lighting Retrofit

The City of Lake Worth Beach is 5.89 square miles and is located sixty-four miles north of the City of Miami. The 2020 U.S. Census reported that 42,219 people call Lake Worth Beach home. The Leisure Services Department is committed to enhancing the lives of its citizens and visitors by providing safe, healthy, cultural, and educational recreational opportunities while preserving and enhancing natural resources and stimulating the economic vitality of the community. The City offers many parks and recreational facilities within the City. The Leisure Services Department is in charge of the Parks, the Casino and Beach Complex, the Lake Worth Beach City Library, the Museum, and the Golf Club. The City is also home to the world-famous Street Painting Festival held each February that brings over 200,000 people to the City. The City of Lake Worth Beach has made improving its recreational parks and facilities a priority to enhance the quality of life for its residents. The proposed project will make improvements to Northwest Park.

Northwest Park is located at 900 22nd Avenue N in Lake Worth, Florida. Amenities at Northwest Park include four baseball/softball fields, a concession stand, a playground, a lighted field, and parking.

The City of Lake Worth Beach is requesting \$200,000 in funding from the Florida Recreation Development Assistance Program and will provide \$200,000 in local matching funds to install new sports lighting at the baseball fields. The installation of new LED fixtures would provide vastly improved lighting for play on this field and significantly improve visibility for safe play by eliminating the glare caused by the older light fixtures. It would further serve to reduce maintenance costs and consume less electricity. Improved lighting will increase access to the fields. New landscaping will be installed to improve the look of the park and also safely delineate active areas and walkways.

STAFF REPORT REGULAR MEETING

AGENDA DATE: October 3, 2023

DEPARTMENT: Community Sustainability

TITLE:

Consideration of Utilizing Transfer Development Rights Trust Funding for Year Two of Mobility Plan

SUMMARY:

At its meeting of January 17, 2023, the City Commission approved WGI Task Order No 34 for the preparation of a Citywide Mobility Plan with funding for the second year to be determined as part of the Fiscal Year 2024 budget. This item proposes that the funding come from the City's Transfer Development Rights Program Trust Account.

BACKGROUND AND JUSTIFICATION:

In January of this year, the City Commission approved task order No 34 with WGI to undertake a two-year mobility planning effort for the City. As part of the agenda item, funding for the first year was to be provided by ARPA while it was anticipated that the second year of funding would come from the City's Sustainable Bonus Incentive Program Trust Account. Staff had estimated that several projects would be breaking ground in the summer of 2023 and would be paying into the account. However, due to a myriad of issues several projects have been delayed several months and the anticipated payments to the Account have not been made.

In order to now fund the second year of the approved mobility planning effort, staff is recommending that the required funding of \$148,525 come from the City's Transfer Development Rights (TDR) Trust Account. Provided are the current balances in both accounts. Though some of the TDR Trust Account funds have been earmarked for an Open Space Recreation Plan, there remains enough of a balance to fund the second year of the mobility planning effort for Fiscal Year 2024.

MOTION:

Move to approve/disapprove utilizing Transfer Development Rights Trust funding for year two of the Mobility Plan

ATTACHMENT(S):

Fiscal Impact Analysis
WGI Task Order No. 34
TB Mobility Plan Funding
Progress Report LWB Mobility Plan
Staff Report Original Item

FISCAL IMPACT ANALYSIS

Five Year Summary of Fiscal Impact:

Fiscal Years	2024	2025	2026	2027	2028
Inflows					
Current Appropriation	0	0	0	0	0
Program Income	0	0	0	0	0
Grants	0	0	0	0	0
In Kind	0	0	0	0	0
Outflows					
Current Appropriation	0	0	0	0	0
Operating	\$148,525	0	0	0	0
Capital	0	0	0	0	0
Net Fiscal Impact	\$148,525	0	0	0	0
No. of Addn'l Full-Time Employee Positions					
	0	0	0	0	0

New Appropriation Fiscal Impact:		
	Revenue Source	Expenditure
Department	Community Sustainability	
Division	Planning and Preservation	
GL Description		
GL Account Number		
Project Number		
Requested Funds	001-0000-380.15-10 (FY 2024)	FY 2024 \$148,525.00

TASK ORDER NO. #34**MOBILITY PLAN****CIVIL SERVICES**

THIS TASK ORDER ("Task Order") is made on 1/26/2023, 2022, between the **City of Lake Worth Beach**, a Florida municipal corporation located at 7 North Dixie Highway, Lake Worth, Florida 33460 ("City") and **WGI, Inc.**, a Florida corporation ("Consultant").

1.0 Project Description:

The City desires the Consultant to provide those services as identified herein and generally described as a Mobility Plan (the "Project"). The Project is described in the consultant's proposal, dated December 6, 2022 and is attached hereto as "Exhibit 1" and incorporated herein.

2.0 Scope

Under this Task Order, the Consultant will provide professional services to the City as detailed in the Consultant's Proposal attached hereto and incorporated herein as "Exhibit 1".

3.0 Schedule

The services to be provided under this Task Order shall be completed within 550 days from the City's approval of this Task Order or the issuance of a Notice to Proceed.

4.0 Compensation

This Task Order is issued for a lump sum amount of **\$297,610.00**. The attached proposal "Exhibit 1" identifies all costs and expenses anticipated in the time and expense, not to exceed amount.

5.0 Project Manager

The Project Manager for the Consultant is Angela Biagi, phone: 561-296-2173; email angela.biagi@wginc.com; and the Project Manager for the City is William Waters, phone: 561-586-1634; email: wwaters@lakeworthbeachfl.gov.

6.0 Progress Meetings

The Consultant shall schedule periodic progress review meetings with the City Project Manager as necessary but every 30 days as a minimum.

7.0 Authorization

This Task Order is issued in compliance with the Consultants' Competition Negotiation Act, section 287.055, Florida Statutes, and pursuant to the Agreement for Professional Services between the City of Lake Worth and the Consultant, entitled RFQ 18-303

dated March 6, 2018 ("Agreement" hereafter). If there are any conflicts between the terms and conditions of this Task Order and the Agreement, the terms and conditions of the Agreement shall prevail; however, the specific scope of services set forth in this Task Order shall take precedence over any other more general description of services.

INTENTIONALLY LEFT BLANK

IN WITNESS WHEREOF, the parties hereto have made and executed this Task Order to the Civil Engineering Services Agreement on the day and year first above written.

CITY OF LAKE WORTH BEACH, FLORIDA



By: Betty Resch
Betty Resch, Mayor

ATTEST:

By: Melissa Ann Coyne, CMC
Melissa Ann Coyne, CMC, City Clerk

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

By: Elizabeth Lenihan
Glen J. Torcivia, City Attorney

APPROVED FOR FINANCIAL SUFFICIENCY:

By: Valentina Ivanov Sustaita
For: Financial Services Director

CONTRACTOR:


WGI, Inc.



By: Angela Biagi
Print Name: Angela Biagi
Title: Director

STATE OF Florida
COUNTY OF Palm Beach

THE FOREGOING instrument was acknowledged before me by means of physical presence or online notarization on this 6th day of December 2022, by Angela Biagi, as the Director [title] of WGI, Inc., a Florida Corporation authorized to do business in the State of Florida, who is personally known to me or who has produced _____ as identification, and who did take an oath that he or she is duly authorized to execute the foregoing instrument and bind the CONTRACTOR to the same.

 **CYNDY LITTLE**
Notary Public
State of Florida
Comm# HH224313
Expires 3/31/2026

Cyndy Little
Notary Public Signature

EXHIBIT "1"
Contractors Proposal



EXHIBIT 1 (Consultant's Proposal)

December 6, 2022

William Waters, AIA, NCARB, LEED AP, BD+C, SEED
Director for Community Sustainability
City of Lake Worth Beach
1900 2nd Ave. N.
Lake Worth Beach, FL 33461

wwaters@lakeworthbeachfl.gov

Re: Lake Worth Beach Mobility Plan

Dear William:

WGI, Inc. (WGI) is pleased to provide this proposal to the City of Lake Worth Beach (CITY) for professional services for a Mobility Plan. Our scope of services and corresponding fees are detailed below. In addition, it is agreed that WGI's services will be performed pursuant to WGI's Professional Services Agreement with the City of Lake Worth, awarded as per Civil Engineering RFW 18-303 dated March 16, 2018.

PROJECT UNDERSTANDING

It is our understanding that the CITY would like to develop a city-wide strategic Mobility Plan. This plan is structured to align funding opportunities, infrastructure improvements, technology, and planning innovation.

This scope is divided into six main tasks:

- 1) Plan Alignment
- 2) Commission Workshop
- 3) Public Engagement
- 4) Mobility Analysis
- 5) Prioritization and Metrics
- 6) Mobility Plan

The project work will be conducted in two phases.

- Phase 1: Tasks 1 through 4 - \$149,085.00
- Phase 2: Tasks 5 and 6 – \$148,525.00

SCOPE OF SERVICES

TASK 1: PLAN ALIGNMENT

Fee.....\$30,935.00

Task 1.1: Project Initiation

WGI’s project team will conduct one (1) project initiation kick-off meeting with the City of Lake Worth Beach staff. This meeting will be up to two (2) hours in length and will be facilitated by up to three (3) members of the WGI team. During this meeting, we will review the scope of work, deliverables, outreach, and schedule. Additionally, during this task, the team will develop overall project goals, review common mobility elements, and select those for consideration in the City Commission workshop.

Task 1.1 will also develop goals for the mobility plan that will be vetted through City Commission and stakeholders.

Task 1.2: Plan Alignment

The team will review and obtain relevant data sets, plans/policies, on-going studies, and other information to create the existing conditions memo. This includes Lake Worth Beach city departments, regional agencies, and related state initiatives. The City will assist in coordination with the TPA, FDOT, Palm Beach County, and other City consultants in providing plans, schedules, update calendars, and budgets.

Task 1.3: Funding Screen

The project team will review federal, state, regional, and local programs and prepare timetables and deadlines for relevant funding programs. The screen will highlight relevant funding criteria such as equity, resilience, safety, and housing. The project team will develop maps showing locations where multiple funding priorities are co-located. The results will be presented at the City Commission workshop.

Task 1.4 Future-Readiness

WGI will identify near and medium-term trends that merit inclusion in Lake Worth Beach’s Mobility Plan. This includes pending development and infrastructure proposals (local and regional), emerging technologies, and other change drivers. WGI will review strategies for future-readiness, covering topics such as trends, emerging technologies, and other change drivers.

Task 1.5 Draft Workplan

WGI will develop a draft workplan for the project. This will include a project schedule, outline, and deliverables. Once the team receives Commission direction, WGI will finalize the workplan (Task 2.5).

Task 1.6: Monthly Progress Reports

WGI will compile monthly progress reports, including work completed, upcoming deliverables, action items with identified responsibilities, and identified issues or problems.

Task 1 Deliverables:

- *Project initiation kick-off meeting, meeting agenda, and memo summary.*
- *Plan alignment matrix*
- *Funding Screen memo with dates, deadlines, and maps*
- *Future-Readiness memo*
- *Draft workplan*
- *Monthly progress reports*

TASK 2: COMMISSION WORKSHOP

Fee.....\$17,650.00

The purpose of this workshop is to present information gathered in Task 1 and obtain City Commission priorities for inclusion in the Mobility Plan. Workshop results will be compiled and included in a final work plan to develop a customized, targeted Mobility Plan for Lake Worth Beach. This scope assumes the City will be responsible for all scheduling and public notice requirements. The City will provide any templates, logos, and brand standards that WGI should utilize.

Task 2.1: Draft Presentation

WGI will develop a draft PowerPoint presentation for the workshop. WGI will present on the fundamental elements of mobility, a menu of topics commonly covered in mobility plans, trends that should be incorporated into the Lake Worth Beach Mobility Plan, alignment with funding programs, and a slide to lead Commission discussion.

Task 2.2: Draft City Commission Handout

WGI will develop a workshop handout (up to 10 pages in length) that accompanies the workshop presentation. The handout will contain information gathered in Task 1 and will provide visual guides and charts covering plan alignment, funding opportunities, trends, and background on the elements of mobility.

Task 2.3: Final Presentation and Commission Handout

Once comments are received from City staff, WGI will prepare a final presentation and handout.

Task 2.4 City Commission Workshop

Up to two (2) WGI staff will attend one (1) City Commission workshop. During the workshop WGI will conduct a presentation and will facilitate discussion with the Commissioners. The expected outcome will be City Commission direction on how and where to focus the mobility plan.

Task 2.5 Final Workplan

Following Task 2.4, WGI will prepare a final workplan documenting the City Commission workshop discussion items.

Task 2 Deliverables:

- *Draft and Final Workshop Presentation*
- *Draft and Final Workshop Handout*
- *Final Workplan*

TASK 3: PUBLIC ENGAGEMENT

Fee.....\$60,700.00

Public engagement is a critical component of mobility plan development. Mobility is a relatively new topic, and as such, engagement will include an education component. Public comments will be compiled and integrated into the mobility plan as appropriate. This scope assumes the City will be responsible for procuring event space, mailings, public notices, and updating the City's website.

Task 3.1: Steering Committee

WGI, working with the City, will develop a list of internal, external, and critical mobility stakeholders to serve as a steering committee throughout the life of the project. WGI will also develop a list of risk screen and talking points for possibly contentious community conversations. The steering committee will help identify focus populations to ensure a well-rounded collection of insights across all modes and areas of the City.

Task 3.2: Engagement Events

WGI will attend five (5) events to host a mobility exhibit and receive community input on the mobility plan. Attendance at each event will be a maximum of 4 hours. WGI will also develop an interactive activity to gather public comment during outreach events. Examples are games, visual preference surveys, or trade-off assessment. WGI will produce outreach materials to advertise the events. This includes one (1) handout such as a trifold brochure, one (1) mailer, event boards, maps, and event material. The City will be responsible for distribution of the mailers and public notices for each event.

Task 3.3: Survey

WGI will develop one (1) survey to collect data and insights from the public. The survey will be formatted into a digital format (Survey123) accessible on the city's website. A physical version of the survey will be developed for distribution to community residents who are unable to complete the survey digitally. Printing services will be charged per the agreed upon rate sheet. The survey will be provided in English and Spanish.

Task 3.4: Walkshop

The project team will plan and conduct one (1) walkshop with the steering committee. The purpose of the walkshop is to identify assets and challenges *in situ*. WGI will develop a walking route to be approved by the City, as well as features to include. Subtasks include handout, working with law enforcement, and conducting the walkshop. The walkshop will be a up to four (4) hours in length a be limited to three (3) WGI staff.

Task 3.5: Public Engagement Summary

WGI will gather input from Task 3 activities and prepare a public engagement summary. This summary will provide a synthesis of comments and comment types to document and present comment in the final plan.

Task 3 Deliverables:

- *Public Engagement Summary*

TASK 4: MOBILITY ANALYSIS

Fee.....\$39,800.00

This review will focus on key areas as determined by the priorities identified in Tasks 1 and 2.

Task 4.1: Analysis

WGI will assess the following aspects of the mobility system:

- Connectivity of the transportation network, including gaps (i.e., missing infrastructure, existing constraints/barriers);
- Priority areas and “hotspots;”
- Strategic data layers;
- Sidewalks, curbsides, intersections, trails, streets, on-street parking (vehicles, bikes etc.), transit stops, and signage/wayfinding;
- The City will assist in coordination with the TPA, FDOT, the County, and other City consultants in data collection activities; and
- Data will be sourced from existing data. New data collection is not included in this scope.

Task 4.2: Mobility Patterns

This review will provide the most recent research and data on evolving travel pattern changes with new mobility such as shared-use mobility and microtransit (e.g. Freebee and Circuit). The City will assist in providing any data or studies available from local studies related to redevelopment potential.

Task 4.3: Mobility Technology Recommendations

WGI will assess current, trending, and emerging technologies applicable to Lake Worth Beach’s traffic, parking, and safety needs. The team will review technologies, the pros and cons of each technology (cost, maintenance, and training needs), market availability, case studies (where available), and links to vendors.

Task 4.4: Project Type Identification

WGI will identify the types of mobility projects recommended to be included in the mobility plan based on project goals, realistic outcomes, and funding. These project types will inform Task 5.1 Prioritization Criteria.

Task 4 Deliverables:

- *Mobility analysis memo*
- *Project type recommendations memo*

TASK 5: PRIORITIZATION AND METRICS

Fee.....\$16,375.00

In conjunction with Tasks 1 through 4, WGI will develop a prioritization structure intended to facilitate a rapid and effective focus of resources. Prioritization will be linked back to the mobility plan goals and informed by stakeholder comments.

Task 5.1 Draft Prioritization Criteria

WGI will develop a draft prioritization criteria memo (e.g., matrix, list) to assist the public and decision makers. Primary criteria will be those which are prominent in national, state, and regional programs: safety, equity, resilience, multi-mobility. Secondary criteria will be locally driven and tied to the goals set for this mobility plan.

Task 5.2: Standards, Metrics, and Data Collection

WGI will work with the City to identify standards and performance metrics for near- and long-term data strategies. The team will review metrics associated with the plan’s goals and priorities, as well as metrics used by the Palm Beach TPA. This sub-task includes a review of data collection methods and sources, as well as best practices. The results will be included in the Task 5.3.

Task 5.3 Final Prioritization Criteria

Based on Task 5.2 and Task 3, WGI will create a final prioritization criteria memo.

Task 5 Deliverables:

- *Draft Prioritization Criteria Memo*
- *Final Prioritization Criteria Memo*

TASK 6: MOBILITY PLAN

Fee.....\$132,150.00

The Mobility Plan will be conducted with two parallel tracks: (1) the mobility plan with overarching elements and (2) opportunistic action. This is important given key federal, state, and regional funding programs. Each section of the plan will cover (1) existing conditions, (2) trends and changes, (3) priorities, (4) projects, (5) policies, and (6) programs.

Task 6.1 Mobility Networks

WGI will update the network analysis conducted in the Palm Beach TPA’s 2011 Master Comprehensive Bicycle Transportation Plan. WGI will examine sidewalks, roadways, access to transit, bikeways, Safe Routes to Schools, equity and accessibility, and Vision Zero for the following element:

- 1) current networks
- 2) gaps
- 3) constraints
- 4) trade-offs
- 5) recommended networks, improvements, and network growth.

Depending on priorities established in Tasks 2 and 3, the network may be developed citywide or targeted to sub-networks and/or corridors. Up to five (5) graphics will be provided to support the mobility network analysis recommendations.

Task 6.1 Deliverable:

- *Maps showing existing and potential mobility networks (by individual and collective system)*
- *Conceptual graphics (up to 5)*

Task 6.2: Modes

This task will review existing and trending modes of transportation and will be developed concurrent with Task 3 Public Engagement. This purpose of this task is to (1) develop a hierarchy of modes for City sub-areas, and (2) analyze the likely evolution and market adoption of emerging modes of transportation and their applicability to Lake Worth Beach.

Task 6.2 Deliverable

- *Emerging modes memo*

Task 6.3 Complete Streets Policy Development

In September of 2022, City Council adopted Resolution 62-2022 to establish a Complete Streets Policy. The policy is to be adopted in the Comprehensive Plan's Transportation Element.

Task 6.3.1: Best Practices in Complete Street Policy and Design

This task will review locally adopted policies and designs, as well as national best practices. The review will be driven by goals and priorities identified in Tasks 1-5.

Task 6.3.2: Outreach and Messaging

WGI will create interactive exercises to teach stakeholders (1) traditional street design in a variety of contexts, (2) critiques of traditional design, (3) growing completion for space in rights of way, and (4) trade-offs. We will use tools such as Streetmix. These activities will be conducted with education and engagement in Task 3.

Task 6.3.3: Comprehensive Plan Policies

The project team will develop a slate of policies for inclusion in the next update to the Comprehensive Plan- Transportation Element.

Task 6.3.4 Complete Streets Typologies

While Task 6.1 addresses networks, this task will assess the design of segments, intersections, and cross-sections. The choice of typologies will be developed concurrent with the priority setting activities in Tasks 5 and 6. For example, the City may want to develop typologies for Vision Zero to address hotspot rather than develop standard cross sections. WGI will produce to six (6) typologies and renderings.

Task 6.3 Deliverables:

- *Best Practices in Policy and Design Memo*
- *Complete Streets Policies*
- *Complete Street typologies and renderings (up to six)*

Task 6.4: Transit Oriented Development and Mobility Hubs

In addition to the outreach defined in Task 3, WGI will provide the following specific to mobility hubs and TOD:

- 1) WGI will provide up to 5 examples of mobility hubs applicable to Lake Worth Beach and associated best practices;
- 2) Create ranking criteria to define up to two mobility hub locations (based on co-location to transit stops, role as destination or node, ability to serve multiple modes, and propensity for high non-SOV use); and
- 3) Prepare conceptual renderings for up to two hubs. These renderings will be designed for public engagement and for grant submittals.

Task 6.4 Deliverable:

- *TOD & Mobility Hubs Memo*

Task 6.5 Demand Management

Demand management helps cities better manage infrastructure assets where supply expansion is limited or infeasible. This mobility plan will cover the following elements of demand management:

1. land use
2. parking
3. curbside management
4. transportation demand management (or TDM)
5. Shared mobility.

For each area of demand management, the plan will include:

1. how demand management works
2. best practices
3. current programs
4. program development
5. other pertinent practice tips.

These will be compiled into a Demand Management Report

Task 6.5 Deliverables:

- Demand Management report

Task 6.6: Strategic Funding

WGI will develop a priority project list to match funding sources. The mobility plan is organized to leverage funding opportunities, some of which are one-time funds that will be dispersed through federal grants or the Palm Beach TPA. There are also state funding sources that may be available for mobility-related activities, as well as local Capital Improvement funds.

Task 6.6 Deliverable:

- *Project Priority and Funding List*

Task 6.7: Draft Mobility Plan

A draft Mobility Plan will be developed based upon the sub tasks above. The Draft Mobility Plan will include a map(s) of the multimodal improvements and a tabular list of multimodal improvements. The prioritization for funding and construction of multimodal improvements identified in the Mobility Plan will be established during the annual update of the Capital Improvements Plan. City staff will provide up to two rounds of review of the draft plan. WGI will present a draft of the plan to the City Commissioner at a regularly scheduled hearing.

Task 6.7 Deliverables:

- *Draft Mobility Plan*
- *Presentation for City Commission hearings*

Task 6.8 Final Mobility Plan

Based on the City staff review and feedback from City Commission, WGI will incorporate comments into the final mobility plan. WGI will present the final plan to the City Commission for adoption at a regularly scheduled hearing.

Task 6.8 Deliverables:

- *Final Mobility Plan*
- *Presentation for City Commission hearings*

Any additional optional services requested by CLIENT will be provided in accordance with WGI’s current hourly fee schedule in effect at the time of service, or a fixed fee to be negotiated once a scope of service is defined.

Respectfully submitted,

WGI, Inc.



Angela Biagi, PLA, LEED BD+C
Director, Urban + Community Planning

Auditors Trial Balance
Accounting Period: 12/2023
Fund: 001 - General Fund

Report Generated on Sep 8, 2023 1:08:13 AM

Account	Account Description	Current Year	Prior Years		Total
		FY2023	FY2022	FY2021	
001-0000-380.15-10	Transfer Development		246,720.00	222,122.50	468,842.50
001-0000-380.15-11	Sustainable Bonus	13,211.25	1,380.00	14,520.00	29,111.25
001 - General Fund Total		13,211.25	248,100.00	236,642.50	497,953.75



To: William Waters, AIA, NCARB, LEED AP, BD+C, SEED

From: Ravali Kosaraju, PE, PTOE
WGI Project Manager

Subject: **Lake Worth Beach Mobility Plan**
WGI Project #01172974.34

Progress Report
Service Period through September 15, 2023

Below is a summary of work performed to-date on this project:

- Project kick off meeting was held in February 7, 2023.
- Following this meeting, **the project schedule was developed** per the scope items identified.
- **Individual interviews were conducted with the Mayor, Vice Mayor and Commissioners** to learn about their take on mobility and the role it plays in achieving community goals, and measures of success for this plan.
- **Draft funding strategy was developed to identify various state and federal level grants.**
- Preparations also began for the first public outreach event.
- **First public outreach event was held on Saturday, April 15th** with a turnout of approximately 45-50 attendees.
- **A summary document along with FAQs was developed to capture the feedback received at the outreach event.**
- **Spanish and Creole translations were developed for the April 15th outreach event.**
- **Project website was launched in late July with the project information and outreach event summary posted in English, Spanish and Creole.**
- Current regional and Statewide adopted plans, and City's current adopted plans such as the Bicycle Network Plan, Downtown Lake Worth Arts & Cultural Maser Plan were reviewed to derive common themes.
- **Mobility Plan Taskforce stakeholders were identified** with individual correspondence to external stakeholders such as FDOT, TPA and community members and **a kickoff meeting was held in late-June.**
- Crash data, AADT, Origin-Destination (O-D) data, tree canopy, and street lighting data was gathered from various sources such as FDOT, WGI's data partner (Urban SDK), TPA, and the City.
- Analysis to identify High Injury Network (HIN) and mobility conditions was performed.
- To be grant eligible, HUD published disadvantaged communities overlay, socioeconomic data was also extracted from Federal published online data.
- The City's existing zoning and future land use data along with current community activity areas were identified to determine correlation between data and known travel patterns.
- O-D data was overlaid with known existing activity centers. O-D data is undergoing further refinement following consultation with City staff.
- **HIN was presented to City project team and locations of strategic significance** (for example: proximity to schools, major highway crossing and/or arterial intersections) **were chosen for a Walkshop.**
- HIN continues to be fine-tuned with various overlays pertaining to demographics, socioeconomic data, land uses (current and future).



- **Walkshop was conducted in Friday, September 8th with Mobility Plan Taskforce members** in cohort with core project team to get in-depth feedback at identified locations within HIN.
- For the stakeholders that couldn't attend, walkshop materials were shared via email the following week so they can run through the locations themselves and provide feedback. Deadline was set to be September 30th.
- Online survey questions are in development and once vetted by City project team will be posted online and also available in-person at several City facilities.

STAFF REPORT REGULAR MEETING

AGENDA DATE: January 17, 2023

DEPARTMENT: Community Sustainability

TITLE:

WGI Task Order No. 34 – Preparation of a Mobility Plan for the City of Lake Worth Beach

SUMMARY:

WGI, a CCNA, city approved consultant/provider, has prepared a detailed Task Order for the development of a Citywide Mobility Pan. The development of the plan is anticipated to take two years and will cross over two fiscal years, 2023 and 2024

BACKGROUND AND JUSTIFICATION:

The City has discussed for several years the need for a formal mobility plan. As part of the budget discussions for Fiscal Year 2023, the Commission approved \$150,000 for the first year in developing such a plan. Provided here is a formal Task Order that covers the entire, projected two-year timeframe to complete the data gathering, analysis, public outreach, findings, project planning and project scheduling for a mobility plan that will be adopted as an addendum to the City's Comprehensive Plan.

The first year of work will be funded by the Fiscal Year 20223 appropriation. The second year of work under the Task Order, taking place in Fiscal Year 2024, is recommended to be funded by the City's Sustainable Bonus Incentive Program Trust Fund (Fund). The Fund has a healthy balance of several hundred thousand dollars with additional deposits anticipated during the year as approved projects go to permitting.

The task order divides the proposed work in to six (6) main tasks. 1) Plan Alignment, 2) Commission Workshop, 3) Public Engagement, 4) Mobility Analysis, 5) Prioritization and Metrics and 6) finally Mobility Plan, which will include proposed projects with prioritization and scheduling. Tasks 1 through 4 are proposed to be completed the first year with tasks 5 and 6 the following year. The Task Order itself goes into more detail regarding the proposed work and deliverables.

MOTION:

Move to approve/disapprove Task Order No. 34 with WGI to prepare a citywide mobility plan for the City of Lake Worth Beach

ATTACHMENT(S):

Fiscal Impact Analysis

Task Order No. 34

WGI Approved CCNA Contract

FISCAL IMPACT ANALYSIS

Five Year Summary of Fiscal Impact:

Fiscal Years	2023	2024	2025	2026	2027
Inflows					
Current Appropriation	0	0	0	0	0
Program Income	0	0	0	0	0
Grants	0	0	0	0	0
In Kind	0	0	0	0	0
Outflows					
Operating	\$149,085	\$148,525	0	0	0
Capital	0	0	0	0	0
Net Fiscal Impact	\$149,085	\$148,525	0	0	0
No. of Addn'l Full-Time Employee Positions					
	0	0	0	0	0

New Appropriation Fiscal Impact:		
	Revenue Source	Expenditure
Department	Community Sustainability	
Division	Planning & Preservation	
GL Description		
GL Account Number		
Project Number	AP2302	
Requested Funds	301-9010-589.63-00 - FY 2023 001-0000-380.15-11 – FY 2024	FY 2023 \$149,085.00 FY 2024 \$148,525.00

Budget Transfer Impact		
	Revenue Source	Expenditure
Department		
Division		
GL Description		
GL Account Number		
Project Number		
Requested Funds		

Contract Award - Existing Appropriation	
	Expenditure
Department	
Division	
GL Description	
GL Account Number	
Project Number	
Requested Funds	

STAFF REPORT REGULAR MEETING

AGENDA DATE: October 3, 2023

DEPARTMENT: Leisure Services

TITLE:

Purchase Order with Rep Services, Inc., to acquire Beach Playground equipment

SUMMARY:

The Leisure Services Department is seeking approval of the proposed purchase agreement with Rep Services, Inc., in order to move forward with purchase and installation of beach playground equipment. The proposed playground design features multiple play elements for youth visitors at the Beach. Children can enjoy two slides, pull up rings, a climber and various interactive features. The structure promotes play, fitness, imagination, community and a shaded top for safety and comfort.

BACKGROUND AND JUSTIFICATION:

The playground at the beach was removed a few years ago due to disrepair from corrosion. In 2021, the City of Lake Worth Beach Commission approved a Capital Improvement Project for the purchase and installation of a playground at the Casino Complex Property. The Leisure Services Department has worked with Rep Services, Inc., to develop a design for the playground from Landscape Structures. Rep Services has been designing playgrounds since 1971 and has been successful in playground installations at parks along the coast. Local examples of playgrounds include structures at Brian Chappell Park and Osprey Park in West Palm Beach. Both structures have lasted over 10 years installed adjacent to the waterfront. Clay County, a political subdivision of the State of Florida competitively awarded the Agreement for Various Equipment and Amenities for Parks and playgrounds to REP Services, Inc based on the Clay County Solicitation No. RFP No. 18/19-2 valid until 05/26/2024. Clay County Contract authorizes the CONTRACTOR to extend the terms and conditions of the Clay County Contract to other government entities at the discretion of the CONTRACTOR; and

CITY has requested and the CONTRACTOR has agreed to extend the terms and conditions of the Clay County Contract to the CITY. City's Procurement Policy and Code authorizes the purchases of goods and services through "piggybacking" other governmental competitively procured Agreements

MOTION:

Move to approve/disapprove purchase order with Rep Services, Inc., to acquire Beach Playground Equipment

ATTACHMENT(S):

Fiscal Impact Analysis
Playground Design Renderings
Quotation
Clay County Agreement

FISCAL IMPACT ANALYSIS

Five Year Summary of Fiscal Impact:

Fiscal Years	2024	2025	2026	2027	2028
Inflows					
Current Appropriation	0	0	0	0	0
Program Income	0	0	0	0	0
Grants	0	0	0	0	0
In Kind	0	0	0	0	0
Outflows					
Current Appropriation	\$69,037.60	0	0	0	0
Operating	0	0	0	0	0
Capital	0	0	0	0	0
Net Fiscal Impact	0	0	0	0	0
No. of Addn'l Full-Time Employee Positions					
	0	0	0	0	0

Contract Award - Existing Appropriation	
	Expenditure
Department	Leisure Services
Division	Recreation
GL Description	Special Rec Facility/ Improve Other than Build
GL Account Number	301-8055-575.63-00
Project Number	GV2112
Requested Funds	\$69,037.60



REP SERVICES, INC.

Experts at Play & Outdoor Spaces

Site Amenities ■ Playground Equipment ■ Safety Surfacing ■ Shade
Phone: 407.831.9658 Fax: 866.232.8532 E-mail: sales@repervices.com

Please mail POs, contracts and checks to:

Rep Services, Inc.
165 W. Jessup Ave.
Longwood, FL 32750-4146

Proposed To: City of Lake Worth Beach
Leisure Services
17 S M St
Lake Worth Beach, FL 33460-3830

Attn: Rudolph Galindo

Ship To: TBD at a later date

Attn:

Bill To: City of Lake Worth Beach
Leisure Services
17 S M St
Lake Worth Beach, FL 33460-3830

Attn: Rudolph Galindo

Project No: 19647 **Project Name:** City of Lake Worth Beach - Beach Play **Project Contact:** Rudolph Galindo
Proposal No: 19647.07 **Proposal Name:** Beach Playground-Play **Project Location:** 10 S Ocean Blvd
Proposal Date: 8/21/2023 **Proposal Expires:** 9/20/2023 **Project County:** Palm Beach

For Questions Contact: Jacqui Rohrborn ☎ 407-853-3560 ✉ jacqui@repervices.com
Consultant: Paul Bravo ☎ 407-853-3573 ✉ paul@repervices.com **Opt/Rev:** D/0 8/21/23 - JR

Vendor: Landscape Structures **Proj Drawings:** 19647-1-2 2024.1 590548

Class	Part No	Qty	Description	Unit Price	Ext Price
Play Area 5-12					
Climbers	PB122914A-005	1 EA	Loop Arch 48"dk DB	1,775.00	1,775.00
	PB152907B-001	1 EA	Deck Link W/barriers - Steel End Panels 2 Steps	2,625.00	2,625.00
	PB152907C-001	1 EA	Deck Link W/barriers - Steel End Panels 3 Steps	3,420.00	3,420.00
Decks	PB111228A-001	2 EA	Square Tenderdeck	1,315.00	2,630.00
	PB111231A-001	1 EA	Triangular Tenderdeck	1,015.00	1,015.00
	PB185852A-001	1 EA	Transfer Step W/2 Handloops - DB	1,290.00	1,290.00
Enclosures	PB115254A-001	1 EA	Storefront Panel	800.00	800.00
	PB120314B-001	1 EA	Wire Barrier W/wheel - Above Deck	1,145.00	1,145.00
Kids In Motion	PB120901A-001	1 EA	Grab Bar	245.00	245.00
	PB120902A-001	1 EA	Handhold Leg Lift	265.00	265.00
Overhead Events	PB130873A-001	1 EA	Ring Pull	840.00	840.00
Posts	PB111404A-001	2 EA	148"alum Post DB	505.00	1,010.00
	PB111404C-001	2 EA	132"alum Post DB	475.00	950.00
	PB111404D-001	2 EA	124"alum Post DB	455.00	910.00
	PB111404F-001	2 EA	108"alum Post DB	380.00	760.00
	PB111404G-001	2 EA	100"alum Post DB	375.00	750.00
	PB111404H-001	1 EA	92"alum Post DB	355.00	355.00
Signs	IP182503C-001	1 EA	Welcome Sign (Isi Provided) - Ages 5-12 Years Direct Bury	0.00	0.00
Slides & Gliders	PB123337A-005	1 EA	Single Slide 48"dk DB	2,000.00	2,000.00
	PB130390A-003	1 EA	Double Swoosh Slide - 72"dk DB	3,020.00	3,020.00

Product Subtotal: \$25,805.00

Discount per the Clay County Contract #18/19-2 2.00% (\$516.10)

Discounted Product Total: \$25,288.90

Electronic of Signed & Sealed Engineering: \$3,500.00

Freight: Prepaid Ship Method: Best Way FOB: Destination Weight: 1,577 lbs Freight Charge \$4,860.00

Landscape Structures Total: \$33,648.90

Vendor: LSI SkyWays **Proj Drawings:** 19647-1-2 2024.1 590549

Class	Part No	Qty	Description	Unit Price	Ext Price
Play Area 5-12					
Shade	IP237671H-001	1 EA	Skyways Single Post Pyramid 16'x16' Shade - 14' Entry Height W/rapid Release	8,630.00	8,630.00

Product Subtotal: \$8,630.00

Discount per the Clay County Contract #18/19-2 2.00% (\$172.60)

Discounted Product Total: \$8,457.40

Freight: Prepaid Ship Method: Best Way FOB: Destination Weight: 670 lbs Freight Charge \$4,900.50

LSI SkyWays Total: \$13,357.90

Vendor: RSI Installer				590584
Item	Qty	Description	Unit Price	Ext Price
PERMIT FILING	1 EA	Charge for document preparation for building permit.	1,000.00	1,000.00
PERMIT FEE	1 EA	Permit Fees charged by Building Department for the building permit and by the Clerk of Circuit Court for the Notice of Commencement.	2,010.80	2,010.80
OFFLOADING	1 LT	Offloading Equipment	1,975.00	1,975.00
TRASH REMOVAL	1 LT	Trash removal from jobsite	1,115.00	1,115.00
INS-LSI	1 LT	Equipment Installation - Landscape Structures Drawing 19647-1-2 includes integrated SkyWays Shade Structure	11,325.00	11,325.00
OTHER	1 EA	Provide and install Engineered Wood Fiber Safety Surfacing	4,605.00	4,605.00
RSI Installer Total:				\$22,030.80

General Terms of Sale and Proposal Summary

100% of product prior to fabrication.

Product:	\$37,246.30
Installation:	\$22,030.80
Freight:	\$9,760.50
Proposal Total:	\$69,037.60

Notes

The Clay County Contract #18/19-2 provides a 2% discount on LSI product. The maximum price for installation is 50% of the product price. (Installation does not include site prep, slabs, footings or engineering).

The Clay County Contract #18/19-2 provides a 2% discount on LSI SkyWays product. The maximum price for installation is 75% of the product price. (Installation does not include site prep, slabs, footings or engineering).

Basis of Proposal: Option 19647-1-2 2024.1

Our offer is based upon **site visit, emails and discussions. , revised for 2024 pricing.**

Estimated project completion schedule

(This schedule starts when all needed information to direct engineering has been gathered.)

- 4 Weeks: Engineering
 - 4 Weeks: Permitting/Submittal Approval
 - 23 Weeks Longest manufacturing lead time. (Typical for scheduling.)
 - 1 Week Shipping
 - 2 Weeks Installation
 - 34 Weeks TOTAL WEEKS
- Note that RSI is committed to do all it can to meet the needs of your project.*

Landscape Structures:

Color selection to be made at time of color submittal approval.

SkyWays Shade by LSI:

SkyWays units are designed to meet 2020 Florida Building Code 7th Edition.

Note that the fabric is to be removed by the owner should winds exceed 75MPH. Fabric should be removed in the event of a hurricane.

The high-density polyethylene fabric is flame retardant conforming to NFPA 701 and ASTM E84 per FBC 3105.3.1. Color selection to be made at time of color submittal approval.

SkyWays Shade by LSI:

SkyWays units are designed to meet 2020 Florida Building Code 7th Edition.

Note that the fabric is to be removed by the owner should winds exceed 75MPH. Fabric should be removed in the event of a hurricane.

The high-density polyethylene fabric is flame retardant conforming to NFPA 701 and ASTM E84 per FBC 3105.3.1. Color selection to be made at time of color submittal approval.

LSI Coastal Considerations

As is known, the location of this playground subjects the equipment to a highly corrosive environment. Daily, the equipment will receive a coating of salt spray from the Atlantic/Gulf/Intercoastal waters. This will impact the structure. We want to bring your attention to some salient factors.

1. During the fabrication process, we take certain steps to help mitigate the corrosion risk. We will apply a treatment to enhance corrosion protection at the powder coated steel weldments. These parts will be sandblasted to promote paint adhesion and improve corrosion resistance by providing an optimal profile on surfaces, edges, and weld joints for the ProShield® finish. We will utilize powder coated aluminum posts, aluminum clamps, stainless steel hardware, polyethylene plastics and aluminum barriers wherever possible. These actions will reduce the risk of rust.

2. This equipment will require regular maintenance to minimize corrosion. We will provide instructions and an initial supply of spray paint to support this effort. You will need to keep a log of your maintenance efforts.

3. Included as part of this proposal we have submitted a copy of the Landscape Structures warranty as well as an example of a maintenance log. See the references to salt spray environments. When submitting a warranty claim, it is likely you will be asked to verify your maintenance efforts with the above-mentioned log.

Installation:

Unless otherwise noted, the following items are to be *PROVIDED BY CUSTOMER* prior to installation:

- Signed & sealed site plan or survey.
- Access for machines and labor crew to equipment installation location.
- Staging area.
- Geotechnical Report.
- Tree survey and barriers
- Private underground utilities located and marked

Our scope does not include:

- Sod & Landscape Restoration.
- Soils testing.
- Site security.
- Water
- Dewatering and drainage considerations.
- Concrete testing.

Installation Charges on this proposal are based on NO UNFORESEEN conditions in the area, above or below the surface. If unforeseen conditions arise, the installation charges will change to reflect additional costs associated with dealing with those circumstances. Examples of this include but are not limited to: site not ready upon installer's arrival, underground utilities, or difficulties with footers due to coral rock or ground water in the holes.

Time Limitations Holding Prices Firm:

Orders are shipped within our manufacturer's standard lead times. Requests for delayed shipping may result in additional costs due to increases in freight, material costs or other factors. To secure the prices on this proposal, the offer must be accepted prior to the expiration date noted.

If, during the performance of this contract, the price of a product increases 3% or more as documented by factory quotes, invoices or receipts to contractor (Rep Services, Inc.) from the date of the contract signing the price of shall be equitably adjusted by an amount reasonably necessary to cover such price increases. Where the delivery of a product is delayed, through no fault of contractor (RSI) as a result of the shortage or unavailability of a product, contractor (RSI) shall not be liable for any additional costs or damages associated with such delay(s).

The undersigned warrants that he/she is an authorized representative of the City of Lake Worth Beach noted and has the requisite authority to bind the City of Lake Worth Beach and/or principal.

Accepted By:

City of Lake Worth Beach

Company Name	Authorized By	Printed Name	Date
As Its: _____	(Title)		

DRAWN BY: DNW		<h1>PG-1</h1>		
PLAY EQUIPMENT PLAN				
TOTAL AREA: 1,050 SF				
FALL HEIGHT: 6'				
BORDER: BORDER BY OTHERS				
USER CAPACITY: 20				
SURFACING: 1,050 SF PGG				
SUBGRADE ELEV.: -5" BFF				
ADA SCHEDULE	FBC 240.2.1.2	TOTAL PLAY ACTIVITIES 2-5: N/A		
		TOTAL PLAY ACTIVITIES 5-12: 7		
		ACCESSIBLE ELEVATED ACTIVITIES	ACCESSIBLE GROUND-LEVEL ACTIVITIES	ACCESSIBLE GROUND-LEVEL PLAY TYPES
2-5	REQ	N/A	N/A	N/A
	PROV	N/A	N/A	N/A
5-12	REQ	2	1	1
	PROV	4	3	3

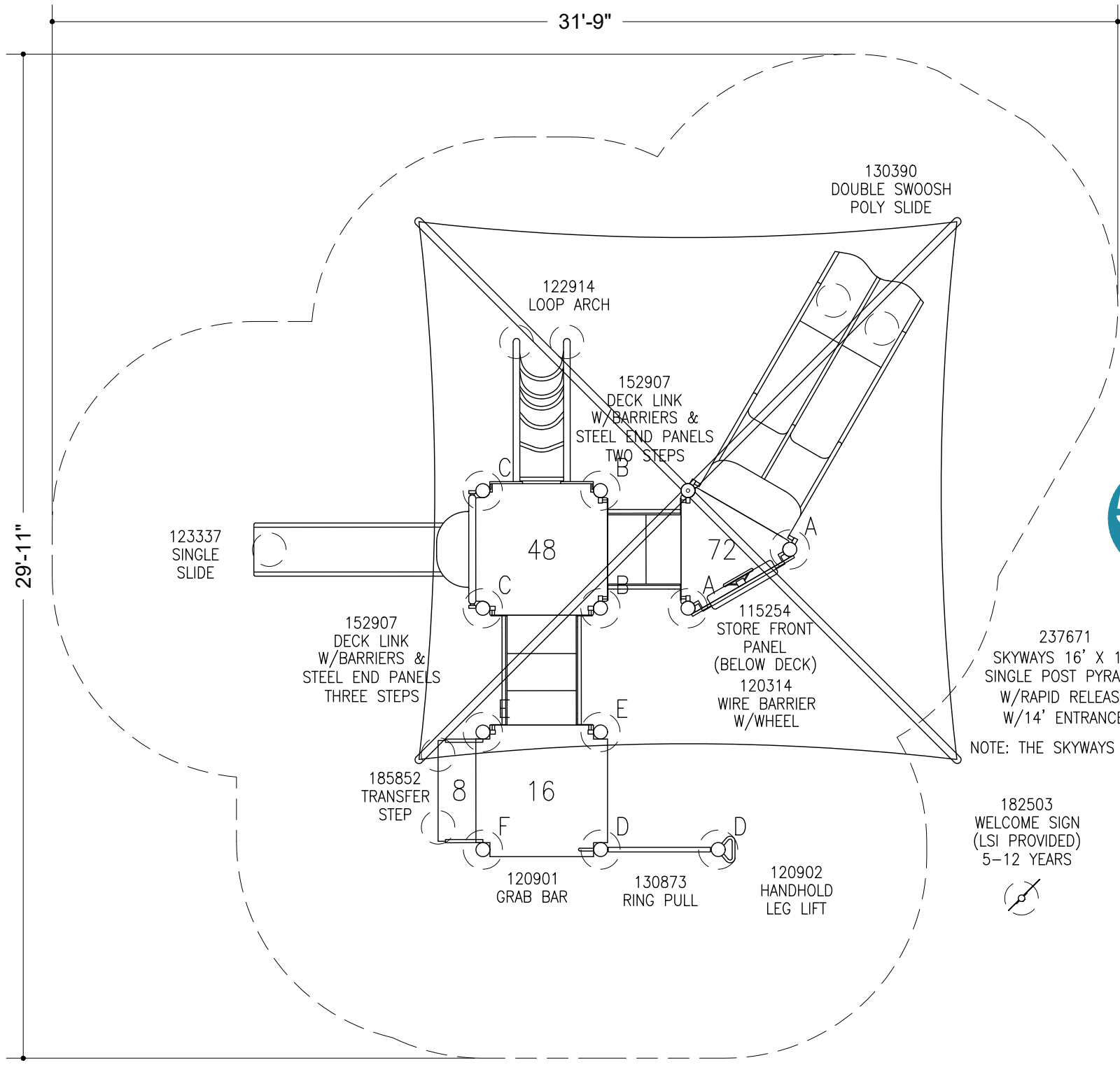
WELCOME SIGN
TO BE LOCATED IN CONSULTATION WITH OWNER

⚠ WARNING
INSTALLATION OVER A HARD SURFACE SUCH AS CONCRETE, ASPHALT, OR PACKED EARTH MAY RESULT IN SERIOUS INJURY OR DEATH FROM FALLS.

⚠ WARNING
SURFACING AND PLAYSURFACES MAY BECOME **HOT** AND CAUSE BURNS. CHECK FOR HOT SURFACES PRIOR TO PLAYING ON THE PLAYGROUND.

GENERAL NOTES:
1. EQUIPMENT LOCATION TO BE FIELD VERIFIED PRIOR TO CONSTRUCTION
2. ACCESSIBLE ROUTE OF TRAVEL TO THE PLAYGROUND TO BE PROVIDED BY OTHERS, UNLESS OTHERWISE NOTED
3. BASE MUST EXHIBIT POSITIVE DRAINAGE IN ALL AREAS

COASTAL NOTE
DUE TO THE PROJECT PROXIMITY TO THE WATER, LANDSCAPE STRUCTURES' COASTAL WARRANTY WILL BE APPLIED. CHECK WARRANTY DOCUMENT FOR MORE DETAILS.



5-12
years old

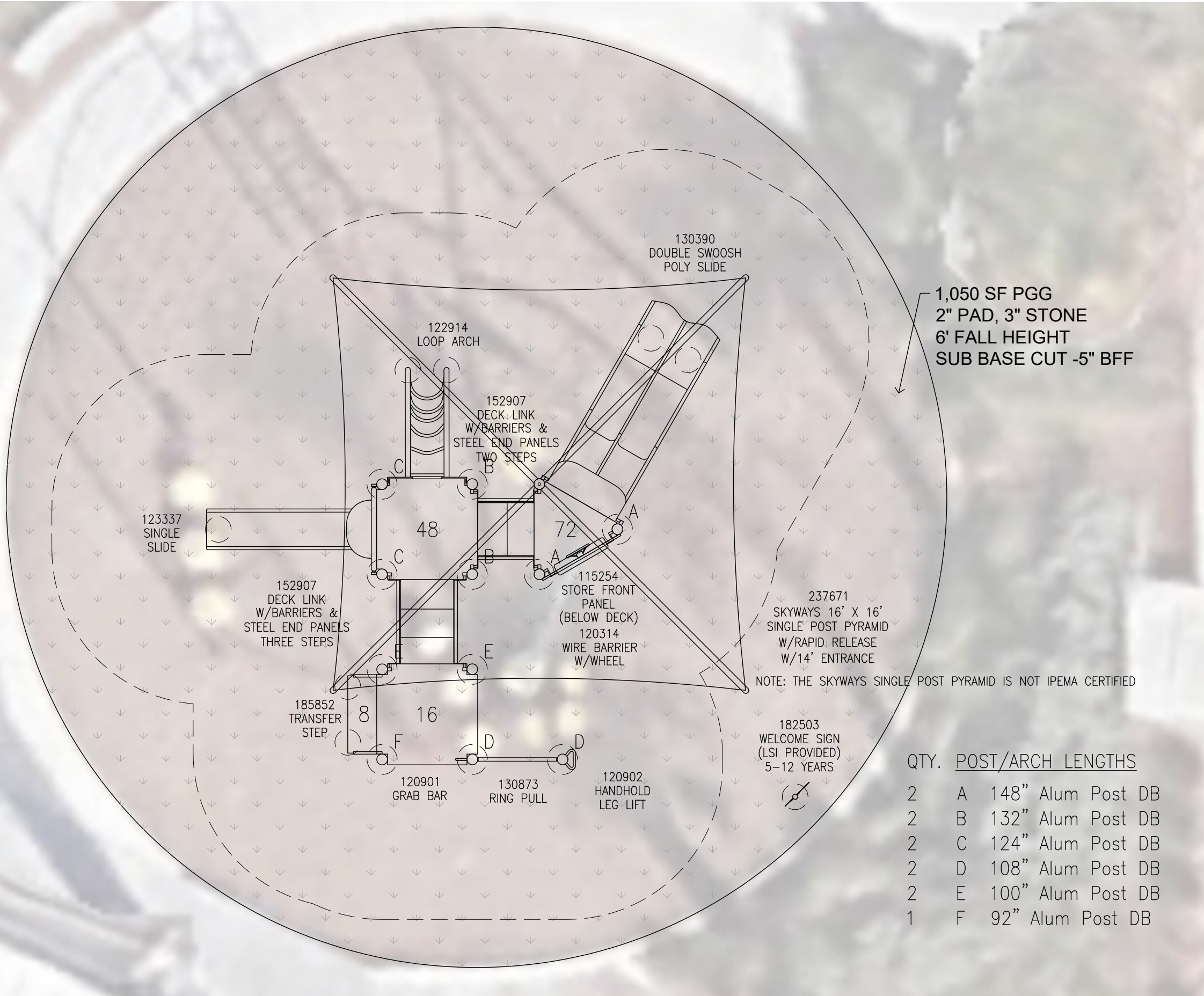
237671
SKYWAYS 16' X 16'
SINGLE POST PYRAMID
W/RAPID RELEASE
W/14' ENTRANCE
NOTE: THE SKYWAYS SINGLE POST PYRAMID IS NOT IPEMA CERTIFIED

182503
WELCOME SIGN
(LSI PROVIDED)
5-12 YEARS

QTY.	POST/ARCH	LENGTHS
2	A	148" Alum Post DB
2	B	132" Alum Post DB
2	C	124" Alum Post DB
2	D	108" Alum Post DB
2	E	100" Alum Post DB
1	F	92" Alum Post DB

City of Lake Worth Beach - Beach Playground

DRAWN BY: DNW	PG-2
INSTALL PLAN	
TOTAL AREA: 1,050 SF	
FALL HEIGHT: 6'	
BORDER: BORDER BY OTHERS	
USER CAPACITY: 20	
SURFACING: 1,050 SF PGG	
SUBGRADE ELEV.: -5" BFF	



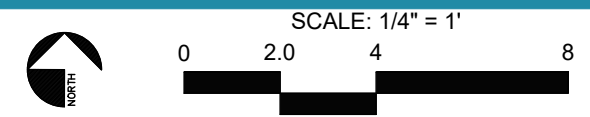
1,050 SF PGG
2" PAD, 3" STONE
6' FALL HEIGHT
SUB BASE CUT -5" BFF

NOTE: THE SKYWAYS SINGLE POST PYRAMID IS NOT IPEMA CERTIFIED

QTY.	POST/ARCH	LENGTHS
2	A	148" Alum Post DB
2	B	132" Alum Post DB
2	C	124" Alum Post DB
2	D	108" Alum Post DB
2	E	100" Alum Post DB
1	F	92" Alum Post DB

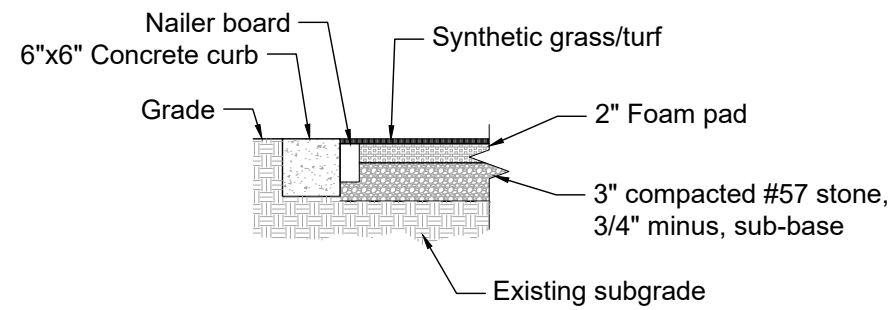
City of Lake Worth Beach - Beach Playground

Lake Worth, FL
PROJECT: 19647-1-2 2024.1
NOT FOR CONSTRUCTION



REP SERVICES, INC.
Experts at Play & Outdoor Spaces

DRAWN BY:DNW	PG-3 DETAILS
TOTAL AREA: 1,050 SF	
FALL HEIGHT: 6'	
BORDER: BORDER BY OTHERS	
USER CAPACITY: 20	
SURFACING: 1,050 SF PGG	
SUBGRADE ELEV.: -5" BFF	



○ Synthetic grass/turf with Perimeter
 Concrete Curb, 6'-8' fall height

City of Lake Worth Beach - Beach Playground



Beach Playground

19647-1-2 2024.1 • 8.21.2023





Beach Playground

19647-1-2 2024.1 • 8.21.2023





Beach Playground

19647-1-2 2024.1 • 8.21.2023



**BOARD OF COUNTY COMMISSIONERS
CLAY COUNTY, FLORIDA**

**RFP No. 18/19-2, VARIOUS EQUIPMENT AND
AMENITIES FOR PARKS AND PLAYGROUNDS**

**DUE DATE: Monday, March 18, 2019- 4:00 p.m.
OPEN DATE: Tuesday, March 19, 2019 -1:00 p.m.**



**Issued By:
Clay County Board of County Commissioners
Purchasing Department**

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Attachments:
Form W-9

REQUEST FOR PROPOSAL NOTICE

NOTICE IS HEREBY GIVEN that sealed proposals will be received until 4:00 P.M., Monday, March 18, 2019, at the Clay County Administration Building, Fourth Floor, Reception Area, 477 Houston Street, Green Cove Springs, Florida 32043, for the following:

RFP No. 18/19-2, VARIOUS EQUIPMENT AND AMENITIES FOR PARKS AND PLAYGROUNDS

Proposals will be opened at 1:00 P.M., or as soon thereafter as possible, on Tuesday, March 19, 2019 in the Clay County Administration Building, Conference Room “B”, Fourth Floor, 477 Houston Street, Green Cove Springs, Florida, in the presence of the Purchasing Department staff and all other interested persons.

The opened Proposals will be read aloud, examined for conformance to specifications, tabulated, and preserved in the custody of the Purchasing Department. Proposals submitted will be evaluated by the Finance and Audit Committee. The Finance and Audit Committee of the Board will present its recommendation to the Board of County Commissioners as soon thereafter as possible. At the discretion of the Board of County Commissioners or the Finance and Audit Committee, companies submitting proposals may be requested to make oral presentations as part of the evaluation process.

Proposals will not be valid unless received by the proposal deadline and in a sealed envelope marked **“RFP No. 18/19-2, VARIOUS EQUIPMENT AND AMENITIES FOR PARKS AND PLAYGROUNDS”** to be received until 4:00 P.M., Monday, March 18, 2019. Envelopes are to be submitted in person or delivered by courier to the above address. No postal mail will be accepted.

During the bidding process, all prospective proposers are hereby prohibited from contacting (i) any member of the Board of County Commissioners, the County Manager or any County employee or agent regarding the solicitation in any respect during the solicitation period, and (ii) the County Manager or any County employee or agent regarding the solicitation in any respect during the evaluation period. The violation of this rule shall result in the automatic disqualification of any response to a bid solicitation submitted by the violator (as specified in Section P of Chapter 8 of the Purchasing Manual attached hereto). The no-contact rule set forth shall not apply to inquiries submitted to County employees or agents in the manner specifically provided in the bid solicitation package regarding the distribution thereof, or to communications seeking clarification regarding instructions or specifications submitted to County employees or agents in the manner specifically provided for in the bid solicitation package, or to pre-bid conferences provided for in the bid solicitation package, or to formal presentations by finalists to the Board of County Commissioners or any committee thereof specifically contemplated in the bid solicitation package. For information concerning procedures for responding to this Bid, contact the Purchasing Department, Donna Fish by email purchasing@claycountygov.com or at (904) 278-3761.

The County reserves the right to waive formalities in any response, to reject any or all responses with or without cause, to waive technical and non-technical or non-material defects in the solicitation or submittal of any responses, including the lack of availability of adequate funds, regulatory agency requirements, to make award in part or completely, and/or to accept the response that, in its judgment, will be in the best interest of the County of Clay. Bid proposals in which the prices obviously are unbalanced will be rejected.

FOLLOWING THE BID OPENING AND TABULATION, A “NOTICE OF INTENT TO AWARD BID” OR A “NOTICE OF REJECTION OF ALL BIDS” WILL BE POSTED ON THE INTERNET AT: <http://www.claycountygov.com/departments/purchasing-division/bcc-bid-tabs-current-bids-intent-bids-rejection-bids>. THIS WEB PAGE CAN ALSO BE ACCESSED FROM THE HOMEPAGE OF THE COUNTY’S WEBSITE AT: www.claycountygov.com BY FOLLOWING THE “NOTICE OF INTENT BIDS” LINK UNDER THE “BUSINESS” ROLLOVER BUTTON ON THE COUNTY’S HOMEPAGE. NO OTHER NOTICE WILL BE POSTED.

PROSPECTIVE BIDDERS ARE NOTIFIED THAT THE FAILURE TO INCLUDE WITHIN THE SEALED BID ENVELOPE A PROPER BID BOND OR OTHER SECURITY APPROVED UNDER THE COUNTY’S PURCHASING POLICY, OR THE FAILURE TO FILE A WRITTEN PETITION INITIATING A FORMAL PROTEST PROCEEDING WITHIN THE TIMES AND IN THE MANNER PRESCRIBED IN SECTION 8. (N), OF SAID POLICY, SHALL CONSTITUTE A WAIVER OF THE RIGHT TO PROTEST THE BID SOLICITATION, ANY ADDENDUM THERETO, OR THE BID DECISION, AS APPLICABLE, AND TO INITIATE A FORMAL PROTEST PROCEEDING UNDER SAID POLICY. THE COUNTY’S PURCHASING POLICY CAN BE VIEWED AT THE COUNTY’S WEBSITE BY FOLLOWING THE APPROPRIATE LINKS FROM THE HOMEPAGE ADDRESS SET FORTH ABOVE.

A person or affiliate who has been placed on the convicted bidder list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, Florida Statutes, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted bidder list.

-----END OF NOTICE-----

BID ADVERTISEMENTS SCHEDULE

**RFP No. 18/19-2, VARIOUS EQUIPMENT AND AMENITIES FOR PARKS AND
PLAYGROUNDS**

(CLAY TODAY) For publication on: February 14, 2019

(CLAY COUNTY WEBSITE) For: February 14, 2019

PLEASE SEND ORIGINAL INVOICE AND PROOF OF PUBLICATION TO:

Clay County Board of County Commissioners
Purchasing Department
477 Houston Street
Green Cove Springs, Florida 32043
ATTENTION: Donna Fish



Lorin L. Mock
Acting County Manager

REQUEST FOR PROPOSAL INSTRUCTIONS

RFP No. 18/19-2, VARIOUS EQUIPMENT AND AMENITIES FOR PARKS AND PLAYGROUNDS

1. **Delivery and Receipt of Bids:** All sealed Proposals submitted shall be received by the Purchasing Department of Clay County, Florida.

Proposals submitted in person or by courier services will be received at:

Clay County Administrative Building
Fourth Floor, Reception Area
477 Houston Street, Green Cove Springs, Florida 32043

Three copies of the Proposal must be received in a sealed envelope. Proof of liability insurance, form W-9 taxpayer identification number, and bid information shall be included with all responses submitted.

The words "**RFP No. 18/19-2, VARIOUS EQUIPMENT AND AMENITIES FOR PARKS AND PLAYGROUNDS**" shall be clearly marked on the front and back of the envelope containing the Proposal.

2. **Due Date and Opening Date:** Proposals will be received by carrier or in person until Monday, March 18, 2019 at 4:00 p.m. and will be opened on Tuesday, March 19, 2019 at 1:00 p.m. or soon thereafter, in the Clay County Administration Building, 477 Houston Street, Conference Room "B", Fourth Floor, Green Cove Springs, Florida. Bids will be reviewed by Clay County as soon thereafter as possible.
 - A. All Proposals will be "clocked" at the time they are received to indicate the time and date of receipt.
 - B. Proposals WILL NOT be accepted in person after the time and date specified.
 - C. Proposals received by carrier WILL NOT be accepted if they are received after the time and date specified regardless of the circumstances.
 - D. No postal mail will be accepted.
3. **Withdrawal of RFP:** Proposals may be withdrawn by a written or faxed request by the Bidder and received by the Purchasing Department before the date and time for receiving Proposals has expired. Negligence on the part of the Bidder in preparing a Proposal is not grounds for withdrawal or modification of a Proposal after such Proposal has been opened by the County. Bidders may not withdraw or modify a Proposal after the appointed Bid Opening. Bidders may not assign or otherwise transfer their Proposals.
4. **Inquiries/Questions:** Any questions regarding this RFP must be directed to **Donna Fish** (the authorized contact person) via email at purchasing@claycountygov.com (preferred method) or by calling (904) 278-3761. Written inquiries/questions must be received by **March 6, 2019**. Responses to questions, clarifications, and addenda will be distributed to potential Bidders by email. It is the responsibility of interested Bidders to verify if this information has been issued prior to submitting a Bid.

5. **No Contact Period:** During the Bidding process, all prospective Bidders are hereby prohibited from contacting (1) any member of the Board of County Commissioners, the County Manager or any County employee or agent regarding the solicitation in any respect during the solicitation period, and (2) the County Manager or any County employee or agent regarding the solicitation in any respect during the evaluation period. The violation of this rule shall result in the automatic disqualification of any Bid submitted by the violator, as specified in Section P of Chapter 8 of the Clay County Purchasing Manual. **Exceptions:** The no-contact rule set forth shall not apply to inquiries submitted to the authorized contact person, the pre-bid conference, or to formal presentations by finalists to the Board of County Commissioners or to the County's evaluation committee.
6. **Additional Evaluation:** The County reserves the right to request any additional information from Bidders after Bid Opening and before award as may be necessary to assist in review and evaluation of any Bid prior to submittal of a recommendation for award to the Board of County Commissioners.
7. **Award:** The Bid will be awarded to the responsible Bidder(s) submitting a Bid determined to provide the best value to the County with price, technical, and other applicable factors considered. The County reserves the right to award to multiple bidders.
8. **Waiver of Formalities/Rejection of Bids:** The County reserves the right to waive formalities in any Bid, to reject any or all Bids with or without cause, to waive irregularities/technicalities, and waive technical and non-technical or non-material defects in the Bid document or submittal of any Bid. The County reserves the right to make award either in part or completely, and/or to accept the Bid that, in its judgment, will be in the best interest of the County. Bids in which the prices obviously are unbalanced will be rejected. The County reserves the right to reject any and all Bids and to re-advertise for all or any part of this solicitation as deemed in its best interest.
9. **Cancellation of Bid:** Clay County reserves the right to cancel a solicitation at any time prior to approval of the award. The decision to cancel a solicitation cannot be the basis for a protest under the formal protest process as referenced herein.
10. **No Bid:** Each company not intending to respond to this Bid should reply with a written "No Bid Statement". Such action will maintain the company on the appropriate active Bidder solicitation list. Three (3) failures to respond to solicitations may result in deletion from the Bidder solicitation list.
11. **Bid Errors:** Where Bid forms have erasures or corrections, each erasure or correction must be initialed in ink by the Bidder. In case of unit price Bid items, if an error is committed in the extension of an item, the unit price as shown in the Bid response will govern. Errors between any sum, computed by the Bidder, and the correct sum thereof will be resolved in favor of the correct sum. Any discrepancy between words and numbers will be resolved in favor of the written words.
12. **Deviations:** Bidders are hereby advised the County will only consider Bids that meet the specifications and other requirements imposed upon them by this Bid document. In instances where a deviation is stated in the Bid Form, said Bid will be subject to rejection by the County in recognition of the fact that said Bid does not meet the exact requirements imposed upon the Bidder by the Bid or Contract documents.

13. **Bid Protests:** Any company affected adversely by the County's decision may file with the County Purchasing Department a "Notice of Protest" in writing within 72 hours after the posting of the recommended award. Failure to file a written Notice of Protest shall constitute a waiver of proceedings under Chapter 8 (N) of the Clay County Purchasing Policies. Failure to file a written petition initiating a formal protest proceeding within the time frame and in the manner prescribed in Section 8 (N) of said policy shall constitute a waiver of the right to protest the Bid solicitation, any addendum thereto, or the Bid award recommendation or decision, and to initiate a formal protest proceeding under said policy. The County's Purchasing Policy may be viewed at the County's website by following the appropriate links from the Homepage.
14. **Public Entity Crimes:** Pursuant to Section 287.133(2)(a) of the Florida Statutes, a person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a Bid for a Contract to provide any goods or services to a public entity, may not submit a Bid for a Contract with a public entity for the construction or repair of a public building or public work, may not submit Bids on leases of real property to a public entity, may not be awarded or perform work as a Contractor, supplier, subcontractor, or consultant under a Contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017 of the Florida Statutes, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list. By submitting a Bid, Bidder attests that they have not been placed on the "Convicted Vendor List".
15. **Debarment:** By submitting a Proposal, the Bidder certifies that it is not currently debarred from submitting proposals for contracts issued by any political subdivision or agency of the State of Florida and that it is not an agent of a person or entity that is currently debarred from submitting proposals for contracts issued by any subdivision or agency of the State of Florida.
16. **Laws and Regulations:** The Bidder shall comply with all laws and regulations applicable to provide the goods and/or services specified in this solicitation. The Bidder shall be familiar with all federal, state and local laws that may affect the goods and/or services offered. All applicable Federal and State laws, municipal and Clay County ordinances, and the rules and regulations of all authorities having jurisdiction over any part of the project shall apply to the entire project and Contract.
17. **Scrutinized Companies Certification:** In compliance with subsection (5) of Section 287.135(5), Florida Statutes the Bidder certifies that the company is not participating in a boycott of Israel as defined in subsection (1) of the Statute; is not on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List as referred to in subsection (2) of the Statute; and does not have business operations in Cuba or Syria as defined in subsection (1) of the Statute. The included Scrutinized Companies Certification Form must be completed and returned as part of the bid submittal.
18. **Laws and Regulations:** The Bidder shall comply with all laws and regulations applicable to provide the goods and/or services specified in this solicitation. The Bidder shall be familiar with all federal, state and local laws that may affect the goods and/or services offered. All applicable Federal and State laws, municipal and Clay County ordinances, and the rules and regulations of all authorities having jurisdiction over any part of the project shall apply to the entire project and Contract.

19. **Copyright Restrictions:** Both the County seal and the County logo are being registered for a copyright. Neither the Clay County seal nor the logo may be used or provided to non-Clay County government users for use on company Bids, presentations, etc.

20. **Indemnification:** The awarded Bidder shall indemnify and hold harmless the County, and its officers and employees, from liabilities, damages, losses, and costs, including, but not limited to, reasonable attorneys' fees, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of the company and other persons employed or utilized by the company in the performance of the Contract. The provisions of Florida Statute 768.28 applicable to Clay County, Florida apply in full to this Contract. Any legal actions to recover monetary damages in tort for injury or loss of property, personal injury, or death caused by the negligent or wrongful act or omission of any employee of the County acting within the scope of his/her office or employment are subject to the limitations specified in this statute.

No officer, employee or agent of the County acting within the scope of his/her employment or function shall be held personally liable in tort or named as a defendant in any action for any or damage suffered as a result of any act, event, or failure to act. The County shall not be liable in tort for the acts or omissions of an officer, employee, or agent committed while acting outside the course and scope of his/her employment. This exclusion includes actions committed in bad faith or with malicious purpose, or in a manner exhibiting wanton and willful disregard of human rights, safety, or property.

21. **Insurance Requirements:** Prior to commencement of the project, the awarded Bidder shall provide the County Purchasing Department with proof of the following insurance:

a. Commercial General Liability

1. General Aggregate	\$1,000,000
2. Products and Completed Operations Aggregate	\$1,000,000
3. Personal and Advertising Injury	\$1,000,000
4. Each Occurrence	\$1,000,000
5. Fire Damage (any one fire)	\$ 50,000
6. Medical Expense (any one person)	\$ 5,000

b. Automobile Liability

1. Any automobile-Combined bodily injury/property damage, with minimum limits for all additional coverages as required by Florida law	\$1,000,000
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c. Workers Compensation/Employers Liability

1. Workers Compensation	statutory limits
2. Employers Liability	
a. Each Accident	\$ 100,000
b. Disease-Policy	\$ 500,000
c. Disease-Each Employee	\$ 100,000

d. Professional Liability

1. When required by Contract-per occurrence	\$ 1,000,000
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The awarded Bidder must maintain insurance coverage at the above-prescribed levels through the date of completion of the project and such coverage must include all independent Contractors and Subcontractors. Either prior to, or simultaneously with the execution of the Contract, the awarded Bidder must deliver certificates of insurance for the required insurance coverage to the County naming "Clay County, a political subdivision of the State of Florida, the Board of County Commissioners, Clay County, Florida; and all public agencies of Clay County, as their interests may appear" as "Additional Insured." Said certificates of insurance shall also include a thirty-day prior written notice of cancellation, modification or non-renewal to be provided to the County.

22. **Performance and Payment Bond Requirements:** Performance and Payment Bonds are not required for projects of \$200,000^{.00} or less. Prior to commencement of a project exceeding \$200,000^{.00}, the awarded Bidder shall file a 100% Performance Bond and Payment Bond (using Clay County's Standard Form) in the Public Record of Clay County, Florida, Recording Dept./Room 130, 825 North Orange Avenue, Green Cove Springs, Florida 32043. The recorded Performance and Payment Bonds shall be provided prior to the commencement of construction to Clay County Purchasing Department, PO Box 1366, Green Cove Springs, Florida 32043. Performance and Payment Bonds must be increased in accordance with any change order increases on the project.
23. **Bid Preparation Costs:** By submission of a Bid, the Bidder agrees that all costs associated with the preparation of his/her Bid will be the sole responsibility of the Bidder and shall not be borne by the County. The Bidder also agrees that the County bears no responsibility for any costs associated with the preparation of their Bid and/or any administrative or judicial proceedings resulting from the solicitation process.
24. **Business Registration Requirement:** In accordance with Chapters 605-623, Florida Statutes, in order to do business in the State of Florida, corporations (and other business designations) are required to be registered and in good standing with the Department of State, Division of Corporations. To be eligible to receive a contract and/or purchase order registration must be accomplished prior to the initial posting indicating intent to award to that vendor. Failure to be registered may be cause for disqualification. Contact the Division of Corporations at (850) 245-6000. Online-filing is available at: <http://dos.myflorida.com/sunbiz>
25. **Contractor Qualifications and Requirements:** At the time of Bid Opening, all Bidders must be certified or registered pursuant to Chapter 489, Florida Statutes, or hold a Clay County certification under Article III of Chapter 7 of the Clay County Code, as applicable, at the time of submitting a Bid. All Bidders must submit evidence of current state certification or registration, or County certification, as applicable, prior to award of this Bid.

The following licensing requirements shall apply when the applicable Florida statute mandates specific licensing for Contractors engaged in the type of work covered by this solicitation.

- a. State of Florida, Department of Professional Regulation, Construction Industries Licensing Board and licensed by other federal, state, regional, county or municipal agencies having jurisdiction over the specified construction work.
- b. Said licenses shall be in the Bidder's name as it appears on the Bid Form. Bidder shall supply a copy of each applicable license showing the appropriate license numbers, with expiration

dates as required by the County. Failure to hold and provide proof of proper licensing, certification and registration may be grounds for rejection of the Bid and/or termination of the Contract.

- c. Subcontractors Contracted by the Prime Contractor shall be licensed in their respective fields to obtain construction permits from the County. Said license must be in the name of the subcontractor.

The following licensing requirements shall apply when applicable (Contractor Prequalification):

Florida Law and Rules of the State of Florida, Department of Transportation, require contractors to be prequalified with the Department in order to bid for the performance of road, bridge, or public transportation construction contracts greater than \$250,000.00. The Contractor Prequalification process results in the issuance of a Certificate of Qualification for each successful applicant which lists the approved work classes and the Maximum Capacity Rating in dollars. It is the responsibility of potential bidders to review the requirement and meet the qualifications listed at: http://www.dot.state.fl.us/cc-admin/PreQual_Info/prequalified.shtm. Contractors not meeting the applicable work types associated with the scope of the work may utilize subcontractors to assist with meeting the requirement of all necessary prequalification work classes.

- 26. **Qualification:** The County shall have the right to review the references, experience of assigned personnel, and qualifications of the Contractor in order to make the final determination of acceptability of the Contractor to be awarded the Contract and construct the work.

The Board of County Commissioners may reject, at its sole discretion, any Bidder the Commission finds to lack, or who's present or former executive employees, officers, directors, stockholders, partners or owners are found by the Commission to lack honesty, integrity, or moral responsibility. The Commission's finding may be based on any of the following factors: the disclosure required herein, the County's own investigation, public records, or any other reliable source of information. The Commission may also reject any Bidder failing to make the disclosure required herein. By submitting a Bid, Bidder recognizes and accepts that the Board of County Commissioners may reject any Bid at its sole discretion and the Bidder waives any claim it might have for damages or other relief arising from the rejection of its Bid or resulting directly or indirectly from the rejection of its Bid based on these grounds or from the disclosure of any pertinent information relating to the reasons for rejection of its Bid.

- 27. **Subcontractors:** The County reserves the right to approve all Subcontractors for this Contract. If Subcontractors are to be utilized, their names and references must be included within this Bid. Responsibility for the performance of the Contract remains with the main Contractor exclusively. After the commencement of the project, subcontractors may be added or modified during the Contract period only with prior written permission from the County, and only for reasonable cause, as judged by the County.

- 28. **Interpretation of Plans and Specifications:** No interpretation of the meaning of the plans, specifications, or other Contract documents will be made to any Bidder orally. Every request for interpretation should be in writing addressed to the Purchasing Department. To be given consideration, such requests must be received no later than **March 6, 2019.**

Any and all such interpretations and any supplemental instructions will be in the form of a written addendum. All Addenda issued shall become part of the Bid and Contract documents, and receipt must be acknowledged on the Bid Form, by completion of the applicable information on the Addendum, and submitting it with the Bid. Failure to acknowledge Addenda which have no effect on the competitive nature of the bidding process may be a waiveable deviation at the County's sole discretion.

29. **Conflict of Interest:** The award hereunder is subject to Chapter 112, Florida Statutes. All proposers must disclose with their Proposal, any personal or organizational conflicts of interest pursuant to Section 112.313, Florida Statutes, the name of any officer, director, or agent who is also an employee of the Clay County Board of County Commissioners. Further, all proposers must disclose the name of any Clay County Board of County Commissioners employee who owns, directly or indirectly, an interest of the proposer's firm or any of its branches.

30. **Use of Contract by Other Government Agencies:** At the option of the Bidder, the use of the Contract resulting from this solicitation may be extended to other governmental agencies, including the State of Florida, its agencies, political subdivisions, counties, and cities.

Each governmental agency allowed by the Bidder to use this Contract shall do so independent of any other governmental entity. Each agency shall be responsible for its own purchases and shall be liable only for goods or services ordered, received and accepted. No agency receives any liability by virtue of this bid and subsequent contract award.

31. **Execution of Contract and Notice to Proceed:** The awarded Bidder may be required to sign a written Contract. Said Contract will evidence in written form the agreement between the parties.

32. All payments made under this Bid will be made in accordance with the Local Government Prompt Payment Act; in effect, not later than 45 days from receipt of proper invoice.

33. At the discretion of the Board of County Commissioners any Committee contemplated herein, Vendors submitting proposals may be requested to make oral presentations as part of the evaluation process.

RFP No. 18/19-2, VARIOUS EQUIPMENT AND AMENITIES FOR PARKS AND PLAYGROUNDS – SCOPE OF SERVICES
(Provided by Parks and Recreation Department)

SCOPE:

The purpose of this bid invitation:

1. Establish a firm, fixed percentage discount from manufacturer's and/or bidder's current catalog/supply/product information price list for the purchase of various equipment and amenities for parks and playgrounds as requested by the Clay County Division of Parks and Recreation. The County reserves the right to award to multiple bidders.
2. Establish a firm, fixed percentage of manufacturer's and/or bidder's current catalog/supply/product information price list, after applying the above requested discount for purchase, for the installation of various equipment and amenities. It is understood that bidder's current catalog/supply/product information price list are subject to change; however, percentages shall remain fixed. No extra charges or compensation will be allowed for installation above and beyond what has already been presented in your bid. If the bidder offers specialized catalogs, the catalogs must be submitted separately from any other catalog offered by the bidder.
3. This bid is also a means for qualifying vendors for ball park lighting services. Qualifying vendors will be requested to provide pricing on a project by project basis as defined in the method of ordering section of this bid utilizing prices provided in bid response. The qualified vendor(s) providing the lowest responsive quote will be awarded the project.
4. There is no guarantee any purchases will be made after award. Purchase orders will be issued subject to availability of funds.

RESPONSIBILITY:

Bidder shall be responsible for all labor, materials, equipment, supervision, off-loading, storage, and installation, of various equipment and amenities for parks and playground equipment or amenities ordered, unless otherwise specified by the County. The County may elect, in certain circumstances, to purchase only materials and have those materials installed by others (e.g., volunteers, County staff). These items will be shipped to a designated location and off-loaded by the bidder or bidder's representative.

QUALIFICATION OF INSTALLERS:

If a bidder utilizes a sub-contracted installer for any park or playground equipment, a list of sub-contracted installers must be included with their bid. Additionally, the bidder must supply WRITTEN FACTORY/MANUFACTURER CERTIFICATION that its installer, or its sub-contracted installer, is an authorized installer, certified to install various equipment and amenities for parks and playground equipment as required by each manufacturer.

CATALOGS AND MANUFACTURER SUGGESTED RETAIL PRICE (MSRP) LISTS:

Each bidder shall submit with this bid, at no charge, two (2) sets of each current catalog/supply/product information price list as well as current MSRP list for each catalog

submitted. All catalogs and/or MSRP lists shall clearly identify bidder's name, address and telephone number.

The vendor shall supply at no charge, two (2) sets of each then current catalog/supply/product information price list as well as current MSRP list for each catalog submitted upon price changes. At renewal time Vendor may request that new manufacturers be added. County reserves the right to approve or deny this request.

COMPLIANCE WITH LAWS AND CODES:

Bidders must strictly comply with Federal, State and local building and safety codes. Equipment must meet all State and Federal safety regulations. The following publications (issue in effect on date of invitation to bid) shall form a part of this specification:

A. American Society for Testing and Materials (ASTM):

ASTM-F1487 Standards – Methods of testing Playground Equipment for Public Use.

ASTM-F1292 Standards - Method for testing various surfacing materials to determine their “critical height” (the fall height below which a life threatening head injury would not be expected to occur)

Copies may be obtained from the - American Society for Testing and Materials
100 Barr Harbor Drive
West Conshohocken, PA 19428

B. Consumer Product Safety Commission (CPSC) – printed Handbook for Public Playground Safety.

Copies may be obtained from the - US Consumer Product Safety Commission
4330 East West Highway
Bethesda, MD 20814
(301) 504-7923

C. National Playground Safety Institute (NPSI) – identification of 12 leading causes of injuries on playgrounds.

Copies may be obtained from the - National Recreation and Park Association
22377 Belmont Ridge Road
Ashburn, VA 20148-4150
(703) 858-0784

D. Americans with Disabilities Act (ADA) Regulations for Title III, Appendix A, Standards for Accessible Design, issued by the Department of Justice.

Copies may be obtained by calling: (800) 514-0301

Bidders certify that all products (materials, equipment, processes, age appropriate signage, or other items supplied in response to this bid) contained in its bid meet all Federal and State requirements, **Upon completion of installation of play equipment and/or playground surfacing, bidder shall furnish to the County a certificate so stating the equipment /surfacing and its installation meet all Federal and State requirements as outlined in the above publications.**

Bidders further certify that if the product(s) delivered and/or installed are subsequently found to be deficient in any of the aforementioned requirements in effect on date of delivery, all costs necessary to bring the product(s) and installation into compliance shall be borne by the bidder.

INVOICING:

Invoices may be issued once equipment, materials, and supplies are delivered and/or installed to the county's satisfaction. At a minimum, invoices must include: Purchase Order Number, Item Number and Description, Date of Shipment, Quantity Ordered, Unit Price, Unit of Measure, and a total for all purchases. Standard payment terms are Net 45 days per the Local Government Prompt Payment Act.

TERMS OF CONTRACT:

The term of bid award for various equipment and amenities for parks and playgrounds will be three (3) years, with two (2) one (1) year renewal options. Discounts from this solicitation shall prevail for the full duration of the contract and including subsequent extensions. County reserves the right to use other available bids or contracts when in the best interest of the County.

METHOD OF ORDERING:

The County may generate a Request for Quotation, on an "as needed" basis, for park and playground equipment and/or ball field lighting together with a request for additional services required to complete that project (see attached Quote sample sheet). The County reserves the right to send such Request for Quotation to any or all awarded bidders. The Request for Quotation can define the project exactly or the Request for Quotation can describe a desired end result, allowing the bidder to design the park or playground site.

After generating a Request for Quotation for a project, and before bidder's submission of its quotation in response to the Request for Quotation, the County may require requested bidder (s) to attend a site visit with County personnel to familiarize the bidder(s) with the site and determine additional services that may be required to complete the project. Bidders will be responsible for the accuracy of all fixed measurements.

The bidder's quotation in response to the Request for Quotation must contain each of the following:

- A detailed breakdown of the cost for the entire project. Descriptions of additional services related to the project, together with their price, shall also be listed.
- Include Catalog Name, Number and associated discount. When quoting projects where freight would be charged, those costs must be included in quote so freight charges can appear on the purchase order. Freight charges for equipment must be pre-paid and added to the invoice.
- Names of any and all subcontractors on the project. It is understood the bidder remains responsible for project completion and acceptance by the County. The County reserves the right to reject any quotation in response to a Request for Quotation if said quotation names a subcontractor who has, in the sole opinion of the County, previously failed in the proper performance of an award or failed to deliver on time contracts of a similar nature, or who is not in a position to perform properly under this award.
- Project Completion Date.
- Include an updated catalog, if needed and updated MSRP lists for the park and play equipment specifically quoted.

The County will generate purchase orders as a result of approved “Request for Quotations” submitted, at the sole discretion of the County. The County reserves the right to not award to any, or to use other available bids or contracts when in the best interest of the County.

PROMOTIONAL PRICING:

During the contract period, bidders shall extend any pricing offered on a “promotional” basis from the manufacturer to the county. It will be the bidder’s responsibility to monitor said items and report any that are or will be offered at lower prices.

SUPERVISION:

A bidder’s job supervisor/representative shall be on the work site at all times and be thoroughly knowledgeable of the materials, job requirements, plans, specifications and installation functions. Contractors shall be responsible for the appearance of all working personnel assigned to the project (clean and appropriately dressed at all times).

JOB COMPLETION:

Bidder/installer shall be responsible for all materials received and signed for from date of order to completion of job installation.

Bidder/installer shall be responsible for cleanup and removal of all debris resulting in job completion.

Bidder/installer shall be responsible for restoring the work site to its original condition at the completion of the project. This shall include re-sodding of the area affected by their work with sod which is of the same variety and quality as the surrounding sod. Where no sod exists prior to installation, the contractor shall restore grade to a level consistent with the surrounding grade.

RESPONSIBILITY FOR DAMAGES AND PRESERVATION OF PROPERTY:

The bidder shall use due care to avoid damaging all property associated with, adjacent to, or in any way affected by the work being performed. The bidder shall be responsible for the protection of all buildings, structures, and utilities that are underground, above ground, or on the surface from their operations that may be hazardous and/or damaging to said facilities. Bidder shall leave work site in a neat and orderly fashion at the end of each work day. Any damage occurring to such items by bidder shall be immediately repaired or replaced to a condition at least equal to that which existed prior to the damage. All costs incurred for repair or replacement shall be borne by the successful bidder. Any damages not repaired or replaced by the bidder within ten (10) calendar days from notification will be fixed by the County or its contractor and the cost shall be paid by the bidder or deducted from their invoice.

VIOLATIONS/DEFAULT:

In the event the awarded bidder(s) should violate any provisions of this bid, such bidder will be given written notice stating the deficiencies and given ten (10) days to correct deficiencies found. The County reserves the right to terminate any bid, contract, or purchase order at any time due to any violation.

In the event the awarded bidder(s) should breach this contract, the County reserves the right to seek all remedies in law and/or in equity. Failure of an awarded bidder to adhere to completion dates defined by bidder and County may result in no further purchase being made with such bidder under this Bid.

BID FORM
RFP No. 18/19-2, VARIOUS EQUIPMENT AND AMENITIES FOR PARKS AND PLAYGROUNDS

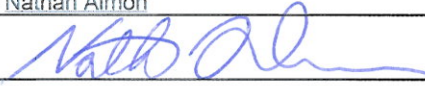
Bidder: Rep Services, Inc.

Address: 581 Technology Park, Suite 1009

City, State and Zip: Lake Mary FL 32746

Phone: 407-831-9658 Email: nathan@repervices.com

Contact Name(s): Nathan Almon



Signature of Bidder

*Bidder can provide additional price information related to Ball Field Lighting

MANUFACTURER CATALOGS:

Manufacturer: Landscape Structures Playground Equipment

Fixed Percentage Discount off MSRP: 2%
Custom equipment priced per project and is not included in standard price list.
Installation (Fixed Percentage of cost after discounts of equipment): 50%

Manufacturer: Skyways Shade

Fixed Percentage Discount off MSRP: 2%
Custom shade priced per project
Installation (Fixed Percentage of cost after discounts of equipment): 75%
75% Fixed Percentage does not include: foundations, concrete slabs or permitting.

Manufacturer: USA Shade

Fixed Percentage Discount off MSRP: 2%
Custom shade priced per project.
Installation (Fixed Percentage of cost after discounts of equipment): 75%
75% Fixed Percentage does not include: foundations, concrete slabs or permitting.

Manufacturer: Poligon/Parasol Shade

Fixed Percentage Discount off MSRP: 2%
Shades & shelters priced as custom.
Installation (Fixed Percentage of cost after discounts of equipment): 75%
75% Fixed Percentage does not include: foundations, concrete slabs or permitting.

(MULTIPLE SHEETS CAN BE USED)

BID FORM
RFP No. 18/19-2, VARIOUS EQUIPMENT AND AMENITIES FOR PARKS AND PLAYGROUNDS

Bidder: Rep Services, Inc.

Address: 581 Technology Park

City, State and Zip: Lake Mary FL 32746

Phone: 407-831-9658 Email: nathan@repservices.com

Contact Name(s): Nathan Almon



Signature of Bidder

*Bidder can provide additional price information related to Ball Field Lighting

MANUFACTURER CATALOGS:

Manufacturer: Aquatix

Fixed Percentage Discount off MSRP: 2%

Installation (Fixed Percentage of cost after discounts of equipment): 100%

Manufacturer: Porter/Poligon Shelters

Fixed Percentage Discount off MSRP: 2%

Shelters priced as custom per project.

Installation (Fixed Percentage of cost after discounts of equipment): 75%

75% Fixed Percentage does not include foundations, concrete slabs or permitting.

Manufacturer: DuMor Site Furnishings

Fixed Percentage Discount off MSRP: 2%

Custom equipment priced separately and is not included in standard price list

Installation (Fixed Percentage of cost after discounts of equipment): 50%

Manufacturer: Anova Site Furnishings

Fixed Percentage Discount off MSRP: 2%

Custom equipment priced separately and is not included in standard price list.

Installation (Fixed Percentage of cost after discounts of equipment): 50%

(MULTIPLE SHEETS CAN BE USED)

BID FORM
RFP No. 18/19-2, VARIOUS EQUIPMENT AND AMENITIES FOR PARKS AND PLAYGROUNDS

Bidder: Rep Services, Inc.

Address: 581 Technology Park

City, State and Zip: Lake Mary, FL

Phone: 407-831-9658 Email: nathan@repservices.com

Contact Name(s): Nathan Almon



Signature of Bidder

*Bidder can provide additional price information related to Ball Field Lighting

MANUFACTURER CATALOGS:

Manufacturer: Hanover Specialites Poured in Place Safety Surfacing-EPDM, Bondflex & Granuflex

Fixed Percentage Discount off MSRP: 2%

Installation (Fixed Percentage of cost after discounts of equipment): Installation included in price per SF

Manufacturer: No Fault Safety Surfacing

Fixed Percentage Discount off MSRP: 2%

Installation (Fixed Percentage of cost after discounts of equipment): Installation included in price per SF

Manufacturer: ForeverLawn

Fixed Percentage Discount off MSRP: 2%

Installation (Fixed Percentage of cost after discounts of equipment): Installation included in price per SF

Manufacturer: Irvine Wood Recovery

Fixed Percentage Discount off MSRP: 2%

Installation (Fixed Percentage of cost after discounts of equipment): 50%

(MULTIPLE SHEETS CAN BE USED)

BID FORM
RFP No. 18/19-2, VARIOUS EQUIPMENT AND AMENITIES FOR PARKS AND PLAYGROUNDS

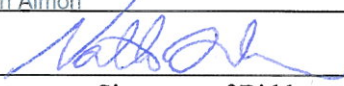
Bidder: Rep Services, Inc.

Address: 581 Technology Park Suite 1009

City, State and Zip: Lake Mary, FL

Phone: 407-831-9658 Email: nathan@repservices.com

Contact Name(s): Nathan Almon



Signature of Bidder

*Bidder can provide additional price information related to Ball Field Lighting

MANUFACTURER CATALOGS:

Manufacturer: Robertson Recreational Surfaces-TotTurf/Syn Turf/Bonded Rubber

Fixed Percentage Discount off MSRP: 2%

Installation (Fixed Percentage of cost after discounts of equipment): Installation included in price per SF

Manufacturer: No Fault Sport Group/Loose Rubber Mulch

Fixed Percentage Discount off MSRP: 2%

Installation (Fixed Percentage of cost after discounts of equipment): 50%

Manufacturer: _____

Fixed Percentage Discount off MSRP: _____

Installation (Fixed Percentage of cost after discounts of equipment): _____

Manufacturer: _____

Fixed Percentage Discount off MSRP: _____

Installation (Fixed Percentage of cost after discounts of equipment): _____

(MULTIPLE SHEETS CAN BE USED)

RFP #18-19-2, Various Equipment And Amenities For Parks And Playgrounds

SUB-CONTRACTOR EQUIPMENT INSTALLERS:

Business Name: Al Bosgraaf & Sons

Address: 240 Rebel Run, Osteen FL 32764

Phone Number: 407-402-8495

Contact Name: Gerald Bosgraaf

Business Name: Johnny Pitts Constrution

Address: 4124 Pace Lane, Milton FL 32572

Phone Number: 850-232-1616

Contact Name: Johnny Pitts

Business Name: D.W. Recreation Services, Inc.

Address: 8851 Equus Circle

Phone Number: 561-818-4819

Contact Name: Donald West

Note: Upon request bidders must supply WRITTEN CERTIFICATION (s) naming bidder, and/or each of its sub-contractor installer(s), as an authorized installer certified to install park and playground equipment as required by each manufacturer. Installers shall have a Certified National Playground Safety Inspector (NPSI) present during installations and repairs.

(MULTIPLE SHEETS CAN BE USED)

Example Request for Quotation
Various Equipment and Amenities for Parks and Playgrounds

Description of Project: _____

A site plan (not to scale), along with drawing of proposed amenities, is attached. A mandatory site visit is scheduled for _____ at _____.

Price Quotation:

Manufacturer	Item and Page Number	Quantity	MSRP Unit Price	Contract Discount	Extended Price

*When quoting projects where freight would be charged, include those costs so freight charges can appear on the purchase order. Freight charges for equipment must be pre-paid and added to the invoice.

Additional Services Required:

Description	Quantity	Unit Price	Extended Price

Total: \$ _____

List any Subcontractors:

1. Name _____
2. Address _____
3. Telephone Number _____
4. Contact Name _____
5. Designated Work _____
6. Subcontractor Cost _____

RFP No. 18/19-2, VARIOUS EQUIPMENT AND AMENITIES FOR PARKS AND PLAYGROUNDS

CORPORATE DETAIL

Failure to complete all fields may result in your bid being rejected as non-responsive.

COMPANY NAME: Rep Services, Inc.

ADDRESS: 581 Technology Park, Suite 1009

Lake Mary, FL 32746

TELEPHONE: 407-831-9658

FAX #: 866-232-8532

E-MAIL: nathan@repservices.com

Name of Person submitting Bid: Nathan Almon

Title: President

Signature: 

Date: _____

ADDENDA ACKNOWLEDGMENT:

Bidder acknowledges receipt of the following addendum:

Addendum No. _____ Date: _____ Acknowledged by: _____

Addendum No. _____ Date: _____ Acknowledged by: _____

Addendum No. _____ Date: _____ Acknowledged by: _____

**Certification Regarding Debarment, Suspension,
Ineligibility and Voluntary Exclusion Form**

**RFP No. 18/19-2, VARIOUS EQUIPMENT AND AMENITIES FOR PARKS AND
PLAYGROUNDS**

- (1) The prospective Vendor, Rep Services, Inc, certifies, by submission of this document, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal Department or Agency.

- (2) Where the Vendor is unable to certify to the above statement, the prospective Vendor shall attach an explanation to this form.

Vendor:

Rep Services, Inc.

By: 
Signature

Nathan Almon/President
Name and Title

581 Technology Park, Suite 1009
Street Address

Lake Mary, FL 32746
City, State, Zip

Date

Scrutinized Companies Certification

[Clay County RFP No. 18/19-2, VARIOUS EQUIPMENT AND AMENITIES FOR PARKS AND PLAYGROUNDS]

Name of Company:¹ Rep Services, Inc.

In compliance with subsection (5) of Section 287.135(5), Florida Statutes (the Statute), the undersigned hereby certifies that the company named above is not participating in a boycott of Israel as defined in subsection (1) of the Statute; is not on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List as referred to in subsection (2) of the Statute; and does not have business operations in Cuba or Syria as defined in subsection (1) of the Statute.

Insert Name of Company:

Rep Services, Inc.

(Seal)

By: Nathan Almon


Its President

¹ "Company" means a sole proprietorship, organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, limited liability company, or other entity or business association, including all wholly owned subsidiaries, majority-owned subsidiaries, parent companies, or affiliates of such entities or business associations, that exists for the purpose of making profit.

“NO BID” Statement

RFP No. 18/19-2, VARIOUS EQUIPMENT AND AMENITIES FOR PARKS AND PLAYGROUNDS

If your company does not intend to bid on this procurement, please complete and return this form prior to the date shown for receipt of Bids to: Clay County Purchasing Department, Attn: Donna Fish, 477 Houston Street, Green Cove Springs, FL 32043

We, the undersigned, decline to bid on the above referenced invitation to bid for the following reasons:

- Specifications are too restrictive (please explain below or attach separately)
- Unable to meet specifications
- Specifications were unclear (please explain below or attach separately)
- Insufficient time to respond
- We do not offer this product or service
- Our schedule would not permit us to perform at this time
- Unable to meet bond requirements
- Other (please explain below or attach separately)

Remarks:

Company Name: _____ Telephone #: _____

Signature: _____ Fax #: _____

Print Name: _____ Title: _____

Address: _____

City: _____

Zip: _____

CHAPTER 8: PROCEDURES FOR PUBLIC BID OPENINGS

(A) **Purpose:** The purpose of this chapter is to specify procedures for the submittal, receipt, opening and recording of all formal bids required by all of the various laws, ordinances, and other procedures and manuals governing the solicitation and awarding of public bids in Clay County, Florida, including but not limited to:

- a. Section 336.44, Florida Statutes (2001).
- b. Applicable Provisions of Clay County Code.
- c. Florida Department of Transportation Standard Specifications, most recent edition.

(B) **Time of Opening:** All bids shall be submitted to the Purchasing department, 4th Floor, Clay County Administration Building, 477 Houston Street, Green Cove Springs, Florida, which shall record receipt thereof by date and time on the bid envelope. Upon receipt, the Purchasing department will maintain custody and control of all bid submittals until after they have been opened. The deadline for a particular bid submittal shall be 4:00 P.M., of the Monday immediately preceding the Tuesday upon which the bid is to be opened. No bid shall be opened unless and until proof by publisher's affidavit of publication of the bid solicitation is received and filed by the Purchasing department. Bidders and the public are welcomed to attend the opening and all subsequent committee and commission meetings related to the bids.

(C) **Form of Bid Submittal:** All bids shall be submitted in triplicate, (and if applicable only on the forms provided by the County or its staff). Each bid and its accompanying materials shall be submitted in a single, sealed and opaque envelope. The following items shall be prominently marked on the cover of the envelope by the party making the submittal prior thereto:

- a. The number assigned to the particular bid solicitation.
- b. The title of the bid exactly as it appeared in the published solicitation.
- c. The date of the bid opening.

(D) **Bid Receipt Procedure:** The County Manager shall, in cooperation with his or her Department heads and the Purchasing department, assign a specific and discrete number and title to each bid solicitation, which shall be contained in the Request for Bids, the newspaper publication, specifications and the Bid Form thereof. Three copies of each request for bid shall be submitted to the Purchasing department for distribution as provided in Section F hereof, and the "Request For Bids" shall be signed prior to publication.

(E) **Place of Opening:** All bids properly submitted shall be opened in a public location so designated in the bid solicitation.

(F) **Distribution of Copies:** Upon the opening of a bid, one copy shall be distributed to the head of the originating department. Purchasing shall submit to the Finance committee of the Board a tabulated list of all bidders and their bids, including bid number, name, staff assigned, a recommendation to include but not be limited to the lowest responsive and responsible bid, or in a proper circumstance the best bid, budget information and alternatives. All staff assigned to evaluate bid and RFP responses shall do so observing all requirements of the Sunshine Law and

in meetings noticed at least 72 hours in advance thereof. The Purchasing department shall serve as the permanent record holder for the County Manager.

(G) **Committee Review, Report and Recommendations:** Bids shall be reviewed by the Board's Finance committee following the bid opening. The Committee should, in the absence of unusual circumstances, report its recommendation to the Board at the Board's next regularly scheduled meeting, which shall include a tabulated list of all bidders and their bids. In all events, the County Manager shall cause to be spread upon the minutes of the regular meeting of the Board next following the opening of a particular bid, a list of all bidders and their bids. Upon being awarded a bid, and if a contract is entered into with the successful bidder then the County's Standard Addendum and IRS Form W-9, Request for Taxpayer Identification and Certification must be completed.

(H) **Ineligible Bid:** Any bid that does not meet the foregoing requirements for form, time of submittal, number of copies or the specifications advertised will be rejected and the reasons stated therefor; provided that the Purchasing department shall reject and return unopened all bids which do not meet the foregoing requirements for time of submittal, or envelope markings. Bids that do not meet requirements for form will be rejected and declared "No Bid". The Board reserves the power to reject all bids and in its discretion to re-advertise the solicitation.

(I) **Bid Withdrawal Period:** Any bid submitted requires a five (5) percent bond unless waived by the Board prior to solicitation, which cannot be withdrawn for a period of 30 days subsequent to the date of the bid opening, notice of which shall be incorporated in all requests for bids. As used herein, the term bond shall include cashier or certified checks payable to the County. All such checks shall be held by the Finance department for safekeeping immediately upon acceptance of the bid (but not deposited). The Finance department is hereby authorized to return each bond to the submitting party, as soon as practicable, upon written request to the Finance department, but only after a bid and contract have been awarded and executed between the County and the successful bidder for a particular project, or in the event that all bids have been rejected by the Board, or in the event the time provided that the bid shall remain in effect shall have expired and the bid submitter requests its return in writing.

(1) Vendors bidding on SHIP rehabilitation projects are exempt from the bid bond requirements delineated in 8(I) above or as may be otherwise stated elsewhere in this policy document.

(2) Vendors bidding on commodities price contracts, or any other type of contract that does not commit the Board to an actual exchange transaction (purchase) but rather seeks only a fixed unit price commitment from a vendor in the event a future purchase decision is made, shall be exempt from the bid bond requirements delineated in 8(I) above or as may be otherwise stated elsewhere in this policy document.

(J) **Bid Addenda:** All addenda distributed subsequent to the initial distribution of specifications shall be sent by certified mail/return receipt requested, said return receipt to be returned to the Purchasing department identified by bid number. Prior to mailing, a copy of each addendum shall be received by the Purchasing department, provided that no addendum shall be mailed later than five (5) working days prior to the scheduled bid opening date.

(K) **Bid Tabulation Form:** The bid Tabulation Form used at bid openings shall include a place thereon for three witnesses to sign. This procedure will eliminate the need for signing each individual bid at the time of opening, thus requiring the three witnesses to sign only once for each bid number submitted.

(L) **Authority to Delay Bid Openings:** The County Manager is hereby authorized, without seeking prior approval of the Board in any particular case, to order a delay of any bid opening from its scheduled date and time to a time certain on the agenda of the next regularly scheduled meeting of the Board, or such special meeting called for such purpose. The delay may be ordered at any time prior to the time of the scheduled opening, provided that such order be in writing, addressed and delivered to the Purchasing department with a copy delivered to the County Manager, and that copies thereof be mailed by certified mail, return receipt requested to all responding bidders as soon thereafter as is reasonably practicable. Upon receipt of the order, the Purchasing department shall immediately record the date and time thereof. The Purchasing department shall continue to accept sealed bids up until the applicable deadline. At the date and time originally scheduled for the bid opening, the Purchasing department shall announce the delay order to all in attendance and shall continue to maintain in its custody all properly submitted sealed bids until further order of the Board. At the time certain scheduled before the Board, the County Manager shall present his reason or reasons for the delay order and his recommendation for disposition of bids submitted. The Board may order the bids to be opened then and there, or at some other time and date certain; it may cancel the bid and order the return of all bids unopened; it may order a further delay of the bid opening; or it may make any other order appropriate to the circumstances. If the bids are ultimately opened, they shall be reviewed as provided elsewhere herein. If a delay occurs as provided herein, then the 30 day withdrawal period as provided in 8(I) shall commence upon the date of the actual bid opening, provided such date is not more than 60 days subsequent to the originally scheduled date. No delay shall be ordered beyond such 60 day period, unless the parties submitting timely bids consent to such delay in writing. In no event is the County Manager authorized to extend the deadline for bid submittals for any particular project, only the bid opening date.

(M) **Contractor's Insurance Requirement:**

1. Any Contractor submitting a bid for any public works project must include, within its initial bid response, proof of the following insurance, in effect continuously from the date of submittal through the 60 days subsequent to the scheduled bid opening date:

a. Commercial General Liability

1. General Aggregate	\$1,000,000
2. Products and Completed Operations Aggregate	\$1,000,000
3. Personal and Advertising Injury	\$1,000,000
4. Each Occurrence	\$1,000,000
5. Fire Damage (any one fire)	\$ 50,000
6. Medical Expense (any one person)	\$ 5,000

b. Automobile Liability

1. Any automobile-Combined bodily injury/property damage, \$1,000,000 with minimum limits for all additional coverage as required by Florida law

- c. Workers Compensation/Employers Liability
 - 1. Workers Compensation statutory limits
 - 2. Employers Liability
 - a. Each Accident \$ 100,000
 - b. Disease-Policy \$ 500,000
 - c. Disease-Each Employee \$ 100,000
- d. Professional Liability
 - 1. When required by contract-per occurrence \$1,000,000

2. Upon being awarded the bid, the contractor must provide proof that such insurance will be in effect from the date of commencement of the project. The contractor will maintain insurance coverage at the above-prescribed levels through the date of completion of the project and that coverage will include all independent contractors and subcontractors. Either prior to or simultaneously with the execution of the contract, the successful bidder must deliver certificates of insurance for the required insurance coverages to the County naming “Clay County, a political subdivision of the State of Florida; The Board of County Commissioners, Clay County, Florida; and all public agencies of Clay County, as their interests may appear” as “Additional Insureds.” Said certificates of insurance shall also include a thirty day prior written notice of cancellation, modification or non-renewal to be provided to the County.

3. The Board reserves the right to waive, raise or lower the minimum coverages required for particular projects prior to bid solicitation by affirmative action. The Board will not waive any defects in a bid submittal pertaining to matters under this subsection.

(N) Bid Awards and Protests:

1. Both the **INSTRUCTIONS** and the **PUBLISHED NOTICE** for every sealed bid solicitation shall include conspicuously the following statements:

FOLLOWING THE BID OPENING AND TABULATION, A “NOTICE OF INTENT TO AWARD BID” OR A “NOTICE OF REJECTION OF ALL BIDS” WILL BE POSTED ON THE INTERNET AT: [insert bid notice web address¹]. THIS WEBPAGE CAN ALSO BE ACCESSED FROM THE HOMEPAGE OF THE COUNTY’S WEBSITE AT: [insert County’s homepage address²] BY [insert suitable directions³]. NO OTHER NOTICE WILL BE POSTED.

¹ As of the date on which this Purchasing Policy was adopted, the bid notice web address was: <http://www.claycountygov.com/departments/purchasing-division/bcc-bid-tabs-current-bids-intent-bids-rejection-bids>

² As of the date on which this Purchasing Policy was adopted, the County’s homepage address was: <http://www.claycountygov.com/>.

³ As of the date on which this Purchasing Policy was adopted, suitable directions would be: “FOLLOWING THE “Notice of Intent Bids” LINK UNDER THE “Business” ROLLOVER BUTTON”.

PROSPECTIVE BIDDERS ARE NOTIFIED THAT THE FAILURE TO INCLUDE WITHIN THE SEALED BID ENVELOPE A PROPER BID BOND OR OTHER SECURITY APPROVED UNDER THE COUNTY'S PURCHASING POLICY, IF REQUIRED FOR THIS SOLICITATION, OR THE FAILURE TO FILE A WRITTEN NOTICE OF PROTEST AND TO FILE A WRITTEN PETITION INITIATING A FORMAL PROTEST PROCEEDING WITHIN THE TIMES AND IN THE MANNER PRESCRIBED IN SECTION 8.N. OF SAID POLICY, SHALL CONSTITUTE A WAIVER OF THE RIGHT TO PROTEST THE BID SOLICITATION, ANY ADDENDUM THERETO, OR THE BID DECISION, AS APPLICABLE, AND TO INITIATE A FORMAL PROTEST PROCEEDING UNDER SAID POLICY. THE COUNTY'S PURCHASING POLICY CAN BE VIEWED AT THE COUNTY'S WEBSITE BY FOLLOWING THE APPROPRIATE LINKS FROM THE HOMEPAGE ADDRESS SET FORTH ABOVE.

IF A PROSPECTIVE BIDDER IS IN DOUBT WHETHER THIS SOLICITATION REQUIRES A BID BOND, SUCH PROSPECTIVE BIDDER IS SOLELY RESPONSIBLE FOR MAKING APPROPRIATE INQUIRY.

2. Unless otherwise expressly directed by the Board in its decision on a bid award, immediately following such decision the County Manager shall cause a "Notice of Intent to Award Bid" or a "Notice of Rejection of All Bids" to be posted on the County's website, with the time and date of posting appearing thereon. Notice shall not be posted elsewhere. The notice shall be posted in portable document format or other secure format.
3. The failure on the part of a prospective bidder to include within the sealed bid envelope a proper bid bond or other security approved under this policy, if required for the particular bid solicitation, or the failure by a prospective bidder to file a written notice of protest and to file a written petition initiating a formal protest proceeding within the times and in the manner prescribed in this section shall constitute a waiver of the prospective bidder's right to protest the bid solicitation, any addendum thereto, the Board's bid decision, as applicable, and to initiate a formal protest proceeding hereunder.
4. A prospective bidder is solely responsible for determining whether a particular bid solicitation requires a bid bond, and for resolving any doubt by making appropriate inquiry.
5. The County Manager shall cause a copy of this policy to be posted on the County's website in portable document format or other secure format. The County Manager shall cause to be established conspicuous and easy-to-follow links to the policy from the homepage.
6. Any person who is adversely affected by a bid solicitation, by any addendum thereto, or by a bid decision may file with the County Manager a written notice of protest no later than 4:30 p.m. on the third business day immediately following the date notice is published, with respect to a bid solicitation; no later than 4:30 p.m. on the third business day immediately following the date of issuance, with respect to a bid addendum; and within 72 hours after the posting of the notice, exclusive of hours occurring during days that are other than business days, with respect to a bid decision.

7. A formal protest proceeding shall be deemed commenced upon the timely filing of a written petition initiating the same. A written petition initiating a formal protest proceeding must be filed with the County Manager no later than 4:30 p.m. on the tenth calendar day immediately following the date on which the written notice of protest was filed; provided, if the tenth calendar day is not a business day, then the petition must be filed no later than 4:30 p.m. on the first business day immediately following said tenth calendar day. The petition must set forth with particularity the facts and law upon which the protest is based. The petition must conform substantially with the requirements for petitions set forth in Rule 28-106.201, Florida Administrative Code. References in this section to a petition shall mean a written petition initiating a formal protest proceeding filed in accordance with this subsection.

8. Any protest of a bid solicitation or bid addendum shall pertain exclusively to the terms, conditions, and specifications contained in a bid solicitation or bid addendum, including any provisions governing the methods for ranking bids, proposals, or replies, awarding contracts, reserving rights of further negotiation, or modifying or amending any contract.

9. Upon receipt of a formal written notice of protest that has been timely filed, the County Manager shall suspend the bid solicitation or bid award process until the subject of the protest is resolved by final action as specified in this section, unless the County Manager sets forth in writing particular facts and circumstances which require the continuance of the solicitation or award process without delay in order to avoid an immediate and serious danger to the public health, safety, or welfare. Such suspension shall be lifted immediately in the event the protesting party shall have failed to timely file a petition.

10. Intervenors shall be permitted to participate in the formal protest proceeding in accordance with the procedures governing intervenor practice set forth in Rule Chapter 28-106, Florida Administrative Code, and shall be subject to all limitations provided therein applicable to intervenors.

11. In his or her discretion, the County Manager may provide an opportunity to resolve the protest by mutual agreement between the County Manager and the protesting party within 7 calendar days after receipt of a timely petition. Such agreement must be reduced to writing, signed by the County Manager and the protesting party or such party's authorized agent, and submitted to the Board at the earliest opportunity. The agreement shall not be deemed effective unless ratified by the Board. If the Board shall fail to ratify the agreement, then the protest shall proceed to resolution as hereinafter provided.

12. Within 10 business days following the timely filing of a petition, or, if the Board shall have considered but failed to ratify an agreement submitted to it under subsection 11, then within 10 business days thereafter, a hearing shall be conducted pursuant to subsection 13 before a hearing officer, who shall be the County Manager or his or her designee. The County Manager may designate any department head as the hearing officer; provided, a department head who is substantially involved in or connected with the bid solicitation or bid award process shall be deemed disqualified from serving as the hearing officer, unless such involvement or connection is purely ministerial in nature.

13. All hearings shall be conducted pursuant to written notice to the protesting party, the County Attorney's Office and all intervenors by the hearing officer specifying the time, date and place of the hearing. Particular rules and procedures governing each such hearing are as follows:

a. The audio thereof shall be recorded electronically.

b. Prior to the hearing only, motion practice may be permitted by the hearing officer in his or her discretion in accordance with the rules governing the same set forth in Rule Chapter 28-106, Florida Administrative Code. All motions shall be ruled upon prior to or at the start of the hearing, except that rulings on motions in limine may be deferred to an appropriate time during or after the hearing.

c. Prior to the hearing, the protesting party, the County and all intervenors must confer and endeavor to stipulate to as many relevant and undisputed facts upon which the decision is to be based as may be practicable. Such stipulation must also identify those issues of material fact, if any, that remain in dispute. The stipulation must be reduced to a writing signed by or on behalf of the protesting party, the County and all intervenors, and be submitted to the hearing officer at least two business days prior to the hearing. The stipulation may include an appendix comprising documents that shall be deemed admitted and considered as evidence for purposes of the hearing, or referring to tangible items deemed admitted and considered as evidence for purposes of the hearing, which items shall either be presented at the hearing or, if such presentation is impractical, submitted to the hearing officer by graphic, descriptive, representational, photographic, videotape or similar medium properly depicting or characterizing the items.

d. The protesting party and all intervenors shall have the right to appear before the hearing officer at the hearing in proper person or through counsel and, as to those issues of material fact, if any, that remain in dispute, as identified in the stipulation, to present relevant testimonial, documentary and tangible evidence, and to be heard on the substantive issues bearing on the protest. The County shall be deemed a party to the proceeding, and the County Attorney or any assistant county attorney may participate in the protest proceeding, appear before the hearing officer, present evidence and be heard on behalf of the County.

e. All witnesses shall be placed under oath by the hearing officer prior to testifying, and shall be subject to cross-examination by any hearing participant.

f. Hearsay evidence shall be admissible unless the hearing officer shall determine the same to be redundant, unreliable or prejudicial.

g. At the hearing any hearing participant may offer appropriate argument and summation, and submit a written brief and a proposed order, but only after the conclusion of the evidentiary portion of the hearing, if any.

h. Immediately following the hearing, the County Manager shall cause a written transcript of all testimonial evidence introduced at the hearing to be prepared expeditiously based upon the audio recording, and shall provide copies of the same to all of the hearing participants.

i. Within 7 business days following the hearing, the hearing officer shall submit a recommended order to the County Manager and serve copies on all hearing participants; provided, if the County Manager is the hearing officer, then within 7 business days following the hearing, the County Manager shall issue a recommended order and serve copies on all hearing participants. The recommended order shall contain findings of fact and, based upon such facts, a disposition of the protest; provided, no finding of fact may be predicated solely upon the basis of hearsay.

j. The recommended order shall thereafter be submitted to the Board along with the transcript of the hearing testimony and the entire written and tangible record of the protest proceedings at the earliest opportunity to be considered at a time certain, with notice thereof served upon the hearing participants. Each of the hearing participants shall be allowed 3 minutes to address the Board regarding the recommended order, unless the Chairman in his or her discretion shall allow additional time. If a hearing participant intends to challenge any finding of fact in a recommended order that was based upon testimonial evidence, such participant shall be allowed 2 additional minutes for such purpose, and may direct the attention of the Board members to any portion of the transcript relevant to the challenge. The other hearing participants shall each have the right to offer argument in rebuttal to the challenge, and to direct the attention of the Board members to any portion of the transcript relevant to the rebuttal. No testimony or other evidence beyond the record and the transcript shall be presented to the Board. Thereafter the Board shall render its decision on the protest. In so doing the Board shall be bound by the findings of fact in the recommended order that are based upon testimonial evidence, except those for which it upholds a challenge. A challenge shall be upheld only if the finding of fact is not supported by competent, substantial evidence in the record or in the transcript. Otherwise, the Board shall not be bound by any of the provisions of the recommended order. The decision of the Board shall be reduced to a written order signed by the Chairman, and shall constitute final action of the County on the protest.

k. The date, type and substance of all ex parte communications between any Board member and a hearing participant, including counsel therefor or any agent thereof, and between any Board member and third party, must be publicly disclosed by the Board member prior to the rendering of the Board's decision. All such communications that are written or received electronically must be filed for the record, and copies thereof provided to each Board member and hearing participant.

14. All proceedings before the hearing officer shall be informal, and customary rules of evidence shall be relaxed. In all respects both the hearing officer and the Board shall observe the requirements of procedural and substantive due process that are the minimum necessary for accomplishing a fair, just and expeditious resolution of the protest.

15. Ex parte communications between a hearing participant and the hearing officer are forbidden. The hearing officer may take such steps as he or she may deem just and appropriate to prevent or sanction attempted ex parte communications, including promptly disclosing the attempted communication, or requiring the offending hearing participant to disclose promptly the attempted communication, to the other hearing participants. Where necessary, the hearing officer may recuse himself or herself, and the subsequently designated hearing officer may order the offending participant to pay for all or any portion of the costs incurred by the County and any other hearing participant strictly as a consequence of the ex parte communication or attempted ex parte communication, else be excluded from further participation. Neither the County Attorney nor any assistant county attorney shall be subject to this subsection or prohibited from engaging in ex parte communications with the hearing officer.

16. The purpose of this policy is to promote fairness and public confidence in the competitive bidding process. To further such end, and except as otherwise specifically provided herein, the substantive law governing the resolution of bid protests found in the decisions of the Florida appellate courts, as well as any statutes or agency rules that may be applicable to the particular bid solicitation, shall guide the hearing officer and the Board in rendering a decision on a bid protest under this section. The significant principles of law governing the bid protest and the resolution thereof, which shall prevail to the extent not otherwise in conflict with any governing statutes or agency rules, are as follows:

a. The burden is on the party protesting the award of the bid to establish a ground for invalidating the award.

b. The standard of proof for the protest proceeding shall be whether the proposed award was clearly erroneous, contrary to competition, arbitrary, or capricious.

c. The proposed award shall be deemed arbitrary or capricious if it is contrary in a material way to any governing statutes, the County's rules or policies, or the bid or proposal instructions or specifications.

d. The scope of the inquiry is limited initially to whether the proposed award is improper under the foregoing standard of proof. If and only if the hearing officer first determines on the basis of competent and substantial evidence that the proposed award is improper, then the hearing officer may recommend, in accordance with the law and this policy, an alternate disposition for the proposed award. Such disposition may include, but shall not be limited to, rejecting all bids, or awarding all or a portion of the bid to the protesting party.

e. A bid protest proceeding may not serve as a vehicle for the Board to revisit the proposed award absent a determination of impropriety as set forth above.

17. By written agreement amongst the protesting party, the County, and all then-existing intervenors, any provision of this section pertaining to the procedures for resolving a protest for which a petition has been timely filed may be modified or waived so long as such modification

or waiver shall not hinder or thwart the proper and expeditious resolution of the protest, or otherwise operate to undermine the salutary purposes of competitive, public bidding.

18. Only to the extent necessary to avoid a miscarriage of justice or to prevent a manifest violation of a hearing participant's procedural or substantive due process rights, a hearing officer may modify or suspend the applicability of any of the provisions or requirements of this section in the course of conducting a protest proceeding hereunder; provided, a hearing officer may not modify or suspend any of the provisions or requirements of subsections 3, 4, 6, 7, 8, 16, 20, 21 and 22 hereof.

19. Except and to the extent specifically provided in this section, and except and to the extent otherwise specified provided by written agreement amongst the protesting party, the County, and all then-existing intervenors, no provisions of Rule Chapter 28-106, Florida Administrative Code, shall be deemed applicable to the resolution of protests under this section.

20. For purposes of this section, the filing with the County Manager of a written notice of protest or of a written petition initiating a formal protest proceeding shall be deemed accomplished only when the original written notice or original written petition has been physically received by the County Manager or his or her designee. A notice or petition shall be deemed original only if it bears the original signature of the protesting party or such party's authorized agent. No notice or petition may be filed by facsimile transmission or by e-mail, and any notice or petition received in such manner shall be deemed unfiled and ineffective. The use of an overnight delivery service or of the United States Postal Service to file a notice or petition shall be entirely at the risk of the person submitting the same, and any such notice or petition so received after the applicable deadline shall be deemed untimely.

21. For purposes of this section, a business day shall mean any 24-hour day that is not a Saturday, a Sunday, or a holiday observed by the County.

22. For purposes of this section, counsel shall mean an attorney who is a member of the Florida Bar in good standing.

23. For purposes of this section, all notices of protest and petitions initiating formal protest proceedings, and all stipulations, briefs, proposed findings of fact, written motions and proposed orders submitted to a hearing officer shall be on white, opaque paper 8 ½ by 11 inches in size. The pages of all such documents shall have margins on all sides of not less than 1 inch; shall be in Times New Roman or Courier New font no smaller than 12 in size, including footnotes and endnotes; shall have standard double-spacing between lines, excluding quotations, footnotes and endnotes; and shall be numbered at the bottom. All quotations shall be indented. Briefs shall not exceed 15 pages in length, and may not include any appendices. A digital copy of all written stipulations, briefs, proposed findings of fact, written motions and proposed orders submitted to the hearing officer must be simultaneously provided to the hearing officer in Word format, version 2000 or later, on compact disc or 3 ½" diskette.

24. For purposes of this section, a hearing participant shall mean and include the protesting party, the County and any intervenor.

25. This section shall be construed and implemented so as to secure the just, speedy, and inexpensive resolution of bid protests.

(O) **UTILITY RELOCATION AGREEMENTS:** Prior to soliciting bids for right of way improvements and other public works projects that require the removal or relocation of utilities, agreements with the affected utilities must be entered into providing for the terms, scheduling and conditions of such relocation and removal. The County Manager may develop and maintain such form of agreement as may be appropriate for accomplishing the requirements of this section. (*Resolution No. 09/10-65*)

(P) **NO-CONTACT RULE:** (*Resolution No. 09/10-81*)

1. As used in this section and unless the context clearly requires otherwise, the following terms and phrases shall have the meanings herein ascribed:

a. Contacting shall mean communicating or attempting to communicate by any means, whether orally, telephonically, electronically or in writing.

b. Bidder shall mean any person or entity submitting a response to a bid solicitation, and shall include all owners, shareholders, principals, officers, employees and agents thereof.

c. Bid shall mean any bid, request for proposals and request for qualifications.

d. Solicitation period shall mean the time between the publication of the notice of the bid and the opening of the bid.

e. Evaluation period shall mean the time between the opening of the bid and the award thereof by the Board of County Commissioners.

2. The instructions for all solicitations of bids to be submitted under seal shall include provisions prohibiting bidders from contacting (i) any member of the Board of County Commissioners, the County Manager or any County employee or agent regarding the solicitation in any respect during the solicitation period, and (ii) the County Manager or any County employee or agent regarding the solicitation in any respect during the evaluation period. The violation of this rule shall result in the automatic disqualification of any response to a bid solicitation submitted by the violator, and the foregoing instructions shall so state.

3. The no-contact rule set forth in subsection 2 shall not apply to inquiries submitted to County employees or agents in the manner specifically provided in the bid solicitation package regarding the distribution thereof, or to communications seeking clarification regarding instructions or specifications submitted to County employees or agents in the manner specifically provided in the bid solicitation package, or to pre-bid conferences provided for in the bid solicitation package, or to formal presentations by finalists to the Board of County Commissioners or any committee thereof specifically contemplated in the bid solicitation package.

4. The purpose of the no-contact rule set forth in subsection 2 is to prevent any one bidder from gaining an advantage over other bidders through lobbying or otherwise attempting to influence the procurement decision through discussions or the presentation of information or materials outside of the process contemplated in the bid solicitation package and this purchasing policy, and also to ensure that the dissemination of information from the County entity to bidders regarding the bid solicitation is equal and uniform.

Request for Taxpayer Identification Number and Certification

**Give Form to the
 requester. Do not
 send to the IRS.**

▶ Go to www.irs.gov/FormW9 for instructions and the latest information.

Print or type. See Specific Instructions on page 3.	1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank. Rep Services, Inc.		
	2 Business name/disregarded entity name, if different from above		
	3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes.		4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ <i>(Applies to accounts maintained outside the U.S.)</i>
	<input type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> C Corporation <input checked="" type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate		
	<input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____ Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.		
	<input type="checkbox"/> Other (see instructions) ▶ _____		
	5 Address (number, street, and apt. or suite no.) See instructions. 581 Technology Park, Suite 1009		Requester's name and address (optional)
6 City, state, and ZIP code Lake Mary, FL 32746-7127			
7 List account number(s) here (optional)			

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number									
or									
Employer identification number									
5	9		2	9	7	8	5	0	7

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here	Signature of U.S. person ▶	Date ▶ 1/9/2019
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General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.

By signing the filled-out form, you:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and
4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting*, later, for further information.

Note: If you are a U.S. person and a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien;
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States;
- An estate (other than a foreign estate); or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax under section 1446 on any foreign partners' share of effectively connected taxable income from such business. Further, in certain cases where a Form W-9 has not been received, the rules under section 1446 require a partnership to presume that a partner is a foreign person, and pay the section 1446 withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid section 1446 withholding on your share of partnership income.

In the cases below, the following person must give Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States.

- In the case of a disregarded entity with a U.S. owner, the U.S. owner of the disregarded entity and not the entity;
- In the case of a grantor trust with a U.S. grantor or other U.S. owner, generally, the U.S. grantor or other U.S. owner of the grantor trust and not the trust; and
- In the case of a U.S. trust (other than a grantor trust), the U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

Foreign person. If you are a foreign person or the U.S. branch of a foreign bank that has elected to be treated as a U.S. person, do not use Form W-9. Instead, use the appropriate Form W-8 or Form 8233 (see Pub. 515, *Withholding of Tax on Nonresident Aliens and Foreign Entities*).

Nonresident alien who becomes a resident alien. Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the payee has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items.

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.
2. The treaty article addressing the income.
3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.
4. The type and amount of income that qualifies for the exemption from tax.
5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

Example. Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity, give the requester the appropriate completed Form W-8 or Form 8233.

Backup Withholding

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS 24% of such payments. This is called "backup withholding." Payments that may be subject to backup withholding include interest, tax-exempt interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, payments made in settlement of payment card and third party network transactions, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

Payments you receive will be subject to backup withholding if:

1. You do not furnish your TIN to the requester,
2. You do not certify your TIN when required (see the instructions for Part II for details),
3. The IRS tells the requester that you furnished an incorrect TIN,
4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or
5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See *Exempt payee code*, later, and the separate Instructions for the Requester of Form W-9 for more information.

Also see *Special rules for partnerships*, earlier.

What is FATCA Reporting?

The Foreign Account Tax Compliance Act (FATCA) requires a participating foreign financial institution to report all United States account holders that are specified United States persons. Certain payees are exempt from FATCA reporting. See *Exemption from FATCA reporting code*, later, and the Instructions for the Requester of Form W-9 for more information.

Updating Your Information

You must provide updated information to any person to whom you claimed to be an exempt payee if you are no longer an exempt payee and anticipate receiving reportable payments in the future from this person. For example, you may need to provide updated information if you are a C corporation that elects to be an S corporation, or if you no longer are tax exempt. In addition, you must furnish a new Form W-9 if the name or TIN changes for the account; for example, if the grantor of a grantor trust dies.

Penalties

Failure to furnish TIN. If you fail to furnish your correct TIN to a requester, you are subject to a penalty of \$50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

Civil penalty for false information with respect to withholding. If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a \$500 penalty.

Criminal penalty for falsifying information. Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

Misuse of TINs. If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

Specific Instructions

Line 1

You must enter one of the following on this line; **do not** leave this line blank. The name should match the name on your tax return.

If this Form W-9 is for a joint account (other than an account maintained by a foreign financial institution (FFI)), list first, and then circle, the name of the person or entity whose number you entered in Part I of Form W-9. If you are providing Form W-9 to an FFI to document a joint account, each holder of the account that is a U.S. person must provide a Form W-9.

a. Individual. Generally, enter the name shown on your tax return. If you have changed your last name without informing the Social Security Administration (SSA) of the name change, enter your first name, the last name as shown on your social security card, and your new last name.

Note: ITIN applicant: Enter your individual name as it was entered on your Form W-7 application, line 1a. This should also be the same as the name you entered on the Form 1040/1040A/1040EZ you filed with your application.

b. Sole proprietor or single-member LLC. Enter your individual name as shown on your 1040/1040A/1040EZ on line 1. You may enter your business, trade, or "doing business as" (DBA) name on line 2.

c. Partnership, LLC that is not a single-member LLC, C corporation, or S corporation. Enter the entity's name as shown on the entity's tax return on line 1 and any business, trade, or DBA name on line 2.

d. Other entities. Enter your name as shown on required U.S. federal tax documents on line 1. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on line 2.

e. Disregarded entity. For U.S. federal tax purposes, an entity that is disregarded as an entity separate from its owner is treated as a "disregarded entity." See Regulations section 301.7701-2(c)(2)(iii). Enter the owner's name on line 1. The name of the entity entered on line 1 should never be a disregarded entity. The name on line 1 should be the name shown on the income tax return on which the income should be reported. For example, if a foreign LLC that is treated as a disregarded entity for U.S. federal tax purposes has a single owner that is a U.S. person, the U.S. owner's name is required to be provided on line 1. If the direct owner of the entity is also a disregarded entity, enter the first owner that is not disregarded for federal tax purposes. Enter the disregarded entity's name on line 2, "Business name/disregarded entity name." If the owner of the disregarded entity is a foreign person, the owner must complete an appropriate Form W-8 instead of a Form W-9. This is the case even if the foreign person has a U.S. TIN.

Line 2

If you have a business name, trade name, DBA name, or disregarded entity name, you may enter it on line 2.

Line 3

Check the appropriate box on line 3 for the U.S. federal tax classification of the person whose name is entered on line 1. Check only one box on line 3.

IF the entity/person on line 1 is a(n) . . .	THEN check the box for . . .
• Corporation	Corporation
• Individual • Sole proprietorship, or • Single-member limited liability company (LLC) owned by an individual and disregarded for U.S. federal tax purposes.	Individual/sole proprietor or single-member LLC
• LLC treated as a partnership for U.S. federal tax purposes, • LLC that has filed Form 8832 or 2553 to be taxed as a corporation, or • LLC that is disregarded as an entity separate from its owner but the owner is another LLC that is not disregarded for U.S. federal tax purposes.	Limited liability company and enter the appropriate tax classification. (P= Partnership; C= C corporation; or S= S corporation)
• Partnership	Partnership
• Trust/estate	Trust/estate

Line 4, Exemptions

If you are exempt from backup withholding and/or FATCA reporting, enter in the appropriate space on line 4 any code(s) that may apply to you.

Exempt payee code.

- Generally, individuals (including sole proprietors) are not exempt from backup withholding.
- Except as provided below, corporations are exempt from backup withholding for certain payments, including interest and dividends.
- Corporations are not exempt from backup withholding for payments made in settlement of payment card or third party network transactions.
- Corporations are not exempt from backup withholding with respect to attorneys' fees or gross proceeds paid to attorneys, and corporations that provide medical or health care services are not exempt with respect to payments reportable on Form 1099-MISC.

The following codes identify payees that are exempt from backup withholding. Enter the appropriate code in the space in line 4.

- 1—An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2)
- 2—The United States or any of its agencies or instrumentalities
- 3—A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities
- 4—A foreign government or any of its political subdivisions, agencies, or instrumentalities
- 5—A corporation
- 6—A dealer in securities or commodities required to register in the United States, the District of Columbia, or a U.S. commonwealth or possession
- 7—A futures commission merchant registered with the Commodity Futures Trading Commission
- 8—A real estate investment trust
- 9—An entity registered at all times during the tax year under the Investment Company Act of 1940
- 10—A common trust fund operated by a bank under section 584(a)
- 11—A financial institution
- 12—A middleman known in the investment community as a nominee or custodian
- 13—A trust exempt from tax under section 664 or described in section 4947

The following chart shows types of payments that may be exempt from backup withholding. The chart applies to the exempt payees listed above, 1 through 13.

IF the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt payees except for 7
Broker transactions	Exempt payees 1 through 4 and 6 through 11 and all C corporations. S corporations must not enter an exempt payee code because they are exempt only for sales of noncovered securities acquired prior to 2012.
Barter exchange transactions and patronage dividends	Exempt payees 1 through 4
Payments over \$600 required to be reported and direct sales over \$5,000 ¹	Generally, exempt payees 1 through 5 ²
Payments made in settlement of payment card or third party network transactions	Exempt payees 1 through 4

¹ See Form 1099-MISC, Miscellaneous Income, and its instructions.

² However, the following payments made to a corporation and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees, gross proceeds paid to an attorney reportable under section 6045(f), and payments for services paid by a federal executive agency.

Exemption from FATCA reporting code. The following codes identify payees that are exempt from reporting under FATCA. These codes apply to persons submitting this form for accounts maintained outside of the United States by certain foreign financial institutions. Therefore, if you are only submitting this form for an account you hold in the United States, you may leave this field blank. Consult with the person requesting this form if you are uncertain if the financial institution is subject to these requirements. A requester may indicate that a code is not required by providing you with a Form W-9 with "Not Applicable" (or any similar indication) written or printed on the line for a FATCA exemption code.

A—An organization exempt from tax under section 501(a) or any individual retirement plan as defined in section 7701(a)(37)

B—The United States or any of its agencies or instrumentalities

C—A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities

D—A corporation the stock of which is regularly traded on one or more established securities markets, as described in Regulations section 1.1472-1(c)(1)(i)

E—A corporation that is a member of the same expanded affiliated group as a corporation described in Regulations section 1.1472-1(c)(1)(i)

F—A dealer in securities, commodities, or derivative financial instruments (including notional principal contracts, futures, forwards, and options) that is registered as such under the laws of the United States or any state

G—A real estate investment trust

H—A regulated investment company as defined in section 851 or an entity registered at all times during the tax year under the Investment Company Act of 1940

I—A common trust fund as defined in section 584(a)

J—A bank as defined in section 581

K—A broker

L—A trust exempt from tax under section 664 or described in section 4947(a)(1)

M—A tax exempt trust under a section 403(b) plan or section 457(g) plan

Note: You may wish to consult with the financial institution requesting this form to determine whether the FATCA code and/or exempt payee code should be completed.

Line 5

Enter your address (number, street, and apartment or suite number). This is where the requester of this Form W-9 will mail your information returns. If this address differs from the one the requester already has on file, write NEW at the top. If a new address is provided, there is still a chance the old address will be used until the payor changes your address in their records.

Line 6

Enter your city, state, and ZIP code.

Part I. Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN.

If you are a single-member LLC that is disregarded as an entity separate from its owner, enter the owner's SSN (or EIN, if the owner has one). Do not enter the disregarded entity's EIN. If the LLC is classified as a corporation or partnership, enter the entity's EIN.

Note: See *What Name and Number To Give the Requester*, later, for further clarification of name and TIN combinations.

How to get a TIN. If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local SSA office or get this form online at www.SSA.gov. You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at www.irs.gov/Businesses and clicking on Employer Identification Number (EIN) under Starting a Business. Go to www.irs.gov/Forms to view, download, or print Form W-7 and/or Form SS-4. Or, you can go to www.irs.gov/OrderForms to place an order and have Form W-7 and/or SS-4 mailed to you within 10 business days.

If you are asked to complete Form W-9 but do not have a TIN, apply for a TIN and write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

Note: Entering "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

Caution: A disregarded U.S. entity that has a foreign owner must use the appropriate Form W-8.

Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if item 1, 4, or 5 below indicates otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). In the case of a disregarded entity, the person identified on line 1 must sign. Exempt payees, see *Exempt payee code*, earlier.

Signature requirements. Complete the certification as indicated in items 1 through 5 below.

1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983. You must give your correct TIN, but you do not have to sign the certification.

2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983. You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

3. Real estate transactions. You must sign the certification. You may cross out item 2 of the certification.

4. Other payments. You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments made in settlement of payment card and third party network transactions, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), ABLÉ accounts (under section 529A), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions. You must give your correct TIN, but you do not have to sign the certification.

What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account) other than an account maintained by an FFI	The actual owner of the account or, if combined funds, the first individual on the account ¹
3. Two or more U.S. persons (joint account maintained by an FFI)	Each holder of the account
4. Custodial account of a minor (Uniform Gift to Minors Act)	The minor ²
5. a. The usual revocable savings trust (grantor is also trustee) b. So-called trust account that is not a legal or valid trust under state law	The grantor-trustee ¹ The actual owner ¹
6. Sole proprietorship or disregarded entity owned by an individual	The owner ³
7. Grantor trust filing under Optional Form 1099 Filing Method 1 (see Regulations section 1.671-4(b)(2)(i)(A))	The grantor ⁴
For this type of account:	Give name and EIN of:
8. Disregarded entity not owned by an individual	The owner
9. A valid trust, estate, or pension trust	Legal entity ⁴
10. Corporation or LLC electing corporate status on Form 8832 or Form 2553	The corporation
11. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
12. Partnership or multi-member LLC	The partnership
13. A broker or registered nominee	The broker or nominee

For this type of account:	Give name and EIN of:
14. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity
15. Grantor trust filing under the Form 1041 Filing Method or the Optional Form 1099 Filing Method 2 (see Regulations section 1.671-4(b)(2)(i)(B))	The trust

¹ List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

² Circle the minor's name and furnish the minor's SSN.

³ You must show your individual name and you may also enter your business or DBA name on the "Business name/disregarded entity" name line. You may use either your SSN or EIN (if you have one), but the IRS encourages you to use your SSN.

⁴ List first and circle the name of the trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.) Also see *Special rules for partnerships*, earlier.

*Note: The grantor also must provide a Form W-9 to trustee of trust.

Note: If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

Secure Your Tax Records From Identity Theft

Identity theft occurs when someone uses your personal information such as your name, SSN, or other identifying information, without your permission, to commit fraud or other crimes. An identity thief may use your SSN to get a job or may file a tax return using your SSN to receive a refund.

To reduce your risk:

- Protect your SSN,
- Ensure your employer is protecting your SSN, and
- Be careful when choosing a tax preparer.

If your tax records are affected by identity theft and you receive a notice from the IRS, respond right away to the name and phone number printed on the IRS notice or letter.

If your tax records are not currently affected by identity theft but you think you are at risk due to a lost or stolen purse or wallet, questionable credit card activity or credit report, contact the IRS Identity Theft Hotline at 1-800-908-4490 or submit Form 14039.

For more information, see Pub. 5027, Identity Theft Information for Taxpayers.

Victims of identity theft who are experiencing economic harm or a systemic problem, or are seeking help in resolving tax problems that have not been resolved through normal channels, may be eligible for Taxpayer Advocate Service (TAS) assistance. You can reach TAS by calling the TAS toll-free case intake line at 1-877-777-4778 or TTY/TDD 1-800-829-4059.

Protect yourself from suspicious emails or phishing schemes. Phishing is the creation and use of email and websites designed to mimic legitimate business emails and websites. The most common act is sending an email to a user falsely claiming to be an established legitimate enterprise in an attempt to scam the user into surrendering private information that will be used for identity theft.

The IRS does not initiate contacts with taxpayers via emails. Also, the IRS does not request personal detailed information through email or ask taxpayers for the PIN numbers, passwords, or similar secret access information for their credit card, bank, or other financial accounts.

If you receive an unsolicited email claiming to be from the IRS, forward this message to phishing@irs.gov. You may also report misuse of the IRS name, logo, or other IRS property to the Treasury Inspector General for Tax Administration (TIGTA) at 1-800-366-4484. You can forward suspicious emails to the Federal Trade Commission at spam@uce.gov or report them at www.ftc.gov/complaint. You can contact the FTC at www.ftc.gov/idtheft or 877-IDTHEFT (877-438-4338). If you have been the victim of identity theft, see www.IdentityTheft.gov and Pub. 5027.

Visit www.irs.gov/IdentityTheft to learn more about identity theft and how to reduce your risk.

Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons (including federal agencies) who are required to file information returns with the IRS to report interest, dividends, or certain other income paid to you; mortgage interest you paid; the acquisition or abandonment of secured property; the cancellation of debt; or contributions you made to an IRA, Archer MSA, or HSA. The person collecting this form uses the information on the form to file information returns with the IRS, reporting the above information. Routine uses of this information include giving it to the Department of Justice for civil and criminal litigation and to cities, states, the District of Columbia, and U.S. commonwealths and possessions for use in administering their laws. The information also may be disclosed to other countries under a treaty, to federal and state agencies to enforce civil and criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism. You must provide your TIN whether or not you are required to file a tax return. Under section 3406, payers must generally withhold a percentage of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to the payer. Certain penalties may also apply for providing false or fraudulent information.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
08/09/2018

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

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

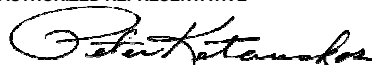
PRODUCER Alexander Insurance Agency 541 S. Orlando Ave., Suite 206 Maitland, FL 32751 Peter Katauskas		407-629-4825	CONTACT NAME: Peter Katauskas PHONE (A/C, No, Ext): 407-629-4825 FAX (A/C, No): 407-629-5407 E-MAIL ADDRESS: pkatauskas@alexfinancial.com														
INSURED Rep Services, Inc. 581 Technology Park #1009 Lake Mary, FL 32746-6239		<table border="1"> <thead> <tr> <th>INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A : Hartford Insurance Co of SE</td> <td>38261</td> </tr> <tr> <td>INSURER B : Hartford Insurance Company</td> <td>22357</td> </tr> <tr> <td>INSURER C : Travelers Indemnity Co of Amer</td> <td>25666</td> </tr> <tr> <td>INSURER D : Evanston Insurance Company</td> <td>35378</td> </tr> <tr> <td>INSURER E : Lloyd's</td> <td></td> </tr> <tr> <td>INSURER F :</td> <td></td> </tr> </tbody> </table>		INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A : Hartford Insurance Co of SE	38261	INSURER B : Hartford Insurance Company	22357	INSURER C : Travelers Indemnity Co of Amer	25666	INSURER D : Evanston Insurance Company	35378	INSURER E : Lloyd's		INSURER F :	
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COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Business Owners GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			21SBABK3355	08/01/2018	08/01/2019	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COM/OP AGG \$ see below \$
B	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			21UECHV0794	08/01/2018	08/01/2019	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
D	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			MKLV3EUL100843	08/01/2018	08/01/2019	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 \$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input checked="" type="checkbox"/> Y <input checked="" type="checkbox"/> N If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	UB-3J747620	08/01/2018	08/01/2019	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
D	Products & C/Ops			3C32545	08/01/2018	08/01/2019	Occ/Agg
E	Errors & Omissions			ANE1939938	04/26/2018	04/26/2019	Claim/Agg
							\$1m/\$2M \$1M/\$1M

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Proj: 2

CERTIFICATE HOLDER CLAYCOB Clay County Board of County Commissioners 477 Houston Street Green Cove Springs, FL 32043	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
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REP SERVICES, INC.

Experts at Play & Outdoor Spaces

Playground Turf (Engineered Wood Fiber)

2019 Price List

Price per cubic yard: \$30.00

Price does not include delivery or installation.

Specifications for Playground Turf
IPEMA Certified to ASTM F1292-04
Head Impact Attenuation Testing
Required for IPEMA Certification

IPEMA Certified to ASTM F 2075-04
Sieve Analysis Testing
Required for IPEMA Certification
Tramp Metal Testing, ASTM 2075/4.6
Required for IPEMA Certification
ADA WHEELCHAIR ACCESSIBILITY
ASTM F1951-99

Tested to 12" of thickness from a 12' fall height
100% Pre-Consumer Recycled Virgin Material
3,000,000 Liability Insurance
Written Quality Assurance Program
Installation Instructions
Installation is not included in price above



REP SERVICES, INC.

Experts at Play & Outdoor Spaces

RFP No.18/19-2

Playground Grass Safety Surfacing Price List

ForeverLawn Extreme:

No Fall Height - \$12.40

6' Critical Fall Height - \$14.80

6' t 8' Critical Fall Height - \$17.15

8' to 10' Critical Fall Height - \$18.70

10' to 12' Critical Fall Height - \$18.70

ForeverLawn Ultra

No Fall Height - \$13.75

6' Critical Fall Height - \$16.20

6' to 8' Critical Fall Height - \$18.50

8' to 10' Critical Fall Height - \$20.15

10' to 12' Critical Fall Height - \$20.15

Robertson Industries (Tot Turf)

No Fall Height - \$12.40

4' Critical Fall Height - \$16.05

6' t 8' Critical Fall Height - \$17.55

8' to 10' Critical Fall Height - \$18.55

10' to 12' Critical Fall Height - \$18.55



REP SERVICES, INC.

Experts at Play & Outdoor Spaces

RFP No.18/19-2

Poured in Place & Bonded Rubber Safety Surfacing Price List

Pricing is based on a minimum of 2000 SF. Areas smaller than 2000 SF are priced individually.

Robertson Recreational Surfaces 50%black/50%standard Color Blend:

4' CFH - \$14.50 per SF

5' CFH - \$15.00 per SF

6' CFH - \$15.00 per SF

8' CFH - \$16.50 per SF

9' CFH - \$16.75 per SF

10' CFH - \$17.25 per SF

12' CFH - \$18.00 per SF

Aliphatic Urethane – additional \$2.85 per SF

100% color – additional \$2.55 per SF

Hanover Specialties. Vitriturf 50%black/50%standard Color Blend:

4' CFH - \$14.50 per SF

5' CFH - \$15.00 per SF

6' CFH - \$15.00 per SF

8' CFH - \$16.50 per SF

9' CFH - \$16.75 per SF

10' CFH - \$17.25 per SF

12' CFH - \$18.00 per SF

Aliphatic Urethane – additional \$2.85 per SF

100% color – additional \$2.55 per SF

No Fault Sports Group 50%black/50%standard Color Blend:

6' CFH - \$16.00 per SF

7' CFH - \$17.00 per SF

8' CFH - \$18.00 per SF

Aliphatic Urethane – additional \$2.85 per SF

100% color – additional \$2.55 per SF



Landscape Structures Inc. ("Manufacturer") warrants that all playstructures and/or equipment sold will conform in kind and in quality to the specifications manual for the products identified in the Acknowledgment of Order and will be free of defects in manufacturing and material. Manufacturer further warrants:

100-Year Limited Warranty On all PlayBooster® and PlayShaper® aluminum posts, stainless steel fasteners, clamps, beams and caps against structural failure due to corrosion/natural deterioration or manufacturing defects, and on PlayBooster steel posts against structural failure due to material or manufacturing defects.

15-Year Limited Warranty On all Evos® and Weevos® steel arches, all plastic components (including TuffTimbers™ edging), all aluminum and steel components not covered above, Mobius® climbers, Rhapsody® Outdoor Musical Instruments, decks and TenderTuff™ coatings (except Wiggle Ladders, Chain Ladders and Swing Chain) against structural failure due to material or manufacturing defects.

10-Year Limited Warranty On concrete products against structural failure due to natural deterioration or manufacturing defects. Does not cover minor chips, hairline cracks or efflorescence.

8-Year Limited Warranty On Aeronet® climbers and climbing cables against defects in materials or manufacturing defects.

5-Year Limited Warranty On Rhapsody® cables and mallets against defects in materials or manufacturing defects.

3-Year Limited Warranty On all other parts, i.e.: Pulse® products, all swing seats and hangers, Mobius climber handholds, Wiggle Ladders, Chain Ladders and ProGuard™ Swing Chain, Track Ride trolleys and bumpers, all rocking equipment including Sway Fun® gliders, belting material, HealthBeat® resistance mechanism, Seesaws, etc., against failure due to corrosion/natural deterioration or manufacturing defects.

The environment near a saltwater coast can be extremely corrosive. Some corrosion and/or deterioration is considered "normal wear" in this environment. Product installed within 500 yards (457 meters) of a saltwater shoreline will only be covered for half the period of the standard product warranty, up to a maximum of five years, for defects caused by corrosion. Products installed in direct contact with saltwater or that are subjected to salt spray are not covered by the standard warranty for any defects caused by corrosion.

This warranty does not include any cosmetic issues or wear and tear from normal use of the product, or misuse or abuse of the product. It is valid only if the playstructures and/or equipment are erected to conform with Landscape Structures' installation instructions and maintained according to the maintenance procedures furnished by Landscape Structures Inc.



2019 Play Equipment Warranty

You have our word.

All the warranties commence on date of Manufacturer's invoice. Should any failure to conform to the above express warranties appear within the applicable warranty period, Manufacturer shall, upon being notified in writing promptly after discovery of the defect and within the applicable warranty period, correct such nonconformity either by repairing any defective part or parts, or by making available a replacement part within 60 days of written notification. Manufacturer shall deliver the repaired or replacement part or parts to the site free of charge, but will not be responsible for providing labor or the cost of labor for the removal of the defective part or parts, the installation of any replacement part or parts or for disposal costs of any part or parts. Replacement parts will be warranted for the balance of the original warranty.

THIS WARRANTY IS EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES, WHETHER EXPRESSED OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY WARRANTY OF MERCHANTABILITY OR OF FITNESS FOR A PARTICULAR PURPOSE.

The remedies hereby provided shall be the exclusive and sole remedies of the purchaser. Manufacturer shall not be liable for any direct, indirect, special, incidental or consequential damages.

Manufacturer neither assumes nor authorizes any employee, representative or any other person to assume for Manufacturer any other liability in connection with the sale or use of the structures sold, and there are no oral agreements or warranties collateral to or affecting this agreement. The warranties stated above are valid only if the structures and/or equipment are erected in conformance with Landscape Structures' installation instructions and maintained according to the maintenance procedures furnished by Landscape Structures Inc.; have been subjected to normal use for the purpose for which the goods were designed; have not been exposed to saltwater or salt spray; have not been subject to misuse, negligence, vandalism, or accident; have not been subjected to addition or substitution of parts; and have not been modified, altered, or repaired by persons other than Manufacturer or Manufacturer's designees in any respect which, in the judgement of Manufacturer, affects the condition or operation of the structures.

To make a claim, send your written statement of claim, along with the original job number or invoice number to: Landscape Structures Inc. 601 7th Street South, Delano, Minnesota, 55328-8605.

Signed:  President Date: 01/01/2019



Terms of Sale

PRICING: Landscape Structures' list prices do not include delivery and handling charges. Prices are subject to change without notice.

TERMS: To tax-supported institutions and those with established credit: net 30 days from the date of the invoice. 1.5% per month thereafter; freight charges are prepaid and applied to the invoice.

TAXES: Landscape Structures' list prices do not include applicable taxes, if any.

WEIGHTS: Weights are approximate and may vary.

DELIVERY: If delivery of the equipment is by common carrier, and there is damage or a shortage, notify the carrier at once and sign delivery documents provided by the carrier noting the damage or shortage. Most products are delivered on large pallets and will require a forklift or similar equipment to unload as a unit on the site.

INSTALLATION: All playstructures and/or equipment are delivered unassembled and packaged with recyclable materials. For a list of factory-certified installers in your area, please contact your Landscape Structures playground consultant.

SERVICE: We have knowledgeable, qualified playground consultants throughout the world who are available to help you before, during and after the sale. Landscape Structures has exclusive design software that features all of our parts and pieces in pull-down menus. With this software, your playground consultant can design a playground layout that meets not only your needs, but ASTM and CPSC standards as well. In addition, we have a full staff of NPSI-certified designers, along with 2D and 3D drawing capabilities and custom capabilities to assist you with your playground plans.

RETURN POLICY: As an indication of our commitment to our customers, Landscape Structures will accept returns of new structures and/or new equipment purchased within 60 days of the original invoice date. Advance notification is necessary to ensure proper credit. Parts not included in this return policy are custom parts (including PlayShaper® posts), as well as used or damaged parts. A 20% restock fee plus all return freight charges will apply to all product returns. NOTE: All parts are subject to inspection upon return. Parts returned damaged may not receive a full credit. For this reason, it is important that all returned parts are properly packaged to prevent damage while in transit.

PRODUCT CHANGES: Because of our commitment to safety, innovation, and value, we reserve the right to change specifications at any time.

PLEASE CONTACT US AT:

Landscape Structures Inc.
601 7th St. South
Delano, MN 55328-8605
888.438.6574 (inside the U.S.A.)
763.972.5200 (outside the U.S.A.)
playlsi.com





Landscape Structures Inc. (“Manufacturer”) warrants that all equipment sold will conform in kind and in quality to the specifications manual for the products identified in the Acknowledgment of Order and will be free of defects in manufacturing and material. Manufacturer further warrants:

20-Year Limited Warranty On all SkyWays® and CoolToppers® steel components against structural failure due to material or manufacturing defects.

10-Year Limited Warranty On SkyWays® and CoolToppers® fabric and thread against failure from significant fading, deterioration, breakdown, mildew, outdoor heat, cold or discoloration. This warranty is limited to the design loads as stated in the manual. Should the fabric need to be replaced under the warranty, Manufacturer will manufacture and ship a new fabric at no charge for the first 6 years, thereafter pro-rated at 18% per annum over the last 4 years. This warranty applies to standard colors only.

3-Year Limited Warranty On all other parts, including Rapid Release®, against failure due to corrosion/natural deterioration or manufacturing defects.

The environment near a saltwater coast can be extremely corrosive. Some corrosion and/or deterioration is considered “normal wear” in this environment. Product installed within 500 yards (457 meters) of a saltwater shoreline will only be covered for half the period of the standard product warranty, up to a maximum of five years, for defects caused by corrosion. Products installed in direct contact with saltwater or that are subjected to salt spray are not covered by the standard warranty for any defects caused by corrosion.

This warranty does not include any cosmetic issues or wear and tear from normal use of the product, or misuse or abuse of the product. It is valid only if the equipment is erected to conform with Landscape Structures’ installation instructions and maintained according to the maintenance procedures furnished by Landscape Structures Inc. Maintenance is particularly critical in regions where dirt and/or sand may cause abrasion of the fabric.

This warranty is void if conditions exceed local building codes.



2019 SkyWays® and CoolToppers® Shade Warranty

You have our word.

All the warranties commence on date of Manufacturer’s invoice. Should any failure to conform to the above express warranties appear within the applicable warranty period, Manufacturer shall, upon being notified in writing promptly after discovery of the defect and within the applicable warranty period, correct such nonconformity either by repairing any defective part or parts, or by making available a replacement part within 60 days of written notification. Manufacturer shall deliver the repaired or replacement part or parts to the site free of charge, but will not be responsible for providing labor or the cost of labor for the removal of the defective part or parts, the installation of any replacement part or parts or for disposal costs of any part or parts. Replacement parts will be warranted for the balance of the original warranty.

THIS WARRANTY IS EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES, WHETHER EXPRESSED OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY WARRANTY OF MERCHANTABILITY OR OF FITNESS FOR A PARTICULAR PURPOSE.

The remedies hereby provided shall be the exclusive and sole remedies of the purchaser. Manufacturer shall not be liable for any direct, indirect, special, incidental or consequential damages.

Manufacturer neither assumes nor authorizes any employee, representative or any other person to assume for Manufacturer any other liability in connection with the sale or use of the structures sold, and there are no oral agreements or warranties collateral to or affecting this agreement. The warranties stated above are valid only if the structures and/or equipment are erected in conformance with Landscape Structures’ installation instructions and maintained according to the maintenance procedures furnished by Landscape Structures Inc.; have been subjected to normal use for the purpose for which the goods were designed; have not been exposed to saltwater or salt spray; have not been subject to misuse, negligence, vandalism, or accident; have not been subjected to addition or substitution of parts; and have not been modified, altered, or repaired by persons other than Manufacturer or Manufacturer’s designees in any respect which, in the judgement of Manufacturer, affects the condition or operation of the structures.

To make a claim, send your written statement of claim, along with the original job number or invoice number to: Landscape Structures Inc. 601 7th Street South, Delano, Minnesota, 55328-8605.

Signed:  President Date: 01/01/2019



Terms of Sale

PRICING: Landscape Structures' list prices do not include delivery and handling charges. Prices are subject to change without notice.

TERMS: To tax-supported institutions and those with established credit: net 30 days from the date of the invoice. 1.5% per month thereafter; freight charges are prepaid and applied to the invoice.

TAXES: Landscape Structures' list prices do not include applicable taxes, if any.

WEIGHTS: Weights are approximate and may vary.

DELIVERY: If delivery of the equipment is by common carrier, and there is damage or a shortage, notify the carrier at once and sign delivery documents provided by the carrier noting the damage or shortage. Most products are delivered on large pallets and will require a forklift or similar equipment to unload as a unit on the site.

INSTALLATION: All playstructures and/or equipment are delivered unassembled and packaged with recyclable materials. For a list of factory-certified installers in your area, please contact your Landscape Structures playground consultant.

SERVICE: We have knowledgeable, qualified playground consultants throughout the world who are available to help you before, during and after the sale. Landscape Structures has exclusive design software that features all of our parts and pieces in pull-down menus. With this software, your playground consultant can design a playground layout that meets not only your needs, but ASTM and CPSC standards as well. In addition, we have a full staff of NPSI-certified designers, along with 2-D and 3-D drawing capabilities and custom capabilities to assist you with your playground plans.

RETURN POLICY: As an indication of our commitment to our customers, Landscape Structures will accept returns of new structures and/or new equipment purchased within 60 days of the original invoice date. Advance notification is necessary to ensure proper credit. Parts not included in this return policy are custom parts (including PlayShaper® posts), as well as used or damaged parts. A 20% restock fee plus all return freight charges will apply to all product returns. NOTE: All parts are subject to inspection upon return. Parts returned damaged may not receive a full credit. For this reason, it is important that all returned parts are properly packaged to prevent damage while in transit.

PRODUCT CHANGES: Because of our commitment to safety, innovation, and value, we reserve the right to change specifications at any time.

PLEASE CONTACT US AT:

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888.438.6574 (inside the U.S.A.)
763.972.5200 (outside the U.S.A.)
playlsi.com





Warranty Information

Statement of Limited Warranty for USA SHADE Products

1. The structural integrity of all supplied steel is warranted for ten years.
2. If assembly is provided by the Company, workmanship covering the labor for the removal, assembly, and cost of shipping will be covered for one year.
3. All steel surface finishes are warranted for one year.
4. Shadesure™, Colourshade® FR, Extreme 32™, Commercial 95™, SaFRshade™ and Monotec 370™ fabrics all carry a ten year limited manufacturer's warranty against failure from significant fading, deterioration, breakdown, outdoor heat, cold, or discoloration. Should the fabric need to be replaced under the warranty, the Company will manufacture and ship a new replacement fabric at no charge for the first six years, thereafter pro-rated at 20% per year over the remaining four years. The following are exceptions to the preceding warranty terms:
 - Shadesure™ fabrics in Red, Yellow, Atomic Orange, Electric Purple, Zesty Lime, Cinnamon, Olive, and Mulberry carry a five year pro-rated warranty;
 - Fabrics attached to Coolbrella structures carry a three year warranty;
 - Individual fabric tops measuring greater than 40' in length are covered by a non-prorated five year warranty;
 - Precontraint 502™ waterproof material is subject to an eight year pro-rated warranty
5. Sewing thread is warranted for ten years.

General Limited Warranty Terms and Conditions

- These limited warranties are effective from the date of sale, or, if assembly is provided by the Company, upon receipt by Company from Purchaser of a completed and signed "Customer Checklist and Sign-off" form.
- In its sole discretion, the Company will repair and/or replace defective structures, products, or workmanship, or refund that portion of the price related to the defective product, labor, or service rendered
- The Company reserves the right, in cases where certain fabric colors have been discontinued, to offer the Purchaser or Owner a choice of available alternative colors to

replace the warranted fabric. The Company does not warranty that any particular color will be available for any period of time, and reserves the right to discontinue any color for any reason, without recourse by the Purchaser or Owner of the discontinued fabric color.

- Should the Purchaser or Owner sell the structures to another party, the warranty cannot be transferred to the new owner without a complete and thorough on-site inspection performed by a Company representative. Please contact the company at warranty@usa-shade.com for more details.
- All warranty claims covering Company-supplied structures, products, and services must be submitted by Purchaser or Owner in writing to the Company within thirty days from the date of discovery of the alleged defect, and must include a detailed description and photographs of the alleged defect or problem. Warranty claims should be submitted by email to: warranty@usa-shade.com.
- Purchaser or Owner agrees that venue for any court action to enforce these limited warranties shall be in the City or County of Dallas in the State of Texas, USA.
- These limited warranties are void if:
 - the supplied structures, products, services and/or labor are not paid for in full;
 - the structures are not assembled in strict compliance with USA SHADE specifications;
 - any changes, modifications, additions, or attachments are made to the structures in any way, without prior written approval from the Company— specifically, no signs, objects, fans, light fixtures, etc. may be hung from the structures, unless specifically engineered by the Company.
- These limited warranties do not cover defects and/or damages caused by:
 - normal wear and tear;
 - misuse, willful, or intentional damage, vandalism, contact with chemicals, cuts, or Acts of God (i.e. tornado, hurricane, micro/macros burst, earthquake, wildfires, etc.);
 - ice, snow, or wind loads in excess of the designed load parameters engineered for the supplied structures;
 - use, maintenance, neglect, repair and/or service inconsistent with the Company's written care and maintenance instructions, provided with the order.
- The limited warranties explicitly exclude:
 - workmanship related to assembly not provided by the Company or its agents;
 - fabric curtains, valances, and flat vertical panels;
 - fabric canopies installed on structures that were not engineered and originally supplied by the Company.
- **THE COMPANY SHALL NOT BE LIABLE FOR ANY INCIDENTAL, CONSEQUENTIAL, SPECIAL, LIQUIDATED, EXEMPLARY, OR PUNITIVE DAMAGES, OR ANY LOSS OF REVENUE, PROFIT, USE OR GOODWILL, WHETHER BASED UPON CONTRACT, TORT (INCLUDING NEGLIGENCE), OR ANY OTHER LEGAL THEORY, ARISING OUT OF A BREACH OF THIS WARRANTY OR IN CONNECTION WITH THE SALE, INSTALLATION, MAINTENANCE, USE, OPERATION OR REPAIR OF ANY PRODUCT OR SERVICE. IN NO EVENT WILL THE COMPANY BE LIABLE FOR ANY AMOUNT**

GREATER THAN THE PURCHASE PRICE FOR ANY PRODUCT OR SERVICE PROVIDED BY THE COMPANY.

- **THE FOREGOING LIMITED WARRANTY IS THE SOLE AND EXCLUSIVE WARRANTY FOR THE COMPANY'S PRODUCTS AND SERVICES, AND IS IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, IN LAW OR IN FACT. SELLER SPECIFICALLY DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ALL IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR USE OR PURPOSE, AND ANY IMPLIED WARRANTIES ARISING OUT OF COURSE OF DEALING OR PERFORMANCE OR TRADE USAGE. PURCHASER, BY ACCEPTANCE AND USE OF THIS LIMITED WARRANTY, WAIVES ANY RIGHTS IT WOULD OTHERWISE HAVE TO CLAIM OR ASSERT THAT THIS LIMITED WARRANTY FAILS OF ITS ESSENTIAL PURPOSE.**

Colourshade ® and Extreme 32™ are registered trademarks of Multiknit Pty. Ltd.

Commercial 95™ and SaFRshade™ are registered trademarks of Gale Pacific USA Inc.

Monotec 370™ is a registered trademark of PRO-KNIT Industries Pty. Ltd.

Preconstraint 502™ is a registered trademark of Serge Ferrari North America, Inc.



Porter Corp Limited Warranty and Limitations

Porter Corp provides a 10-year pro-rated limited warranty from shipping date with the following limitations. Porter Corp limits its warranty to the supply of materials that will assemble according to sealed engineered drawings and installation instructions, and can be assembled with normal expertise and with tools required and found in the construction trades. It is expressly understood that Porter Corp's liability be limited to repair or replacement of nonconforming material at time of delivery.

Porter Corp does not warrant product for defects caused by erection, harsh site conditions, lack of maintenance, and/or other conditions beyond Porter Corp's control. Porter Corp will not be held responsible for any materials that were not properly stored prior to installation. Porter Corp reserves the right to void the limited warranty if it not installed per the installation instructions and/or unauthorized modifications.

Porter Corp shall not be held liable for field alterations. Porter Corp shall only be liable for meeting the building code indicated on the sealed engineered drawings.

Any replacement part under warranty is warranted for the remaining original warranty period or six (6) months, whichever is longer.

Under certain conditions (snow, wind, and the like), Fabric tops may be required to be taken down. The sealed engineered drawings and installation instructions will need to be referenced for design parameters. Porter Corp shall not be responsible to cover damage caused by failure to remove the top as required.

This Limited Warranty supersedes all other warranties expressed or implied.

The warranty on items not manufactured by Porter Corp (i.e. metal roofing, shingles, wood shelters, fabric and thread as applicable), will be as passed through Porter Corp's supplier as per their warranty; contact Customer Service for this Supplier Warranty.

This Limited Warranty is conditional upon payment in full to Porter Corp within terms. Liability under this Warranty is limited in that it shall not exceed the original sales price of the components as supplied by Porter Corp.



Poli-5000 Paint System 10 Year Limited Warranty for Structural Steel Shelters

This limited warranty is for the factory applied Poli-5000 powder coating. Poli-5000 powder coat paint system by Porter Corp of Holland, Michigan has been applied to steel entirely as an ‘in-house’ process. Poli-5000 finish has been applied over hot rolled structural steel parts and has been tested to meet or exceed the ASTM Standards illustrated in Figure 1.

This pro-rated limited 10 year warranty is intended to define the obligations and limitations of the purchaser as well as the obligations and limitations of the supplier. This limited warranty is only valid if Porter Corp has been paid in full for the cost of the shelter.

Damage occurring from shipping, erection, vandalism, accidents, or field modifications will require field touch-up immediately and periodically thereafter, which is not covered in this limited warranty.

Exposed nuts and bolts will either be supplied with a light plating or powder coating. It is the responsibility of the contractor to paint and/or touch up the nuts and bolts after erection and these must be maintained by the customer.

The 10-year limited warranty will exclude buildings erected at sites where salt air, corrosive environment, high humidity or sprinkler systems come in contact with the shelter.

Failure to maintain finish system with annual touch-up and documented maintenance procedures will void the limited warranty.

Not covered by this limited warranty are acute angles, end plates, and other accessories that are prone to minor defects on occasions and will require touch-up by owner.

Failure of the coating will be defined when at least 8% of the total coated surface has significant loss of performance or appearance characteristics when compared to the original finish. Rust stains from roof trim, screws, and screw holes do not constitute a failure.

If a claim is made for paint failure a complete document must be provided by the owner. If a site visit is required by Porter Corp the travel expenses will be covered by the customer prior to travel taking place. However, should the failure be determined to be under the limited warranty the customer will be reimbursed for these expenses.

In the case of a failed paint system, Porter Corp will repaint the structure with its best in-house system providing that the owner dismantles the structure and returns it to Porter Corp. Porter Corp will refinish the structure and ship it back to job site at their expense. The refinishing will not extend the original warranty of the paint system. The owner is responsible for erecting the building at their expense. As an alternative, Porter Corp will pay customer up to the cost of the original paint system on a pro-rated basis for time left of the 10 year limited warranty.



Poli-5000 Finish System Performance and Specifications

Figure 1

Test Description	Test Method	Poli-5000 Results
Salt Spray Resistance	ASTM B 117/ ASTM D 1654 Method 2 (scraping)	10,000 hours, no creep from scribe line, rating of 10
Humidity	ASTM D2247-02	5,000 hours with no loss of adhesion or blistering
Light UV/ Resistance	ASTM G154-04 2000 hours exposure. Alternate cycles (4 hours UVC and 4 hours condensation)	a) No chalking b) 75% color retention c) Color variation-maximum 3.0 E variation CIE formula (before and after 2,000 hours exposure)
Stain Resistance	ASTM D1308-02e1 24 hours exposure with 10% concentration	No stain from following: Mustard, Tannic Acid, Catsup, Citric Acid, Coffee, Tartaric Acid, Pepsi Cola, Beer, Oleic Acid, Lactic Acid, Orange Juice
Scratch Resistance	Hoffman Scratch Hardness Tester	No substrate appearance with 1,000 gram load
Adhesion	ASTM D3359-02	ASTM Class 4B rating or better
Resistance Impact	ASTM D2794-93	10 in-lbs. w/o cracking
Hardness	ASTM D3363-92a	2H min-no indentation
Flexibility	ASTM D522-93a	1/8" no cracking/loss of adhesion at bend
Abrasion	Taber abraser CS10 Wheel (1,000 mg load)	14 mg. max weight loss per cycle
Solvent Resistance	50+ MEK rubs	Minimal to no dulling or color removal



DuMor, Inc. Standard Warranty

ALL PRODUCTS MANUFACTURED BY DuMOR, INC., ARE WARRANTIED AGAINST DEFECT IN MATERIALS AND/OR WORKMANSHIP AND IN ACCORDANCE WITH OUR PUBLISHED SPECIFICATIONS. DuMOR, INC. FURTHER WARRANTS OUR PRODUCTS AS FOLLOWS:

- LIMITED TWENTY-YEAR WARRANTY AGAINST STRUCTURAL FAILURE OF ALL STEEL BENCH FRAMES OR COMPLETE STEEL BENCH ASSEMBLIES, TABLE FRAMES, LITTER RECEPTACLE FRAMES, STEEL PLANTERS AND ALL CAST IRON AND ALUMINUM BENCH SUPPORTS.
- LIMITED FIVE-YEAR WARRANTY AGAINST STRUCTURAL FAILURE OF DOUGLAS FIR, REDWOOD AND IPE PRODUCTS.
- LIMITED TEN-YEAR WARRANTY AGAINST STRUCTURAL FAILURE OF RECYCLED PLASTIC—IT IS FURTHER WARRANTIED NOT TO DEGRADE, SPLIT, CRACK, OR SPLINTER DURING THIS PERIOD.
- LIMITED 3 YEAR WARRANTY ON STRUCTURAL FAILURE OF ALL BIKE RACKS.
- LIMITED ONE-YEAR WARRANTY ON ANY ITEM NOT SPECIFICALLY DISCUSSED ABOVE.

THE ABOVE WARRANTIES COMMENCE ON THE DATE OF INVOICE ISSUED FROM DuMOR, INC. SHOULD ANY FAILURE OCCUR WITHIN THE WARRANTY PERIOD, DuMOR, INC. SHALL, UPON WRITTEN NOTIFICATION FROM CUSTOMER, CORRECT THE PART(S) EITHER BY REPAIRING THE DEFECTIVE PART(S) OR BY SUPPLYING A NEW PART(S) WITHIN 60 DAYS OF RECEIPT OF THE WRITTEN NOTIFICATION. DuMOR, INC., SHALL, AT ITS EXPENSE, DELIVER THE REPAIRED OR NEW PART(S) TO THE JOB SITE. HOWEVER, DuMOR, INC., SHALL NOT BE RESPONSIBLE FOR PROVIDING LABOR OR INCURRING THE COST OF LABOR TO REMOVE THE DEFECTIVE PART(S) AND INSTALL THE REPAIRED OR NEW PART(S). ALL REPLACEMENT PARTS SHALL BE GUARANTEED FOR THE BALANCE OF THE ORIGINAL WARRANTY PERIOD.

THE WARRANTY IS VALID ONLY IF THE PRODUCTS HAVE BEEN ASSEMBLED AND INSTALLED PER DuMOR, INC., STANDARD INSTALLATION AND ASSEMBLY INSTRUCTIONS PROVIDED WITH EACH SHIPMENT AND IF THE PRODUCTS HAVE BEEN PROPERLY MAINTAINED AND INSPECTED ANNUALLY. THIS WARRANTY DOES NOT COVER CLAIMS FOR ITEMS HAVING BEEN SUBJECTED TO MISUSE, NEGLIGENCE, ACCIDENT, VANDALISM OR THAT HAVE BEEN MODIFIED, ALTERED OR REPAIRED BY ANYONE OTHER THAN DuMOR, INC.; ITS AUTHORIZED REPRESENTATIVE; OR OTHERS DESIGNATED BY DuMOR, INC., TO MODIFY, ALTER, OR REPAIR THE PRODUCT.

THIS WARRANTY DOES NOT COVER COSMETIC ITEMS, NOR DOES IT COVER CLAIMS DUE TO CHECKING, SPLITTING AND WARPING, WHICH ARE NATURAL TENDENCIES OF WOOD PRODUCTS.

THIS WARRANTY IS EXCLUSIVE AND IS IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, ANY WARRANTY OF MERCHANTABILITY OR FITNESS. IN ADDITION, NO OTHER WARRANTY, ORAL, WRITTEN OR IMPLIED, MAY BE SUBSTITUTED FOR THE WARRANTY STATED ABOVE. TO THE EXTENT PERMITTED BY LAW, DuMOR, INC., SHALL NOT BE LIABLE FOR ANY INCIDENTAL OR CONSEQUENTIAL DAMAGES. ALL CLAIMS MADE UNDER THE TERMS OF THIS WARRANTY MUST BE RECEIVED IN WRITING ALONG WITH A COPY OF THE ORIGINAL INVOICE.

CLAIMS MUST BE SENT TO DuMOR, INC., ATTENTION CUSTOMER SERVICE, P. O. BOX 142, MIFFLINTOWN, PA 17059-0142.

GEG/WARR-STD 4/16

P.O BOX 142 Mifflintown, PA 17059-0142 • 717-436-2106 • 800-598-4018 • Fax:717-436-9839
E-mail: sales@dumor.com • www.dumor.com



Warranties

For warranty questions or claims, contact us at 800-231-1327 or info@anovafurnishings.com.

Finish Warranties

FUSION ADVANTAGE FINISH: Seven-year warranty against rusting, peeling, chipping, cracking, mold, mildew, fading and defects in materials and/or workmanship.

POWDER COATED FINISH: Three-year warranty against rusting, peeling, chipping, cracking, mold, mildew, and defects in materials and/or workmanship; Seven-year warranty against fading.

GALVANIZED FINISH: Seven-year warranty against rusting, peeling, chipping, cracking, mold, mildew, fading and defects in materials and/or workmanship.

Structural Warranties

METAL COMPONENTS: Limited twenty-year structural warranty.

GALVANIZED COMPONENTS: Limited twenty-year structural warranty; compliant with ASTM A123.

RECYCLED PLASTIC COMPONENTS: Limited twenty-year structural warranty that also covers splitting, fungal decay, and insect damage.

THERMORY COMPONENTS: Limited ten-year structural warranty.

NATURAL STONE AND ROTOMOLDED PLASTIC COMPONENTS: Limited five-year structural warranty.

Product Warranties

Banners installed on Anova banner brackets: Three-year warranty.

Banners otherwise installed: One-year warranty.

Styrene signs: Three-year warranty.

Limitations

All warranties commence on the date the product is shipped.

Structural warranties are only valid if the product has been assembled and installed per the instruction provided with each shipment and item.

These warranties do not cover acts of misuse, abuse, accidents, lack of maintenance, vandalism or natural disasters.

Any alterations to the product after delivery will void these warranties.

Should any failure occur within these periods, Anova will correct the part or parts by repairing or replacing the defective parts.

VITRITURF

Sample Warranty

Project Name: Main Street USA Playground

Owner:

Location:

City and State: Anytown, USA

Date Installation Completed:

Contractor:

Vitriturf warrants to the owner of the project name described above, subject to the conditions, and limitations stated herein, as follows:

That the Vitriturf System will not lose its bond from approved substrates and that the system will be fade-resistant so long as surface integrity is maintained; and that the system will not crack as a result of normal weather conditions and normal traffic pattern use. This warranty does not cover defects or damage caused by failure of the substrate, vandalism or misuse of the system. This system was developed to provide a resilient monolithic cushioned surface. Any other use of this system not explicitly authorized in writing by the company will not be warranted in any manner whatsoever.

The foregoing warranty shall continue for a period of (based on specification) year(s) commencing with the date of completion of the above stated system. In order to mitigate any warranty defects the owner, within the warranty period, must provide Vitriturf with written notice of any such defects within thirty (30) days of discovery.

The foregoing warranty does not cover defects of damage caused by: (1) structural or design defects; (2) misuse, vandalism, civil disobedience, acts of war; (3) acts of God, including lightning, hurricanes, tornados, earthquakes, fumes, flood, chemical fumes or foreign substances in the atmosphere or by other unusual natural occurrences. The obligations contained hereinto not cover any material used on the system which was not supplied by Vitriturf unless specifically identified above.

Any claim of defect in material in the system must be made in writing to Vitriturf as set forth above within the warranty period. This warranty will not cover damage resulting from the application, repair or subsequent work on the surface without written notice from Vitriturf of the methods and materials to be used and the party who will apply those materials. During the term of the warranty, Vitriturf, its agents, employees, and assigns shall have the right to inspect the system during business hours. If Vitriturf or its agents have not been paid by the contractor or owner for this project, the warranty will be null and void due to lack of consideration; however should payment be made in full with all associated late fees and collection fees and costs, the warranty will remain as previously stated from the date of completion.



NO FAULT SAFETY SURFACE
PRODUCT WARRANTY

NO FAULT SPORT GROUP, LLC
3112 Valley Creek Drive, Ste. C
Baton Rouge, LA 70808
225-215-7760 www.nofault.com

Project Name: SAMPLE
Address: 0
City

NFSG Job No.: 16-xxxx-NFSS
Customer: 0
Date of Completion:

No Fault Sport Group, LLC ("NFSG") warrants to the original purchaser (established as "Customer" above) that the No Fault Safety Surface ("NFSS"), installed under the above referenced Project, will conform to the NFSS specifications and remain free from defects in materials and workmanship for a period of five (5) years, per the terms and conditions provided herein. This limited warranty is expressly made in lieu of any other warranties and is exclusive to the original Customer.

This limited warranty shall provide for repairs or replacement of any defective materials or workmanship in the surface area(s) that fail during the warranty period. This warranty shall commence on the date of substantial completion (as established above) and shall provide for one hundred (100%) of the cost to repair or replace the failed area(s) for a period of one year. Thereafter, the warranty covers eighty percent (80%) of the cost to repair the affected areas from the first anniversary of substantial completion until the second anniversary of substantial completion. Thereafter, the warranty covers sixty percent (60%) of the cost to repair the affected areas from the second anniversary of substantial completion until the third anniversary of substantial completion. Thereafter, the warranty covers forty percent (40%) of the cost to repair the affected areas from the third anniversary of substantial completion until the fourth anniversary of substantial completion. Thereafter, the warranty covers twenty percent (20%) of the cost to repair the affected areas from the fourth anniversary of substantial completion until the fifth anniversary of substantial completion, at which date NFSG's obligations under this warranty are terminated.

All warranty claims shall be made in writing to NFSG within thirty (30) days of the Customer's knowledge thereof. The written notification from the Customer shall include the following: the date of the first notice of the failure, details of the failure, photos of the failed area and a request for a warranty claim meeting with NFSG at the installation site (if applicable). NFSG shall determine the validity of all claims after sufficient evidence has been gathered. NFSG shall then replace, repair, or make a refund for any claims validated by it. Any refund, credit or allowance provided to the Customer on a warranty claim is exercisable only if said allowance is used to accommodate replacement with NFSG's then current surfacing system. NFSG's liability for warranty claims shall in no event exceed the cost of repair or replacement of such area(s) that have failed. Customer agrees that in no event shall NFSG have any liability to Customer for loss of use or loss of profits or any form of consequential damages.

Any dispute as to whether and to what extent there is a NFSS failure and subsequent valid warranty claim within the meaning of this warranty shall be initially dealt with by joint investigation and discussion between NFSG and Customer in order to achieve a mutually agreeable solution. If a solution cannot be reached within thirty (30) days, then either the Customer or NFSG may submit the matter to an accredited arbitrator who is a member of the American Arbitration Association and who shall make a determination in accordance with the rules and regulation of the American Arbitration Association. The decision of the Arbitrator shall be binding on both parties.

This warranty does not include normal wear and tear, discoloration or fading as a result of ultraviolet rays, shrinkage (which is an inherent characteristic of elastic rubber), any damages to the surface during the curing period, or improper sub-base design or construction, including but not limited to surface cracking along expansion joints or separating from an adjacent border, curb, walkway, or existing surface. If the underlying sub-base materials fail for any reason whatsoever (including hydrostatic pressure, cracking, shifting, heaving), then NFSG's warranty shall be rendered invalid.

NFSG is under no obligation or responsibility to repair and/or replace the NFSS product if damaged by lawn and landscaping equipment; vehicular traffic; vandalism (including burns, cuts, gouges, etc.); product misuse, abuse or alteration; improper drainage; improper or lack of maintenance; any foreign residue that may be deposited on the surface; any foreign matter from surrounding areas (i.e. any substance other than those indicated on NFSG's MSDS sheets) that may be siphoned through, migrated in, lodged in and/or harden the surface; sharp objects (high heels, spikes, etc.); use of unapproved cleaning materials; or acts of God.



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PRODUCT WARRANTY

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3112 Valley Creek Drive, Ste. C
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Project Name: SAMPLE
Address: 0
City

NFSG Job No.: 16-xxxx-NFSS
Customer: 0
Date of Completion:

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Customer acknowledges that the limited warranty will be voided if the Customer fails to follow the NFSS Maintenance Guidelines (attached hereto); keep maintenance and impact attenuation testing records; or fails to make payment in a timely manner as per the terms and conditions of the agreed contract. Customer also acknowledges and agrees that it will not, under any circumstance, make alterations to the NFSS product without the written authorization of NFSG. Any unauthorized alteration by the Customer could result in the termination of any existing warranty for the NFSS and shall also give rise to the duty of the Customer to hold harmless, defend and indemnify NFSG from any claim, suit or cause of action, personal injury, death, or property damage arising out of or related to said alteration.

WARNING: Surface areas can become extremely hot due to exposure of direct sunlight. Shoes and/or socks must be worn at all times. Customer is responsible for proper supervision of children when in contact with the surface. In addition, warning signs are recommended to be posted in all areas to prevent small children from touching or crawling on to surface areas that may be hot due to extended sun exposure in excessive temperatures. During winter and/or seasons when temperatures fall below 32°F, the impact attenuation performance of the NFSS system can be compromised. In this case, it is recommended to discontinue use until surface is no longer frozen. No Fault Sport Group assumes no liability to such exposure of surfacing temperature as this should be monitored prior to use of surfacing. No Fault Sport Group also assumes no liability to the expansion and contraction of the surfacing during freeze/thaw events.

NO REPRESENTATIVE OF THE SELLER HAS AUTHORITY TO MAKE ANY REPRESENTATION OR PROMISES EXCEPT AS STATED HEREIN. THERE ARE NO WARRANTIES EITHER EXPRESSED OR IMPLIED, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE THAT EXTEND BEYOND THE WARRANTIES CONTAINED IN THIS DOCUMENT. NFSG SHALL NOT BE LIABLE FOR ANY INCIDENTAL, CONSEQUENTIAL OR OTHER DAMAGES TO THE STRUCTURE OR ITS CONTENTS ARISING UNDER ANY THEORY OF LAW WHATSOEVER.

NO FAULT SPORT GROUP, LLC: _____
Jay Ratelle, Vice President of Operations

Warranty issue date: _____



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PRODUCT WARRANTY

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3112 Valley Creek Drive, Ste. C
Baton Rouge, LA 70808
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Project Name: SAMPLE
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City

NFSG Job No.: 16-xxxx-NFSS
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NO FAULT SPORT GROUP, LLC: _____
Jay Ratelle, Vice President of Operations

Warranty issue date: _____



Closed Loop Warranty System - A warranty you can trust

A warranty is only as good as the company behind it. That is why the ForeverLawn warranty is the best in the industry.

With over ten years and tens of thousands of successful projects, ForeverLawn is proud to offer another ground-breaking industry first: the ForeverLawn Closed Loop Warranty System (CLWS).

What makes our warranty superior?

- **Ultimate satisfaction**
- **True peace of mind**
- **Online warranty registration**
- **Superior tracking**
- **Full transferability**
- **Closes the loop between customer, installer and manufacturer**
- **From a company older than the warranty being offered**

The ForeverLawn CLWS isn't just a collection of words on paper, it is a thorough warranty system backing up a superior synthetic grass product. What else would you expect from a company built on integrity, quality, and innovation?

Our commitment goes beyond the paper.

Grass without limits.™



“Because integrity is a core value of ForeverLawn, we stand behind every promise we make.”



**Playground Turf
by
Irvine Wood Recovery**

Limited Warranty

This limited warranty applies to Irvine Wood Recovery's Engineered Wood Fiber product Playground Turf.

Playground Turf is warranted to meet the following specifications:

IPEMA Certified to ASTM F1292-04
Head Impact Attenuation Testing

IPEMA Certified to ASTM F 2075-04
Sieve Analysis Testing
Tramp Metal Testing, ASTM 2075/4.6

ADA WHEELCHAIR ACCESSIBILITY
ASTM F1951-99

Tested to 12" of thickness from a 12' fall height

100% Pre-Consumer Recycled Virgin Material

3,000,000 Liability Insurance

STAFF REPORT REGULAR MEETING

AGENDA DATE: October 3, 2023

DEPARTMENT: Leisure Services

TITLE:

Third Amendment to Retail Lease with NuStart, Ltd., the current tenant/assignee.

SUMMARY:

This amendment authorizes the assignment of the NuStart, Ltd. Retail Lease to RTT - Benny's on the Beach, Inc. DBA Benny's on the Beach Oceanwalk ("Benny's") due to the assignment of the NuStart, Ltd. business to Benny's sole shareholder, LL Beach, LLC.

BACKGROUND AND JUSTIFICATION:

On March 19, 2012, the City entered into a Retail Lease with Shore Restaurants of Lake Worth, LLC ("Shore") for the lease of Units #7 and #8 of the Lake Worth Beach Municipal Casino Building ("Lease"). On January 21, 2016, the City and Shore entered into the First Amendment to the Lease which allowed the assignment of the lease to Mulligans Lake Worth Acquisitions, LLC ("Mulligans"). On July 14, 2020, the parties entered into the Second Amendment to the Lease which authorized the assignment of the Lease to NuStart, Ltd. DBA Viva la Playa ("NuStart").

The general and limited partners of NuStart, Ltd. have assigned all their interests in NuStart to LL Beach, LLC, the sole shareholder of RTT-Benny's on the Beach, Inc. For this reason, NuStart wishes to assign the Lease to RTT-Benny's on the Beach, Inc. DBA Benny's on the Beach Oceanwalk for use as an American-themed family restaurant and bar, retail sales, and other incidental uses. Pursuant to the terms of the Lease, NuStart will pay \$2,200.00 (administrative fee and attorney fees) for this assignment within five (5) business days of the execution of the amendment by the City, and NuStart, Ltd. will be released from any further obligations under the Lease.

MOTION:

Move to approve/disapprove the Third Amendment to the Retail Lease with NuStart, Ltd.

ATTACHMENT(S):

Fiscal Impact Analysis
Third Amendment to Retail Lease

FISCAL IMPACT ANALYSIS

Five Year Summary of Fiscal Impact:

Fiscal Years	2024	2025	2026	2027	2028
Inflows					
Current Appropriation	0	0	0	0	0
Program Income	0	0	0	0	0
Grants	0	0	0	0	0
In Kind	0	0	0	0	0
Outflows					
Operating	0	0	0	0	0
Capital	0	0	0	0	0
Net Fiscal Impact	0	0	0	0	0
No. of Addn'l Full-Time Employee Positions	0	0	0	0	0

Contract Award - Existing Appropriation	
	Revenues
Department	Leisure Services
Division	Beach Fund
GL Description	Leased Properties
GL Account Number	
Project Number	N/A
Requested Funds	N/A

THIRD AMENDMENT TO RETAIL LEASE

THIS THIRD AMENDMENT TO RETAIL LEASE (“Third Amendment”) is made effective on the ___ day of _____, 2023, by and between the CITY OF LAKE WORTH BEACH, a Florida Municipal Corporation (“Landlord”) and NUSTART, LTD., a Florida limited partnership DBA Viva la Playa (“Tenant/Assignor”) and RTT-BENNY’S ON THE BEACH, INC., a Florida corporation, DBA Benny’s on the Beach Oceanwalk (“Tenant/Assignee”) (Landlord, Tenant/Assignor and Tenant/Assignee are collectively referred to as the “Parties”).

RECITALS

WHEREAS, on March 19, 2012, the Landlord and the original tenant, Shore Restaurants of Lake Worth, LLC (“Shore Restaurants”) entered a retail lease for Units #7 and #8 at the Lake Worth Beach Municipal Casino Building (“Lease”); and

WHEREAS, on January 21, 2016, the Landlord and Shore Restaurants entered that First Amendment to the Lease allowing the assignment of the Lease to Mulligans Lake Worth Acquisitions, LLC (“Mulligans”); and

WHEREAS, on July 14, 2020, the Landlord and Mulligans entered that Second Amendment to the Lease allowing the assignment of the Lease to NuStart, Ltd. DBA Viva la Playa; and

WHEREAS, the general and all limited partners of NuStart, Ltd. have assigned their interest in NuStart, Ltd. to LL Beach, LLC, the sole shareholder of RTT-Benny’s on the Beach, Inc.; and

WHEREAS, the Tenant/Assignor, contacted the Landlord about an assignment of the Lease from the Tenant/Assignor, NuStart, Ltd., to RTT-Benny’s on the Beach, Inc., the Tenant/Assignee; and

WHEREAS, the Parties desire to amend the Lease to consent to and address the assignment to Tenant/Assignee and related matters; and,

WHEREAS, the City Commission finds amending the Lease as set forth herein serves a valid public purpose.

NOW THEREFORE, in consideration of the promises and mutual covenants contained in the Lease, as previously amended, and this Third Amendment, and for other good and valuable consideration, the receipt of which the Parties expressly acknowledge, the Parties agree to amend the Lease as follows:

1. **Recitals and Definitions:** The foregoing recitals are hereby incorporated into this Third Amendment as true and correct statements of the Parties and form part of the consideration for this Third Amendment. All material terms as utilized in this Third Amendment are as defined in the Lease.
2. **No Default:** The Parties agree that the Lease remains in full force and effect and that there are no defaults or disagreements with regard to the terms and conditions set forth in the Lease.
3. **Assignment and Release.** The Parties agree to the assignment of the Lease to the Tenant/Assignee, RTT-Benny’s on the Beach, Inc. DBA Benny’s on the Beach Oceanwalk, and Landlord releases Tenant/Assignor from the Lease except as otherwise stated herein.
4. **Waiver of Right of Termination and Assignment Payment.** Sections 6.1 of the Lease authorizes the Landlord to terminate the Lease upon notice of a requested assignment and Section 6.2 requires the Tenant/Assignor to pay the Landlord any amount received from Tenant/Assignee for the

assignment of the Lease in excess of the Rent then being paid by the Tenant/Assignor to the Landlord. Solely for the purposes of this Third Amendment, the Landlord waives its right of termination under Section 6.1 of the Lease and waives its right to any payment that may be due from the Tenant/Assignor under Section 6.2.

5. **Administrative Fee and Attorneys' Fees.** Section 6.1 requires that the Tenant pay the Landlord an administrative fee of \$1,000.00 plus all reasonable attorneys' fees and actual costs associated with Landlord's consideration of Tenant's transfer request and the review and preparation of all documents associated therewith. Tenant shall pay the City the administrative and attorneys' fees (total amount of \$2,200.00) within five (5) business days of the effective date of this Third Amendment; otherwise, the City may render this Third Amendment null and void, in its sole discretion.
6. **Insurance.** On or before the effective date of this Third Amendment, Tenant shall provide the City with certificates of insurance in accordance with the Lease as previously amended.
7. **Amended Sections.** The following specific amendments are made to the Lease (with the Tenant/Assignee recognized as the "Tenant"):
 - a. **Tenant.** Subsection 1.2 is deleted and amended in full to reflect the new name of the Tenant as, "RTT-Benny's on the Beach, Inc."
 - b. **Tenant's Trade Name.** Subsection 1.3 is deleted and amended in full to reflect the new trade name (fictitious name) of Tenant as, "Benny's on the Beach Oceanwalk."
 - c. **Permitted Use of the Premises.** Subsection 1.8 is deleted and amended in full to reflect the new permitted use as, "Tenant is leasing the subject property for use as an American-themed Family Restaurant and Bar for on and off-premises consumption, and for retail sales and other incidental uses and for no other purpose whatsoever. Restaurant shall be allowed to have a full service bar during all hours of operation serving beer, wine, spirits, and other alcoholic beverages with its SRX or COP license."
 - d. **Security Deposit.** The Guarantee previously provided by, Guarantor, Lee M. Lipton, on behalf of the Tenant/Assignor, for the security deposit as set forth in subsection 1.17 shall remain in effect on behalf of the Tenant/Assignee.
 - e. **Tenant's Notice Address.** Subsection 1.19 is deleted and amended in full to reflect the Tenant's Notice Address as, "RTT-Benny's on the Beach, Attn: Lee M. Lipton, President, 10 S. Ocean Blvd., Lake Worth Beach, FL 33460."
8. **Agreement Unchanged.** Except as amended herein, all other provisions of the Lease, as previously amended, shall remain in full force and effect.
9. **Controlling Documents.** To the extent that there exists a conflict between this Third Amendment and the Lease (as previously amended), the terms and conditions of this Third Amendment shall prevail. Whenever possible, the provisions of such documents shall be construed in such a manner as to avoid conflicts between the provisions of the various documents.
10. **Entire Agreement.** The Parties agree that the Lease (as previously amended) and this Third Amendment represent the entire agreement between the Parties and supersede all other negotiations, representations, or agreements, either written or verbal.

11. *Counterparts.* Each party may sign one copy of this Third Amendment and together, whether by signed original or facsimiled or e-mailed copy, the signed copies shall constitute one, fully executed Third Amendment.

12. *Effective Date.* This Third Amendment shall not be binding upon the Parties until approved by Tenant/Assignor, Tenant/Assignee and the City Commission of the City of Lake Worth Beach. The Effective Date of this Third Amendment shall be the date set forth above.

IN WITNESS WHEREOF, the Parties have caused this Third Amendment to the Lease to be executed by their duly authorized representatives on the date set forth above.

CITY OF LAKE WORTH BEACH, FLORIDA

By: _____
Betty Resch, Mayor

ATTEST:

Melissa Ann Coyne, CMC, City Clerk

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY:

APPROVED FOR FINANCIAL
SUFFICIENCY

By: _____
Glen J. Torcivia, City Attorney

By: _____
Yannick Ngendahayo, Financial Services Director

**[REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK.
SIGNATURE PAGE FOR TENANT/ASSIGNOR
AND TENANT/ASSIGNEE FOLLOWS.]**

Witnesses:

By: [Signature]
Print Name: Christopher Starling

By: [Signature]
Print Name: Staterina Chizh

TENANT/ASSIGNOR:
NUSTART, LTD. DBA VIVA LA PLAYA
a Florida limited partnership

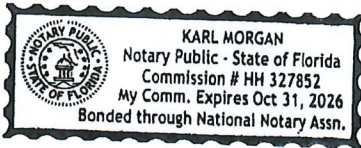
By: NUSTART, LLC, a Florida limited liability
company, its General Partner

By: [Signature]
Lee M. Lipton, Manager

[Corporate Seal]

STATE OF FLORIDA)
COUNTY OF PALM BEACH)

The foregoing instrument was acknowledged before me, by means of [] physical presence or [] online
notarization, this 8 day of August, 2023, by LEE M. LIPTON, as the MANAGER of NUSTART,
LLC, General Partner of NUSTART, LTD, DBA VIVA LA PLAYA, and who () is personally known
to me or who () has produced the following _____ as identification.



Notary Public [Signature]
Print name: KARL MORGAN
My commission expires: 10/31/2026

TENANT/ASSIGNEE:
RTT-BENNY'S ON THE BEACH, INC.
DBA BENNY'S ON THE BEACH OCEANWALK

By: [Signature]
Lee M. Lipton, President

[Corporate Seal]

Witnesses:

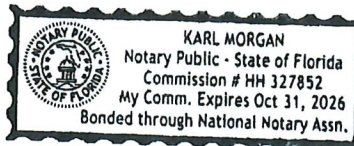
By: [Signature]
Print Name: Christopher Starling

By: [Signature]
Print Name: Staterina Chizh

STATE OF FLORIDA)
COUNTY OF PALM BEACH)

The foregoing instrument was acknowledged before me, by means of [] physical presence or [] online
notarization, this 8 day of August, 2023, by LEE M. LIPTON, as the MANAGER of RTT-
BENNY'S ON THE BEACH, INC. DBA BENNY'S ON THE BEACH OCEANWALK, a Florida
limited liability company and who () is personally known to me or () who has produced the
following _____ as identification.

Notary Public [Signature]
Print name: KARL MORGAN
My commission expires: 10/31/2026



STAFF REPORT REGULAR MEETING

AGENDA DATE: September 19, 2023

DEPARTMENT: Public Works

TITLE:

Work Order #11 with The Paving Lady

SUMMARY:

The Work Order #11 to The Paving Lady authorizes paving and concrete work to be completed at the following locations:

1. South H Street from Lake Avenue to the midpoint between 2nd and 3rd Avenue South.
2. 1st Avenue South from South H Street to Dixie Highway.
3. 2nd Avenue South from South East Coast Street to Dixie Highway.
4. 5th Avenue South from South East Coast Street to South H Street.
5. 5th Avenue South from South H Street to the midway point between South H Street and Dixie Highway.
6. Alleyway between South H Street and Dixie Highway from North of 1st Avenue South to 3rd Avenue South.
7. 3rd Avenue North from North A Street to the Interstate 95 sound wall.
8. City owned parking lot on the west side of South K Street downtown.
9. City owned parking lot on the east side of South K Street downtown.

BACKGROUND AND JUSTIFICATION:

The City has identified the following list of locations as infrastructure in very poor condition requiring rehabilitation.

1. South H Street from Lake Avenue to the midpoint between 2nd and 3rd Avenue South.
2. 1st Avenue South from South H Street to Dixie Highway.
3. 2nd Avenue South from South East Coast Street to Dixie Highway.
4. 5th Avenue South from South East Coast Street to South H Street.
5. 5th Avenue South from South H Street to the midway point between South H Street and Dixie Highway.
6. Alleyway between South H Street and Dixie Highway from North of 1st Avenue South to 3rd Avenue South.
7. 3rd Avenue North from North A Street to the Interstate 95 sound wall.
8. City owned parking lot on the west side of South K Street downtown.
9. City owned parking lot on the east side of South K Street downtown.

The City currently has a contract with the Paving Lady on an as needed basis. The scope of the work is inclusive of removing the existing sidewalk and curbing and replacing with new sidewalk and curbing, milling and paving, installing new lane striping, as well as ADA improvements.

The Work Order is not to exceed \$522,194.48 and will be paid for with funding from Roadway Improvement Fund.

MOTION:

Move to approve/disapprove Work Order #11 with The Paving Lady at a cost not to exceed \$522,194.48.

ATTACHMENT(S):

Fiscal Impact Analysis
Work Order #11

FISCAL IMPACT ANALYSIS

Five Year Summary of Fiscal Impact:

Fiscal Years	2024	2025	2026	2027	2028
Inflows					
Current Appropriation	0	0	0	0	0
Program Income	0	0	0	0	0
Grants	0	0	0	0	0
In Kind	0	0	0	0	0
Outflows					
Current Appropriation	\$522,194.48	0	0	0	0
Operating	0	0	0	0	0
Capital	0	0	0	0	0
Net Fiscal Impact	0	0	0	0	0
No. of Addn'l Full-Time Employee Positions					
	0	0	0	0	0

Contract Award - Existing Appropriation	
	Expenditure
Department	Public Services
Division	Street Maintenance
GL Description	Improve other than build / Infrastructure
GL Account Number	170-5020-519-63-15
Project Number	GV2301
Requested Funds	\$522,194.48

**ANNUAL CONTRACT FOR PAVING, CONCRETE, STRIPING AND ASSOCIATED
RESTORATION WORK
WORK ORDER NO. 11**

THIS WORK ORDER ("Work Order" hereafter) is made on _____, between the **City of Lake Worth Beach**, a Florida municipal corporation located at 7 North Dixie Highway, Lake Worth Beach, Florida 33460 ("City" hereafter) and **Janet M. Riley, Inc., dba/ The Paving Lady**, a Florida Corporation ("Contractor" hereafter), whose local business address is located at 1000 W. Industrial Ave, Boynton Beach FL 33426.

1. Project Description. The City desires the Contractor to provide all goods, services, materials and equipment as identified herein related to the project generally described as:

1. South H Street from Lake Avenue to the midpoint between 2nd and 3rd Avenue South.
2. 1st Avenue South from South H Street to Dixie Highway.
3. 2nd Avenue South from South East Coast Street to Dixie Highway.
4. 5th Avenue South from South East Coast Street to South H Street.
5. 5th Avenue South from South H Street to the midway point between South H Street and Dixie Highway.
6. Alleyway between South H Street and Dixie Highway from North of 1st Avenue South to 3rd Avenue South.
7. 3rd Avenue North from North A Street to the Interstate 95 sound wall.
8. City owned parking lot on the west side of South K Street downtown.
9. City owned parking lot on the east side of South K Street downtown.

(the "Project"). The Project is more specifically described in the plans prepared by N/A, dated N/A, and which are incorporated herein by reference.

2. Scope. Under this Work Order, the Contractor will provide the City of Lake Worth with construction services for the Project as specified in the **Contractor's proposal attached hereto and incorporated herein as Exhibit "1"**.

3. Schedule and Liquidated Damages. Substantial completion of all services and work under this Work Order shall be within **150 calendar days** from the Effective Date of this Work Order. Final completion of all services and work (and all punch-list items (if any)) under this Work Order shall be within **180 calendar days** from the Effective Date of this Work Order. The Effective Date of this Work Order is the date following the parties' execution of this Work Order and the City's delivery of a Notice to Proceed to the Contractor via e-mail, facsimile or other form of delivery as documented by the City. Substantial completion occurs when the services and work has progressed to the point where, in the opinion of the City, the work is sufficiently complete in accordance with the Contract Documents and this Work Order, so that the Project can be utilized for the purposes for which it is intended. Final completion occurs when all services and work (including punch-list items) has been completed and the project becomes fully operational and accepted by the City.

Liquidated Damages. The City and Contractor recognize that time is of the essence under this Work Order and the Contract Documents, and that the City will suffer financial loss if the services and work described in this Work Order and the Contract Documents are not completed within the times specified in this Work Order. 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 services and 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 Five Hundred dollars (\$500.00) for each day that expires after the time specified in this Work Order.

4. Compensation and Direct Purchases. This Work Order is issued for a lump sum, not to exceed amount of **Five Hundred Twenty-Two Thousand, One Hundred Ninety-Four Dollars and 48/100 Cents. (\$522,194.48)** The attached proposal identifies all costs and expenses included in the lump sum, not to exceed amount.

The following Direct Purchases are to be made under this Work Order by the City: N/A.

5. Project Manager. The Project Manager for the Contractor is Mauro Comuzzi, phone: 561-572-2600; email: mauro@pavinglady.com; and, the Project Manager for the City is Shannon Garcia, phone: 561-586-1720; email: sgarcia@lakeworthbeachfl.gov.

6. Progress Meetings. The Contractor shall schedule periodic progress review meetings with the City Project Manager as necessary but every 30 days as a minimum.

7. Contractor's Representations. In order to induce the City to enter into this Work Order, the Contractor makes the following representations:

7.1 Contractor has familiarized itself with the nature and extent of the Contract Documents including this Work Order, work, site, locality, and all local conditions and laws and regulations that in any manner may affect cost, progress, performance or furnishing of the work.

7.2 Contractor has 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 stated work order price within the Work Order stated 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.

7.3 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 under this Work Order price, within the Work Order time and in accordance with the other terms and conditions of the Contract Documents.

7.4 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.

7.5 Contractor has given the City's Contract Administrator written notice of all conflicts, errors or discrepancies that he or she has discovered in the Contract Documents and the written resolution

thereof by City or its designee is acceptable to the Contractor.

8. Warranty. The Contractor warrants and guarantees to the City that all services and work provided under this Work Order will be in accordance with this Work Order and the other Contract Documents. The Contractor warrants that (a) all materials and parts supplied under this Work Order shall be free from defects for one (1) year from the final completion of all work (unless a longer manufacturer warranty applies); (b) all services and work performed under this Work Order will be free from defects for one (1) year from the final completion of all work and the project shall be fully operational without unreasonable downtime or failures; and (c) that the services and work will conform to the requirements of the Contract Documents. If, at any time prior to the expiration of the one (1) year warranty period, the City discovers any failure or breach of the Contractor's warranties or the Contractor discovers any failure or breach of the Contractor's warranties, the Contractor will, upon written notice from City or of its own accord, at the Contractor's sole cost and expense, promptly correct such failure or breach (which corrective action must include, without limitation, any necessary removal, disassembly, reinstallation, repair, replacement, reassembly, retesting, and/or re-inspection of any part or portion of the work and any other property damaged or affected by such failure, breach, or corrective action). The Contractor will remedy any such failure or breach so, to the extent possible, to avoid unnecessary disruptions to the operations of City or its systems. In the event the Contractor fails to initiate and diligently pursue corrective action within five (5) days of the Contractor's receipt of the City's notice or the Contractor's discovery of the same, the City may undertake such corrective action at the Contractor's expense.

9. Authorization. This Work Order is issued pursuant to the Contract for between the City of Lake Worth and the Contractor, dated May 7, 2019 ("Contract" hereafter). If there are any conflicts between the terms and conditions of this Work Order and the Contract, the terms and conditions of the Contract shall prevail.

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SIGNATURE PAGE FOLLOWS



IN WITNESS WHEREOF the parties hereto have made and executed this Work Order #11 as of the day and year set forth above.

CITY OF LAKE WORTH BEACH, FLORIDA

By: _____
Betty Resch, Mayor

ATTEST:

By: _____
Melissa Ann Coyne, City Clerk

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY:

APPROVED FOR FINANCIAL
SUFFICIENCY

By: _____
Glen J. Torcivia, City Attorney

By: _____
Yannick Ngendahayo, Financial Services Director

CONTRACTOR:

JANICE M. RILEY, INC. dba THE PAVING LADY

[Corporate Seal]

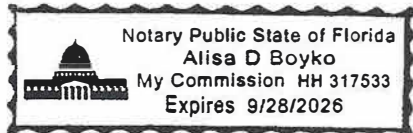
By: Mauro Comuzzi
Print Name: MAURO COMUZZI
Title: President

STATE OF Florida)
COUNTY OF Palm Beach)

THE FOREGOING instrument was acknowledged before me by means of • physical presence or • online notarization on this 13 day of September 2023, by MAURO COMUZZI, as the President [title] of Janice M. Riley, Inc. dba The Paving Lady [vendor's name], a Florida Corporation [corporate description], who is personally known to me or who has produced _____ as identification, and who did take an oath that he or she is duly authorized to execute the foregoing instrument and bind the CONTRACTOR to the same.

Alisa D Boyko
Notary Public Signature

Notary Seal:



ml

Exhibit "1"



UNIT COST PROPOSAL BASED ON IFB # 19 -109

Project: Mill-Pave-Stripe
Address: Total Combined

ITEM #	DESCRIPTION	QTY	UNIT	UNIT PRICE	TOTAL
PAVEMENT					
1	MOBILIZATION (LESS THAN 100 SY)		LS	\$ 4,500.00	\$ -
2	MOBILIZATION (OVER 100 SY)	4	LS	\$ 3,250.00	\$ 13,000.00
3	MOT - TYPE 2 BARACADES OR CONES (PER DAY)		EA	\$ 15.00	\$ -
4	MOT - SIGNAGE (PER DAY)		EA	\$ 125.00	\$ -
5	REMOVE/HAULOFF EX. PAVEMENT AND BASE (UP TO 14" DEEP)	50	SY	\$ 38.00	\$ 1,900.00
6	12" COMPACTED SUBGRADE		SY	\$ 15.00	\$ -
7	8" BASEROCK (LIMEROCK OR CR. CONC.) (PRIMED)		SY	\$ 22.00	\$ -
8	REWORK EXIST. ASPHALT BASE AND PRIME		SY	\$ 15.00	\$ -
9	1" TYPE S-3 ASPHALTIC CONCRETE	15293	SY	\$ 12.50	\$ 191,162.50
10	2" TYPE S-3 ASPHALTIC CONCRETE		SY	\$ 18.00	\$ -
11	MILL EXIST. ASPHALT 1.5" AVG. DEPTH (3/4" TO 2" DEPTH)	15293	SY	\$ 8.00	\$ 122,344.00
12	MISC. ASPHALT (TYPE S-3) OVERBUILD/LEVELING	250	TN	\$ 155.00	\$ 38,750.00
13	ASPHALT SPEED HUMP COMPLETE W/ STRIPING (PER CITY DETAIL)		EA	\$ 5,000.00	\$ -
14	ASPHALT MILLINGS F&I		TN	\$ 65.00	\$ -
15	SEALCOATING (PARKING LOT)		SY	\$ 0.89	\$ -
CONCRETE					
16	MOBILIZATION (LESS THAN 100 LF)		LS	\$ 3,000.00	\$ -
17	MOBILIZATION (OVER 100 LF)	3	LS	\$ 2,150.00	\$ 6,450.00
18	REMOVE EX. 4" CONCRETE	2650	SF	\$ 2.50	\$ 6,625.00
19	REMOVE EX. 6" CONCRETE	1195	SF	\$ 3.00	\$ 3,585.00
20	4" CONCRETE SIDEWALK (3,000 PSI)	2005	SF	\$ 7.15	\$ 14,335.75
21	6" CONCRETE SIDEWALK/ DRIVEWAY (3,000 PSI)	1195	SF	\$ 9.00	\$ 10,755.00
22	MONOLITHIC CURB AND SIDEWALK		SF	\$ 9.50	\$ -
23	REMOVE EX. CONCRETE CURBING (ALL TYPES)	4	LF	\$ 11.00	\$ 44.00
24	TYPE F CURB AND GUTTER		LF	\$ 40.00	\$ -
25	VALLEY GUTTER		LF	\$ 33.00	\$ -
26	TYPE D CURBING	10	LF	\$ 30.00	\$ 300.00
27	ADA TACTILE DOME SURFACE (YELLOW) CAST-IN-PLACE		SF	\$ 125.00	\$ -

STRIPING					
28	MOBILIZATION (LESS THAN 100 SY)		LS	\$ 1,350.00	\$ -
29	MOBILIZATION (OVER 100 SY)	3	LS	\$ 1,200.00	\$ 3,600.00
30	REMOVAL OF EX. STRIPING (GRIND OR WATERBLAST)		LF	\$ 2.35	\$ -
31	4" DOUBLE YELLOW THERMO		LF	\$ 2.25	\$ -
32	4" SINGLE YELLOW THERMO		LF	\$ 1.20	\$ -
33	4" SINGLE WHITE THERMO		LF	\$ 1.20	\$ -
34	6" DOUBLE YELLOW THERMO	520	LF	\$ 2.50	\$ 1,300.00
35	6" SINGLE YELLOW THERMO	120	LF	\$ 1.30	\$ 156.00
36	6" SINGLE WHITE THERMO	1800	LF	\$ 1.30	\$ 2,340.00
37	12" SINGLE WHITE THERMO	488	LF	\$ 3.75	\$ 1,830.00
38	18" SIGNLE WHITE THERMO		LF	\$ 4.65	\$ -
39	24" STOP BAR WHITE THERMO	15	LF	\$ 8.00	\$ 120.00
40	RPM'S	100	EA	\$ 9.00	\$ 900.00
41	BIKE LANE SYMBOL STRIPING (THERMO)		EA	\$ 525.00	\$ -
42	HANDICAP PARKING STALL COMPLETE W SIGN (PAINT)	5	EA	\$ 425.00	\$ 2,125.00
43	MISC ITEMS				
44	BAHIA SODDING (INCL. GRADING WORK)		SY	\$ 8.00	\$ -
45	FLORATAM SODDING (INCL. GRADING WORK)	65	SY	\$ 10.00	\$ 650.00
46	ADJUST EX. MANHOLE RING AND COVER		EA	\$ 650.00	\$ -
47	ADJUST EX. VALVE BOX		EA	\$ 400.00	\$ -
48	ADJUST EX. CURB INLET/ DRAINAGE INLET		EA	\$ 675.00	\$ -
49	PAVER BRICK REPAID (EXIST. BRICKS)		SF	\$ 7.50	\$ -
50	MOT Per MOB	3	EA	\$ 2,500.00	\$ 7,500.00
51	ADA Ramps including Surface Applied MATS	19	EA	\$ 1,800.00	\$ 34,200.00
52	Standard Non-Thermal Striping (Estimate)	2	LS	\$ 1,000.00	\$ 2,000.00
					\$ -
				Sub Total	\$ 465,972.25
				Contingency 10%	\$ 46,597.23
				P&P Bond	\$ 9,625.00
				TOTAL	\$ 522,194.48

STAFF REPORT REGULAR MEETING

AGENDA DATE: October 3, 2023

DEPARTMENT: City Manager

TITLE:

Discussion regarding FY 2024 Legislative Requests

SUMMARY:

Each fiscal year the city presents funding requests to the State Legislature. This will be a discussion to determine the requests to make this coming fiscal year.

BACKGROUND AND JUSTIFICATION:

Richard Pinsky of Akerman LLP serves as the City's lobbyist. He will have a presentation regarding the upcoming legislative session and provide guidance on the City's legislative submission.

The City Commission will discuss options to present to the legislature to receive funding for fiscal year 2024. The fiscal year 2024 legislative session begins in January, therefore legislative requests are due to the legislature on November 14, 2023.

MOTION:

Direction sought regarding requests to the legislature

ATTACHMENT(S):

Fiscal Impact Analysis – N/A

Presentation from Richard Pinsky (will be added before the meeting)

City of Lake Worth Beach: 2024 Legislative Session Pre-Session Briefing

Richard Pinsky

Public Policy Director

Akerman LLP

October 3, 2023

akerman

Lake Worth Beach - State Lawmakers

Representative Mike Caruso

- House District 87 (east of Dixie Hwy.)

Representative David Silvers

- House District 89 (west of Dixie Hwy.)



Senator Bobby Powell

- Senate District 24



Tallahassee Meeting Dates

Interim Committee Weeks

- October – November – December

Local Funding Request Deadline

- **November 14, 2023 (House)**

First Day of Session

- January 9, 2024
 - **Palm Beach County Day January 9th & 10th**
- **March 8th – Last day of Regular Session**

MARK YOUR
CALENDAR!



State Agency Grant Funding

Department of Environmental Protection

- Wastewater & Resiliency Grants
- FL Recreational Development Assistance Program (FRDAP)

Department of Transportation

- PB County TPA

Florida Department of Law Enforcement

- Public Safety & Awareness Open Funding Grants

Department of Economic Opportunity

- Job Growth Grant Fund

Florida Legislature

- Local Project Funding Request

Current Project Funding Requests

FDEP Resiliency & Wastewater Grants

- **9th Avenue South Pump Station - Design and Permitting**
Project Cost: \$300,000
Funding Request: \$150,000
- **Parrot Cove Flood Mitigation – Final Phase Completion**
Project Cost: \$500,000
Funding Request: \$250,000

Local Project Funding Requests

✓ Water & Infrastructure Projects

Economic Development Projects

- Job Growth (Construction & Long-Term)
- Increases Local Tax Base
- State's Return on Investment
- Regional Impact
- Public Private Partnerships

Economic Development Initiatives

1. Downtown Waterfront Areas

Increase Public Access to Water

Greater Activation Through Commercial Partnerships

2. Lake Worth Golf Course

Increase Regional Impact

Commercial Partnerships

Private Sector Investment

Types of Funding Requests

? Shovel Ready

Funds must be obligated between July 1, 2024, and June 30, 2025

? Studies

PD&E

Economic Impact

Akerman LLP
700+ Lawyers
24 Offices

akerman.com

Questions, Comments & Direction