



AGENDA
CITY OF LAKE WORTH BEACH
REGULAR CITY COMMISSION MEETING
CITY HALL COMMISSION CHAMBER
TUESDAY, SEPTEMBER 21, 2021 - 6:00 PM

ROLL CALL:

INVOCATION OR MOMENT OF SILENCE: led by Commissioner Sarah Malega

PLEDGE OF ALLEGIANCE: led by Vice Mayor Herman Robinson

AGENDA - Additions / Deletions / Reordering:

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

A. Proclamation recognizing Lake Worth Beach Tee Shirt Company's 30th Anniversary

COMMISSION LIAISON REPORTS AND COMMENTS:

PUBLIC PARTICIPATION OF NON-AGENDAED ITEMS AND CONSENT AGENDA:

APPROVAL OF MINUTES:

- A. [Work Session - August 2, 2021](#)
- B. [Regular Meeting - August 3, 2021](#)
- C. [Regular Meeting - August 17, 2021](#)
- D. [Work Session - August 19, 2021](#)
- E. [Special Meeting - August 24, 2021](#)

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

- A. [Resolution No. 63-2021 – FY 2022 – 2022 State Aid to Libraries Grant Application](#)

PUBLIC HEARINGS:

UNFINISHED BUSINESS:

- A. [Resolution No. 64-2021 -- approving the Settlement Agreement with the Federal Emergency Management Administration and its Administrator, in her official capacity \(inclusive of attorney's fees and costs\)](#)

NEW BUSINESS:

- A. [Discussion on joining the HB1 lawsuit](#)
- B. [Work Order No. 6 with Globaltech, Inc. for design-build construction services on South Booster Tank and Pump Station Improvements project](#)

- C. [Florida Municipal Power Agency Update on City of Lake Worth Beach Improvements](#)
- D. [Ordinance No. 2021-12 – First Reading -- providing authority for the issuance of taxable pension obligation bonds](#)
- E. [Joint Funding of Federal Highway Traffic Study w/ PBC Transportation Planning Agency](#)

CITY ATTORNEY'S REPORT:

CITY MANAGER'S REPORT:

UPCOMING MEETINGS AND WORK SESSIONS:

September 22 - 2nd Budget Hearing
September 24 - Special
September 28 - Electric Utility
October 5 - Regular

[Draft Agenda - October 5, 2021](#)

ADJOURNMENT:

The City Commission has adopted Rules of Decorum for Citizen Participation (See Resolution No. 25-2021). 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)

**MINUTES
CITY OF LAKE WORTH BEACH
CITY COMMISSION WORK SESSION - ELECTRIC RATES
CITY HALL COMMISSION CHAMBER
MONDAY AUGUST 2, 2021 - 5:00 PM**

The meeting was called to order by Mayor Resch on the above date at 5:00 PM in the City Commission Chamber located at City Hall, 7 North Dixie Highway, Lake Worth Beach, Florida.

ROLL CALL: (0:01) Present were Mayor Betty Resch; Vice Mayor Herman Robinson and Commissioners Sarah Malega and Kimberly Stokes. Also present were Interim City Manager Juan Ruiz, and City Clerk Melissa Ann Coyne (via Zoom). Christopher McVoy was absent.

PLEDGE OF ALLEGIANCE: (0:25) led by Commissioner Kimberly Stokes

UPDATES / FUTURE ACTION / DIRECTION (0:47)

A. Pension Presentation

ADJOURNMENT: (1:54:31)

The meeting adjourned at 6:55 PM.

Betty Resch, Mayor

ATTEST:

Melissa Ann Coyne, City Clerk

Minutes Approved: September 21, 2021

Item time stamps refer to the recording of the meeting which is available on YouTube.

**MINUTES
CITY OF LAKE WORTH BEACH
REGULAR MEETING OF THE CITY COMMISSION
CITY HALL COMMISSION CHAMBER
TUESDAY, AUGUST 3, 2021 - 6:00 PM**

The meeting was called to order by Mayor Resch on the above date at 6:02 PM in the City Commission Chamber located at City Hall, 7 North Dixie Highway, Lake Worth Beach, Florida.

ROLL CALL: (0:02) Present were Mayor Betty Resch; Vice Mayor Herman Robinson and Commissioners Sarah Malega, Christopher McVoy (via Zoom) and Kimberly Stokes. Also present were Interim City Manager Juan Ruiz, City Attorney Glen Torcivia and City Clerk Melissa Ann Coyne (via Zoom).

INVOCATION OR MOMENT OF SILENCE: (0:18) led by Mayor Betty Resch.

PLEDGE OF ALLEGIANCE: (0:47) led by Vice Mayor Herman Robinson.

AGENDA - Additions/Deletions/Reordering: (1:03)

There were no changes to the agenda.

PRESENTATIONS: (1:14) (there is no public comment on Presentation items)

A. Presentation by Tequisha Myles, Supervising Attorney of the Elder Law Project at the Legal Aid Society of PBC, Inc.

AGENDA - Additions/Deletions/Reordering: (21:33))

Unfinished Business B was reordered to follow the Presentation A.

Action: Motion made by Vice Mayor Robinson and seconded by Commissioner Malega to approve the agenda as amended.

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

UNFINISHED BUSINESS: (21:53)

B. (reordered from Unfinished Business) Approving the not to exceed \$50,000 use from American Rescue Plan Act of 2021 Coronavirus State and Local Fiscal Recovery Funds to support a partnership for eviction prevention legal representation and services for Lake Worth Beach residents

Action: Motion made by Commissioner Malega and seconded by Commissioner McVoy to approve the not to exceed \$50,000 use from American Rescue Plan Act of 2021 Coronavirus State and Local Fiscal Recovery Funds to support a partnership for eviction prevention legal representation and services for Lake Worth Beach residents.

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

PRESENTATIONS: (41:06)

B. Quarterly Presentation by the CRA requested by Vice Mayor Robinson (41:12)

C. Presentation by Sam Goodstein, on behalf of the Library Advisory Board (1:10:51)

D. Presentation of Certificate of Completion of the Florida League of City's (FLC) Institute for Elected Municipal Officials (IEMO) to Mayor Betty Resch (1:19:13)

COMMISSION LIAISON REPORTS AND COMMENTS: (1:20:16)

PUBLIC PARTICIPATION OF NON-AGENDAED ITEMS AND CONSENT AGENDA: (1:29:21)

AGENDA - Additions/Deletions/Reordering: (1:52:49)

Consent Agenda D was moved to New Business G.

Action: Motion made by Commissioner Stokes and seconded by Commissioner Malega to approve the agenda as amended.

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

APPROVAL OF MINUTES: (1:55:15)

Action: Motion made by Commissioner Malega and seconded by Commissioner McVoy to approve the following minutes:

A. Special Meeting #1 - May 25, 2021

B. Special Meeting #2 - May 25, 2021

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

CONSENT AGENDA: (1:55:25) (public comment allowed during Public Participation of Non-Agendaed items)

Action: Motion made by Commissioner McVoy and seconded by Commissioner Stokes to approve the Consent Agenda.

- A. Resolution No. 44-2021 -- authorizing the submission of a proposal to the Florida Department of Environmental Protection for the development of a Stormwater Resiliency Master Plan for the Lake Worth Beach municipal golf course
- B. Resolution No. 45-2021 – Authorizing the execution of a Quitclaim Deed in favor of the Florida Department of Transportation for the I-95 at 6th Avenue South Interchange roadway project
- C. Resolution No. 46-2021 – authorizing City of Lake Worth Beach to join with the State of Florida and other local governmental units as a participant in the Florida Memorandum of Understanding and Formal Agreements implementing a Unified Plan
- D. (moved to New Business G) Agreement with Priority Towing for City-wide Vehicle Towing and Storage
- E. Release and Vacation of Easements located at 4090 Coconut Road in Palm Beach County, Florida

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

PUBLIC HEARINGS: (1:55:37)

- A. Ordinance No. 2021-10 – Second Reading – amending Chapter 23 “Land Development Regulations” regarding changes to floodplain management standards for manufactured homes as required by FEMA (1:55:39)

City Attorney Torcivia to read the ordinance by title only.

ORDINANCE 2021-10 - AN ORDINANCE BY THE CITY COMMISSION OF THE CITY OF LAKE WORTH BEACH AMENDING CHAPTER 23 OF THE LAKE WORTH BEACH CODE OF ORDINANCES RELATED TO FLOODPLAIN MANAGEMENT STANDARDS FOR MANUFACTURED HOMES AND PROVIDING FOR IDENTICAL ELEVATION STANDARDS; PROVIDING FOR APPLICABILITY, SEVERABILITY, CONFLICTS, CODIFICATION, AND AN EFFECTIVE DATE

Action: Motion made by Commissioner McVoy and seconded by Commissioner Malega to approve Ordinance No. 2021-10 amending Chapter 23 “Land Development Regulations” regarding changes to floodplain management standards for manufactured homes as required by FEMA.

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

- B. Ordinance No. 2021-05 – Second Reading – amending the Future Land Use Map from the future land use designation of Mixed Use – East (MU-E) to Public Recreation Open Space (PROS) for the property 32 South B Street (1:56:22)

City Attorney Torcivia read the ordinance by title only.

ORDINANCE NO. 2021-05 OF THE CITY OF LAKE WORTH BEACH, FLORIDA, AMENDING THE CITY'S COMPREHENSIVE PLAN FUTURE LAND USE MAP THROUGH A SMALL SCALE MAP AMENDMENT FROM THE FUTURE LAND USE (FLU) DESIGNATION OF MIXED USE EAST (MU-E) TO THE FLU DESIGNATION OF PUBLIC RECREATION AND OPEN SPACE (PROS) ON PROPERTY LOCATED AT 32 SOUTH B STREET AND MORE FULLY DESCRIBED IN EXHIBIT A; PROVIDING THAT CONFLICTING ORDINANCES ARE REPEALED; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE

Action: Motion made by Commissioner McVoy and seconded by Commissioner Malega to approve Ordinance No. 2021-05 amending the Future Land Use Map from the future land use designation of Mixed Use – East (MU-E) to Public Recreation Open Space (PROS) for the property 32 South B Street.

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

C. Ordinance No. 2021-06 – Second Reading – amending the City's Official Zoning Map from the zoning district of Single Family Residential (SFR) to Public Recreation and Open Space (PROS) for the property 32 South B Street (1:57:27)

City Attorney Torcivia read the ordinance by title only.

ORDINANCE NO. 2021-06 OF THE CITY OF LAKE WORTH BEACH, FLORIDA, AMENDING THE CITY'S OFFICIAL ZONING MAP FROM THE ZONING DISTRICT OF SINGLE FAMILY RESIDENTIAL (SFR) TO PUBLIC RECREATION AND OPEN SPACE (PROS) FOR THE PROPERTY 32 SOUTH B STREET, AS MORE PARTICULARLY DESCRIBED IN EXHIBIT A; AND PROVIDED FOR SEVERABILITY, CONFLICTS AND AN EFFECTIVE DATE

Action: Motion made by Commissioner Malega and seconded by Commissioner McVoy to approve Ordinance No. 2021-06 amending the City's Official Zoning Map from the zoning district of Single Family Residential (SFR) to Public Recreation and Open Space (PROS) for the property 32 South B Street.

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

UNFINISHED BUSINESS: (1:58:22)

A. Follow up Beach Complex Public Private Partnership (1:58:27)

Action: Direction was given to move forward with an Invitation for Bid (IFB) to obtain information regarding the cost to reopen the pool.

- B. (reordered to follow Presentation A) Approving the not to exceed \$50,000 use from American Rescue Plan Act of 2021 Coronavirus State and Local Fiscal Recovery Funds to support a partnership for eviction prevention legal representation and services for Lake Worth Beach residents

NEW BUSINESS: (2:38:00)

- A. Authorize Emergency Pump Parts and Repair with PSI Technologies, Inc. for Pump 101 at the Regional Wastewater Master Pump Station (2:38:08)

Action: Motion made by Commissioner McVoy and seconded by Vice Mayor Robinson to approve the authorization of Emergency Pump Parts and Repair with PSI Technologies, Inc. for Pump 101 at the Regional Wastewater Master Pump Station.

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

- B. Eleventh Addendum to the Law Enforcement Service Agreement (LESA) (2:39:49)

Action: Motion made by Commissioner Malega and seconded by Vice Mayor Robinson to approve the Eleventh Addendum to the Law Enforcement Service Agreement (LESA).

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

- C. Resolution No. 47-2021 – FY 2021 Justice Assistance Grant Application (2:55:12)

Action: Motion made by Commissioner Malega and seconded by Commissioner McVoy to approve Resolution No. 47-2021 – FY 2021 Justice Assistance Grant Application.

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

- D. Resolution No. 48-2021 -- approving and authorizing the submission of a change of project scope for Coronavirus Emergency Supplemental Funding award to implement a pilot program of informational kiosks (2:59:50)

Action: Motion made by Commissioner Malega and seconded by Vice Mayor Robinson to approve Resolution No. 48-2021 -- approving and authorizing the submission of a change of project scope for Coronavirus Emergency Supplemental Funding award to implement a pilot program of informational kiosks.

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

- E. Resolution No. 50-2021 - Resilient Florida Grant Program Proposal for Eden Place (3:00:08)

Action: Motion made by Vice Mayor Robinson and seconded by Commissioner McVoy to approve Resolution No. 50-2021 - Resilient Florida Grant Program Proposal for Eden Place.

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

F. Resolution No. 51-2021 Resilient Florida Grant Program Proposal for South Palm Park (3:01:20)

Action: Motion made by Vice Mayor Robinson and seconded by Commissioner Malega to approve Resolution No. 51-2021 Resilient Florida Grant Program Proposal for South Palm Park.

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

G. (moved from Consent Agenda D) Agreement with Priority Towing for City-wide Vehicle Towing and Storage (3:02:02)

Action: Motion made by Commissioner Malega and seconded by Commissioner McVoy to approve the Agreement with Priority Towing for City-wide Vehicle Towing and Storage for a term of one year to be renegotiated next year.

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

CITY ATTORNEY'S REPORT:

City Attorney Torcivia did not provide a report.

CITY MANAGER'S REPORT: (3:30:44)

Interim City Manager Ruiz provided the following report:

- Requested revisiting the order of the agenda to allow for staff presentations to be earlier in the meetings and work with the City Attorneys to bring an idea to the one on one meetings; a revised resolution would be brought forward if there were consensus.

Action: Consensus to schedule pre-agenda meetings to discuss potential upcoming agenda items

UPCOMING MEETINGS AND WORK SESSIONS:

August 16 - budget work session

August 17 - regular

August 31 - electric utility

Draft Agenda - August 17, 2021

ADJOURNMENT: (3:52:20)

Action: Motion made by Commissioner Malega and seconded by Commissioner Stokes to adjourn the meeting at 9:56 PM.

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

Betty Resch, Mayor

ATTEST:

Melissa Ann Coyne, City Clerk

Minutes Approved: September 21, 2021

Time stamps refer to video of the meeting available on YouTube.

**MINUTES
CITY OF LAKE WORTH BEACH
REGULAR CITY COMMISSION MEETING
CITY HALL COMMISSION CHAMBER
TUESDAY, AUGUST 17, 2021 - 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: (0:24) Present were Mayor Betty Resch (via Zoom); Vice Mayor Herman Robinson and Commissioners Sarah Malega, Christopher McVoy and Kimberly Stokes. Also present were Interim City Manager Juan Ruiz, City Attorney Christy L. Goddeau and City Clerk Melissa Ann Coyne.

INVOCATION OR MOMENT OF SILENCE: (0:50) led by Commissioner Kimberly Stokes.

PLEDGE OF ALLEGIANCE: (1:36) led by Commissioner Sarah Malega.

AGENDA - Additions/Deletions/Reordering: (1:53)

A proclamation for Women's Equality Day was added to the agenda as Presentation D. New Business A, Ordinance No. 2021-11 – amending the candidate qualifying period was reordered to follow Presentation A and Resolution No. 52-2021 – Adoption of the 2021 Lake Worth Lagoon Management Plan was ordered to immediately follow Presentation B. Consent Agenda A was deleted and moved to the first meeting in September.

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

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

PRESENTATIONS: (3:44) there is no public comment on Presentation items)

A. Election Presentation by Wendy Sartory Link, PBC Supervisor of Elections

NEW BUSINESS: (28:23)

A. (reordered) Ordinance No. 2021-11 – First Reading – amending the candidate qualifying period

City Attorney Goddeau read the ordinance by title only.

ORDINANCE NO. 2021-11 OF THE CITY OF LAKE WORTH BEACH, FLORIDA,
AMENDING SECTION 2-14.1 OF CHAPTER 2 OF THE CODE OF ORDINANCES
REGARDING CANDIDATE QUALIFYING PERIOD; PROVIDING FOR

SEVERABILITY, CONFLICTS, CODIFICATION AND AN EFFECTIVE DATE

Action: Motion made by Commissioner McVoy and seconded by Commissioner Malega to approve Ordinance No. 2021-11 on first reading and set the second reading and public hearing for September 9, 2021.

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

PRESENTATIONS: (33:38)

B. Lake Worth Lagoon Management Plan Presentation by Palm Beach County Environmental Resources Management

NEW BUSINESS: (50:27)

B. (reordered) Resolution No. 52-2021 – Adoption of the 2021 Lake Worth Lagoon Management Plan

City Attorney Goddeau did not read the resolution.

RESOLUTION NO. 52-2021 OF THE CITY OF LAKE WORTH BEACH, FLORIDA, AUTHORIZING THE CITY’S SUPPORT OF THE 2021 LAKE WORTH LAGOON MANAGEMENT PLAN; PROVIDING FOR AN EFFECTIVE DATE AND FOR OTHER PURPOSES

Action: Motion made by Commissioner McVoy and seconded by Commissioner Stokes to approve Resolution No. 52-2021 – Adoption of the 2021 Lake Worth Lagoon Management Plan.

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

PRESENTATIONS: (51:43)

C. Presentation by Valentina Sustaita, Assistant Finance Director-Purchasing, regarding Procurement Procedure (51:45)

D. (added) Proclamation commemorating Women’s Equality Day (1:11:35)

(moved to end of the meeting) **COMMISSION LIAISON REPORTS AND COMMENTS:**

PUBLIC PARTICIPATION OF NON-AGENDAED ITEMS AND CONSENT AGENDA: (1:14:13)

APPROVAL OF MINUTES: (1:17:43)

Action: Motion made by Vice Mayor Robinson and seconded by Commissioner Malega to approve the following minutes:

- A. Regular Meeting - June 1, 2021
- B. Budget Work Session #1 - June 3, 2021
- C. Special Meeting - June 15, 2021
- D. Regular Meeting - June 15, 2021
- E. Special Meeting - June 29, 2021
- F. Budget Work Session #2 - June 30, 2021

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

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

- A. (deleted) Ratification of the agreement with the Legal Aid Society of PBC, Inc. for legal aid eviction support to benefit of Lake Worth Beach residents

PUBLIC HEARINGS: (1:18:44)

- A. Ordinance No. 2021-04 – Second Reading – possible Quasi-judicial – amending the Official Zoning Map by approving the creation of a Mixed Use Planned Development (Deco Green Apartments) located at 1715 North Dixie Highway (1:18:49)

City Attorney Goddeau read the ordinance by title only.

ORDINANCE NO. 2021-04 – AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF LAKE WORTH BEACH, FLORIDA, AMENDING THE OFFICIAL ZONING MAP BY APPROVING THE CREATION OF A MIXED USE URBAN PLANNED DEVELOPMENT DISTRICT, LOCATED AT 1715 NORTH DIXIE HIGHWAY CONSISTING OF APPROXIMATELY 2.29 ACRES AS MORE PARTICULARLY DESCRIBED IN EXHIBIT A, LOCATED WITHIN THE MIXED USE – DIXIE HIGHWAY (MU-DH) ZONING DISTRICT WITH A FUTURE LAND USE DESIGNATION OF MIXED USE – EAST (MU-E) SUBJECT TO SPECIFIC DEVELOPMENT STANDARDS SET FORTH IN EXHIBIT B AND CONDITIONS OF APPROVAL SET FORTH IN EXHIBIT C; APPROVING A DEVELOPMENT OF SIGNIFICANT IMPACT; APPROVING A CONDITIONAL USE PERMIT; APPROVING DENSITY AND HEIGHT BONUS INCENTIVES THROUGH THE CITY’S SUSTAINABLE BONUS INCENTIVE PROGRAM; APPROVING THE TRANSFER OF DEVELOPMENT RIGHTS TO OBTAIN AN ADDITIONAL 10 UNITS PER ACRE; APPROVING A MAJOR SITE PLAN FOR THE CONSTRUCTION OF A 127-UNIT MIXED USE URBAN PLANNED DEVELOPMENT; PROVIDED FOR SEVERABILITY, CONFLICTS AND AN EFFECTIVE DATE

Action: Motion made by Vice Mayor Robinson and seconded Commissioner Malega to approve Ordinance No. 2021-04 amending the Official Zoning Map by approving the creation of a Mixed Use Planned Development (Deco Green Apartments) located at 1715 North Dixie Highway.

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

UNFINISHED BUSINESS:

There were no Unfinished Business items on the agenda.

NEW BUSINESS: (2:39:12)

- A. (reordered to follow Presentation A) Ordinance No. 2021-11 – First Reading – amending the candidate qualifying period
- B. (reordered to follow Presentation B) Resolution No. 52-2021 – Adoption of the 2021 Lake Worth Lagoon Management Plan
- C. Resolution No. 53-2021 - authorizing the submission of an application for funding assistance under the Lake Worth Lagoon Initiative (2:39:55)

City Attorney Goddeau did not read the resolution.

RESOLUTION NO. 53-2021 OF THE CITY OF LAKE WORTH BEACH, FLORIDA, AUTHORIZING THE SUBMISSION OF AN APPLICATION TO PALM BEACH COUNTY TO REQUEST STATE OF FLORIDA LEGISLATIVE FUNDING IN THE AMOUNT OF \$250,000 UNDER THE LAKE WORTH LAGOON INITIATIVE PROGRAM FOR THE WELLESLEY DRIVE AND 18TH AVNEUE NORTH LAGOON ENHANCEMENT PROJECT; AUTHORIZING THE DESIGNATION OF THE MAYOR OR A CITY COMMISSIONER TO REPRESENT THE CITY BY ATTENDING AND PRESENTING SUPPORT OF THIS PROJECT AT THE LAKE WORTH LAGOON INITIATIVE SELECTION COMMITTEE APPLICANT PRESENTATIONS; PROVIDING FOR AN EFFECTIVE DATE; AND FOR OTHER PURPOSES

Action: Motion made by Commissioner McVoy and seconded by Commissioner Malega to approve Resolution No. 53-2021 - authorizing the submission of an application for funding assistance under the Lake Worth Lagoon Initiative.

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

- D. Resolution No. 54-2021 – FY 2021-2022 CDBG Agreement for Memorial Park (2:44:31)

City Attorney Goddeau did not read the resolution.

RESOLUTION NO. 54-2021 OF THE CITY OF LAKE WORTH BEACH, FLORIDA, APPROVING THE AGREEMENT BETWEEN PALM BEACH COUNTY AND THE CITY IN THE AMOUNT OF \$274,506 IN FISCAL YEAR 2021-2022 CONNUNITY DEVELOPMENT BLOCK GRANTFUNDS FOR IMPROVEMENTS TO BE MADE IN MEMORIAL PARK; AUTHORIZING THE MAYOR TO EXECUTE THE AGREEMENT AND ALL RELATED DOCUMENTS; PROVIDING FOR AN EFFECTIVE DATE; AND FOR OTHER PURPOSES

Action: Motion made by Commissioner Stokes and seconded by Commissioner McVoy to approve Resolution No. 54-2021 – FY 2021-2022 CDBG Agreement for Memorial Park.

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

- E. Resolution No. 55-2021 -- authorizing the submission of an application for funding under the Florida Recreation Development Assistance Program for the Phase 1 of the replacement of playground equipment in South Bryant Park (2:49:15)

City Attorney Goddeau did not read the resolution.

RESOLUTION NO. 55-2021 OF THE CITY OF LAKE WORTH BEACH, FLORIDA, AUTHORIZING THE SUBMISSION OF AN APPLICATION TO THE FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION, OFFICE OF OPERATIONS, LAND AND RECREATION GRANTS FOR GRANT FUNDS IN THE AMOUNT OF \$50,000 PROVIDED THROUGH THE FLORIDA RECREATION DEVELOPMENT ASSISTANCE PROGRAM; PROVIDING FOR AN EFFECTIVE DATE; AND FOR OTHER PURPOSES

Action: Motion made by Vice Mayor Robinson and seconded by Commissioner Stokes to approve Resolution No. 55-2021 -- authorizing the submission of an application for funding under the Florida Recreation Development Assistance Program for the Phase 1 of the replacement of playground equipment in South Bryant Park.

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

- F. Work Order #7 with the Paving Lady (2:52:12)

Action: Motion made by Vice Mayor Robinson and seconded by Commissioner Malega to approve Work Order #7 with the Paving Lady.

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

- G. Agreement with BrightView Maintenance, Inc. for golf course maintenance services for the Lake Worth Beach Golf Club (2:56:41)

Action: Motion made by Vice Mayor Robinson and seconded by Commissioner Stokes to approve the Agreement with BrightView Maintenance, Inc. for golf course maintenance services for the Lake Worth Beach Golf Club.

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

- H. Discussion regarding updating the City's Procurement Code (2:58:10)

- I. Ratification of First Amendment to Work Order No. 2 with Service Electric Company for additional construction services for the 138kV Transmission Static Line Project (3:07:26)

Action: Motion made by Commissioner Malega and seconded by Commissioner McVoy to approve the Ratification of First Amendment to Work Order No. 2 with Service Electric Company for additional construction services for the 138kV Transmission Static Line Project.

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

- J. Discussion regarding candidates for City Manager (3:11:12)

CITY ATTORNEY'S REPORT: (3:45:43)

City Attorney Goddeau requested an attorney client session for advice from the Lake Worth Beach City Commission concerning pending litigation, specifically regarding settlement negotiations and strategy related to litigation expenditures in the 15th Judicial Circuit of Palm Beach County cases of: Umdasch Real Estate USA Ltd Corp v. City of Lake Worth Beach Florida, Case Number: 2021-Ca-007798 and Umdasch Real Estate USA, Ltd. Corp. v. City of Lake Worth Beach Florida, Case Number: 2021-Ca-007649 and requested an attorney-client session to be scheduled for August 31, 2021, at 5:00 p.m. The estimated length of the attorney-client session would be approximately one hour and be attended by the members of the City Commission; Mayor Betty Resch, Vice Mayor Herman Robinson, Commissioners Sarah Malega, Christopher McVoy and Kim Stokes; and Interim City Manager Juan Ruiz; Assistant City Attorney, Christy Goddeau; and outside counsel Carlos De Zayas. A certified court reporter would be present to ensure that the session was fully transcribed and the transcript would be made public upon the conclusion of the above-cited, ongoing litigation.

CITY MANAGER'S REPORT: (3:48:18)

Interim City Manager Ruiz provided the following report:

- Reported that PBC declared a State of Emergency due to the rise in COVID cases.
- Announced that the work session on Thursday, August 19 would be closed to the public due to the rise in COVID cases; the meeting would be livestreamed on YouTube and public comment could be submitted on the website to be read by the City Clerk or by the individual.
- Requested that the commission reshare the city's information and not share the zoom link which was for internal use only.

(skipped) **COMMISSION LIAISON REPORTS AND COMMENTS:**

UPCOMING MEETINGS AND WORK SESSIONS:

August 19 - Work Session

August 30 - Budget Work Session #4

August 31 - Electric Utility

September 7 – Regular

Draft Agenda - September 7, 2021

ADJOURNMENT: (3:54:30)

Action: Motion made by Commissioner Malega and seconded by Commissioner McVoy to adjourn the meeting at 9:57 PM.

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

Betty Resch, Mayor

ATTEST:

Melissa Ann Coyne, City Clerk

Minutes Approved: September 21, 2021

Item time stamps refer to the recording of the meeting which is available on YouTube.

**MINUTES
CITY OF LAKE WORTH BEACH
CITY COMMISSION WORK SESSION – GULFSTREAM HOTEL
CITY HALL COMMISSION CHAMBER
THURSDAY, AUGUST 19, 2021 - 6:00 PM**

The meeting was called to order by Mayor Resch on the above date at 6:08 PM in the City Commission Chamber located at City Hall, 7 North Dixie Highway, Lake Worth Beach, Florida.

ROLL CALL: (0:14) Present were Mayor Betty Resch (via Zoom); Vice Mayor Herman Robinson and Commissioners Sarah Malega, Christopher McVoy and Kimberly Stokes. Also present were Interim City Manager Juan Ruiz, and City Clerk Melissa Ann Coyne.

PLEDGE OF ALLEGIANCE: (0:53) led by Commissioner Christopher McVoy.

UPDATES / FUTURE ACTION / DIRECTION (4:00)

A. Discussion of Gulfstream Hotel Project and Golfview Road Parking Options

Mayor Resch passed the gavel to Vice Mayor Robinson and left the meeting.

Action: Consensus was to post the comments on line rather than have them read by the City Clerk.

ADJOURNMENT: (2:32:12)

The meeting adjourned at 8:41 PM.

Betty Resch, Mayor

ATTEST:

Melissa Ann Coyne, City Clerk

Minutes Approved: September 21, 2021

Item time stamps refer to the recording of the meeting which is available on YouTube.

**MINUTES
CITY OF LAKE WORTH BEACH
SPECIAL CITY COMMISSION MEETING
CITY HALL COMMISSION CHAMBER
TUESDAY, AUGUST 24, 2021 - 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: (0:03) Present were Mayor Betty Resch (via Zoom); Vice Mayor Robinson and Commissioners Sarah Malega, Christopher McVoy and Kimberly Stokes. Also present were Interim City Manager Juan Ruiz, City Attorney Christy L. Goddeau and City Clerk Melissa Ann Coyne.

PLEDGE OF ALLEGIANCE: (0:33) led by Commissioner Kimberly Stokes.

NEW BUSINESS: (0:51)

A. Discussion to short list the candidates for the City Manager position

Action: Consensus was to interview Thaddeus Cohen, Carmen Davis, Willie Hopkins, Thomas Hutka and Ramon Trias; an alternate would be discussed in the future if necessary.

ADJOURNMENT: (58:08)

Action: Motion made by Vice Mayor Robinson and seconded by Commissioner Stokes at 6:59 PM.

Vote: AYES: Mayor Betty Resch, Vice Mayor Herman Robinson, Commissioners Sarah Malega, Christopher McVoy and Kimberly Stokes. NAYS: None.

Betty Resch, Mayor

ATTEST:

Melissa Ann Coyne, City Clerk

Minutes Approved: September 21, 2021

Item time stamps refer to the recording of the meeting which is available on YouTube.

EXECUTIVE BRIEF REGULAR MEETING

AGENDA DATE: September 21, 2021

DEPARTMENT: Leisure Services

TITLE:

Resolution No. 63-2021 – FY 2022 – 2022 State Aid to Libraries Grant Application

SUMMARY:

The resolution approves the submission of an application for funding assistance in the estimated amount of \$7,974 to supplement the operating budget of the City's public library under the Fiscal Year 2021-2022 State Aid to Libraries grant program. The resolution also authorizes the Mayor to execute the Agreement 22-ST-59 between the Florida Department of State, Division of Library and Information Services and the City that sets forth the terms and conditions for this funding. The resolution further approves and authorizes the Mayor to execute the Fiscal Year 2021-2022 Annual Plan of Service and the approved Fiscal Year 2022 Operating Budget, and authorizes the certification of the Long Range Plan Fiscal Years 2020-2025 and the Fiscal Year 2020 Expenditure Summary for the City's public library..

BACKGROUND AND JUSTIFICATION:

The City of Lake Worth has recently been notified by the Florida Department of State, Division of Library and Information Services that it is eligible for a formula allocation of an estimated \$7,974 under the State Aid to Libraries Program to assist with the operation and maintenance of its public library for Fiscal Year 2021-2022. These funds cannot supplant existing local funds budgeted for the operation of the City's public library during this period. As an eligibility requirement, the City must have a single administrative head employed on a full-time basis with the responsibility of management and coordination of the operations of the library. The library must provide its services free to the public.

Resolution No. 63- 2021 approves the submission of the application for this funding and authorizes the Mayor to execute the Agreement 22-ST-59 with the Florida Department of State, Division of Library and Information Services on behalf of the City as part of the application process. The agreement sets forth the terms and conditions for the use of this funding and certifies the expenditure of local funds under a single administrative head for the operation and maintenance of its public library during the previous fiscal year.

The resolution further approves and authorizes the Mayor to execute the City's Fiscal Year 2021-2022 Annual Plan of Service and the approved Fiscal Year 2022 Operating Budget, and authorizes the certification of the Long Range Plan for Fiscal Years 2020-2025, the Certification of Hours, Free Library Service and Access to Materials form, and the Fiscal Year 2020 Expenditures Summary for the City's public library..

MOTION:

Move to approve/disapprove Resolution No. 63-2021 approving submission of the application for funding assistance and authorizing the Mayor to execute the State Aid to Libraries Grant Agreement 22-ST-59, the Fiscal Year 2021-2022 Annual Plan of Service, the Certification of

Hours, Free Library Services and Access to Materials form, and adoption of the Fiscal Year 2022 Operating Budget, and authorizes the certification of the Long Range Plan for Fiscal Years 2020-2025 and Fiscal Year 2020 Expenditures Summary for the City's public library.

ATTACHMENT(S):

- Fiscal Impact Analysis
- Resolution 63-2021
- FY 2021-2022 State Aid to Libraries Agreement
- FY 2021-2022 Annual Plan of Service
- FY 2020-2025 Long Range Plan
- Certification of Hours, Free Library Service and Access to Materials Form
- FY 2022 Operating Budget Adoption
- FY 2020 Expenditures Summary
- State Aid to Libraries Document Certification

FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2021	2022	2023	2024	2025
Capital Expenditures	0	0	0	0	0
Operating Expenditures	0	7,974	0	0	0
External Revenues	0	7,974	0	0	0
Program Income	0	0	0	0	0
In-kind Match	0	0	0	0	0
 Net Fiscal Impact	 0	 0	 0	 0	 0
 No. of Addn'l Full-Time Employee Positions	 0	 0	 0	 0	 0

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

Leisure Services FY 2021-2022 State Aid to Libraries

Account Number	Account Description	Project Number	Agenda Expenditure
180-9720-5721-52.00	Operating Expenses	TBD	\$7,974

1
2
3
4 RESOLUTION NO. 63-2021 OF THE CITY OF LAKE WORTH BEACH,
5 FLORIDA, APPROVING THE SUBMISSION OF AN APPLICATION FOR
6 FUNDING UNDER THE FISCAL YEAR 2021-2022 STATE AID TO
7 LIBRARIES GRANT PROGRAM; AUTHORIZING THE MAYOR TO
8 EXECUTE THE AGREEMENT 22-ST-59 BETWEEN THE FLORIDA
9 DEPARTMENT OF STATE, DIVISION OF LIBRARY AND INFORMATION
10 SERVICES AND THE CITY FOR GRANT FUNDS IN THE ESTIMATED
11 AMOUNT OF \$7,974 PROVIDED THROUGH THE FISCAL YEAR 2021-
12 2022 STATE AID TO LIBRARIES PROGRAM; APPROVING AND
13 AUTHORIZING THE MAYOR TO EXECUTE THE ANNUAL PLAN OF
14 SERVICE FOR FISCAL YEAR 2021-2022, THE CERTIFICATION OF
15 HOURS, FREE LIBRARY SERVICES AND PUBLIC ACCESS TO
16 MATERIALS FORM, AND ADOPTION OF THE FISCAL YEAR 2022
17 OPERATING BUDGET; AUTHORIZING CERTIFICATION OF THE LONG
18 RANGE PLAN FOR FISCAL YEARS 2020-2025, AND THE FISCAL YEAR
19 2020 EXPENDITURES SUMMARY FOR THE CITY'S PUBLIC LIBRARY;
20 PROVIDING FOR AN EFFECTIVE DATE; AND FOR OTHER PURPOSES
21

22 WHEREAS, the State Aid to Libraries Program ("Program") is administered by the
23 Florida Department of State, Division of Library and Information Services ("Division") for
24 the purpose of supplementing the operating budgets of eligible public libraries to
25 encourage the development and provision of free public library service; and
26

27 WHEREAS, Program funding allocations for a given fiscal year are determined by
28 statutory formula based on the expenditure of local funds by eligible grantees for the
29 maintenance and operation of their public libraries during the preceding fiscal year; and
30

31 WHEREAS, grant funds are made available to eligible grantees under the Program
32 to supplement the operating budgets of eligible libraries in order to assist in maintaining
33 and developing vital services for the public; and
34

35 WHEREAS, the City of Lake Worth Beach ("City") meets the basic eligibility
36 requirements to receive a formula allocation in Program funding to supplement the
37 operating budget of its Public Library for Fiscal Year 2021-2022; and
38

39 WHEREAS, the City is not required to provide a matching cost share for these
40 Program funds; and
41

42 WHEREAS, the Division and the City both desire to enter into a grant agreement
43 22-ST-59 that sets forth the terms and conditions for the use of these Program funds; and
44

45 WHEREAS, the City is required to submit its approved Annual Plan of Service for
46 2021-2022, the Certification of Hours, Free Library Services and Access to Materials form

47 and the adoption of the Fiscal Year 2022 Operating Budget with the grant agreement;
48 and

49
50 WHEREAS, the City is required to submit certification of the approved Long Range
51 Plan for Fiscal Years 2020-2025, and the Fiscal Year 2020 Expenditures Summary for
52 the City's Public Library with the grant agreement.

53
54 NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF LAKE
55 WORTH BEACH, FLORIDA, that:

56
57 SECTION 1: The City Commission of the City of Lake Worth Beach, Florida, hereby
58 approves and authorizes the Mayor to execute the Grant Agreement 22-ST-59 between
59 the Florida Department of State, Division of Library and Information Services and the City
60 for grant funds made available through the Fiscal Year 2021-2022 State Aid to Libraries
61 Program to assist with the operation of the Lake Worth Beach Public Library.

62
63 SECTION 2: The City Commission of the City of Lake Worth Beach, Florida, hereby
64 authorizes the Mayor to execute the Fiscal Year 2021-2022 Annual Plan of Service, the
65 Certification of Hours, Free Library Services and Access to Materials form, and adoption
66 of the Fiscal Year 2022 Operating Budget for submission to the Florida Department of
67 State, Division of Library and Information Services.

68
69 SECTION 3. The City Commission of the City of Lake Worth Beach, Florida, hereby
70 authorizes the certification of the Long Range Plan Fiscal Years 2020-2025, and the
71 Fiscal Year 2020 Expenditures Summary for the Lake Worth Beach Public Library for
72 submission to the Florida Department of State, Division of Library and Information
73 Services.

74
75 SECTION 4. The City Commission of the City of Lake Worth Beach, Florida, hereby
76 authorizes the acceptance of these funds, if awarded, for this purpose.

77
78 SECTION 5: Upon execution of the resolution, one copy shall be forwarded to the Leisure
79 Services Department Director. The fully executed original shall be maintained by the City
80 Clerk as a public record of the City

81
82 SECTION 6: This resolution shall become effective upon adoption.

83
84 The passage of this resolution was moved by Commissioner _____,
85 seconded by Commissioner _____, and upon being put to a vote, the vote
86 was as follows:

87 Mayor Betty Resch
88 Vice Mayor Herman Robinson
89 Commissioner Sarah Malega
90 Commissioner Christopher McVoy

91 Commissioner Kimberly Stokes

92

93 The Mayor thereupon declared this resolution duly passed and adopted on the
94 _____ day of _____, 2021.

95

LAKE WORTH BEACH CITY COMMISSION

96

97

98

By: _____
Betty Resch, Mayor

99

100

101 ATTEST:

102

103

104

105 _____
Melissa Ann Coyne, City Clerk

**STATE AID TO LIBRARIES GRANT
AGREEMENT BETWEEN
THE STATE OF FLORIDA, DEPARTMENT OF STATE
AND
City of Lake Worth Beach for and on behalf of Lake Worth Beach Public Library**

This Agreement is by and between the State of Florida, Department of State, Division of Library and Information Services, hereinafter referred to as the "Division," and the City of Lake Worth Beach for and on behalf of Lake Worth Beach Public Library, hereinafter referred to as the "Grantee."

The Grantee has submitted an application and has met all eligibility requirements and has been awarded a State Aid to Libraries Grant (CSFA 45.030) by the Division in the amount specified on the "Fiscal Year 2021-22 State Aid to Libraries Final Grants" document (which is incorporated as part of this Agreement and entitled Attachment B). The Division has the authority to administer this grant in accordance with Section 257, *Florida Statutes*. By reference, the application and any approved revisions are hereby made a part of this agreement.

In consideration of the mutual covenants and promises contained herein, the parties agree as follows:

1. Grant Purpose. This grant shall be used exclusively for the "State Aid to Libraries Grant," the public purpose for which these funds were appropriated.

a) The Grantee shall perform the following **Scope of Work**:

In accordance with Sections 257.17-257.18, Florida Statutes, the Grantee shall receive a grant amount that is calculated and based upon local funds expended during the second preceding fiscal year for the operation and maintenance of the library. For this grant, the local expenditures shall have been made during the period October 1, 2019 - September 30, 2020.

In order to be eligible to receive the grant funding, the Grantee shall manage or coordinate free library service to the residents of its legal service area for the period October 1, 2019 through June 30, 2022. The Grantee shall:

- o Have a single administrative head employed full time by the library's governing body;
- o Provide free library service, including loaning materials available for circulation free of charge and providing reference and information services free of charge;
- o Provide access to materials, information and services for all residents of the area served; and
- o Have at least one library, branch library or member library open 40 hours or more each week (excluding holidays or emergencies; between Sunday through Saturday, on a schedule determined by the library system) during the length of the agreement.

b) The Grantee agrees to provide the following **Deliverables** related to the Scope of Work for payments to

be awarded.

Payment 1, Deliverable/Task 1

Payment will be a fixed price in the amount of 100% of the grant award for the period October 1, 2019 through June 30, 2022.

The Grantee will:

- o Have expended funds to provide free library service during the period October 1, 2019 - September 30, 2020;
- o Provide an Expenditure Report and certification of Local Operating Expenditures for the period October 1, 2019 - September 30, 2020 only;
- o Provide documentation showing that at least one library, branch library or member library is open 40 hours or more each week (excluding holidays or emergencies; between Sunday through Saturday, on a schedule determined by the library system) during the length of the agreement;
- o Provide the Certification of Credentials for the Single Administrative Head; and
- o Provide a Certification of Hours, Free Library Service and Access to Materials.

c) Grant funds shall be used for the operation and maintenance of the library. The allowable budget categories are: Personnel Services (salaries, wages, and related employee benefits provided for all persons employed by the reporting entity whether on full-time, part-time, temporary, or seasonal basis); Operating Expenses (expenditures for goods and services which primarily benefit the current period and are not defined as personal services or capital outlays); Non-Fixed Capital Outlay (outlays for the acquisition of or addition to fixed assets); and Other (other operating expenditure categories in the library budget).

2. **Length of Agreement.** This Agreement covers the period of October 1, 2019 to June 30, 2022, unless terminated in accordance with the provisions of Section 28 of this Agreement. This period begins with the start of the Grantee's second preceding fiscal year (October 1, 2019) and concludes with the end of the State of Florida's current fiscal year (June 30, 2022).
3. **Expenditure of Grant Funds.** Grant funds will be used to reimburse a portion of local funds expended by the Grantee during their second preceding fiscal year (October 1, 2019 – September 30, 2020) for the operation and maintenance of a library and shall not exceed the amount specified in Attachment B.
4. **Contract Administration.** The parties are legally bound by the requirements of this agreement. Each party's contract manager, named below, will be responsible for monitoring its performance under this Agreement and will be the official contact for each party. Any notice(s) or other communications in regard to this agreement shall be directed to or delivered to the other party's contract manager by utilizing the information below. Any change in the contact information below should be submitted in writing to the contract manager within 10 days of the change.

For the Division of Library and Information Services:

Marian Deeney, Library Program Administrator
Florida Department of State

R.A. Gray Building
Mail Station # 9D
500 South Bronough Street
Tallahassee, FL 32399-0250
Phone: 850.245.6620
Email: marian.deeney@dos.myflorida.com

For the Grantee:

Cindy Ansell
Lake Worth Beach Public Library
15 North M Street Lake Worth Beach Florida 33460
Phone: 561.533.7354
Email: cansell@lakeworthbeachfl.gov

5. **Grant Payments.** The total grant award shall not exceed the amount specified on the “Fiscal Year 2021-22 State Aid to Libraries Final Grants” document (Attachment B), which shall be paid by the Division in consideration for the Grantee’s minimum performance as set forth by the terms and conditions of this Agreement. Payment will be a fixed price in the amount of 100% of the grant award as specified in Attachment B. Payment will be made in accordance with the completion of the Deliverables.
6. **Electronic Payments.** The Grantee can choose to use electronic funds transfer (EFT) to receive grant payments. All grantees wishing to receive their award through EFT must submit a Vendor Direct Deposit Authorization form (form number DFS-AI-26E, rev 6/2014), incorporated by reference, to the Florida Department of Financial Services. If EFT has already been set up for your organization, you do not need to submit another authorization form unless you have changed bank accounts. To download this form visit myfloridacfo.com/Division/AA/Forms/DFS-A1-26E.pdf. The form also includes tools and information that allow you to check on payments.
7. **Florida Substitute Form W-9.** A completed Substitute Form W-9 is required from any entity that receives a payment from the State of Florida that may be subject to 1099 reporting. The Department of Financial Services (DFS) must have the correct Taxpayer Identification Number (TIN) and other related information in order to report accurate tax information to the Internal Revenue Service (IRS). To register or access a Florida Substitute Form W-9 visit flvendor.myfloridacfo.com/. **A copy of the Grantee’s Florida Substitute Form W-9 must be submitted by the Grantee to the Division before or with the executed Agreement.**
8. **Financial Consequences.** The Department shall apply the following financial consequences for failure to perform the minimum level of services required by this Agreement in accordance with Sections 215.971 and 287.058, *Florida Statutes*:

The Department shall require the return of the award in a prorated amount based upon the percentage of time that the library failed to perform the minimum level of services. The prorated reduction will be in the same percentage as the percentage of time that the library was not providing minimum level of services.

9. **Credit Line(s) to Acknowledge Grant Funding.** The Division requires public acknowledgement of State Aid to Libraries Grant funding for activities and publications supported by grant funds. Any announcements,

information, press releases, publications, brochures, videos, webpages, programs, etc. created as part of a State Aid to Libraries Grant project must include an acknowledgment that State Aid to Libraries Grant funds were used to create them.

Use the following text:

“This project has been funded under the provisions of the State Aid to Libraries Grant program, administered by the Florida Department of State’s Division of Library and Information Services.”

10. **Grant Expenditures.** The Grantee agrees to expend all grant funds received under this agreement solely for the purposes for which they were authorized and appropriated. Expenditures shall be in compliance with the state guidelines for allowable project costs as outlined in the Department of Financial Services’ Reference Guide for State Expenditures (as of January 2020), incorporated by reference, which are available online at <https://www.myfloridacfo.com/division/aa/manuals/documents/ReferenceGuideforStateExpenditures.pdf>.

Grant funds may not be used for the purchase or construction of a library building or library quarters.

11. **Travel Expenses.** The Grantee must pay any travel expenses, from grant or local matching funds, in accordance to the provisions of Section 112.061, *Florida Statutes*.
12. **Unobligated and Unearned Funds and Allowable Costs.** In accordance with Section 215.971, *Florida Statutes*, the Grantee shall refund to the State of Florida any balance of unobligated funds which has been advanced or paid to the Grantee. In addition, funds paid in excess of the amount to which the recipient is entitled under the terms and conditions of the agreement must be refunded to the state agency. Further, the recipient may expend funds only for allowable costs resulting from obligations incurred during the specified agreement period. Expenditures of state financial assistance must be in compliance with the laws, rules and regulations applicable to expenditures of State funds as outlined in the Department of Financial Service’s Reference Guide for State Expenditures (as of January 2020) (<https://www.myfloridacfo.com/division/aa/manuals/documents/ReferenceGuideforStateExpenditures.pdf>), incorporated by reference.
13. **Repayment.** All refunds or repayments to be made to the Department under this agreement are to be made payable to the order of “Department of State” and mailed directly to the following address: Florida Department of State, Attention: Marian Deeney, Division of Library and Information Services, 500 South Bronough Street, Mail Station #9D, Tallahassee, FL 32399. In accordance with Section 215.34(2), *Florida Statutes*, if a check or other draft is returned to the Department for collection, Recipient shall pay to the Department a service fee of \$15.00 or five percent (5%) of the face amount of the returned check or draft, whichever is greater.
14. **Single Audit Act.** Each Grantee, other than a Grantee that is a State agency, shall submit to an audit pursuant to Section 215.97, *Florida Statutes*. See Attachment A for additional information regarding this requirement. If a Grantee is not required by law to conduct an audit in accordance with the Florida Single Audit Act because it did not expend at least \$750,000 in state financial assistance, it must submit a Financial Report on its operations pursuant to Section 218.39, *Florida Statutes* within nine months of the close of its fiscal year.

15. **Retention of Accounting Records.** Financial records, supporting documents, statistical records and all other records, including electronic storage media pertinent to the Project, shall be retained for a period of five (5) fiscal years after the close out of the grant and release of the audit. If any litigation or audit is initiated or claim made before the expiration of the five-year period, the records shall be retained for five fiscal years after the litigation, audit or claim has been resolved.
16. **Obligation to Provide State Access to Grant Records.** The Grantee must make all grant records of expenditures, copies of reports, books, and related documentation available to the Division or a duly authorized representative of the State of Florida for inspection at reasonable times for the purpose of making audits, examinations, excerpts and transcripts.
17. **Obligation to Provide Public Access to Grant Records.** The Division reserves the right to unilaterally cancel this Agreement in the event that the Grantee refuses public access to all documents or other materials made or received by the Grantee that are subject to the provisions of Chapter 119, *Florida Statutes*, known as the *Florida Public Records Act*. The Grantee must immediately contact the Division's Contract Manager for assistance if it receives a public records request related to this Agreement.
18. **Noncompliance.** Any Grantee that is not following Florida statutes or rules, the terms of the grant agreement, Florida Department of State (DOS) policies and guidance, local policies, or other applicable law or that has not submitted required reports or satisfied other administrative requirements for other Division of Library and Information Services grants or grants from any other DOS Division will be in noncompliance status and subject to the DOS Grants Compliance Procedure. DOS Divisions include the Division of Arts and Culture, the Division of Historical Resources, the Division of Elections and the Division of Library and Information Services. Grant compliance issues must be resolved before a grant award agreement may be executed and before grant payments for any DOS grant may be released.
19. **Accounting Requirements.** The Grantee must maintain an accounting system that provides a complete record of the use of all grant funds as follows:
 - a) The accounting system must be able to specifically identify and provide audit trails that trace the receipt, maintenance and expenditure of state funds;
 - b) Accounting records must adequately identify the sources and application of funds for all grant activities and must classify and identify grant funds by using the same budget categories that were approved in the grant application. If Grantee's accounting system accumulates data in a different format than the one in the grant application, subsidiary records must document and reconcile the amounts shown in the Grantee's accounting records to those amounts reported to the Division;
 - c) An interest-bearing checking account or accounts in a state or federally chartered institution may be used for revenues and expenses described in the Scope of Work and detailed in the Estimated Project Budget;
 - d) The name of the account(s) must include the grant award number;
 - e) The Grantee's accounting records must have effective control over and accountability for all funds, property and other assets; and
 - f) Accounting records must be supported by source documentation and be in sufficient detail to allow for a proper pre-audit and post-audit (such as invoices, bills and canceled checks).

- 20. Availability of State Funds.** The State of Florida's performance and obligation to pay under this Agreement are contingent upon an annual appropriation by the Florida Legislature. In the event that the state funds upon which this Agreement is dependent are withdrawn, this Agreement will be automatically terminated and the Division shall have no further liability to the Grantee beyond those amounts already expended prior to the termination date. Such termination will not affect the responsibility of the Grantee under this Agreement as to those funds previously distributed. In the event of a state revenue shortfall, the total grant may be reduced accordingly.
- 21. Lobbying.** The Grantee will not use any grant funds for lobbying the state legislature, the state judicial branch or any state agency.
- 22. Independent Contractor Status of Grantee.** The Grantee, if not a state agency, agrees that its officers, agents and employees, in performance of this Agreement, shall act in the capacity of independent contractors and not as officers, agents or employees of the state. The Grantee is not entitled to accrue any benefits of state employment, including retirement benefits and any other rights or privileges connected with employment by the State of Florida.
- 23. Grantee's Subcontractors.** The Grantee shall be responsible for all work performed and all expenses incurred in connection with this Agreement. The Grantee may subcontract, as necessary, to perform the services and to provide commodities required by this Agreement. The Division shall not be liable to any subcontractor(s) for any expenses or liabilities incurred under the Grantee's subcontract(s), and the Grantee shall be solely liable to its subcontractor(s) for all expenses and liabilities incurred under its subcontract(s). The Grantee must take the necessary steps to ensure that each of its subcontractors will be deemed to be independent contractors and will not be considered or permitted to be agents, servants, joint venturers or partners of the Division.
- 24. Liability.** The Division will not assume any liability for the acts, omissions to act or negligence of the Grantee, its agents, servants or employees; nor may the Grantee exclude liability for its own acts, omissions to act or negligence to the Division.
- a) The Grantee shall be responsible for claims of any nature, including but not limited to injury, death and property damage arising out of activities related to this Agreement by the Grantee, its agents, servants, employees and subcontractors. The Grantee shall indemnify and hold the Division harmless from any and all claims of any nature and shall investigate all such claims at its own expense. If the Grantee is governed by Section 768.28, *Florida Statutes*, it shall only be obligated in accordance with this Section.
 - b) Neither the state nor any agency or subdivision of the state waives any defense of sovereign immunity or increases the limits of its liability by entering into this Agreement.
 - c) The Division shall not be liable for attorney fees, interest, late charges or service fees, or cost of collection related to this Agreement.
 - d) The Grantee shall be responsible for all work performed and all expenses incurred in connection with the project. The Grantee may subcontract as necessary to perform the services set forth in this Agreement, including entering into subcontracts with vendors for services and commodities, provided that such subcontract has been approved in writing by the Department prior to its execution and provided that it is understood by the Grantee that the Department shall not be liable to the subcontractor for any expenses

or liabilities incurred under the subcontract and that the Grantee shall be solely liable to the subcontractor for all expenses and liabilities incurred under the subcontract.

25. **Strict Compliance with Laws.** The Grantee shall perform all acts required by this Agreement in strict conformity with all applicable laws and regulations of the local, state and federal law. For consequences of noncompliance, see Section 18, Noncompliance.
26. **No Discrimination.** The Grantee may not discriminate against any employee employed under this Agreement or against any applicant for employment because of race, color, religion, gender, national origin, age, handicap, pregnancy or marital status. The Grantee shall insert a similar provision in all of its subcontracts for services under this Agreement.
27. **Breach of Agreement.** The Division will demand the return of grant funds already received, will withhold subsequent payments and/or will terminate this agreement if the Grantee improperly expends and manages grant funds; fails to prepare, preserve or surrender records required by this Agreement; or otherwise violates this Agreement.
28. **Termination of Agreement.** The Division will terminate or end this Agreement if the Grantee fails to fulfill its obligations herein. In such event, the Division will provide the Grantee a notice of its violation by letter and shall give the Grantee fifteen (15) calendar days from the date of receipt to cure its violation. If the violation is not cured within the stated period, the Division will terminate this Agreement. The notice of violation letter shall be delivered to the Grantee's Contract Manager, personally, or mailed to his/her specified address by a method that provides proof of receipt. In the event that the Division terminates this Agreement, the Grantee will be compensated for any work completed in accordance with this Agreement prior to the notification of termination if the Division deems this reasonable under the circumstances. Grant funds previously advanced and not expended on work completed in accordance with this Agreement shall be returned to the Division, with interest, within thirty (30) days after termination of this Agreement. The Division does not waive any of its rights to additional damages if grant funds are returned under this Section.
29. **Preservation of Remedies.** No delay or omission to exercise any right, power or remedy accruing to either party upon breach or violation by either party under this Agreement shall impair any such right, power or remedy of either party; nor shall such delay or omission be construed as a waiver of any such breach or default or any similar breach or default.
30. **Non-Assignment of Agreement.** The Grantee may not assign, sublicense or otherwise transfer its rights, duties or obligations under this Agreement without the prior written consent of the Division, which shall not unreasonably be withheld. The agreement transferee must demonstrate compliance with the requirements of the project. If the Division approves a transfer of the Grantee's obligations, the Grantee shall remain liable for all work performed and all expenses incurred in connection with this Agreement. In the event the Legislature transfers the rights, duties and obligations of the Division to another governmental entity, pursuant to Section 20.06, *Florida Statutes* or otherwise, the rights, duties and obligations under this Agreement shall be transferred to the succeeding governmental agency as if it was the original party to this Agreement.
31. **Required Procurement Procedures for Obtaining Goods and Services.** The Grantee shall provide

maximum open competition when procuring goods and services related to the grant-assisted project in accordance with Section 287.057, *Florida Statutes*.

- a) Procurement of Goods and Services Not Exceeding \$35,000. The Grantee must use the applicable procurement method described below:
 1. Purchases Up to \$2,500: Procurement of goods and services where individual purchases do not exceed \$2,500 do not require competition and may be conducted at the Grantee's discretion.
 2. Purchases or Contract Amounts Between \$2,500 and \$35,000: Goods and services costing between \$2,500 and \$35,000 require informal competition and may be procured by purchase order, acceptance of vendor proposals or other appropriate procurement document.
 - b) Procurement of Goods and Services Exceeding \$35,000. Goods and services costing over \$35,000 may be procured by either Formal Invitation to Bid, Request for Proposals or Invitation to Negotiate and may be procured by purchase order, acceptance of vendor proposals or other appropriate procurement document.
- 32. Conflicts of Interest.** The Grantee hereby certifies that it is cognizant of the prohibition of conflicts of interest described in Sections 112.311 through 112.326, *Florida Statutes* and affirms that it will not enter into or maintain a business or other relationship with any employee of the Department of State that would violate those provisions. The Grantee further agrees to seek authorization from the General Counsel for the Department of State prior to entering into any business or other relationship with a Department of State Employee to avoid a potential violation of those statutes.
- 33. Binding of Successors.** This Agreement shall bind the successors, assigns and legal representatives of the Grantee and of any legal entity that succeeds to the obligations of the Division of Library and Information Services.
- 34. Employment of Unauthorized Aliens.** The employment of unauthorized aliens by the Grantee is considered a violation of Section 274A (a) of the Immigration and Nationality Act (8 USC 1324(a) (as of April 2019)), incorporated by reference. If the Grantee knowingly employs unauthorized aliens, such violation shall be cause for unilateral cancellation of this Agreement.
- 35. Severability.** If any term or provision of the Agreement is found to be illegal and unenforceable, the remainder will remain in full force and effect, and such term or provision shall be deemed stricken.
- 36. Americans with Disabilities Act.** All programs and facilities related to this Agreement must meet the standards of Sections 553.501-553.513, *Florida Statutes* and the Americans with Disabilities Act of 1990 (ada.gov (as of January 2020)), incorporated by reference).
- 37. Governing Law.** This Agreement shall be construed, performed and enforced in all respects in accordance with the laws and rules of Florida. Venue or location for any legal action arising under this Agreement will be in Leon County, Florida.

38. Entire Agreement. The entire Agreement of the parties consists of the following documents:

- a) This Agreement
- b) Florida Single Audit Act Requirements (Attachment A)
- c) Fiscal Year 2021-22 State Aid to Libraries Final Grants (Attachment B)

The Grantee hereby certifies that they have read this entire Agreement and will comply with all of its requirements.

Grantee:

Department of State

By: _____

By: _____

Chair of Governing Body or Chief Executive Officer

Amy L. Johnson, Director
Division of Library and Information Services
Department of State, State of Florida

Typed name and title

Date

Date

Clerk or Chief Financial Officer

Witness

Typed name and title

Date

Date

ATTACHMENT A

FLORIDA SINGLE AUDIT ACT REQUIREMENTS

AUDIT REQUIREMENTS

The administration of resources awarded by the Department of State to the Grantee may be subject to audits and/or monitoring by the Department of State as described in this Addendum to the Grant Award Agreement.

Monitoring

In addition to reviews of audits conducted in accordance with 2 CFR 200, Subpart F - Audit Requirements, and section 215.97, *Florida Statutes (F.S.)*, as revised (see Audits below), monitoring procedures may include, but not be limited to, on-site visits by Department of State staff, limited scope audits as defined by 2 CFR 2 §200.425, or other procedures. By entering into this agreement, the recipient agrees to comply and cooperate with any monitoring procedures/processes deemed appropriate by the Department of State. In the event the Department of State determines that a limited scope audit of the recipient is appropriate, the recipient agrees to comply with any additional instructions provided by the Department of State staff to the recipient regarding such audit. The recipient further agrees to comply and cooperate with any inspections, reviews, investigations or audits deemed necessary by the Chief Financial Officer (CFO) or Auditor General.

Audits

Part I: Federally Funded

This part is applicable if the recipient is a state or local government or a nonprofit organization as defined in 2 CFR §200.90, §200.64, and §200.70.

1. A recipient that expends \$750,000 or more in federal awards in its fiscal year must have a single or program-specific audit conducted in accordance with the provisions of 2 CFR 200, Subpart F - Audit Requirements. Exhibit 1 to this agreement lists the federal resources awarded through the Department of State by this agreement. In determining the federal awards expended in its fiscal year, the recipient shall consider all sources of federal awards, including federal resources received from the Department of State. The determination of amounts of federal awards expended should be in accordance with the guidelines established by 2 CFR 200.502-503. An audit of the recipient conducted by the Auditor General in accordance with the provisions of 2 CFR 200.514, will meet the requirement of this Part.
2. For the audit requirements addressed in Part I, paragraph 1, the recipient shall fulfill the requirements relative to auditee responsibilities as provided in 2 CFR 200.508-512.
3. A recipient that expends less than \$750,000 in federal awards in its fiscal year is not required to have an audit conducted in accordance with the provisions of 2 CFR 200, subpart F - Audit Requirements. If the recipient expends less than \$750,000 in federal awards in its fiscal year and elects to have an audit conducted in accordance with the provisions of 2 CFR 200, subpart F - Audit Requirements, the cost of the audit must be

paid from non-federal resources (i.e. the cost of such an audit must be paid from recipient resources obtained from other than federal entities).

Part II: State Funded

This part is applicable if the recipient is a nonstate entity as defined by section 215.97(2) *F.S.*

1. In the event that the recipient expends a total amount of state financial assistance equal to or in excess of \$750,000 in any fiscal year of such recipient (for fiscal years ending June 30, 2017 and thereafter), the recipient must have a state single or project-specific audit for such fiscal year in accordance with Section 215.97, *F.S.* ; Rule Chapter 69I-5 F.A.C., State Financial Assistance; and Chapters 10.550 (local governmental entities) and 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General. EXHIBIT 1 to this agreement indicates state financial assistance awarded through the Department of State by this agreement. In determining the state financial assistance expended in its fiscal year, the recipient shall consider all sources of state financial assistance, including state financial assistance received from the Department of State, other state agencies, and other nonstate entities. State financial assistance does not include federal direct or pass-through awards and resources received by a nonstate entity for federal program matching requirements.
2. For the audit requirements addressed in Part II, paragraph 1, the recipient shall ensure that the audit complies with the requirements of Section 215.97(8), *F.S.* This includes submission of a financial reporting package as defined by Section 215.97(2) *F.S.* , and Chapters 10.550 (local governmental entities) and 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General.
3. If the recipient expends less than \$750,000 in state financial assistance in its fiscal year (for fiscal years ending June 30, 2017 and thereafter), an audit conducted in accordance with the provisions of Section 215.97, *F.S.*, is not required. In the event that the recipient expends less than \$750,000 in state financial assistance in its fiscal year and elects to have an audit conducted in accordance with the provisions of Section 215.97, *F.S.*, the cost of the audit must be paid from the nonstate entity's resources (i.e., the cost of such an audit must be paid from the recipient's resources obtained from other than State entities).

The Internet web addresses listed below will assist recipients in locating documents referenced in the text of this agreement and the interpretation of compliance issues.

State of Florida Department Financial Services (Chief Financial Officer)

<http://www.myfloridacfo.com/>

State of Florida Legislature (Statutes, Legislation relating to the Florida Single Audit Act)

<http://www.leg.state.fl.us/>

Part III: Report Submission

1. Copies of reporting packages for audits conducted in accordance with 2 CFR 200, Subpart F - Audit Requirements, and required by PART I of this agreement shall be submitted, when required by 2 CFR 200.512, by or on behalf of the recipient directly to each of the following:
 - A. The Department of State via the DOS Grants System at <https://dosgrants.com>.
 - B. The Federal Audit Clearinghouse (FAC) as provided in 2 CFR 200.6 and section 200.512

The FAC's website prides a data entry system and required forms for submitting the single audit reporting package. Updates to the location of the FAC and data entry system may be found at the OMB website.

2. Copies of financial reporting packages required by PART II of this agreement shall be submitted by or on behalf of the recipient directly to each of the following:
 - A. The Department of State via the DOS Grants System at <https://dosgrants.com>.
 - B. The Auditor General's Office at the following address:
Auditor General
Local Government Audits/342
Claude Pepper Building, Room 401
111 West Madison Street
Tallahassee, Florida 32399-1450
3. Any reports, management letter, or other information required to be submitted to the Department of State pursuant to this agreement shall be submitted timely in accordance with 2 CFR 200.512, section 215.97 F.S. and Chapters 10.550 (local governmental entities) and 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, as applicable.
4. Recipients, when submitting financial reporting packages to the Department of State for audits done in accordance with 2 CFR 200, Subpart F - Audit Requirements or Chapters 10.550 (local governmental entities) and 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, should indicate the date that the reporting package was delivered to the recipient in correspondence accompanying the reporting package.

Part IV: Record Retention

1. The recipient shall retain sufficient records demonstrating its compliance with the terms of the award(s) and this agreement for a period of five years from the date the audit report is issued, and shall allow the Department of State, or its designee, the CFO, or Auditor General access to such records upon request. The recipient shall ensure that audit working papers are made available to the Department of State, or its designee, the CFO, or Auditor General upon request for a period of at least three years from the date the audit report is issued, unless extended in writing by the Department of State.

EXHIBIT – 1

FEDERAL RESOURCES AWARDED TO THE RECIPIENT PURSUANT TO THIS AGREEMENT CONSIST OF THE FOLLOWING:

Not applicable.

COMPLIANCE REQUIREMENTS APPLICABLE TO THE FEDERAL RESOURCES AWARDED PURSUANT TO THIS AGREEMENT ARE AS FOLLOWS:

Not applicable.

STATE RESOURCES AWARDED TO THE RECIPIENT PURSUANT TO THIS AGREEMENT CONSIST OF THE FOLLOWING:

MATCHING RESOURCES FOR FEDERAL PROGRAMS:

Not applicable.

SUBJECT TO SECTION 215.97, *FLORIDA STATUTES*:

Florida Department of State, State Aid to Libraries;

CSFA Number. 45.030

Award Amount: See Attachment B.

COMPLIANCE REQUIREMENTS APPLICABLE TO STATE RESOURCES AWARDED PURSUANT TO THIS AGREEMENT ARE AS FOLLOWS:

The compliance requirements of this state project may be found in Part Four (State Project Compliance Requirements) of the State Projects Compliance Supplement located at <https://apps.fldfs.com/fsaa/>.

ATTACHMENT B
Fiscal Year 2021-22 State Aid to Libraries Final Grants



Lake Worth Beach Public Library



ANNUAL PLAN OF SERVICE Fiscal Year 2021 - 2022

ANNUAL PLAN OF SERVICE Fiscal Year 2021 -2022

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REVIEW OF 2020-2021

EVENTS

FY 2021 Library continued with limited hours until July when we went on summer hours, Monday through Friday, 12:30 – 5:30. The late start allowed summer camps to schedule morning programs. Masks were not required for vaccinated persons, capacity limits and device limits were lifted.

The plan is to open after Labor Day with a Tuesday through Saturday, 11:30-5:30 schedule. The new spike in Covid cases has put the Library back on mask requirements and capacity and device limits as of July 28, 2021.

Library programming continues to be virtual. BiblioArte 2021 was cancelled. We have recorded over 150 video storytime programs which are widely viewed on Facebook and YouTube. We also recorded the 12 books of Christmas with the books being read by a variety of Leisure Services staff members. We plan to continue this program.

Our book pickup service suffered when the IT Department determined that the on-line catalog was a threat to City network security. The link to the on-line catalog was cut in June and to date has not been restored.

We celebrated National Library Week with a soft grand opening and 80th birthday party for the newly renovated Library. The Lake Worth Herald printed a special edition of the front 2 pages when the Library opened in 1941, and added 2 more pages showcasing our new look.

The FY2021 budget was \$455,715, an improvement of \$21,179 over FY2020. The Library PT Library Assistant position was upgraded to FT. The Library staff is currently 4 FT.

We were able to continue the building renovations this year. The exterior of the Library was painted. A new book drop replaced the 2 rusty ones. New exterior signs were installed. Blinds and a projection screen were added to the meeting room. The Florida Room had metal shelves removed and original wood shelves installed. The Florida collection was evaluated. The circulating Florida collection was moved to the front of the nonfiction area on the 2nd floor, with new signage.

The Library applied for 8 grants this year. 3 were ARPA grants; 2 DLIS grants (State Aid and LSTA Literacy City); a JAG grant; a DCA grant; and a grant from Healthier Lake Worth Beach. To date, 4 have received funding.

It has been a slow climb to rebuild Library use during this fiscal year.

GOALS AND OBJECTIVES 2020-2021

Goal #1

Intentionally gather and interpret user information to develop programs and services which meet the user's needs.

Objectives

1. Use circulation statistics to guide the purchase of Library materials. **DONE**
2. Use user counts and surveys to determine Library hours and services. **DONE**
3. Conduct interviews with users to gain insight into the user experience. **DONE**

Goal #2 Evaluate and adapt Library programs and services to accommodate the remote user.

Objectives

1. Expand the pool of Library users by providing services remotely. **DONE**
2. Expand the pool of Library program attendees by providing virtual programs. **DONE**
3. Examine the traditional "in building" activities to see which can take place on-line. **DONE**

Goal #3: Continue to Improve the User Experience through building renovations.

Objectives

1. Continue to work on bringing the library up to compliance for ADA specification listed in review: new interior ramp and widening the door in the family restroom.
2. Continue the library restoration and renovation project. Purchase new signage for the library. Purchase a screen for the new meeting room. **DONE**
3. Apply for a Library building and Construction Grant from the State Library.
THIS PROGRAM WAS NOT FUNDED BY THE STATE

MISSION STATEMENT

The mission of the Lake Worth Beach Public Library is to provide a beautiful facility, quality programming, a community-relevant collection of materials, and a variety of services so that the community may enjoy the benefits of literacy and an enriched quality of life.

CORE PROCESSES

In order to move from a mission statement to a plan of service, there are core processes which assist in converting an abstract idea into a concrete plan. The following is a list of core processes the Library will use to develop its mission.

Community Discovery

Explore what the community needs/wants/expects from the Library. Compile demographic, immigration, diversity, digital divide & literacy data Collect user experience feedback

Development of Services and Programs

Brainstorm what the Library has to offer our community. Consider unique ways to meet the needs of the community. Develop services for the remote user.

Develop services for the in-house user.

Develop services and programs which enhance the City's goals and plans.

Delivery of Services and Programs

Identify who will deliver Library services and programs. Set a time-frame for delivery of services and programs.

Design a marketing and publicity plan that connects people to the Library. Develop a plan for partner involvement.

Test and evaluate how well individual services and programs are meeting set goals.

Plan for Facility Support Projects

Choose location to provide services and programs.

Determine what activities, repairs, or changes must be made to the facility to support programs and services.

Develop a plan for scheduled maintenance of the facility and facility repair as needed.

Include Internal Support Efforts

Examine and document the cost of Library services and programs. Manage budget and finances to support Library services and programs.

Evaluate staff and develop a plan for staff education and training to support services and programs.

Prioritize services and programs which meet the City's goals and plans. Create ways to increase awareness of Library services and programs to City departments and staff members outside the Library.

USER SERVICES AND PROGRAMS

User Services and Programs are the reason the Library exists. Considerable effort must be exerted to develop, maintain, and evaluate these items.

Library Collection of Materials

The Library's collection of materials is our major service to the community. Whenever possible the Library will purchase preprocessed materials, in sufficient numbers and in a timely manner to meet patron demand according to circulation statistics. The Library collects materials in a variety of formats including Large Print, audio, DVD, and e- book. Spanish and bilingual materials will be collected on demand. Adult, Young Adult, and Children's collections will be maintained with materials that are damaged or outdated being removed systematically

Materials Circulation

Provide efficient, customer-friendly service to allow patrons to check out and reserve materials in-house or on-line.
Provide self-check-out station for patrons in-house.
Issue library cards in-house and on-line.
Maintain on-line access to the Library Collection.
Currently, circulating wireless devices is being considered.

Information Services

Provide information to patrons request by phone, in person, and on-line.
Track information requests to determine if programs can be developed that meet the information needs.
Provide wireless devices to patrons for use within the Library, including laptops and e-readers.

Library Programs

Provide programs in person (as permitted) and virtually inside the library and in various locations for a variety of age groups.
Pre-school programs will be targeted towards developing important literacy skills and teaching parents the importance of reading.
Provide a quality Summer Reading Program in person (as permitted) and virtually.
Provide adult programs of community interest in person (as permitted) and virtually.
Provide community-wide events promoting literacy and reading.
Coordinate with cooperating agencies to develop literacy related programs off-site.

Business Services

Provide machines for patrons to make copies, print, scan, and fax for a fee.
Wireless and remote printing services are also available.
Currently, fee-based notary, passport, and shredding services are being considered.

INTERNAL SUPPORT ACTIVITIES

Internal support is essential in order for Library Services and Programs to operate at the highest level of quality or efficiency.

Activities:

Direct the operation of library to fulfill the goals of Commission and City Manager Continue to evaluate library policies and procedures to improve operations.

Gather data and analyze it to more effectively plan user services and library operations.

Use circulation statistics to guide collection development and management.

Develop and implement services and programs that accommodate the remote user.

Plan relevant staff training and educational opportunities.

Empower staff to creatively contribute ideas to improve operations by holding regular staff meetings.

Perform annual evaluations to advise staff and receive input from them.

Seek cost-effective ways to improve services and programs.

Investigate new technologies that expand or enhance library service to patrons.

Partner with other City departments (IT, Finance, Leisure) to improve operations.

COOPERATIVE INITIATIVES

Lend library and literacy knowledge and expertise to support other City Departments, local non-profits, and area agencies. Join professional organizations to maintain professional contacts and awareness.

Groups include:

City of Lake Worth Beach Library Advisory Board

Friends of the Lake Worth Beach Library

Lake Worth Little Free Library Project

Lake Worth Historical Museum Lake Worth

CRA

Library Cooperative of the Palm Beaches

Adopt a Family Lake Worth

Bridges of Lake Worth and Highland

Healthier Lake Worth Beach

Headstart

For the Children

Guatemalan Mayan Center

Farmworkers Council

Rotary Club of Lake Worth

Literacy Coalition of Palm Beach County

School District of Palm Beach County

Southeast Florida Library Information Network (SEFLIN)

Florida Library Association

Public Library Association

American Library Association

FACILITY SUPPORT PROJECTS

Continue the Library renovation and restoration project. Prioritize projects, get cost estimates, create project time line. Seek grants to fund projects.

Projects:

Remodel meeting room ceiling.

Widen door in family restroom.

Install ramp from meeting room to YA area.

Renovate Florida Room.

Evaluate Library Art Collection.

Strip floors in public restrooms.

GOALS AND OBJECTIVES 2021-2022

Goal #1 Increase literacy in the Lake Worth Beach community.

Objectives

1. Implement the Literacy City campaign.
2. Pursue additional staff to develop and implement literacy programs in the community.

Goal #2 Strengthen the position of the Library in the community.

Objectives

1. Expand and solidify community partnerships.
2. Develop and distribute printed and media PR pieces. Edit and bring up to date current library brochures and social media postings.

Goal #3: Continue to Improve the User Experience through building renovations.

Objectives

1. Continue to work on bringing the library up to compliance for ADA specification listed in review: new interior ramp and widening the door in the family restroom.
2. Continue the library restoration and renovation project.

FLORIDA DEPARTMENT OF STATE
DIVISION OF LIBRARY AND INFORMATION SERVICES
STATE AID TO LIBRARIES GRANT APPLICATION
Adoption of Annual Plan of Service

The City of Lake Worth Beach, governing body for the Lake Worth Beach Public Library hereby approves and adopts the Lake Worth Beach Public Library Annual Plan of Service, Fiscal Year 2021-2022.

Signature

Chair, Library Governing Body

Date

Name (Typed)

FLORIDA DEPARTMENT OF STATE
DIVISION OF LIBRARY AND INFORMATION SERVICES
STATE AID TO LIBRARIES GRANT APPLICATION

Certification of Hours, Free Library Service and Access to Materials

The City of Lake Worth Beach, governing body for the Lake Worth Beach Public Library hereby certifies that the following statements are true for the entire period October 1, 2021 through September 30, 2022:

- Provides free library service, including loaning materials available for circulation free of charge and providing reference and information services free of charge;
- Provides access to materials, information and services for all residents of the area served; and
- Has at least one library, branch library or member library open 40 hours or more each week (excluding holidays; between Sunday through Saturday, on a schedule determined by the library system).

Signature

Chair, Library Governing Body

Date

Name (Typed)



Lake Worth Beach Public Library



Long Range Plan FY2020 – FY2025

Lake Worth Beach Public Library

Long Range Plan

FY2020 – FY2025

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MISSION STATEMENT

The mission of the Lake Worth Beach Public Library is to provide a beautiful facility, quality programming, a community-relevant collection of materials, and a variety of services so that the community may enjoy the benefits of literacy and an enriched quality of life.



LAKE WORTH BEACH CITY LIBRARY HISTORY

The area which is now Lake Worth Beach was settled by Samuel James and his wife Fannie, at the turn of the century. They called the settlement Jewel, and opened a post office. After Samuel died, Fannie sold the land to the Palm Beach Farms Company from Chicago in 1911. The Jewell post office was closed.

The Palm Beach Farms Company hired Bryant and Greenwood to begin to plot the town site Lucerne, a city along the waters of Lake Worth. They established salesmen all over the U.S. and Canada to sell 5-acre plots for \$250 with each purchaser receiving a free lot in the town-site of Lucerne. To spread the news of Lucerne, E.F. Harrison's *Lucerne Herald* was mailed to 5 to 6 thousand people in the U.S. and Canada. Many of the first issues of the paper contained an appeal for books to stock a library for the new city.

Books began to arrive by mail and express. Mr. and Mrs. John McKissock accepted the task of receiving the books as they arrived. Three times a week the couple rode their bicycles to West Palm Beach to pick up the books and place them in their living room. The McKissock home at 11 South C Street was the first home of the library from 1912 until 1916. During this first four years, 2 important things happened. Lucerne became Lake Worth, and was incorporated in 1913. Electric lights came to town in 1914.

The next ten years, from 1916 until 1926 the library was in a room in the Club House, which would later become the Auditorium. It was run by volunteers and called the Lake Worth Library Association.

From 1926 until 1941 the Library occupied it's third home, a room in City Hall. Several important events took place during this fifteen-year period. In 1926 the citizens voted to build a library building for the City of Lake Worth. \$2,000 was raised from the citizens to get the project started. The drive for funds began. Franklin Roosevelt vetoed the request for funds to build the General Worth Memorial Library, so funds were raised from individuals through bake sales, the sale of bonds, parties, and investments. The Strait brothers from New Albany, Ohio who wintered in Lake Worth donated \$10,000 to build the Strait Art Museum wing of the library building. This wing is now a community meeting room.

On August 12, 1941 the current library building, it's fourth home, was opened to the public. This beautiful 10,000 sq. ft. building features bright rooms, interesting architectural details, and a variety of staircases. The library is home to paintings by Sherman Winton and wood carvings by Sam J. Schlappich.

In 1988, The Friends of the Lake Worth Library, a non-profit organization to support the mission of the Library began. In 2019, the people voted to change the name of the City from Lake Worth to Lake Worth Beach. 2021 marked the 80th year that the Library has occupied its current home. The Library has recently undergone a renovation project to restore the beauty of the building when it opened.

Our City has a strong library tradition and a history of citizen involvement of which we can be proud. The Library is dedicated to continuing to serve its community today.

CURRENT STATUS OF THE LIBRARY

Performance Measures	FY2020	FY 2021	FY2022	FY2023	FY2024	FY2025
Population	38,000	38,000				
Materials expenditure (cumulative)	\$ 43,524.00	\$ 55,000.00				
Expenditure per capita	1.14	1.44				
Days open	115	242				
Service Hours	1,448	1,936				
Visitors	17,135	8,566				
Library Collection	50,582	46,900				
Library Circulation	8,956	2,241				
E-collection	150,100	150,100				
E-circulation	1,800	2,091				
Card Holders	19,679	20,043				
WIFI clients (laptops)	2,899	1,296				
PAC logins (guest)	18,000	2,056				
Programs	164/19,327	76/18,422				
Reference assistance	5,195	5,326				
Library staff	3FT 1PT	4FT				

LONG RANGE GOALS AND OBJECTIVES

The Library's long-range goals and objectives are to continue moving toward the accomplishment of the ideals set forth in the mission statement within both our physical facility and our virtual presence by:

1. Focusing on literacy

- a. Develop programs, curricula, campaigns that target literacy needs in the community.
- b. Raise community awareness of need to improve community literacy rates.

2. Multiplying our impact

- a. Continue working with partners to expand our reach into the community.
- b. Promote partners programs to Library users.

3. Maximizing our resources

- a. Make municipal leaders aware of Library needs.
- b. Apply for grants from a variety of funders.

4. Improving our services

- a. Survey the community regarding library services.
- b. Continue to expand e-access and services.

5. Improving our programming

- a. Offer a wide variety of virtual and in-person programs.
- b. Offer programs at a variety of days and times.

6. Improving our materials collection

- a. Monitor circulation statistics to guide purchasing decisions.
- b. Expand circulation to include connectivity devices.

7. Improving our facility

- a. Make the Library accessible to as many differently abled people as possible.
- b. Monitor the quality of the building facilities.

FLORIDA DEPARTMENT OF STATE
DIVISION OF LIBRARY AND INFORMATION SERVICES
STATE AID TO LIBRARIES GRANT APPLICATION
Certification of Hours, Free Library Service and Access to Materials

The City of Lake Worth Beach, governing body for the Lake Worth Beach Public Library hereby certifies that the following statements are true for the time period October 1, 2019 through June 30, 2022:

- Provides free library service, including loaning materials available for circulation free of charge and providing reference and information services free of charge;
- Provides access to materials, information and services for all residents of the area served; and
- Has at least one library, branch library or member library open 40 hours or more each week (excluding holidays; between Sunday through Saturday, on a schedule determined by the library system).

Signature

Chair, Library Governing Body

Date

Name (Typed)

S. Budget (Due 12/1) Page 19 of 22

This component of the application is due by December 1.

Following the October 1 deadline, your application will be returned to add the remaining components as needed due December 1.

Add the budget document(s) as applicable for the year starting on October 1.

The budget must be adopted or approved by the library's governing body.

If the budget document is a very large document, attach only the pages showing the library's budget.

The attachments should be in PDF, Word, or Excel format. The description line should clearly describe the attachment. [? Help](#)

1. Budget *

Information to meet this requirement is contained in another document. Use the "Notes" field to indicate where the information is located.

2. Add Documentation

File	Title	Description	Size	Type	View (opens in new window)
FY22 Budget Library.jpg			606 [KB]		View file

2.1.

3. Notes

T. Summary Financial Report (Due 12/1) Page 20 of 22

This component of the application is due by December 1.

Following the October 1 deadline, your application will be returned to add the remaining components as needed due December 1.

Part A *

Local funds expended centrally on the maintenance and operation of a library during FY 2020 - 2021. **\$455,716**

Part B *

Anticipated amount of local funds that will be expended centrally on the maintenance and operation of a library during FY 2021 - 2022. **\$480,743**

3. Part C

Fiscal Year of Grant Funds Expended: 2020 - 2021

EXPENDITURE CATEGORIES

Personnel

How much was expended:

What the funds were used for:

Specific Service Improvement:

Library Materials (Include materials in electronic format)

How much was expended:

What the funds were used for:

Specific Service Improvement:

Equipment and Furniture (Exclude technology-related equipment)

How much was expended:

What the funds were used for:

Specific Service Improvement:

Automation and Technology (Include technology-related expenditures such as hardware, software, telecommunications; exclude library materials in electronic format)

How much was expended:

What the funds were used for:

Specific Service Improvement:

Other (Specify the type of expenditures included in this category)

How much was expended:

What the funds were used for:

Specific Service Improvement:

TOTAL EXPENDITURES: \$0

UNEXPENDED GRANT FUNDS: \$8,867.00

3. Total Funds Expended: \$0

3. Total Funds Unexpended: \$8,867

GL Acct Code	Account Description	Actual History										Change	
		FY 2016 Actual	FY 2017 Actual	FY 2018 Actual	FY 2019 Actual	FY 2019 Budget	Budget 2020	FY 2021 Budget	FY 2022 Budget				
	SUMMARY OF REVENUES AND EXPENDITURES												
	REVENUE												
	Taxes- Ad Valorem	7,217,258	7,902,679	8,720,514	9,696,807	9,740,665	10,668,550	11,372,373	12,124,147	1,051,774			
	Taxes- Other	5,085,386	5,173,519	5,097,760	4,993,632	5,231,383	5,238,298	5,085,372	5,145,500	60,128			
	Permits, Fees and Special Assessments	865,254	879,701	885,703	1,293,947	1,253,100	1,212,540	1,120,569	1,092,000	(28,569)			
	State Shared Revenue	5,958,817	5,267,524	5,316,886	5,316,886	5,480,402	5,456,106	5,178,100	5,060,000	(118,100)			
	Other Revenues	12,488,453	13,682,333	13,775,729	14,598,506	14,815,248	14,426,154	15,535,668	16,579,295	1,043,627			
	Total Revenues	31,606,188	31,832,756	33,796,592	35,921,713	36,530,296	37,081,448	38,291,882	40,300,942	2,009,059			
	EXPENDITURES												
	City Commissioners	246,310	342,653	372,790	391,520	390,255	443,626	445,627	480,800	35,173			
	City Manager	656,935	792,349	962,163	729,668	844,850	701,344	658,421	756,685	98,264			
	City Clerk	481,725	598,970	521,863	557,807	549,479	529,904	586,323	665,576	79,253			
	Internal Auditor	161,143	113,845	150,103	150,883	174,911	177,728	184,660	182,307	(2,353)			
	Legal Counsel	756,724	623,960	606,648	743,037	714,590	627,305	712,988	721,330	3,722			
	Financial Services	1,270,118	1,379,141	1,306,361	1,572,140	1,546,567	1,789,669	1,979,229	1,979,560	189,560			
	Human Resources	204,216	240,549	225,292	268,876	244,435	324,342	181,311	285,418	104,107			
	Community Sustainability												
	Administration	171,676	273,141	382,486	387,842	440,219	182,888	137,548	230,512	92,965			
	Economic Development												
	Planning and Zoning	680,108	761,197	731,847	735,314	142,441	670,837	827,968	776,516	(51,452)			
	Code Enforcement	959,251	1,110,904	1,256,639	1,444,033	1,556,943	1,325,080	1,350,272	1,118,268	(232,004)			
	Use and Occupancy												
	Business Licenses	77,111	71,475	73,946	84,128	91,527	102,746	117,598	110,573	(6,965)			
	Planning and Design												
	Public Safety												
	Police	15,316,748	15,798,699	15,554,590	15,808,976	16,345,529	16,384,349	17,166,258	17,787,340	621,083			
	Fire	2,869,031	2,751,704	2,732,271	2,667,405	2,949,719	3,108,096	3,466,020	3,681,287	215,267			
	Public Services												
	Administration	341,772	315,750	278,855	275,551	306,639	278,568	339,458	385,934	46,476			
	Street Maintenance	970,434	998,171	1,078,510	1,666,681	1,386,503	1,855,575	1,033,504	1,526,733	493,228			
	Parking	8,751	9,953	5,864	2,534	2,850	2,850	1,850	1,850	-			
	Grounds	1,473,042	1,803,495	2,072,008	2,272,993	1,958,426	2,147,784	2,136,769	2,057,848	(78,921)			
	Cemetery	299,959	266,994	272,767	381,983	280,473	262,336	262,157	269,226	7,069			
	Cemetery	99,375	75,777	77,025	133,808	137,771	188,485	150,913	198,895	47,983			
	Maintenance	966,177	1,075,548	1,272,850	1,072,679	1,018,169	1,130,593	1,152,605	986,039	(166,566)			
	Leisure Services												
	Administration												
	Library	451,109	524,348	508,446	529,612	540,673	434,536	455,716	480,743	25,027			
	Recreation	43,894	43,894	5,729	399	561,209	711,567	723,447	733,841	10,394			
	Community Programs	353,530	400,361	470,008	587,800	561,209	711,567	723,447	733,841	10,394			
	Facilities	480,415	750,610	966,256	884,179	796,122	884,063	837,042	845,801	6,760			
	Special Events	298,197	356,689	408,956	447,056	468,027	364,670	386,464	741,913	355,449			
	Aquatics		20,159		322,083								
	Non-Departmental	971,393	1,337,911	1,662,639	1,764,625	1,700,808	2,146,839	2,604,969	2,840,156	250,187			
	Total Expenditures	30,570,240	32,881,467	33,556,912	35,755,465	36,536,121	36,761,999	38,191,344	40,298,901	2,122,557			
	Net Income / Cash Flows	1,035,928	(1,015,711)	(160,320)	166,248	(25,128)	319,449	100,538	2,040	(113,498)			

CL Act Code	Account Description	Actual History										Change		
		FY 2016 Actual	FY 2017 Actual	FY 2018 Actual	FY 2019 Actual	FY 2019 Budget	Budget 2020	FY 2021 Budget	FY 2022 Budget					
	Recreation Administration													
	Wages	-	-	-	73,588	70,885	75,450	179,340	100,182	(79,158)				
	Benefits	-	-	-	30,651	31,987	24,852	67,763	54,013	(33,720)				
	Operating Expenditures	-	-	-	104,209	102,872	100,302	267,103	154,226	(112,878)				
	Total	-	-	-	26,228	61,570	108,794	151,097	329,897	(83,909)				
	Liberal													
	Wages	194,112	228,229	218,143	234,774	230,250	135,677	150,223	169,622	19,399				
	Benefits	95,658	85,292	88,451	97,025	99,773	67,669	68,778	78,387	9,602				
	Operating Expenditures	287,750	333,462	301,594	331,799	330,023	223,346	219,001	248,003	29,001				
	Total	477,520	646,983	608,188	663,598	659,546	426,686	529,503	557,612	58,002				
	Recreation													
	Wages	-	-	-	-	-	-	-	-	-	-	-	-	
	Benefits	-	-	-	-	-	-	-	-	-	-	-	-	
	Operating Expenditures	-	-	-	-	-	-	-	-	-	-	-	-	
	Total	-	-	-	-	-	-	-	-	-	-	-	-	
	Community Programs													
	Wages	123,311	133,538	176,496	251,020	214,085	327,081	302,181	315,641	13,460				
	Benefits	51,802	50,439	50,804	92,134	92,134	115,997	129,846	141,349	11,503				
	Operating Expenditures	177,113	183,977	227,300	343,154	306,219	443,078	432,026	456,990	24,963				
	Total	352,226	367,954	454,600	686,308	612,438	886,156	864,053	873,980	50,026				
	Facilities													
	Wages	95,141	134,059	149,101	157,447	185,536	198,800	169,939	180,858	10,919				
	Benefits	26,083	39,476	47,048	108,633	111,449	130,733	97,703	116,741	19,038				
	Operating Expenditures	121,024	173,535	246,149	266,270	296,985	319,533	267,642	297,599	29,957				
	Total	342,248	347,070	442,298	532,350	593,960	649,066	535,291	595,198	(43,868)				
	Special Events													
	Wages	33,109	83,379	99,515	102,930	113,167	64,335	72,409	88,583	16,174				
	Benefits	48,904	31,188	39,087	68,236	68,180	25,740	38,093	50,309	12,216				
	Operating Expenditures	82,072	110,172	158,572	158,572	181,447	88,725	110,502	138,893	28,390				
	Total	264,185	224,739	297,174	330,738	362,814	178,800	221,010	277,786	56,976				
	Aquatics													
	Wages	-	-	-	-	-	-	-	-	-	-	-	-	
	Benefits	-	-	-	-	-	-	-	-	-	-	-	-	
	Operating Expenditures	-	-	-	-	-	-	-	-	-	-	-	-	
	Total	-	-	-	-	-	-	-	-	-	-	-	-	
	Operating Expenditures	-	-	-	-	-	-	-	-	-	-	-	-	
	Total	-	-	-	-	-	-	-	-	-	-	-	-	

GL Act Code	Account Description	Actual History										Change	
		FY 2016 Actual	FY 2017 Actual	FY 2018 Actual	FY 2019 Actual	FY 2019 Budget	Budget 2020	FY 2021 Budget	FY 2022 Budget				
341	Transportation User Fees												
50	10 Parking Meters	-	200	-	-	-	-	-	-	-	-	23,200	23,200
50	20 Parking Meters-Taxable	7,666	8,067	10,227	10,627	15,000	15,094	11,000	16,800	16,800	16,800	16,800	16,800
50	40 Boat Launch	11,608	12,504	16,988	17,965	12,800	13,525	15,000	20,000	20,000	20,000	20,000	5,000
50	41 Boat Launch Variable	15,122	16,210	21,938	23,692	15,180	17,552	20,000	29,000	29,000	29,000	29,000	9,000
50	90 In-Person Service Charge	-	-	102	492	-	-	200	200	200	200	200	-
344	Subtotal	34,396	36,981	49,242	52,723	42,280	46,151	46,200	100,200	100,200	100,200	54,000	54,000
347	Culture/Recreation												
10	10 Library Fees	1,100	846	1,070	1,185	1,100	1,145	1,115	4,500	4,500	4,500	4,500	(40,500)
30	30 Rentals	-	-	-	-	-	-	-	-	-	-	-	-
30	31 Tax Exempt Field Rentals	-	-	-	-	-	-	-	-	-	-	-	-
30	32 Pavilion Rentals	-	-	-	-	-	-	-	-	-	-	-	-
30	36 Facility Rental	-	-	-	-	-	-	-	-	-	-	-	-
30	40 Summer Camp	13,560	9,700	13,175	17,110	15,000	35,000	25,000	3,000	3,000	3,000	44,728	44,728
30	50 Sports Program	19,270	20,574	18,968	14,751	22,500	28,600	22,500	7,000	7,000	7,000	15,000	(10,000)
40	32 4th of July Celebration	2,642	8,429	7,850	-	6,000	4,007	7,000	2,156	2,156	2,156	7,000	(10,500)
40	33 Events on the Avenue	6,139	329	-	-	-	-	-	-	-	-	-	-
40	38 Vendor Fee	-	-	-	-	-	-	-	-	-	-	-	-
40	40 App Fee/Other Fee	-	-	-	-	-	-	-	-	-	-	-	-
40	41 App Fee Other Tax Exempt	-	-	-	-	-	-	-	-	-	-	-	-
40	43 Grounds - Tax Exempt	-	-	-	-	-	-	-	-	-	-	-	-
41	99 Other Fees	3,762	6,994	5,476	754	6,000	5,111	6,000	6,000	6,000	6,000	6,000	-
41	32 4th of July Celebration	-	-	200	1,650	-	-	-	-	-	-	-	-
50	90 Other	1,936	400	-	-	2,000	845	6,000	6,000	6,000	6,000	1,000	(5,000)
90	10 Park Rental	21,239	20,666	9,532	8,752	31,000	9,000	9,000	9,000	9,000	9,000	9,000	-
90	50 Oakburne Center Rental	17,232	18,194	18,452	19,224	15,000	20,000	20,000	20,000	20,000	20,000	15,000	(5,000)
90	80 Tax Exempt Sales	46,735	38,657	28,375	51,607	23,000	37,922	40,000	40,000	40,000	40,000	40,000	(40,000)
	Subtotal	136,093	124,819	104,343	122,163	128,600	136,467	181,145	181,145	181,145	181,145	118,323	(62,822)
		1,757,647	1,576,120	1,702,725	1,896,580	1,780,220	1,813,852	1,905,480	1,915,583	1,915,583	1,915,583	10,103	10,103
350	Judgments, fines and forfeits												
351	Judgments & Fines												
10	0 Fines	41,532	30,559	45,584	36,297	40,000	32,618	36,000	30,000	30,000	30,000	30,000	(6,000)
351	Subtotal	41,532	30,559	45,584	36,297	40,000	32,618	36,000	30,000	30,000	30,000	30,000	(6,000)
352	Library Fines												
0	0 Library Fines	7,569	7,012	5,909	5,307	7,000	6,381	5,300	5,300	5,300	5,300	5,300	-
352	Subtotal	7,569	7,012	5,909	5,307	7,000	6,381	5,300	5,300	5,300	5,300	5,300	-
354	Local Ordinance Violations												
10	0 Parking Fines	32,076	33,164	28,665	23,024	25,000	30,006	29,000	28,000	28,000	28,000	28,000	(1,000)
20	0 Code	853,070	811,863	615,484	839,083	600,000	603,700	950,000	950,000	950,000	950,000	950,000	-
20	20 Citations	2,775	450	200	1,5806	7,500	2,500	7,500	7,500	7,500	7,500	7,500	-
25	0 Noise Fines	250	-	-	-	-	56	-	-	-	-	-	-
40	0 Late Fees	1,174	500	2,102	728	1,810	1,259	1,100	1,100	1,100	1,100	1,100	-
40	0 Towing Fines	891,345	845,977	646,451	885,801	634,310	637,220	987,600	1,001,600	1,001,600	1,001,600	15,000	15,000
354	Subtotal	943,416	883,548	697,944	927,405	681,310	676,519	1,028,900	1,036,900	1,036,900	1,036,900	8,000	8,000

GL Acct Code	Account Description	Actual History						Budget						Change
		FY 2016 Actual	FY 2017 Actual	FY 2018 Actual	FY 2019 Actual	FY 2019 Budget	Budget 2020	FY 2021 Budget	FY 2022 Budget					
8020	Recreation- Library													
	Wages and Benefits	165,530	171,193	163,247	176,157	166,046	118,348	123,776	139,916	16,170				
12	20 Regular													
13	10 Part Time	22,095	49,971	47,281	49,516	57,138	31,980	21,319	24,411	3,092				
14	10 Standard Overtime	3,150	3,201	1,896	1,410	3,016	3,020	3,030	3,000	(20)				
15	10 Longevity	3,000	3,214	3,295	4,444	4,650	2,917	2,100	1,725	(725)				
	30 Other Pays	317	116		37		201	8	540	532				
21	Subtotal Wages	194,112	228,225	218,148	224,724	220,250	135,677	130,223	139,622	19,299				
22	0 FICA Taxes	11,460	17,115	16,730	17,805	17,715	11,949	11,535	12,578	1,038				
23	20 401-a Plan	51,225	42,051	46,130	46,130	49,646	27,450	28,273	33,574	5,300				
24	0 Life & Health Insurance	497	656	570	570	570	27,505	28,751	31,956	3,205				
25	10 Workers' Comp Regular	29,456	25,853	17,270	32,051	313	1,005	218	277	59				
	0 Unemployment Compensation			681										
	Subtotal Benefits	95,638	85,232	83,451	97,025	99,773	67,697	68,778	78,380	9,602				
	Wages and Benefits	289,750	313,425	301,594	321,752	320,023	225,346	219,001	238,003	29,001				
	Operating Expenditures													
31	50 Internal IT Support	57,506	65,210	68,460	68,460	68,460	78,292	101,725	105,347	3,522				
34	50 Other Contractual Service	6,972	1,916	1,896	1,295	1,100	2,500	2,500	2,500	(1,000)				
41	30 Postage & Freight	887	1,309	1,257	730	1,100	1,200	1,100	1,000	(100)				
43	10 Water	1,085	1,257	1,257	1,148	1,200	1,200	1,200	1,200					
	20 Sewer	461	440	453	483	440	480	480	475	(5)				
30	Electricity	14,758	11,893	13,094	13,552	14,650	13,000	13,000	12,000	(1,000)				
40	Refuse/Waste Disposal	11,193	1,193	1,193	1,351	1,200	1,200	1,200	1,200					
45	10 Property/Liability	27,637	27,637	27,630	27,630	27,630	29,651	34,539	39,418	4,879				
46	10 Buildings	1,812	9,674	8,566	1,900	2,000	2,000	2,000	2,000					
21	Equipment-General	378	300	544	544	1,500	1,500	1,500	1,500					
47	0 Printing & Binding	265	52	3,114	2,056	3,659	3,659	2,000	2,000					
48	0 Promotional Activities	778	12,964	13,543	13,014	13,380	13,380	13,380	13,380					
51	10 Office Supplies	2,327	2,614	2,503	2,322	2,500	2,500	2,500	2,500					
20	Office Furniture													
52	20 Small Tools & Equipment	145	2,266	3,758										
90	Other	2,217	1,466	75	783	1,500	1,500	1,500	1,500					
54	0 Books, Publ. Subsc. & Membr	300	300	2,806	3,176	3,500	3,500	3,500	3,500					
90	Library Materials	48,639	56,024	10,344	15,442	15,920	5,000	15,000	15,000					
	Subtotal Operating Expenditures	164,391	210,886	44,598	44,404	50,000	50,000	40,000	40,000					
	Department Total	454,109	524,348	308,446	329,612	540,673	434,536	455,716	480,743	25,027				
8060	Recreation-													
	Wages and Benefits													
12	10 Regular													
13	10 Part Time													
	Subtotal Wages		9,516											
21	0 FICA Taxes													
22	10 Defined Benefit Plan													
23	0 Life & Health Insurance		29,435											
24	10 Workers' Comp Regular													
	Subtotal Benefits		38,971											
	Wages and Benefits		38,971											

B. Expenditure Report Page 2 of 22

The Expenditure Report provides details on library expenditures by funding source. The information assists both local library personnel and Division staff in verifying the accuracy of the funds a library reports as expenditures qualifying for match under Chapter 257, *Florida Statutes*. The total amount listed in the "Local" column is the amount used to calculate the State Aid grant amounts. [? Help](#)

Click Save to Update Totals

1. Expenditure Report -October 1, 2019 - September 30, 2020 *

Expenditure Report -October 1, 2019 - September 30, 2020

Expenditure Category	Local	State	Federal	Other	Total
10 Personnel Services	\$217,352				\$217,352
30 Operating Expenses	\$196,369				\$196,369
60 Capital Outlay (Non-Fixed)					\$0
Other					\$0
Total for the operation & maintenance of the library	\$413,721	\$0	\$0	\$0	\$413,721
60 Capital Outlay (Fixed, including purchase or construction of a library building or quarters)					\$0

If any amounts are in the other column, please specify.

Total Local Expenditures Submitted for the Operation and Maintenance of the Library:

\$413,721

Prior year's State Aid Certified Expenditure:

\$537,836.00

Difference:

(\$124,115)

Percentage Difference:**-23.08%**

2. Notes

If your total expenditures have changed by more than 10% from last year, please explain in the Notes field. Please describe the funds included in the "Other" Expenditures column in the Notes field, if any.

FY20 Library expenditures dropped 23% from FY19. This was due to a staff reduction. Library staff in FY19 was 5FT and 2PT. Library staff in FY20 was 3FT and 1 PT. Personnel expenses in FY19 were \$331,779 and in FY20 dropped to \$217,2352.

C. Certification of Local Operating Expenditures Page 3

of 22

Certification of Local Operating Expenditures

We hereby certify that the following total funds from local sources were expended centrally during the fiscal year beginning October 1, 2019, and ending September 30, 2020, for the operation and maintenance of a library under the provisions outlined in Chapter 257.14 - 257.25, Florida Statutes, and guidelines for the State Aid to Libraries Grant Program.

We further certify that the amount listed below does not include funds received from the federal government; funds received from state government; or funds used for purchase or construction of a library building or library quarters. Such funds are not eligible to be used as local match for State Aid applications under Chapter 257, *Florida Statutes*, and guidelines for the State Aid to Libraries Grant Program.

Total local funds expended centrally by the library for the operation and maintenance of a library between October 1, 2019, and September 30, 2020 is \$413,721

 Help

Download the Certification, obtain signatures and upload the signed form to this page.

There should be a total local funds expended amount on the form. If not, complete the Expenditures Report first, before downloading and signing the Certification.

The Certification Form should be signed by the Library's Single Administrative Head and the Library's Finance Manager.

 [Download Certification Form](#)

1. Certification Form Upload *

2. Notes

**FLORIDA DEPARTMENT OF STATE
DIVISION OF LIBRARY AND INFORMATION SERVICES
FY 2022 STATE AID TO LIBRARIES GRANT APPLICATION
CERTIFICATION OF LOCAL OPERATING EXPENDITURES**

The governing body for

We hereby certify that the following total funds from local sources were expended centrally during the fiscal year beginning October 1, 2019 and ending September 30, 2020 for the operation and maintenance of a library under the provisions outlined in Chapter 257.14 - 257.25, *Florida Statutes*, and guidelines for the State Aid to Libraries Grant Program.

We further certify that the amount listed below does not include funds received from the federal government; funds received from state government; or funds used for purchase or construction of a library building or library quarters. Such funds are not eligible to be used as local match for State Aid applications under Chapter 257, *Florida Statutes*, and guidelines for the State Aid to Libraries Grant Program.

Total local funds expended centrally by the library for the operation and maintenance of a library between October 1, 2019 and September 30, 2020:

\$413,721

SIGNATURES

Library Finance Manager

Bruce T. Miller
Typed Name

9/2/21
Date

Cynthia R. Ansell
Single Library Administrative Head

Cynthia R. Ansell
Typed Name

9/30/2021
Date

Account	Status	Description	Budget	Actual	Balance
001-8020-571.12-10		Salaries & Wages / Regular	118,360.00	122,290.26	(3,930.26)
001-8020-571.12-20		Salaries & Wages / Leave Payout		8,067.80	(8,067.80)
001-8020-571.12-30		Salaries & Wages / Natural Disaster Regular			
001-8020-571.13-10		Other Salaries / Part Time	31,980.00	15,048.84	16,931.16
001-8020-571.14-10		Overtime / Standard Overtime	3,020.00	2,779.91	240.09
001-8020-571.14-30		Overtime / Natural Disaster Overtime			
001-8020-571.15-10		Special Pay / Longevity	2,047.00	1,522.50	524.50
001-8020-571.15-30		Special Pay / Other Pays	270.00	278.04	(8.04)
001-8020-571.21-00		Library / FICA Taxes	11,909.00	11,418.42	490.58
001-8020-571.22-10		Retirement Contributions / Defined Benefit Plan	27,450.00	29,374.43	(1,924.43)
001-8020-571.22-20		Retirement Contributions / 401-a Plan			
001-8020-571.23-00		Library / Life & Health Insurance	27,305.00	26,236.00	1,069.00
001-8020-571.24-10		Workers' Compensation / Workers' Comp Regular	1,005.00	336.01	668.99
001-8020-571.31-50		Professional Services / Internal IT Support	78,729.00	78,729.00	
001-8020-571.34-50		Other Contractual Service / Other Contractual Servi	3,208.00	2,928.30	279.70
001-8020-571.40-10		Travel & Training / Training/Registration			
001-8020-571.40-20		Travel & Training / Lodging/Transportation			
001-8020-571.40-30		Travel & Training / Other			
001-8020-571.41-30		Communication/Freight Srv / Postage & Freight	100.00	85.00	15.00
001-8020-571.43-10		Utility Services / Water	1,300.00	1,257.80	42.20
001-8020-571.43-20		Utility Services / Sewer	480.00	518.27	(38.27)
001-8020-571.43-30		Utility Services / Electricity	13,000.00	10,451.26	2,548.74
001-8020-571.43-40		Utility Services / Refuse/Waste Disposal	1,200.00	1,386.60	(186.60)
001-8020-571.45-10		Insurance / Property/Liability	29,851.00	29,850.96	0.04
001-8020-571.46-10		Repair/Maint Services / Buildings	4,200.00	4,447.61	(247.61)
001-8020-571.46-21		Repair/Maint Services / Equipment-General	1,500.00	318.00	1,182.00
001-8020-571.47-00		Library / Printing & Binding	3,158.00	3,157.50	0.50
001-8020-571.48-00		Library / Promotional Activities	14,880.00	11,800.00	3,080.00
001-8020-571.51-10		Office Supplies / Office Supplies	2,470.00	2,353.50	116.50
001-8020-571.51-20		Office Supplies / Office Furniture	2,165.00	2,164.88	0.12
001-8020-571.52-20		Operating Supplies / Small Tools & Equipment	760.00	758.01	1.99
001-8020-571.52-90		Operating Supplies / Other	2,640.00	2,639.27	0.73
001-8020-571.54-00		Library / Books, Publ, Subsc & Memb	14,437.00	14,431.60	5.40
001-8020-571.54-90		Books, Publ, Subsc & Memb / Library Materials			
001-8020-571.58-71		Miscellaneous Expenses / Over/Short Cash Receipts	29,122.00	29,092.33	29.67
001-8020-571.62-10		Buildings / Improvements			
301-8020-571.46-70		Repair/Maint Services / Repair/Maint Services			
301-8020-571.62-10		Buildings / Improvements			
301-8020-571.63-00		Library / Improve other than Build			
607-8020-571.54-00		Library / Books, Publ, Subsc & Memb			
			\$ 426,546.00	\$ 413,722.10	\$ 12,823.90

State Aid Documents Certification

This is to certify that on Tuesday, September 21, 2021, the City Commission of the City Lake Worth Beach, FL approved under the Consent Agenda a Resolution approving the application for State Aid to Libraries for 2021-2022 and its associated Annual Plan of Service for 2021-2022 and Long Range Plan for 2020-2025.

This 21st day of September, 2021

By: _____

City Clerk

EXECUTIVE BRIEF REGULAR MEETING

AGENDA DATE: September 21, 2021

DEPARTMENT: City Attorney

TITLE:

Resolution No. 64-2021 -- approving the Settlement Agreement with the Federal Emergency Management Administration and its Administrator, in her official capacity (inclusive of attorney's fees and costs)

SUMMARY:

This is a request to settle Case No. 21-10755, City of Lake Worth Beach, Florida v Federal Emergency Management Agency and Deanne Criswell, in her official capacity, filed in the U.S. Court of Appeals for the Eleventh Circuit.

BACKGROUND AND JUSTIFICATION:

The City filed a lawsuit against FEMA in federal court (Case No. 9:19-CV-81140-AHS) challenging FEMA's denial of the City's administrative appeals of FEMA's decision to deobligate certain funds that the City had received through the FEMA Public Assistance Programs.

FEMA had denied these appeals without considering the merits on procedural grounds and without deciding the merits of the City's appeal.

The parties have reached an agreement whereby FEMA has agreed to consider the City's appeals on the merits, and the City has agreed to dismiss the litigation with each party bearing their own fees and costs.

MOTION:

Move to approve Resolution No. 64-2021 approving the settlement with the Federal Emergency Management Administration and its Administrator, in her official capacity.

ATTACHMENT(S):

Fiscal Impact Analysis – N/A
Resolution 64-2021
Settlement Agreement

RESOLUTION NO. 64-2021 OF THE CITY COMMISSION OF THE CITY OF LAKE WORTH BEACH, FLORIDA, APPROVING A SETTLEMENT AGREEMENT BETWEEN THE CITY OF LAKE WORTH BEACH AND THE FEDERAL EMERGENCY MANAGEMENT ADMINISTRATION AND ITS ADMINISTRATOR (“FEMA”); PROVIDING AN EFFECTIVE DATE

WHEREAS, the City filed a lawsuit against FEMA in federal court (Case No. 9:19-CV-81140-AHS) challenging FEMA’s denial of the City’s administrative appeals of FEMA’s decision to deobligate certain funds that the City had received through the FEMA Public Assistance Programs; and

WHEREAS, FEMA had denied these appeals without considering the merits on procedural grounds and without deciding the merits of the City’s appeal; and

WHEREAS, the parties have reached an agreement whereby FEMA has agreed to consider the City’s appeals on the merits; and

WHEREAS, the City has agreed to dismiss the litigation with each party bearing their own fees and costs.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF LAKE WORTH BEACH, FLORIDA, AND BY ITS UNDERSIGNED COUNSEL that:

The Mayor of the City of Lake Worth Beach is hereby authorized to sign the attached Settlement Agreement by and on behalf of the City.

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

- Mayor Betty Resch
- Vice Mayor Herman Robinson
- Commissioner Sarah Malega
- Commissioner Christopher McVoy
- Commissioner Kimberly Stokes

The Mayor thereupon declared this resolution duly passed and adopted on the ____ day of September, 2021.

LAKE WORTH BEACH CITY COMMISSION

By: _____
Betty Resch, Mayor

ATTEST:

Melissa Ann Coyne, City Clerk

SETTLEMENT AGREEMENT

Parties

1. The parties to this Settlement Agreement are the City of Lake Worth Beach, Florida (the “City”) and the Federal Emergency Management Administration and its Administrator, in her official capacity (collectively, “FEMA”).

Background

2. Through this Settlement Agreement, the parties to *City of Lake Worth Beach, Florida v. FEMA*, No. 21-10755 (11th Cir.), agree to settle the matter in accordance with the terms and conditions set forth in this Settlement Agreement.

3. The City brought this case against FEMA in the Southern District of Florida (No. 9:19-cv-81140), challenging FEMA’s denial of the City’s administrative appeals of FEMA’s decisions to deobligate certain funds that the City had received through the FEMA Public Assistance program. The only administrative appeals relevant to the City’s claims in this litigation, and the only ones affected by this Settlement Agreement, are the appeals that the City submitted to the Florida Division of Emergency Management (“FDEM”) through letters dated February 7, 2012 and July 12, 2013.

4. On July 23, 2018, FEMA’s Regional Administrator for Region IV denied the City’s administrative appeals on timeliness grounds. The City appealed the Regional Administrator’s decision through the administrative appeal process, and on October 18, 2019, FEMA’s Acting Director for the Public Assistance Division issued a decision that (1) upheld the Regional Administrator’s timeliness-based denial; and (2) resolved the City’s request for reinstatement of a portion of the deobligated funds under section 705(a) of the Stafford Act, as amended by section 1216(c) of the Disaster Recovery Reform Act of 2018. As to the second issue, the Acting Director granted the City a portion of the relief it had requested.

5. On January 4, 2021, the district court granted FEMA’s motion to dismiss the City’s complaint. The district court also dismissed the claims of two other cities whose cases had been consolidated with the City’s. Those other cases were *City of Pembroke Pines, Florida* (No. 0:19-cv-62056) and *City of Deerfield Beach, Florida v. FEMA* (No. 0:19-cv-62032).

6. On March 4, 2021, the City filed a notice of appeal to the United States Court of Appeals for the Eleventh Circuit. The City of Pembroke Pines, Florida and the City of Deerfield Beach, Florida are not parties to the Eleventh Circuit appeal and are not parties to this Settlement Agreement.

Terms and Conditions

7. The City agrees that, within seven days after the effective date of this Settlement Agreement, the City will file a motion to dismiss its pending appeal, *City of Lake Worth Beach, Florida v. FEMA*, No. 21-10755 (11th Cir.). The City agrees to file the motion to dismiss that is attached to this Settlement Agreement as Exhibit A.

8. FEMA agrees that, after the Eleventh Circuit issues an order dismissing the appeal:

- a. FEMA's Regional Administrator for Region IV will consider the administrative appeals that the City initially submitted to FDEM through letters dated February 7, 2012 and July 12, 2013, including any subsequent submissions by the City made in response to Region IV's Requests for Information related to the merits of the administrative appeals.
- b. FEMA will address the substantive issues raised by these administrative appeals; FEMA will not, however, revisit the substantive issues already resolved in FEMA's October 18, 2019 second appeal decision regarding section 705(a) of the Stafford Act, as amended by section 1216(c) of the Disaster Recovery Reform Act of 2018. FEMA will not deny relief on the basis that the City's previously submitted first appeals were allegedly untimely due to late submission by either the City or FDEM.
- c. Within 90 days following the Eleventh Circuit's order dismissing the appeal, the Regional Administrator will notify FDEM and the City in writing of the disposition of the City's previously submitted first appeals or of the need for additional information. A request by the Regional Administrator for additional information will include a date by which the information must be provided. Within 90 days following the receipt of the requested additional information or following expiration of the period for providing the information, the Regional Administrator will notify FDEM and the City in writing of the disposition of the City's previously submitted first appeals.
- d. The Regional Administrator's decision will be appealable to FEMA's Assistant Administrator for the Recovery Directorate, pursuant to the procedures and timelines set forth in 44 C.F.R. § 206.206. References in 44 C.F.R. § 206.206 to the Assistant Administrator for the Disaster Assistance Directorate are understood to refer to the Assistant Administrator for the Recovery Directorate, the current title for the relevant position.

9. **Attorney's Fees and Costs.** Each party agrees to bear its own fees and costs for both the Eleventh Circuit appeal and the proceedings in the Southern District of Florida.

10. **No precedential effect.** The terms of this Settlement Agreement do not establish any precedent. The City understands and agrees that this Settlement Agreement shall not be used by it as a basis to seek or justify similar terms in any subsequent cases or administrative proceedings.

11. **No admissions.** This Settlement Agreement is not, and shall not be construed as, an admission of liability, fault, or wrongdoing by the United States, its agencies, components, agents, servants, or employees. This Settlement Agreement has been agreed to by the City and FEMA to compromise disputed claims and to avoid the delay, expense, and risk of

further litigation. Except in a proceeding alleging a breach of the terms of this Settlement Agreement, no warranty, representation, term, or provision of this Settlement Agreement may be offered or received into evidence or referred to or be the basis for any civil, criminal, or administrative action or proceeding against the United States or any of its agencies, components, agents, servants, or employees.

12. **Rule of construction.** This Settlement Agreement shall be considered a jointly drafted agreement and shall not be construed against any party as the drafter.

13. **Statement of understanding.** The City and FEMA each acknowledge that they have read and fully understand all of the provisions contained in this Settlement Agreement. Both parties each further acknowledge and affirm that they are able to understand this Settlement Agreement in its entirety, and that the Settlement Agreement is executed by both of them hereto knowingly and voluntarily, of their own free act and deed. The City further acknowledges that it has discussed this Settlement Agreement with its counsel, who has explained the Settlement Agreement and the attached exhibits, and that the City understands all of the terms and conditions of this Settlement Agreement.

14. **Integration.** This Settlement Agreement constitutes the entire agreement and understanding between the parties. No statement, remark, agreement, or understanding, oral or written, which is not contained in this Settlement Agreement, shall be recognized or enforced. This Settlement Agreement cannot be modified or amended except by an instrument in writing, agreed to and signed by the parties, nor shall any provision hereof be waived other than by a written waiver, signed by the parties.

15. **Severability.** The terms and provisions of this Settlement Agreement are fully severable. If any term or provision of this Settlement Agreement is determined by a court or administrative body to be unlawful, invalid, or otherwise unenforceable, this Settlement Agreement shall be construed as if the severed term or provision had never comprised part of this Settlement Agreement. The remaining terms and provisions of the Settlement Agreement shall remain in full force and effect and will not be affected by the severed term or provision or by its severance.

16. **Defense of the agreement.** The parties shall defend this Settlement Agreement and any of its exhibits against any challenges made to them in any proceeding.

17. **Full authority to sign.** Each person signing this Settlement Agreement represents and warrants that he or she has full authority to execute it on behalf of himself or herself, or on behalf of the party or entity on whose behalf he or she signs. The City represents and warrants that it is the sole and lawful owner of all rights, title and interests in and to every claim and other matter that it purports to release herein, and that it has not heretofore assigned or transferred, or purported or attempted to assign or transfer, to any person or entity any claims or other matters herein released. This Settlement Agreement shall be binding upon and inure to the benefit of the City, FEMA, and any of their respective heirs, successors, assigns, and personal representatives,

including any person, entity, department, or agency succeeding to the interests or obligations of any party hereto, or having an interest herein.

18. **Execution.** This Settlement Agreement, which may be signed in counterparts, takes effect on the latest date on which it is signed by any of the parties or their counsel. This Settlement Agreement may be executed by electronic signatures.

FOR THE CITY OF LAKE WORTH BEACH, FLORIDA

Date: _____
Mayor Betty Resch
City of Lake Worth Beach, Florida
7 North Dixie Highway
Lake Worth Beach, FL 33460

FOR THE FEDERAL EMERGENCY MANAGEMENT AGENCY

KEVIN SOTER Digitally signed by KEVIN SOTER
Date: 2021.08.16 09:00:13 -07'00'

Date: 08/16/2021
Kevin B. Soter
Attorney, Appellate Staff
Civil Division, United States Department of Justice
950 Pennsylvania Ave. NW
Washington, DC 20530

MICHAEL K CAMERON Digitally signed by MICHAEL K CAMERON
Date: 2021.08.16 13:30:28 -04'00'

Date: 08/16/2021
Michael Cameron
Principal Deputy Chief Counsel
Office of Chief Counsel
Federal Emergency Management Agency
500 C St., SW
Washington, DC 20472-2808

Exhibit A

No. 21-10755

UNITED STATES COURT OF APPEALS FOR THE ELEVENTH CIRCUIT

CITY OF LAKE WORTH BEACH, FLORIDA,

Plaintiff-Appellant,

v.

FEDERAL EMERGENCY MANAGEMENT AGENCY and DEANNE
CRISWELL, in her official capacity,

Defendants-Appellees.¹

ON APPEAL FROM THE UNITED STATES DISTRICT COURT
FOR THE SOUTHERN DISTRICT OF FLORIDA
CASE NO. 9:19-CV-81140-AHS

UNOPPOSED MOTION TO DISMISS APPEAL

Michelle F. Zaltsberg, Esq.
Florida Bar No. 72908
BAKER, DONELSON, BEARMAN,
CALDWELL & BERKOWITZ, P.C.
200 South Orange Avenue, Suite 2900
Orlando, Florida 32801
Tel: (407) 367-5433
Facsimile: (407) 841-0325

Attorneys for Plaintiff-Appellant

¹ This caption reflects substitution of the FEMA Administrator pursuant to Fed. R. App. P. 43(c)(2).

**City of Lake Worth Beach v. Federal Emergency Management Agency, et al.
Case No. 21-10755**

**CERTIFICATE OF INTERESTED PERSONS AND CORPORATE
DISCLOSURE STATEMENT**

Pursuant to Fed. R. App. 26.1 and 11th Circ. R. 26.1-1, Plaintiff-Appellant, the City of Lake Worth Beach, Florida submits the following list of all trial judges, attorneys, persons, associations of persons, firms, partnerships, or corporations that have an interest in the outcome of the underlying case or appeal:

Abbott, Ernest B., counsel for Plaintiff-Appellant.

Altman, Roy K., United States District Judge, Southern District of Florida.

Baker, Donelson, Bearman, Caldwell & Berkowitz, P.C., counsel for Plaintiff-Appellant.

Bornstein, Mike, city-manager for Plaintiff-Appellant.

Boynton, Brian M., Acting Assistant Attorney General.

Cheek, Christopher E., counsel for Defendants-Appellees.

City of Lake Worth Beach, Florida, Plaintiff-Appellant.

Criswell, Deanne, Defendant-Appellee, in her official capacity as FEMA Administrator.

DeBorja, Ramoncito J., counsel for Defendants-Appellees.

Ellard, Wendy Huff, counsel for Plaintiff-Appellant.

Fajardo Orshan, Ariana, former United States Attorney, Southern District of Florida.

Federal Emergency Management Agency, Defendant-Appellee.

Fenton, Jr., Robert J., Senior Official Performing the Duties of FEMA Administrator.

Gaynor, Peter, former administrator of Defendant-Appellee.

Goddeau, Christy, L., counsel for Plaintiff-Appellant.

Gonzalez, Juan Antonio, Acting United States Attorney, Southern District of Florida.

Hunt, Patrick M., United States Magistrate Judge, Southern District of Florida.

Matthewman, William, United States Magistrate Judge, Southern District of Florida.

Pierson, Brock, counsel for Defendants-Appellees.

Reinhart, Bruce E., United States Magistrate Judge, Southern District of Florida.

Resch, Betty, Mayor of Plaintiff-Appellant.

Ruiz II, Rodolfo A., United States District Judge, Southern District of Florida.

Seltzer, Barry S., United States Magistrate Judge, Southern District of Florida.

Sevier, Adrian, counsel for Defendants-Appellees.

Singhal, Anuraag Hari, United States District Court Judge, Southern District of Florida.

Smachetti, Emily M., counsel for Defendants-Appellees.

Smith, Rodney, United States District Judge, Southern District of Florida.

Soter, Kevin B., appellate counsel for Defendants-Appellees.

Stern, Mark B., appellate counsel for Defendants-Appellees.

Torcivia, Donlon, Goddeau & Rubin, P.A., counsel for Plaintiff-Appellant.

Torcivia, Glen J., counsel for Plaintiff-Appellant.

Valle, Alicia O., United States Magistrate Judge, Southern District of Florida.

Zaltsberg, Michelle F., counsel for Plaintiff-Appellant.

CORPORATE DISCLOSURE STATEMENT

Not applicable.

UNOPPOSED MOTION TO DISMISS APPEAL

Plaintiff-Appellant, the City of Lake Worth Beach, Florida, by and through undersigned counsel and pursuant to Fed. R. App. P. 42(b), hereby moves to dismiss this appeal and all parties and claims therein, with each party bearing its own fees and costs. Counsel for the Defendants-Appellees has authorized us to state that they do not oppose this motion.

Respectfully submitted,

/s/ Michelle F. Zaltsberg _____

Michelle F. Zaltsberg
Baker, Donelson, Bearman, Caldwell &
Berkowitz, PC
200 South Orange Avenue, Suite 2900
Orlando, Florida 32801
(407) 367-5433
mzaltsberg@bakerdonelson.com

*Special Counsel to City of Lake Worth
Beach, Florida*

IN THE CIRCUIT COURT OF THE SECOND JUDICIAL CIRCUIT,
IN AND FOR LEON COUNTY, FLORIDA

CITY OF GAINESVILLE, FLORIDA,

_____, _____,

Plaintiffs,

vs.

RON DESANTIS, in his official capacity as
Governor of the State of Florida; and

ASHLEY MOODY, in her official capacity as
Attorney General of the State of Florida,

Defendants.

CASE NO.

COMPLAINT

Plaintiffs, the City of Gainesville, _____, and _____ bring this action for declaratory and injunctive relief against Defendants Ron DeSantis, in his official capacity as Governor of the State of Florida, and Ashley Moody, in her official capacity as Attorney General of the State of Florida, and state as follows:

INTRODUCTION

1. Municipalities are the government closest to the people. Municipal governments provide the day-to-day services that most Floridians rely on, from public transportation to parks and libraries to safety and emergency services. Municipalities have a responsibility to allocate these services in the way that best responds to the needs of the local community, and to do that, they need authority to be able to craft budgets that reflect community values. This budget-making authority lies at the heart of a municipality's legislative powers.

2. Throughout Florida, municipalities have been engaging in meaningful dialogue with residents about investing in public safety strategies that emphasize social services outside of law enforcement, after thousands of Floridians called on municipalities to prioritize racial justice. This dialogue has spurred municipal budget reform proposals that reimagine public safety as responsive and reflective of community needs and values.

3. Governor Ron DeSantis has commandeered this local legislative process through unconstitutional legislation: the Combating Violence, Disorder, and Looting, and Law Enforcement Protection Act, also known as HB 1. HB 1 allows the Governor and his cabinet to wield state-wide executive power to take control of a local budget that reduces law-enforcement spending, thereby reversing the local legislative process and directing local tax dollars with no

guiding standards, no limitations from the state legislature, and no accountability to the impacted local communities.

4. In just the few months since its enactment, HB 1 has impacted municipal budgeting throughout Florida. Municipalities have little ability to predict which decisions could be overruled under HB 1's state takeover provisions, making it unworkable to commit funds to certain services when the state could retroactively reverse that decision. Municipalities are deterred from considering the budgeting reforms that their residents are calling for because doing so could cost them control over their budget and, in turn, hamper their ability to function. Fiscally conservative municipalities are discouraged from pursuing cost-saving measures across all municipal departments. In essence, municipalities have been chilled from structuring their budgets to serve the best interests and needs of their communities.

5. HB 1 violates the Florida Constitution on several grounds:

a. Separation of Powers: The state legislature does not have the authority to convey local budget oversight to the state executive branch under the Florida Constitution's separation of powers provisions, Fla. Const. art. II, § 3;

b. Nondelegation: The legislature does not have the authority to delegate unlimited and unguided discretion to the executive pursuant to the nondelegation doctrine;

c. Single-Subject Rule: HB 1 does not abide by the Florida Constitution's single subject rule because only its first section relates to municipal budgeting while its subsequent sections pertain to individual speech activities, Fla. Const. art. III, § 6;

d. Unfunded Mandate: However it is applied, HB 1 creates an unfunded mandate, forcing municipalities to make expenditures at the command of the state without

any financial support and in violation of the Florida Constitution, Fla. Const. art. VII, § 18;
and

e. Home Rule: HB 1 disregards the protection of internal municipal governance under home rule that voters have time and time again guaranteed to municipalities in Florida, Fla. Const. art. VIII, § 2.

6. These infirmities require a permanent injunction of HB 1's municipal budgeting provisions. Municipalities need control and certainty over their budget in order to serve the needs of their residents with a budget that reflects their communities' priorities and values.

JURISDICTION AND VENUE

7. This is an action seeking declaratory relief, which this Court has jurisdiction to grant pursuant to Chapter 86 of the Florida Statutes, and injunctive relief, which this Court has jurisdiction to grant pursuant to Section 26.012 of the Florida Statutes. *See* Fla. Stat. §§ 26.012, 86.011, 86.021.

8. The City of Gainesville is a proper plaintiff to challenge the constitutionality of HB 1 because this law will require the City to expend public funds on law enforcement that otherwise would have been allocated to other municipal services and because this law has injected substantial uncertainty into the City's overall budgeting process.

9. Venue is proper in Leon County because the Defendants are all located, or have their principal headquarters, in Leon County Florida. *See* Fla. Stat. § 47.011.

THE PARTIES

10. The City of Gainesville is a municipality established in 1927 and vested with "all governmental, corporate, and proprietary powers" that enable it to perform its municipal functions, which include, among others, "expend[ing] the money of the City for all lawful purposes,"

“maintain[ing] a department or division of police,” and “do[ing] all things whatsoever necessary or expedient for promoting or maintaining the general welfare . . . peace, [and] government . . . of the city or its inhabitants.” Fla. Ch. 90-394, art. 1 § 101 (1990); Fla. Ch. 12760, § 7(e), (x)-(y) (1927).

11. Defendant Ron DeSantis currently serves as the Governor of the State of Florida. He is sued in his official capacity. He is the Florida constitutional officer charged with “tak[ing] care that the laws [are] faithfully executed.” Fla. Const. art. IV, § 1(a). Governor DeSantis is responsible for the enforcement of HB 1 and an appropriate defendant in this action.

12. Defendant Ashley Moody currently serves as the Attorney General of the State of Florida. She is sued in her official capacity. She serves as Florida’s chief legal officer. Fla. Const. art. IV, § 4(b). Attorney General Moody is responsible for the enforcement of HB 1 and an appropriate defendant in this action.

FACTS

I. The Florida Constitution Establishes a Distinct and Robust Tripartite System of State Government and Floridians’ Right to Local Self-Governance.

13. From the very first words of the U.S. Constitution, “We the People,” America stands as a system rooted in self-government. A key tenet of the American constitutional tradition is the recognition that the powers imbued in government derive solely from the people.¹

¹ See U.S. Const. preamble (“We the people of the United States...do ordain and establish this Constitution for the United States of America.”); *see also* The Declaration of Independence (U.S. 1776) (“Governments are instituted among Men, deriving their just powers from the consent of the governed[.]”); Mont. Const. art. II, pt. II, § 1 (“All political power is vested in and derived from the people.”); Penn. Const. art. I, § 2 (“All power is inherent in the people, and all free governments are founded on their authority and instituted for their peace, safety and happiness.”); Tex. Const. art. I, § 2 (“All political power is inherent in the people, and all free governments are founded on their authority, and instituted for their benefit.”); Virg. Const. art. I, § 2 (“[A]ll power is vested in, and consequently derived from, the people, that magistrates are their trustees and servants, and at all times amenable to them.”)

14. This American constitutional tradition of self-government is protected by a system of checks and balances.² Constitutional checks and balances not only guard the liberties of the governed against abuse by their government, but also reserve ample power to the people so that the people may govern themselves and their own affairs.³

15. One of the most vital checks and balances is the separation of powers among different branches and different levels of government.⁴ The U.S. and vast majority of state constitutions incorporate both *horizontal* separation of powers principles by establishing tripartite systems of government⁵—consisting of a legislative, executive, and judicial branch—and *vertical* separation of powers principles by reserving power to the people and their local governments through home rule.⁶

16. Vertical separation of powers provides a critical protection of democracy because municipal leadership is based in the local community, rather than a faraway state capital. At the

² See Baron de Montesquieu, *The Spirit of the Laws*, 151-52 (Hafner, Thomas Nugent trans, 1949) (“When the legislative and executive powers are united in the same person, or in the same body of magistrates, there can be no liberty; because apprehensions may arise, lest the same monarch or senate should enact tyrannical laws, to execute them in a tyrannical manner.”); John Locke, *Two Treatise of Government* 193 (Thomas I. Cook ed., Hafner Publishing Co. 1947) (“And when the people have said, we will submit to rules and be governed by laws made by such men, and in such forms, nobody else can say other men shall make laws for them; nor can the people be bound by any laws but such as are enacted by those whom they have chosen and authorized to make laws for them.”).

³ See *Gregory v. Ashcroft*, 501 U.S. 452 (1991) (“Just as the separation and independence of the coordinate branches of the Federal Government serve to prevent the accumulation of excessive power in any one branch, a healthy balance of power between the States and the Federal Government will reduce the risk of tyranny and abuse from either front.”); see also Abner S. Greene, *Checks and Balances in an Era of Presidential Lawmaking*, 61 U. Chi. L. Rev. 123, 131-32 (1994) (“[I]t is important to realize that the core value of multiple repositories of power that the citizens are sovereign and their delegated power must be fractured among various governmental actors—is central as well to both judicial review and federalism....the structure of federalism was intended to ensure that the citizens had multiple governmental repositories, at varying levels of locality, into which to delegate powers.”).

⁴ See, e.g., *New York v. United States*, 505 U.S. 144 (1992); *Texas Boll Weevil Eradication Foundation, Inc. v. Lewellen*, 952 S.W. 2d 454 (Tex. 1997).

⁵ *INS v. Chadha*, 462 U.S. 919 (1983) (“[T]he Framers saw fit to divide and balance the powers of Government so that each branch would be checked by the others. Virtually every part of our constitutional system bears the mark of this judgement.”); see also Jim Rossi, *Institutional Design and the Lingering Legacy of Antifederalist Separation of Powers Ideals in the State*, 52 Van. L. Rev. 1167, 1187-1202 (1999) (cataloguing various separation of powers provisions in state constitutions).

⁶ See U.S. Const. amend. X; Lynn A. Baker & Daniel Rodriguez, *Constitutional Home Rule and Judicial Scrutiny*, 86 Denv. L. Rev. 1337, Appendix (2009) (listing various state constitutional home rule provisions).

local level, residents have easier access to their representatives—who often represent fewer constituents than at the state level—which in turn allows municipalities to craft policy that directly responds to community needs and more closely reflects community values.⁷

17. The Florida Constitution of 1968 and its subsequent amendments observe the American constitutional tradition⁸ with especially robust horizontal separation of powers principles, among the strictest and strongest of all state constitutions.⁹

18. The people of Florida additionally amended the Florida Constitution in 1968 to guarantee the vertical separation of powers principle of local self-government by granting municipalities the right to home rule.¹⁰

19. The amended Article VIII, § 2(b) of the Florida Constitution establishes that “municipalities shall have governmental, corporate and proprietary powers to enable them to conduct municipal government, perform municipal functions and render municipal services, and may exercise power for municipal purposes except as otherwise provided by law.” This amendment ensured that home rule, a long-standing tradition in Florida since the earliest days of its history as a Spanish colony, would remain enshrined in the fabric of Florida’s democracy.¹¹

20. The Florida Legislature and state courts have reaffirmed the principle of home rule since the people’s mandate. When the home rule amendment was initially interpreted narrowly,

⁷ See generally Paul A. Diller, *Why Do Cities Innovate in Public Health? Implications of Scale and Structure*, 91 Wash. U. L. Rev. 1219 (2014).

⁸ See, e.g., Fla. Const. art. I, § 1 (“All political power is inherent in the people.”); Fla. Const. art. II, § 3 (“The powers of the state government shall be divided into legislative, executive and judicial branches. No person belonging to one branch shall exercise any powers appertaining to either of the other branches unless expressly provided herein.”).

⁹ See Jim Rossi, *Institutional Design and the Lingering Legacy of Antifederalist Separation of Powers Ideals in the State*, 52 Van. L. Rev. 1167, 1195 (1999).

¹⁰ See Fla. Const. art. VIII.

¹¹ Florida House of Representatives, *The History and Status of Local Government Powers in Florida* 1-2 (July 31, 1972).

the Florida Legislature enacted the Municipal Home Rules Power Act (MHRPA) (Ch. 166 of the Florida Statutes) to underline the importance of local control under the new constitutional amendment.¹² The Florida Supreme Court has since emphasized: “The clear purpose of the [amendment] was to give the municipalities inherent power to meet municipal needs. . . . The legislature’s retained power is now one of limitation rather than one of grace.” *Lake Worth Utilities Auth. v. City of Lake Worth*, 468 So. 2d 215, 217 (Fla. 1985).

21. Insofar as the state has retained power to influence municipal policy, it may only do so through valid exertion of legislative power. *See Askew v. Cross Key Waterways*, 372 So. 2d 913, 915-19 (Fla. 1978). In order to keep the legislature accountable to the communities they represent, this core legislative power cannot be delegated to another branch of state government.

22. Florida voters have also expanded the protections of local self-governance. When the state legislature began encroaching on local governments’ autonomy by requiring them to make expenditures without providing a revenue stream, Floridians overwhelmingly voted to adopt a new constitutional amendment in 1990 preventing the state legislature from imposing unfunded mandates on local governments.¹³

23. Article VII, § 18 of the Florida Constitution provides that “no county or municipality shall be bound by any general law requiring such county or municipality to spend funds or to take an action requiring the expenditure of funds” subject to certain limitations.

24. Florida’s horizontal and vertical separation of powers principles—its three-branch system of state government and its home rule guarantee—work together to reinforce checks and

¹² J. James R. Wolf and Harah Harley Bolinder, *The Effectiveness of Home Rule: A Preemption and Conflict Analysis*, 83 Fla. B.J. No.6 (2009).

¹³ Fl. Dep’t of State, Fl. General Election Results (Nov. 6, 1990), <https://results.elections.myflorida.com/?ElectionDate=11/6/1990&DATAMODE=>.

balances, empower the people of Florida to govern themselves, and protect this liberty from diminution by any means other than a valid exercise of legislative power.

Charter of the City of Gainesville

25. The City of Gainesville is a home rule city as defined under Article VIII, Section 2, of the Florida Constitution. The Legislature granted the City home rule status, as defined under the Florida home rule constitutional amendment, in 1990 via statute¹⁴:

“The City of Gainesville, created by chapter 12760, Laws of Florida, 1927, as amended, shall continue and is vested with all governmental, corporate, and proprietary powers to enable it to conduct municipal government, perform municipal functions, render municipal services, and exercise any power for municipal purposes, except as otherwise provided by law.”¹⁵

The statute continued by explicitly providing that “the powers of the city shall be construed liberally in favor of the city, limited only by the State Constitution, general law, and specific limitations contained in this act.”¹⁶

26. Among the powers guaranteed to Gainesville are the powers to “raise taxes”¹⁷; “to expend the money of the City for all lawful purposes”¹⁸; “to exercise full police powers, and establish and maintain a department or division of police”¹⁹; and “to do all things whatsoever necessary or expedient for promoting or maintaining the general welfare, comfort, education, morals, peace, government, health, trade, commerce or industries of the city or its inhabitants”.²⁰

¹⁴ 1990 Fla. Laws, ch. 90- 394, at 47 .

¹⁵ 1990 Fla. Laws, ch. 12760, art. 1.01.

¹⁶ 1990 Fla.Laws, ch. 12760, art. 1.03. .

¹⁷ 1990 Fla. Laws, ch. 12760 at 1388.

¹⁸ 1990 Fla. Laws, ch. 12760 at 1389.

¹⁹ 1990 Fla. Laws, ch. 12760 at 1394.

²⁰ 1990 Fla. Laws, ch. 12760 at 1394.

27. The Charter of the City of Gainesville adopts home rule wholesale.²¹ It also provides that among the enumerated powers of the City are the formulation and approval of an annual budget²² and control over the Gainesville Police Department.²³

II. Florida Municipalities Are Best Positioned to Adopt Budgets that Reflect Their Residents' Needs, Values, and Priorities.

28. Municipal budgets reflect the priorities of the community. Municipalities are expected to provide a wide array of services to residents and must make difficult decisions about how to allocate finite resources to best serve the needs of the community. In some communities, constituents may advocate for a more fiscally conservative budget, while in others, constituents may push for an increase in certain services that necessitate a reallocation of funding. Municipal budgeting enables and celebrates these differences allowing residents to have a voice in their communities.

29. Floridians rely on their municipal governments to provide and maintain a wide array of public services, such as parks, recreation centers, libraries, animal control, water, transportation, and public safety.

30. In Florida, however, municipal revenue streams are limited. The Florida Constitution caps municipal property taxes at \$10 per \$1,000 valuation, Fla. Const. Art. VII, § 9(b), so this funding stream generally accounts for less than half of the revenue that Florida municipalities generate.²⁴ Additionally, municipalities rely on a combination of proprietary and regulatory fees along with grants from the state and federal governments or other external entities.

²¹ Gainesville, Fla., Ordinances, art. 1, § 1.01 (2021).

²² Gainesville, Fla., Ordinances, ch. 3, art. 3, § 3.02 (2021).

²³ Gainesville, Fla., Ordinances, ch. 21, art. 1 (2021).

²⁴ Florida League of Cities, *2019 State of Cities* (2019), http://www.floridaleagueofcities.com/docs/default-source/default-document-library/2019-state-of-the-cities.pdf?sfvrsn=c405dad5_6.

31. These streams of revenue are naturally variable. Municipal tax and fee revenue fluctuate every year based on several factors, including economic conditions and individual activity. When there are natural decreases in local revenues, municipalities have to make budget cuts across the board in order to achieve a balanced budget. During the 2010 recession, for example, several municipalities in Florida had to make budget reductions that impacted law enforcement:

a. In 2010, tax revenues plummeted in Panama City. In order to balance the books, the city unfunded all vacant positions. Of 31 positions, 11 cuts came from the police department, including sworn officers and civilian positions.²⁵

b. The 2011-12 budget approved by the Gainesville City Commission cut Gainesville Police Department's budget by \$946,000, saving 3.2% of the \$29.6 general fund. These funding reductions resulted in the elimination of several command staff positions in the department.²⁶

c. In Jacksonville, between the fiscal years of 2010 and 2013, 147 police officer positions were eliminated due to budget cuts, including the entire mounted police force.²⁷

32. Some decreases in local revenue may arise when an intergovernmental or external grant is time-limited and non-renewable. As the grant period ends, a municipality must decide how to maintain that funding stream or allow the reduction. For example, in 2012, the City of Gainesville was one of only two municipalities to receive a grant from the Center for Children's

²⁵ Katie Landeck, *Chief: Panama City Police Department 'strained'*, Panama City News Herald (Jan. 7, 2017), <https://www.newsherald.com/news/20170107/chief-panama-city-police-department-strained>.

²⁶ Cindy Swirko, *Budget Cuts Hit GPD Command Staff Hard*, The Gainesville Sun (Sept. 17, 2010), <https://www.gainesville.com/article/LK/20100917/news/604164102/GS/>.

²⁷ David Bauerlein, *71 of 147 police cuts not linked to Mayor Brown, analyses find*, The Florida Times-Union (May 14, 2015), <https://www.jacksonville.com/article/20150514/NEWS/801245291>.

Law and Policy to reduce the arrest rates of youth of color. The grant and associated revenue stream expired after two years, so Gainesville allocated its own municipal funds toward the Disproportionate Minority Contact Initiative. Had Gainesville not allocated that continued revenue stream, the police department budget would have been reduced due to the expiration of the grant.

33. Other times, municipalities may reorganize departments and shift funding structures to promote economic efficiency. For example, in 1990, the Live Oak City Council voted to turn the city's law enforcement role over to the Suwannee County Sheriff's Office due to budget constraints. Likewise, Mexico Beach's former police department was dissolved in October 2019 in favor of having the Bay County Sheriff's Office take over. City officials reported the switch saved Mexico Beach money that helped other service areas.²⁸

34. In some cases, municipalities have used their budget authority to dismantle parts of police departments that were found to be engaging in malfeasance and misappropriation. In 1987, the City of West Palm Beach disbanded its ten-member tactical team after members of the city's Haitian community sued the city accusing officers of violating their constitutional rights, conducting unreasonable strip searches, using slurs, and physically abusing them. The city settled the lawsuit for \$75,000.²⁹ And in 1992, the City of Largo disbanded their special investigations unit after evidence surfaced of detectives misusing funds and police vehicles. Money allocated for the special unit moved back into the city's general fund.³⁰

35. Municipalities face difficult budgetary decisions every year, and the current fiscal year is no different. As a result of the economic downturn caused by the COVID-19 pandemic,

²⁸ Blake Brannon, *Officials look back at transition from Mexico Beach Police Department to Bay County Sheriff's Office*, WJHG News Channel 7 (Nov. 2, 2020), <https://www.wjhg.com/2020/11/03/officials-look-back-at-transition-from-mexico-beach-police-department-to-bay-county-sheriffs-office/>.

²⁹ Larry Aydlette, *West Palm May Pay \$75,000 to End Lawsuit*, The Palm Beach Post (Dec. 30, 1987), <https://www.newspapers.com/image/129627445/>.

³⁰ *Police Unit Disbanded*, St. Petersburg Times (Apr. 26, 1992), <https://www.newspapers.com/image/323640260/>.

many cities have been forced to reduce their budgets. The City of Miami was forced to cut 66 sworn police officer positions, along with over a dozen firefighters, due to a projected \$30 million shortfall.³¹

36. In crafting a budget that balances finite resources among a broad array of commitments, municipalities often seek input and collaboration from the community. Municipal budgeting discussions are generally open to the public where comment is invited. In Gainesville, for example, the City Manager proposes a first version of the budget at a public City Commission meeting. Over a period of several months, there are multiple opportunities for public comment and discussion as City Commissioners consider the budget in depth. What is eventually produced reflects public comments and community needs over the next fiscal year within the limits of the city's revenue.

37. Because developing a municipal budget requires a nuanced understanding of the municipality's capacity as well as residents' needs and values, doing so is considered a core application of legislative power—one properly exercised by the municipality itself through its constitutional home rule guarantee. Under no circumstances would a municipal budget crafted and promulgated by the state executive branch be valid under the Florida Constitution's separation of powers provisions.

III. Floridians Have Called on Their Local Governments to Reimagine Public Safety Through Meaningful Changes to Municipal Budgeting.

38. As municipal spending on law enforcement has far outpaced spending on public health and social services, residents have been engaging with their municipal governments to rebalance spending to support social services separate from law enforcement.

³¹ Joey Flechas, *Miami's COVID Budget Passes with Police Layoffs, Transformed NET and Canceled Events*, Miami Herald (Sept. 25, 2020), <https://www.miamiherald.com/news/local/community/miami-dade/article245995330.html>.

39. Law enforcement has grown to account for the lion's share of municipal spending. From 1977 to 2017, state and local spending on law enforcement nearly tripled from \$42 billion to \$115 billion,³² with municipalities contributing 86% of the funding.³³ Policing is now the single largest municipal expenditure in 35 of the country's 50 largest cities.³⁴

40. Municipal spending in Florida is no different. In the three largest cities in Florida, Jacksonville, Miami, and Tampa, police spending accounts for 33% to 40% of the municipal budget.³⁵ In Gainesville, police spending amounts to over one quarter of the city's general fund.³⁶

41. As spending on law enforcement has grown, so has the scope of law enforcement activity. Only around 1% of 911 calls³⁷ and less than 5% of police arrests³⁸ relate to serious violent crime. Instead, police officers spend the biggest share of their time responding to non-emergency calls,³⁹ including by treating overdoses, responding to mental health crises, and addressing homelessness.⁴⁰

³² *Criminal Justice Expenditures: Police, Corrections, and Courts*, Urban Inst., <https://www.urban.org/policy-centers/cross-center-initiatives/state-and-local-finance-initiative/state-and-local-backgrounders/criminal-justice-police-corrections-courts-expenditures> (last visited June 12, 2021).

³³ Fola Akinnibi, *Cities' Pleas for Federal Aid Run into Calls to Defund Police*, Bloomberg (June 12, 2020), <https://www.bloomberg.com/news/articles/2020-06-12/cities-s-pleas-for-federal-aid-runs-into-calls-to-defund-police>.

³⁴ Carl Sullivan & Carla Baranauckas, *Here's How Much Money Goes to Police Departments in Largest Cities Across the U.S.*, USA Today (June 26, 2020), <https://www.usatoday.com/story/money/2020/06/26/how-much-money-goes-to-police-departments-in-americas-largest-cities/112004904/>.

³⁵ *What Policing Costs: A Look at Spending in America's Biggest Cities*, Vera, <https://www.vera.org/publications/what-policing-costs-in-americas-biggest-cities> (last visited June 12, 2021).

³⁶ *City Manager's Adopted Budget in Brief*, City of Gainesville (Oct. 1, 2020), <https://www.cityofgainesville.org/Portals/0/bf/FY21-FOP-adopted.pdf>.

³⁷ Jeff Asher & Ben Horwitz, *How Do the Police Actually Spend Their Time?*, N.Y. Times (June 19, 2020), <https://www.nytimes.com/2020/06/19/upshot/unrest-police-time-violent-crime.html>.

³⁸ Betsy Pearl, *Beyond Policing: Investing in Offices of Neighborhood Safety*, Ctr. for Am. Progress (Oct. 15, 2020), <https://www.americanprogress.org/issues/criminal-justice/reports/2020/10/15/491545/beyond-policing-investing-offices-neighborhood-safety/>.

³⁹ Asher & Horwitz, *supra* note 37.

⁴⁰ Pearl, *supra* note 38.

42. Municipal departments that specialize in providing public health and social services, on the other hand, receive a fraction of the dollars spent on policing. The ten largest cities in the U.S. spend anywhere from two to ten times more on policing than public health expenditures, even though health professionals have greater training than police for responding to behavioral or mental health emergencies.⁴¹

43. While policing can account for a quarter to nearly half of a municipal budget,⁴² the average city spends only 5% of funds on public housing, leaving the police to respond to conflicts relating to homelessness rather than social services professionals who could offer targeted resources.⁴³ In Gainesville, with a particularly high ratio of police officers to private citizens, the police department receives seventeen times more funding than is allocated to human services.⁴⁴

44. Although the vast majority of police officers' time is spent handling non-violent activity, they are primarily trained for responding to violent threats rather than deescalating other situations. The average municipal police department spends 168 hours training new officers on use of force, self-defense, and firearm tactics while only devoting 9 hours to conflict management and mediation.⁴⁵ As a result, police officers are more conditioned to use tactics of force, rather than de-escalation, even in response to non-emergency situations.⁴⁶

⁴¹ Ellen Fassler, *10 Largest US Cities Will Spend More on Police Than Public Health This Year*, TruthOut (Feb. 24, 2021), <https://truthout.org/articles/10-largest-us-cities-will-spend-more-on-police-than-public-health-this-year/>.

⁴² Vera, *supra* note 35.

⁴³ Emily Badger & Quoctrung Bui, *Cities Grew Safer. Police Budgets Kept Growing*, N.Y. Times (June 12, 2020), <https://www.nytimes.com/interactive/2020/06/12/upshot/cities-grew-safer-police-budgets-kept-growing.html>.

⁴⁴ Gainesville Budget, *supra* note 36.

⁴⁵ Sarah Hansen & Halah Touryalai, *Call 911: How Police Built Military Arsenals and A Firm Grip on Local Budgets, And Why Defunding May Be Inevitable*, Forbes (June 26, 2020), <https://www.forbes.com/sites/sarahhansen/2020/06/26/call-911-how-police-built-military-arsenals-and-a-firm-grip-on-local-budgets-and-why-defunding-may-be-inevitable/?sh=204c8ce019c3>.

⁴⁶ Roge Karma, *We Train Police to Be Warriors - And Then Send Them Out to Be Social Workers*, Vox (July 31, 2020), <https://www.vox.com/2020/7/31/21334190/what-police-do-defund-abolish-police-reform-training>.

45. Studies have shown that police use of force has been disproportionately directed at communities of color, particularly the Black community.⁴⁷ A national study of nearly 5,000 fatal police shootings between 2015 and 2020 demonstrated that police killed Black Americans at over 2.5 times the rate of white Americans and killed unarmed Black Americans at triple the rate of unarmed white Americans.⁴⁸ Florida’s rate of fatal police shootings between 2015 and 2018 was comparable to national statistics,⁴⁹ and analysis of the racial disparities in police shootings found that Black Floridians are “more likely to be shot in questionable circumstances.”⁵⁰

46. The summer of 2020 brought greater national attention to the disproportionate use of police violence toward communities of color.

47. On May 25, 2020, George Floyd, a 46-year-old Black man, was murdered by Minneapolis police officer Derek Chauvin, who knelt on Floyd’s neck for eight minutes and forty-six seconds as Mr. Floyd lay face-down on the street, handcuffed, gasping “I can’t breathe.”⁵¹

48. Just two months earlier, three plainclothes Louisville police officers forced entry into the apartment of Breonna Taylor, a 26-year-old Black woman, and fatally shot her six times as she slept.⁵²

⁴⁷ Elle Lett, et al., *Racial Inequity in Fatal U.S. Police Shootings, 2015-2020*, 75 J. Epidemiology & Cmty. Health 394 (2021), <https://jech.bmj.com/content/75/4/394>; Emmanuella Asabor, et al., *Fatal Police Shootings Among Black Americans Remain High, Unchanged Since 2015*, Penn. Medicine News (Oct. 28, 2020), <https://www.pennmedicine.org/news/news-releases/2020/october/fatal-police-shootings-among-black-americans-remain-high-unchanged-since-2015>.

⁴⁸ *Id.*

⁴⁹ Steve Steward, *By the Numbers: Florida Police Related Shooting Fatalities*, Tallahassee Reports (June 24, 2020), <https://tallahassee-reports.com/2020/06/24/by-the-numbers-florida-police-related-shooting-fatalities/>.

⁵⁰ Ben Montgomery, *Why Cops Shoot*, Tampa Bay Times (2017), <https://projects.tampabay.com/projects/2017/investigations/florida-police-shootings/>.

⁵¹ Evan Hill, et al., *How George Floyd Was Killed in Police Custody*, N.Y. Times (May 31, 2020), <https://www.nytimes.com/2020/05/31/us/george-floyd-investigation.html>.

⁵² Rukmini Callimachi, *Breonna Taylor’s Life Was Changing. Then the Police Came to Her Door.*, N.Y. Times (Aug. 30, 2020), <https://www.nytimes.com/2020/08/30/us/breonna-taylor-police-killing.html>.

49. These stories and conversations about police brutality were shared in solidarity with the Black Lives Matter movement and viewed by 1.4 billion people.⁵³

50. These killings sparked what was deemed the largest mass movement for justice in United States history.⁵⁴ The two months following George Floyd's murder saw between 15 and 26 million Americans participate in thousands of racial justice demonstrations, many organized under the banner of or in solidarity with the Black Lives Matter movement.⁵⁵ These racial justice demonstrations spanned over 40% of counties in the United States.⁵⁶

51. Thousands of Floridians joined this call for racial justice, participating in dozens of peaceful demonstrations across the state. In Gainesville, over 1,000 people came together to demand police accountability in the days after Mr. Floyd's murder,⁵⁷ and, in June, over 1,000 united against racial injustice in a demonstration organized by the Dream Defenders, a Black-led organization seeking transformative justice in Florida.⁵⁸

52. Both across the nation and in Florida, these calls for racial justice and for an end to police violence against Black communities were overwhelmingly peaceful: over 95% of protests were non-violent and involved no property damage.⁵⁹

⁵³ Sam Blake, *Why the George Floyd Protests Feel Different—Lots and Lots of Mobile Video*, dot.la (June 12, 2020), https://dot.la/george-floyd-video-2646171522.html?utm_campaign=post-teaser&utm_content=i87yytb3.

⁵⁴ Larry Buchanan, et al., *Black Lives Matter May be the Largest Movement in U.S. History*, N.Y. Times (July 3, 2020), <https://www.nytimes.com/interactive/2020/07/03/us/george-floyd-protests-crowd-size.html>.

⁵⁵ *Id.*

⁵⁶ *Id.*

⁵⁷ Cindy Swirko, *Marchers Call for Justice, Police Accountability*, Gainesville Sun (May 30, 2020), <https://www.gainesville.com/news/20200530/marchers-call-for-justice-police-accountability>.

⁵⁸ Ruelle Fludd & James J. Rowe, *Over a Thousand People Join Protest for Black Lives in Gainesville*, WCJB (June 13, 2020), <https://www.wcjb.com/content/news/Thousands-join-protest-for-black-lives-in-Gainesville-571246111.html>.

⁵⁹ Erica Chenoweth & Jeremy Pressman, *This Summer's Black Lives Matter Protesters Were Overwhelmingly Peaceful, Our Research Finds*, Wash. Post. (Oct. 16, 2020), <https://www.washingtonpost.com/politics/2020/10/16/this-summer-black-lives-matter-protesters-were-overwhelming-peaceful-our-research-finds/>.

53. This nationwide movement against racial injustice and police brutality elevated the conversation about reimagining the model for public safety through municipal budgeting changes. Residents have asked their local governments to reevaluate municipal spending priorities to, in some places, reorient public safety programs to be more community-driven, and in others, reduce the tax burden to local taxpayers, especially to the extent certain expenditures are likely to contribute to systemic racial injustice.

IV. Municipalities throughout Florida Are Responding to Constituents by Considering New Approaches to Funding Public Safety.

54. Municipalities across the nation have heard their residents, and city halls have become central spaces for discussing community-based models for public safety and the reasonableness of certain law enforcement practices and spending decisions. As a result, in 2020, nearly half of the largest U.S. cities redirected money from the police budget to social services.⁶⁰ For example, Minneapolis, Minnesota directed nearly \$8 million from its police budget toward mental health response and violence prevention programs to help vulnerable populations.⁶¹ Austin, Texas shifted \$153 million from the police budget to create new social service programs, including a “Reimagine Safety” fund, and to move non-law enforcement functions out of the police department.⁶²

55. In Florida, several cities listened to constituents’ calls to reimagine public safety by shifting their budgets as well.

City of Gainesville

⁶⁰ See Sam Levin, *These U.S. Cities Defunded Police: “We’re Transferring Money to the Community,”* The Guardian (Mar. 7, 2021), <https://www.theguardian.com/us-news/2021/mar/07/us-cities-defund-police-transferring-money-community>.

⁶¹ Brenna Goth & Ayanna Alexander, *“Defund the Police” in Cities Faces Ire of State GOP Lawmakers,* Bloomberg Law (Mar. 16, 2021), <https://news.bloomberglaw.com/social-justice/defund-the-police-in-cities-faces-ire-of-state-gop-lawmakers>.

⁶² Levin, *supra* note 60.

56. After thousands of Gainesville residents peacefully demonstrated against racial injustice and called for meaningful reform, the Gainesville City Commission reexamined the Gainesville Police Department (“GPD”) budget and structure.

57. This evaluation brought to light several non-law enforcement functions under the purview of GPD. For example, the GPD Youth and Community Services Bureau included several purely social service programs, such as the Reichert House, an afterschool enrichment program for youth, and the B.O.L.D. Program, which provides case management and skills training for young men between the ages of 16 and 24 with a background of prior infractions.

58. On July 13, 2020, the Gainesville City Commission directed the City Manager to develop a proposal for reallocating non-law enforcement functions from the Gainesville Police Department to other municipal departments and to repurpose open sworn officer positions.

59. The City Manager returned with a proposal to transfer a Fleet Manager to the Department of Mobility and five IT positions to the Information Technology Department. The City Commission approved this \$524,902 transfer on August 10, 2020.⁶³

60. The City Manager also proposed that two open sworn officer positions be frozen to allow the Reichert House to hire two non-law-enforcement intervention specialists, which the City Commission also approved on August 10, 2020.⁶⁴

61. As these decreases in local law enforcement spending were made, the Gainesville City Commission also voted to approve a \$3.2 million five-year expenditure to equip officers with functioning body cameras with the goal of increasing transparency and accountability in policing.⁶⁵

⁶³ Presentation by the Gainesville City Manager to the Gainesville City Commission (Aug. 10, 2020).

⁶⁴ *Id.*

⁶⁵ See Ruelle Fludd, *Gainesville approves purchase of new police body cameras*, WCJB (Aug. 6, 2020), <https://www.wcjb.com/2020/08/06/gainesville-approves-purchase-of-new-police-body-cameras/>.

62. Although these revisions did not lead to a net decrease in the GPD’s budget for the 2021 fiscal year, they started an ongoing discussion about the shifting of certain programs and functions from the GPD to existing or new municipal departments.

63. In particular, the City of Gainesville has been shifting its budgetary resources away from policing youth. In 2020, the Commission voted to phase out its \$900,000 contribution to the \$2.1 million armed school resource officer program, so that the Alachua County School Board would be fiscally responsible for the program and the City could spend those funds on community activities.⁶⁶

64. Gainesville is one of many cities in Florida and throughout the nation to reimagine public safety through changes to municipal budgeting.⁶⁷ The aim of these changes is to increase the emphasis on non-law-enforcement strategies that promote the safety of all communities.

V. Governor DeSantis Proposed HB 1 to Strike Back at Florida Residents and Municipalities Working to Reimagine a More Just Vision for Public Safety.

65. While local governments came together with their constituents to work toward meaningful justice reform, Governor DeSantis responded by expanding the authority of Florida’s Executive Branch to commandeer these local legislative efforts and stymie reform.

66. Despite acknowledging that the demonstrations for racial justice were “largely peaceful,”⁶⁸ Governor DeSantis demonized the Floridians that stood against racial injustice and

⁶⁶ See Ruelle Fludd, *Gainesville city commissioners tackle school resource officer budget*, WCJB (Jul. 24, 2020), <https://www.wcjb.com/2020/07/24/gainesville-city-commissioners-reverse-course-on-school-resource-officer-budget-for-fy-2021/>.

⁶⁷ See Sam Levin, *These U.S. Cities Defunded Police: “We’re Transferring Money to the Community,”* The Guardian (Mar. 7, 2021), <https://www.theguardian.com/us-news/2021/mar/07/us-cities-defund-police-transferring-money-community>.

⁶⁸ News Release, *Governor Ron DeSantis Reports that Florida Demonstrations Have Remained Largely Peaceful Over Last 24 Hours* (June 2, 2020), <https://www.flgov.com/2020/06/02/governor-ron-desantis-reports-that-florida-demonstrations-have-remained-largely-peaceful-over-past-24-hours/>.

police brutality as “crazed lunatics”⁶⁹ and “angry mobs.”⁷⁰ Within the first two weeks of peaceful gathering, the Governor mobilized 700 Florida National Guard soldiers against his own constituents.⁷¹

67. Governor DeSantis disparaged any local budget reforms aimed at adjusting municipal law enforcement spending as “insane theor[ies].”⁷² The Governor vowed that these local democratic initiatives were “not going to be allowed to ever carry the day in the state of Florida.”⁷³

68. True to his word, on September 21, 2020, Governor DeSantis held a press conference where he announced the “Combating Violence, Disorder, and Looting, and Law Enforcement Protection Act,” also known as HB 1, a “very robust package” of different criminal penalties for individuals associated with “disorderly assemblies” as well as separate budgeting restrictions for municipalities engaging in public safety reform.⁷⁴

69. Governor DeSantis did not deny that HB 1 would chill political speech. Rather, he made clear that a major goal of HB 1 was to ensure that “a ton of bricks rain down” on demonstrators, so that “people . . . think twice about engaging in this type of conduct” after the summer of 2020’s public movement for racial justice.⁷⁵

⁶⁹ Rev, *Florida Gov. Ron DeSantis Press Conference Transcript: Harsher Penalties for Violent Protesters* (Sept. 21, 2020), <https://www.rev.com/blog/transcripts/florida-gov-ron-desantis-press-conference-transcript-harsher-penalties-for-violent-protesters>.

⁷⁰ News Releases, Office of Gov. Ron DeSantis, *WHAT THEY ARE SAYING: Gov. Ron DeSantis Signs Hallmark Anti-Rioting Legislation Taking Unapologetic Stand for Public Safety* (Apr. 19, 2021), <https://www.flgov.com/2021/04/19/what-they-are-saying-governor-ron-desantis-signs-hallmark-anti-rioting-legislation-taking-unapologetic-stand-for-public-safety/>.

⁷¹ *Id.*

⁷² DeSantis Signs ‘Anti-Riot’ Bill into Law, YouTube (Apr. 19, 2021), <https://www.youtube.com/watch?v=Tz7qITKczNI>.

⁷³ *Id.*

⁷⁴ Rev, *supra* note 69.

⁷⁵ *Id.*

70. Governor DeSantis also stated that a separate and additional goal of HB 1 was to preempt local efforts to deliver meaningful budgetary reforms. HB 1 would not permit municipal governments to exercise control over their budget priorities to shift any funds from law enforcement to other public services.⁷⁶

71. Immediately, the Florida public raised alarm about the political motivations underlying HB 1's heightened sanctions of protest activities. Indeed, the Miami Herald Editorial Board warned that HB 1 "will have deadly consequences and, as history has shown, Black and brown people will likely pay the price."⁷⁷

72. Many municipal leaders also opposed HB 1's budgeting provisions aimed at hindering public safety reform. The Florida League of Cities publicly opposed HB 1.⁷⁸ Twenty-eight local elected officials from throughout Florida wrote to the state legislature and Governor opposing HB 1 because it would allow "partisan statewide officer[s] to line-item-veto local, nonpartisan budgets."⁷⁹

73. Nonetheless, following the Governor's direction to make HB 1 a "focal point"⁸⁰ of the 2021 legislative session, the Florida Legislature took steps to fast-track the bill to passage.

⁷⁶ *Id.*

⁷⁷ The Miami Herald Editorial Board, *Could anything be worse than Florida's Stand Your Ground? Yes, a new, racist legislative proposal*, Miami Herald (Feb. 11, 2021), <https://www.miamiherald.com/opinion/editorials/article249138640.html>.

⁷⁸ Fla. League of Cities, *Combating Public Disorder (Oppose - Impact on Municipal Operations)* (Jan. 28, 2021), [https://www.flcities.com/blog/legislative-bulletin/2021/01/28/combating-public-disorder-\(oppose-impact-on-municipal-operations\)01-28-2021-10-02-49](https://www.flcities.com/blog/legislative-bulletin/2021/01/28/combating-public-disorder-(oppose-impact-on-municipal-operations)01-28-2021-10-02-49).

⁷⁹ Letter from 28 local elected officials to the Florida State Legislature and Governor Ron DeSantis (Mar. 23, 2021), <https://localprogress.org/wp-content/uploads/2021/03/LPFL-Opposes-HB1-SB484.pdf>.

⁸⁰ Wilson, Kirby, *Ron DeSantis: Any Municipality that 'Defunds' Police Will Lose State Funding*, Tampa Bay Times (Sept. 21, 2020), <https://www.tampabay.com/news/florida-politics/2020/09/21/ron-desantis-any-municipality-that-defunds-police-will-lose-state-funding/>.

74. After HB 1 passed the Florida House of Representatives, State Senator Danny Burgess introduced the bill in the Senate even while acknowledging HB 1 could be misapplied, could be enforced in a racially discriminatory manner, and might be wielded against peaceful protesters.⁸¹ Despite these significant concerns, State Senate President Wilton Simpson limited public comment to a single session.⁸²

75. Local officials and the public at large found it difficult to engage meaningfully with their representatives due to restrictions on meeting with legislators that were ostensibly imposed and maintained throughout the duration of the 2021 legislative session due to the COVID-19 pandemic.⁸³

76. Yet, with enormous support from the Governor's office and without a single committee hearing fully open to the public, HB 1 was signed into law by Governor DeSantis on April 19, 2021.⁸⁴

77. The passage of HB 1 amended several criminal statutes to heighten penalties related to protesting and created new protest-related offenses:

a. Section 2 prohibits the willful obstruction of traffic with language broad enough to criminalize standing on the street and temporarily hindering traffic.

⁸¹ News Service of Florida, *Protest bill backed in Florida Senate after emotional debate*, Orlando Sentinel (Apr. 9, 2021), <https://www.orlandosentinel.com/politics/os-ne-riot-bill-florida-senate-20210409-3nogdspusrbajbde33vo3uaa5m-story.html>.

⁸²Florida Senate Committee, *Committee on Appropriations* (Apr. 9, 2021), https://www.flsenate.gov/media/VideoPlayer?EventID=1_3wpkrnbb-202104090830&Redirect=true.

⁸³ Skyler Swisher, *Florida may be an 'oasis of freedom' in COVID reopenings—but the Capitol is still locked down*, South Florida Sun Sentinel (Apr. 21, 2021); James Call, *Controversial bills, a closed Capitol: How COVID defined Florida's 2021 legislative session*, Tallahassee Democrat (Apr. 29, 2021); *see also* Patricia Brigham & Pamela C. Marsh, *Florida lawmakers used COVID as excuse to ignore public opinion*, Florida First Amendment Foundation (May 4, 2021).

⁸⁴ The Florida Senate, HB-1 Bill History, <https://www.flsenate.gov/Session/Bill/2021/1/?Tab=BillHistory> (accessed May 26, 2021).

b. Section 8 creates a new first-degree misdemeanor offense for “mob intimidation,” which prohibits one person “assembled with two or more other persons and acting with a common intent, to use force or threaten to use imminent force, to compel or induce, or attempt to compel or induce, another person to do or refrain from doing any act or to assume, abandon, or maintain a particular viewpoint against his or her will,” a charge that could be levied against those who successfully convince others to change their viewpoint in the course of a demonstration.

c. Section 14 prohibits cyber-intimidation by publishing an individual’s identity, including a public official, with intent for a third party to threaten, harass or commit violence against that person. This could allow individuals to be prosecuted for publicly criticizing a political official on an online forum, for example.

d. Section 15 makes a person “who participates in a public disturbance involving an assembly of three or more people acting with a common intent to mutually assist each other in disorderly and violent conduct resulting in injury or damage to another person or property or creating a clear and present danger of injury to another person or property” liable for a third-degree felony charge, punishable by up to five years in prison. Section 15 does not define “participation,” so this third-degree felony charge could be levied against peaceful protestors who find themselves in close proximity to an act of violence or property destruction or who are defending themselves against attack from law enforcement or counter-protesters.

e. Section 16 withholds bail from individuals arrested for breaching the peace, in effect guaranteeing that protestors will spend at least one night in jail.

f. Section 18 creates an affirmative defense to civil liability against wrongful death, personal injury, and property damage for individuals who used force against someone convicted of an aggravated riot. Accordingly, those protesting racial injustice could be convicted of an aggravated riot while counter-protesters who use violence against them would have an affirmative defense.

VI. HB 1 Strips Municipalities of Budget-Setting Authority and Concentrates Power to Appropriate Law Enforcement Funds in the Executive Branch.

78. In addition to these individual criminal penalties, HB 1 creates a new mechanism by which the Executive Branch can commandeer the municipal budgeting process and unilaterally require cities to maintain the prior levels of funding for law enforcement.

79. Section 1 provides that “[i]f the tentative budget of any municipality contains a funding reduction to the operating budget of the law enforcement agency,” that reduction may be contested by either the state attorney—an executive official—or a single dissenting member of the municipality’s governing body within 30 days of the publication of the tentative budget on the municipality’s official website.

80. Section 1 provides no definition of what constitutes a funding reduction. Section 1 could be construed broadly to cover pension or other capital expenditures. Further, there is no clarification as to whether Section 1 would be triggered by any isolated line-item reduction to the operating budget or whether the reduction must lead to a net reduction of the operating budget. Ultimately, without any definition of a “funding reduction,” any number of changes to the law enforcement budget could provide the basis for the state executive’s commandeering mechanism.

81. Any challenge to such a “funding reduction” shall be filed with the Executive Office of the Governor and set forth the municipality’s tentative budget, the municipality’s

operating budget for law enforcement from the previous year, and state the reasons for the challenge. A copy of the challenge will also be served on the municipality's governing body.

82. The municipality is provided only five working days to file a written reply to the Executive Office of the Governor, and HB 1 provides no further role for the municipality as its budget is reviewed by the state executive branch.

83. Upon receipt of the municipality's reply, the Executive Office of the Governor will take up the request, independently convene a budget hearing, and issue a report of its own findings and recommendations to the Administration Commission, chaired by the Governor and composed of the members of his cabinet,⁸⁵ which then has 30 days to make final budgeting decisions for the municipality.

84. HB 1 empowers the Governor and his cabinet to "amend or modify the [municipal] budget as to each separate item of the municipal law enforcement agency" without any further input from the municipality itself or its residents. HB 1 does not provide any standards to guide or limit how the Governor and his cabinet evaluate, amend, or modify budgets. Instead, it confers unfettered discretion.

85. Any amendments or modifications made by the Governor and his cabinet to the municipal budget "shall be final." The scope of potential judicial review is so narrow—limited to whether the Administration Commission "depart[ed] . . . from the essential requirements of law"—that it provides little recourse to a municipality that objects to the budget expenditures mandated by the Governor and his cabinet.

86. The modified budget decreed by the Governor and his cabinet is given binding legal effect. Accordingly, upon receipt of this state-revised budget, the municipality is forced to expend

⁸⁵ Fla. Stat. § 14.202.

funds it otherwise would not have spent at all or would have spent elsewhere to fulfill the state's mandate.

87. The budget takeover process established by HB 1 does not provide any special consideration for the many reasons why a municipality would need to make a reduction for its law enforcement funding, such as growth in demand for municipal services outpacing local tax revenues, the expiration of one-time expenditures or grants, across-the-board fiscal conservatism, or rebalancing investment in needed social services.

88. Essentially, if there is a reduction to the municipal law enforcement budget—no matter the reason or need for the change—HB 1 allows for the municipality's budget to be wrested from its control by a state official (or a single dissenting local official), put to the judgment of the Executive Office of the Governor, which does not have familiarity with the day-to-day operations of the municipality, and then revised line-by-line by the Governor and his cabinet with no further recourse.

89. HB 1 is not comparable to any other Administration Commission appeal process because it imposes a state commandeering process on a purely local budgeting process. The Florida Legislature has authorized the Administration Commission to hear appeals of budgeting items that relate to intergovernmental programs—such as the comprehensive plan, which involves collaboration of the state land planning agency, regional water district, Florida Department of Environmental Protection, Florida Department of State, and Florida Department of Transportation as well as a local government⁸⁶—or state constitutional officers, such as the sheriff.⁸⁷ The municipal budgeting process, however, is a purely local process committed to municipalities through home rule.

⁸⁶ Fla. Stat. 163.1384.

⁸⁷ Fla. Stat. 30.49.

90. No part of HB 1’s state commandeering process involves consultation with the municipality or provides for engagement with the municipality’s residents. Rather, HB 1 allows the Governor and his cabinet to mandate that a municipality fund law enforcement according to the Governor’s vision, rather than applying the considered judgment of local elected officials and advancing the best interests of the municipality and its residents.

VII. Because of HB 1, Florida Municipalities Cannot Structure Their Budgets to Meet the Municipalities’ Needs or Respond to Constituents’ Calls for Reform.

91. Municipalities in Florida are currently finalizing their FY 2022 budgets in consultation with a variety of municipal officials—from city managers to municipal department heads—and community members. This process involves weighing the municipalities’ projected revenues and evaluating community needs and priorities.

92. Because HB 1 provides no guidance or clarification about what qualifies as a reduction subject to its provisions, it injects uncertainty into nonpartisan municipal budgeting discussions.

93. As of this filing, the Governor continues to change the rules governing the application of HB 1’s municipal budgeting provisions. On June 15, 2021, in a session with his cabinet, Governor DeSantis signed off on initial rules that would also allow a county sheriff to challenge a reduction of the law enforcement budget under HB 1. Attorney General Moody has been directed to publish a notice of final rule.⁸⁸

⁸⁸ Matt Dixon, *Florida Panel Paves Way for Law Enforcement to Appeal Local Police Budget Cuts*, Politico (June 15, 2021), <https://www.politico.com/states/florida/story/2021/06/15/florida-panel-paves-way-for-law-enforcement-to-appeal-local-police-budget-cuts-1386464>.

94. In light of these ambiguous and evolving circumstances, it is infeasible for municipalities to know what the scope of their authority is to adjust the law enforcement budget to fit with municipal revenue and priorities.

95. Municipal leaders have described the chilling effect of HB 1 on their nonpartisan budgeting discussions: Mayor Lauren Poe of Gainesville stated in a Commission meeting that he “feel[s] intimidated and threatened by [HB 1]” and believes that he is “being told [he] cannot make government decisions.”⁸⁹

96. HB 1 has impacted municipalities’ evaluation of previously discussed budgetary options that could affect the law enforcement budget. Absent HB 1, municipalities would be free to consider all budgetary options before them and choose the option that best fits the municipality’s circumstances and their residents’ needs and values.

City of Gainesville

97. After directing the City Manager to examine possibilities for transferring non-law-enforcement expenditures from the GPD budget to other municipal departments on July 13, 2020, Gainesville city leaders have engaged in multiple discussions surrounding the possible transfer of youth mentorship programs from the GPD budget.

98. Several youth services programs that are currently under the purview of GPD have little to do with law enforcement. For example, the Reichert House, an after-school program for male youth between 2nd and 12th grade, provides educational support and enrichment as well as mentorship from intervention specialists and involves no provision of law enforcement, even though it is a program within GPD.

⁸⁹ Alexander Lugo, *Gainesville City Commissioners Take First Step In Potential Lawsuit over House Bill 1*, Independent Florida Alligator (May 24, 2021), <https://www.alligator.org/article/2021/05/hb1lawsuit>.

99. Similarly, the B.O.L.D. program describes itself as a “community-based organization” that does not involve law enforcement activity, but rather provides mental health, counseling, and job training services to formerly incarcerated youth between the ages of 16 and 24.

100. The Gainesville City Commission had been evaluating whether to transfer these youth services programs to another municipal department or create a separate Youth Services Department. Recently, the Gainesville City Commission directed the City Manager to provide a variety of options to the Commission to accomplish these ends, including options that would lead to reductions of the GPD budget.

101. HB 1 burdens the Gainesville City Commission’s consideration of these options. Prior to HB 1, the City Commission could focus on which budgetary options were in the best interests of the City of Gainesville and its residents. Now considerations must adjust to avoid triggering HB 1’s commandeering process. Because HB 1 fails to provide legislative standards that could give municipalities notice of what reductions could trigger commandeering and how the State Executive could wield this authority, there is no way to reliably predict what path that will avoid commandeering.

102. This lack of clarity and the powerful deterrence caused by commandeering inject uncertainty into the local budgeting process and impact the Gainesville City Commission’s ongoing deliberation and structuring of its FY 22 budget.

103. By making the Gainesville budget subject to unilateral revision by the Governor and his cabinet, HB 1 utterly disregards Florida’s strict separation-of-powers principles and directly threatens the core home rule authority guaranteed to Gainesville by the Florida Constitution, statute, and the City’s charter.

CAUSES OF ACTION

COUNT I — Separation of Powers (Art. II, Sec. 3 of the Fla. Constitution)

104. Plaintiffs repeat and incorporate by reference the allegations contained in paragraphs 1 through 103 inclusive, as if fully set forth herein.

105. This count is an action for injunctive relief, pursuant to Section 26.012 of the Florida Statutes, and a declaratory judgment, pursuant to Fla. Stat. § 86.011, *et. seq.*, seeking a declaration from the Court that HB 1 violates the separation of powers under Article II, Section 3 of the Florida Constitution.

106. The Florida Constitution divides the powers of the state government into three branches—legislative, executive, and judicial—and prohibits any branch from “exercis[ing] any power appertaining to either of the other branches unless expressly provided [by the constitution].” Fla. Const. art. II, § 3. Additionally, no branch may delegate its constitutionally assigned power to another branch. *See Smith v. State*, 537 So. 2d 982, 987 (Fla. 1989).

107. To the limited extent that the state government has authority to restrict local government power, the Florida Constitution confers this authority exclusively upon valid exertions of legislative power. *See, e.g., Askew v. Cross Key Waterways*, 372 So. 2d 913, 915-19 (Fla. 1978).

108. Furthermore, the power to appropriate public funds is a “fundamentally legislative task” and appropriations must be passed through “duly enacted statutes” rather than through executive administrative decisions. *Chiles v. Child. A, B, C, D, E, & F*, 589 So. 2d 260, 265 (Fla. 1991). Likewise, the power to “reduce appropriations” is a legislative function. *Florida House of Representatives v. Martinez*, 555 So.2d 839, 845 (Fla. 1990).

109. HB 1 impermissibly delegates both of these legislative powers to the executive. HB 1’s budgeting review process limits local authority by allowing the state to unilaterally revise the

municipal budget. If the Florida Constitution allows the State to engage in such at all, then this review is a legislative function that the Florida Constitution does not authorize for delegation to another branch.

110. HB 1's budgeting review process also allows the Administration Commission to make appropriations decisions that are fundamentally legislative in character. The Florida Constitution does not authorize the legislature to delegate to the executive branch "its authority to make decisions regarding the purposes for which public funds may or may not be applied." *Chiles*, 589 So. 2d at 265.

111. This impermissible delegation of legislative power interferes with Plaintiffs' ability to balance their operational budgets and also interferes with Plaintiffs' ability to make fiscal decisions consistent with the political will of their constituents.

112. Because Section 1 of HB 1 impermissibly commits legislative functions to the executive branch, it violates Article II, Section 3 of the Florida Constitution. Section 1 of HB 1 should be enjoined in its entirety.

113. The Court should also declare that HB 1 violates the separation of powers principles articulated in Article II, Section 3 of the Florida Constitution.

COUNT II — Nondelegation Doctrine

114. Plaintiffs repeat and incorporate by reference the allegations contained in paragraphs 1 through 102 inclusive, as if fully set forth herein.

115. This count is an action for injunctive relief, pursuant to Section 26.012 of the Florida Statutes, and a declaratory judgment, pursuant to Fla. Stat. § 86.011, *et. seq.*, seeking a declaration from the Court that HB 1 violates the nondelegation doctrine.

116. Even assuming the legislative branch can delegate its power to appropriate public funds and control municipal budgets to the executive branch (which it cannot), this specific delegation is impermissible due to lack of standards relating to the review by the Administration Commission. This dearth of standards is particularly problematic in light of HB 1’s unprecedented re-assignment of legislative powers.

117. Under Florida law, the nondelegation doctrine requires that “fundamental and primary policy decisions” be made by “members of the legislature.” *Askew*, 372 So. 2d at 925.

118. Legislation delegating the administration of legislative programs “must be pursuant to some minimal standards and guidelines ascertainable by reference to the enactment establishing the program.” *Askew*, 372 So. 2d at 925. When legislation is “so lacking in guidelines that neither the agency nor the court can determine whether the agency is carrying out the intent of the legislature in its conduct” then the agency is exercising the core legislative power of policymaking, rather than its constitutionally assigned power of administering the law. *Id.*

119. The guidelines accompanying legislative delegation to an administrative agency “must clearly announce adequate standards to guide . . . in the execution of the powers delegated.” *S. All. for Clean Energy v. Graham*, 113 So. 3d 742, 748 (Fla. 2013). The statute delegating the power must “so clearly define the power delegated that the administrative agency is precluded from acting through whim, showing favoritism, or exercising unbridled discretion.” *Id.*

120. Delegation of legislative functions may pass facial constitutional muster if accompanied by “[c]arefully crafted legislation establishing, among other things, the extent to which appropriations may be reduced, coupled with a recitation of reduction priorities and provisions for legislative oversight.” *Chiles*, 589 So. 2d at 268.

121. HB 1 contains no discernible standards or guidelines for the Administration Commission to follow in carrying out the legislature’s intent. It does not identify when municipal law enforcement budgets should be overridden, by how much, or under what conditions.

122. Section 1 merely provides that the Administration Commission “shall approve the action of the governing body of the municipality or amend or modify the budget as to each separate item within the operating budget of the municipal law enforcement agency.” When the budget control provisions are triggered by complaint, HB 1 allows the Administration Commission full discretion to edit and revise the law enforcement portions of a municipal budget as they see fit.

123. Because HB 1 fails to provide guidelines, the amount Plaintiffs’ budget lines could be revised by is variable and unpredictable. Additionally, HB 1’s lack of standards allows the Administration Commission to override the considered legislative judgment of municipal bodies for any reason or no reason at all.

124. Plaintiffs’ budgeting discussions are currently impacted by the presence of this state commandeering process. Should Plaintiffs reduce their law enforcement budget, they can expect based on the Governor’s stated position, to have their budget lines overridden. Thus, Plaintiffs can only avoid this interference by, at a minimum, maintaining the past year’s level of law enforcement funding.

125. Because Section 1 of HB 1 impermissibly commits unfettered legislative discretion to the executive branch, it violates the nondelegation doctrine. Section 1 of HB 1 should be enjoined in its entirety.

126. The Court should also declare that HB 1 violates the nondelegation doctrine.

COUNT III — Single Subject Rule
(Art. III, Sec. 6 of Fla. Constitution)

127. Plaintiffs repeat and incorporate by reference the allegations contained in paragraphs 1 through 103 inclusive, as if fully set forth herein.

128. This count is an action for injunctive relief, pursuant to Section 26.012 of the Florida Statutes, and a declaratory judgment, pursuant to Fla. Stat. § 86.011, *et. seq.*, seeking a declaration from the Court that HB 1 violates the single subject rule contained in Article III, section 6 of the Florida Constitution.

129. Article III, section 6 of the Florida Constitution provides that “every law shall embrace but one subject and matter properly connected therewith, and the subject shall be briefly expressed in the title.”

130. The subject of an act may be wide ranging, but there must be “a natural or logical connection” between the various sections within a law. *Chenoweth v. Kemp*, 396 So. 2d 1122, 1124 (Fla. 1981) (quoting *Bd. of Pub. Instruction v. Doran*, 224 So. 2d 693 (Fla. 1969)).

131. The legislature must include a preamble in complex legislation that connects disparate subject matter of the legislation. *See, e.g., Smith v. Department of Insurance*, 507 So. 2d 1080, 1087-89 (Fla. 1987); *Burch v. State*, 558 So. 2d 1, 2-3 (Fla. 1990).

132. The title of an act must express the “real purpose” of the legislation and cannot be misleading or deceptively vague. *Butler v. Perry*, 67 Fla. 405, 410-11 (1914); *see also Fine v. Moran*, 74 Fla. 417 (1917); *Stokes v. Galloway*, 61 Fla. 437 (1911).

133. HB 1 combines two distinct and unrelated legal objects in one law. Section 1 restricts municipal authority by creating a mechanism for state review of the law enforcement budget. Sections 2, 3, 8, 14, 15, 16, and 18 impose heightened criminal penalties upon individuals related to protest activities.

134. There is no “natural or logical connection” between Section 1 and Sections 2, 3, 8, 14, 15, 16 and 18. Section 1 impacts municipal authority while Sections 2, 3, 8, 14, 15, 16, and 18 affect individual liberty. Section 1 has nothing to do with protest activities while Sections 2, 3, 8, 14, 15, 16, and 18 have nothing to do with municipal budgeting for law enforcement.

135. The Legislature has given no explanation of the logical nexus between those sections, nor does the text of HB 1 include a preamble explaining how the budget provisions connect to the anti-protest provisions.

136. Further, the title of HB 1 is misleading and deceptively vague. The title of HB 1 does not briefly express the subjects of the legislation as the municipal law enforcement budget provisions are not expressed in “[a]n act relating to combating public disorder.”

137. Because HB 1 includes multiple subjects that are neither properly connected nor expressed in its title, it violates the single subject rule and accordingly should be enjoined.

138. The Court should also declare that HB 1 violates Article III, Section 6 of the Florida Constitution.

COUNT IV — Unfunded Mandate
(Article VII, Sec. 18 of the Fla. Constitution)

139. Plaintiff repeat and incorporate by reference the allegations contained in paragraphs 1 through 102 inclusive, as if fully set forth herein.

140. This count is an action for injunctive relief, pursuant to Fla. Stat. § 26.012, and a declaratory judgment, pursuant to Fla. Stat. § 86.011 *et. seq.*, seeking a declaration from the Court that HB 1 violates the unfunded mandate rule guaranteed under Article VII, Section 18 of the Florida Constitution.

141. The Florida Constitution broadly prohibits the state from passing an unfunded mandate—in other words “any general law requiring such county or municipality to spend funds

or to take an action requiring the expenditure of funds”—subject to limited exceptions. Fla. Const. art. VII, § 18.

142. The legislature may only require a municipality to take an action involving an expenditure of funds where such a requirement both “fulfills an important state interest” *and* where the legislature has either (1) ensured that funds have been appropriated to cover such an expenditure, (2) authorized the municipality to create a funding source not previously available to it that can cover the cost, or (3) approved the expenditure by a two-third majority in each house of the legislature. An unfunded mandate will also be deemed acceptable if (4) the expenditure stems from compliance with a law that applies to all persons similarly situated or (5) the expenditure is required by a federal law or federal grant conditions that contemplate municipal action. Fla. Const. art. VII, § 18.

143. HB 1 requires a municipality to expend funds in order to maintain the previous year’s funding of the law enforcement budget or else risk the State seizing budgetary control from the municipality and line-editing the budget without the municipality’s consent or collaboration. Already this commandeering mechanism is impacting Plaintiffs’ budgetary considerations for FY 22 and serves as a powerful deterrent against reducing or reallocating law enforcement funding.

144. The outcome of HB 1’s review process also necessarily requires a municipality to spend funds because final decisions by the Administration Commission direct municipalities to pass a particular budget item or otherwise give a budget item legal effect. Accordingly, if the Administration Commission denies a proposed reduction of the law enforcement budget, then it requires the municipality to expend funds to offset the denied reduction. Likewise, if the Administration Commission amends or modifies any line item of the law enforcement budget, it requires the municipality to expend funds as it otherwise would not have. And even if the

Administration Commission approves a proposed reduction, this gives the reduction final legal effect and amounts to a state command that the municipality expend funds. Thus, any outcome of the Administration Commission review process translates to a mandate to expend funds.

145. HB 1 does not qualify for any of the narrow exceptions to the Florida Constitution’s prohibition of unfunded mandates. As an overarching matter, nowhere on the face of HB 1, does the legislature state that its unfunded mandate “fulfills an important state interest.”

146. Nor has the Legislature undertaken any of the steps that could justify an unfunded mandate:

a. The Legislature has not appropriated any state funds to support municipalities maintaining the previous year’s funding of law enforcement

b. The Legislature has not authorized any municipality to create a new funding stream to cover the cost of maintaining the previous year’s level of law enforcement spending.

c. HB 1 was not passed by a two-thirds majority in each house of the legislature: The Florida House passed HB 1 with a 57.5% majority while the Florida Senate passed HB 1 with a 66.1% majority (just under two thirds).⁹⁰

147. Maintaining the previous year’s level of law enforcement funding is not necessary to comply with any generally applicable law that applies equally to all persons. HB 1’s expenditure requirements are targeted at municipalities that make certain budgetary decisions.

148. Maintaining the previous year’s level of law enforcement funding additionally is not required by federal law or to maintain eligibility for any federal grant.

⁹⁰ The Florida Senate, *supra* note 84.

149. Because HB 1’s municipal budgeting provision constitutes an unfunded mandate and satisfies none of the narrow exceptions to the general prohibition of unfunded mandates, it violates Article VII, Section 18 of the Florida Constitution. Section 1 of HB 1 should be enjoined in its entirety.

150. Section 1 of HB 1 should also be declared unconstitutional under Article VII, Section 18 of the Florida Constitution.

COUNT V — Home Rule
(Art. VIII, Sec. 2 of the Fla. Constitution)

151. Plaintiffs repeat and incorporate by reference the allegations contained in paragraphs 1 through 102 inclusive, as if fully set forth herein.

152. This count is an action for injunctive relief, pursuant to Section 26.012 of the Florida Statutes, and a declaratory judgment, pursuant to Fla. Stat. § 86.011, *et. seq.*, seeking a declaration from the Court that HB 1 violates the home rule amendment under Article VIII, Section 2 of the Florida Constitution.

153. Article VIII, Section 2(b) of the Florida Constitution guarantees that “[m]unicipalities shall have government, corporate, and proprietary powers to enable them to conduct municipal government, perform municipal functions, and render municipal services.” The purpose of this constitutional protection of home rule is to “give municipalities inherent power to meet municipal needs.” *Thomas v. State*, 614 So. 2d 468, 472 (Fla. 1993).

154. The Florida Supreme Court has ratified a “broad construction of municipal powers” under Article VIII, Section 2(b). *Fla. Dep’t of Revenue v. City of Gainesville*, 918 So. 2d 250, 263 (Fla. 2005). Core to a municipality’s authority is the ability to expend municipal funds for the general welfare of its residents. *See City of Boca Raton v. Gidman*, 440 So. 2d 1277, 1281-82 (Fla. 1983); *City of Gainesville v. Bd. of Control*, 81 So. 2d 514, 518 (Fla. 1955).

155. Plaintiffs' ability to carry out core budgeting functions and determine municipal expenditures is impacted by HB 1. Not only do HB 1's vague provisions inject uncertainty into the municipal budgeting process, but also HB 1 deters Plaintiffs from reducing law enforcement spending by imposing a state commandeering process.

156. Because Section 1 of HB 1 effectively prevents municipalities from structuring their budget in response to the needs of their constituents, it violates Article VIII, Section 2 of the Florida Constitution. Section 1 of HB 1 should be enjoined in its entirety.

157. Accordingly, the Court should declare that Section 1 of HB 1 violates the home rule amendment under Article VIII, Section 2 of the Florida Constitution.

PRAYER FOR RELIEF

WHEREFORE, in light of the foregoing facts and arguments, Plaintiffs request that the Court:

a) Declare that Section 1 of HB 1 violates the Florida Constitution as all of the elements necessary to support declaratory relief are present:

- 1) As HB 1 impacts Plaintiffs' ability to pass a budget to serve the needs of their constituents, there is a bona fide, actual, present need for a declaration that HB 1 is invalid and unconstitutional;
- 2) Given the ongoing and imminent harms to Plaintiffs as they are currently structuring their FY 22 budget, the declaration sought deals with a present controversy as to an ascertainable set of facts;
- 3) Plaintiffs' constitutional rights, powers, and privileges are dependent upon the law applicable to the facts because HB 1 implicates Plaintiffs' budgeting power and right to be free from unfunded mandates;

- 4) The Plaintiffs and the Defendants have an actual, present, adverse and antagonistic interest in the subject matter of this Complaint;
- 5) The antagonistic and adverse interests are all before this Court; and
- 6) Because of the facts described in the foregoing paragraphs, an actual, present and justiciable controversy has arisen between Plaintiff cities and Defendants concerning Plaintiffs' ability to propose and pass municipal budgets;

b) Permanently enjoin Defendants from enforcing, utilizing, or otherwise invoking Section 1 of HB 1; and

c) Grant any relief as the Court may deem just and proper.

Dated: _____

EXECUTIVE BRIEF REGULAR MEETING

AGENDA DATE: September 21, 2021

DEPARTMENT: Water Utilities

TITLE:

Work Order No. 6 with Globaltech, Inc. for design-build construction services on South Booster Tank and Pump Station Improvements project

SUMMARY:

Work Order No. 6 authorizes Globaltech, Inc. to provide design-build construction services for the South Booster Tank and Pump Station Improvements project in the amount of \$339,057.36.

BACKGROUND AND JUSTIFICATION:

The South Booster Tank and Pump Station Improvements project was identified by the City Water Utilities Department as needing important structural and safety repairs on the water ground storage tank, as well as the booster pump station associated with it. The project includes a mixing system in the ground storage tank similar to the one installed at the North Booster Station ground storage tank in order to lessen the impacts of nitrification. The City identified this project in the approved fiscal year 2021 Capital Improvements budget. The City has a design-build contract with Globaltech, Inc. for Water System Ground Storage Tanks and Related Improvements and will issue this work order under that agreement. The project is scheduled to be completed in 255 calendar days.

MOTION:

Move to approve/disapprove Work Order No. 6 with Globaltech, Inc. for design-build construction services on the South Booster Tank and Pump Station Improvements Project in the amount of \$339,057.36.

ATTACHMENT(S):

Fiscal Impact Analysis

Work Order No. 6

FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2021	2022	2023	2024	2025
Capital Expenditures	\$339,057.36	0	0	0	0
Operating Expenditures	0	0	0	0	0
External Revenues	0	0	0	0	0
Program Income	0	0	0	0	0
In-kind Match	0	0	0	0	0
Net Fiscal Impact	\$339,057.36	0	0	0	0
No. of Addn'l Full-Time Employee Positions	0	0	0	0	0

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

Account Number	Account Description	Project Number	FY21 Budget	Current Balance	Budget Transfer	Agenda Expenditure	Balance
422-7022-533.63-00	Water Treatment Capital	WT2104	-\$906,419	-\$906,419	-\$1,156,419	\$250,000	\$646,540.29
422-7022-533.63-00	Water Treatment Capital	WT2103	\$818,320	\$254,407.42	\$0	\$89,057.36	\$165,350.06

**DESIGN-BUILD FOR WATER SYSTEM GROUND STORAGE TANKS
AND RELATED IMPROVEMENTS
WORK ORDER NO. 6**

THIS WORK ORDER FOR CONSTRUCTION SERVICES (“Work Order” hereafter) is made on the ____ day of _____, 2021, 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 **Globaltech, Inc.**, a Florida corporation (“Contractor” hereafter).

1.0 Project Description:

The City desires the Contractor to provide those design-build services and work as identified herein related to improvements to the ground storage tank at the South Booster Pump Station generally described as: **South Booster Pump Station Improvements** (the “Project”). The Project is more specifically described in the Design-Build Criteria prepared by City of Lake Worth Beach, dated December 5, 2017, and which are incorporated herein by reference.

2.0 Scope

Under this Work Order, the Contractor will provide the City of Lake Worth Beach with design-build services for the Project as specified in the **Contractor’s proposal attached hereto and incorporated herein as “Exhibit 1” Scope of Services and “Exhibit 2” Cost Breakdown.**

3.0 Schedule and Liquidated Damages

Substantial completion of all services and work under this Work Order shall be within **210 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 **255 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.

4.0 Compensation and Direct Purchases

This Work Order is issued for a lump sum, not to exceed amount of **\$339,057.36 (Three Hundred Thirty-Nine Thousand and Fifty-Seven Dollars and Thirty-Six Cents)**. The attached **Exhibit 2** 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: **To be determined at the 30% design milestone.**

5.0 Project Manager

The Project Manager for the Contractor is **Amir Keyvanzad**, phone: **561-997-6433**; email: **amir@globaltechdb.com** and, the Project Manager for the City is **Julie Parham**, phone: **561-586-17980**; email: **jparham@lakeworthbeachfl.gov.**

6.0 Progress Meetings

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

7.0 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 Design-Build criteria, 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, available 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 RFQ; and no additional examinations, investigations, explorations, tests, reports, studies or similar information or data are or is deemed necessary by Contractor for such purposes unless specifically included in the Scope of Services.

7.3 Contractor has reviewed and checked all information and data shown or indicated in the Design-Build criteria and in 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 prior to commencing work. If required, 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 the cost shall be included in the Work Order price, within the Work Order time and in accordance with the other terms and conditions of the Contract Documents.

7.4 Contractor will correlate 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.

8.0 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.

9.0 Authorization

This Work Order is issued pursuant to the Design-Build Contract for Water System Ground Storage Tanks and Related Improvements between the City of Lake Worth Beach and the Contractor, dated December 5, 2017 ("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.

REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK

SIGNATURE PAGE FOLLOWS

IN WITNESS WHEREOF, the parties hereto have made and executed this Work Order as of the day and year set forth above.

ATTEST:

By: _____
Melissa Coyne, City Clerk

By: _____
Betty Resch, Mayor

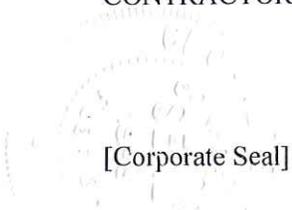
APPROVED AS TO FORM AND
LEGAL SUFFICIENCY:

APPROVED FOR FINANCIAL
SUFFICIENCY

By: _____
Glen J. Torcivia, City Attorney
/mpa

By: _____
Bruce T. Miller, Financial Services Director

CONTRACTOR: Globaltech, Inc.



By: _____
[Handwritten Signature]
Print Name: Troy L. Lyn, P.E.
Title: Executive Vice President

STATE OF FLORIDA
COUNTY OF PALM BEACH

The foregoing instrument was acknowledged before me this 3rd day of September, 2021 by Troy L. Lyn, as Executive Vice President (title), of Globaltech, Inc. a Florida Corporation authorized to do business in the State of Florida, and who is **personally known** to me or who has produced the following _____ as identification.

Notary Public



[Handwritten Signature]
Print Name: Rachael Stolpman
My commission expires: June 7, 2025

“EXHIBIT 1”

Detailed Scope of Services South Booster Pump Station Improvements

1. Prepare engineering calculations, studies, drawings and submittals as required to depict work and products, obtain building department permits, and prepare record drawings. Engineering services shall include the following:
 - a. Engineering project management activities to include project and progress meetings, permit applications, project correspondence, and status reports.
 - b. Issuance of purchase specifications and solicitation of vendor quotations
 - c. Prepare preliminary design to 30% level for the purpose of:
 - i. Refining and presenting the project elements and costs for review with City of Lake Worth Beach staff
 - ii. Adjust the GMP based on 30% review
 - iii. Finalize project schedule
 - d. Produce General, Civil, Mechanical, and Electrical/I&C drawings. Provide review sets to City of Lake Worth Beach at the 60% and 90% stage for review.
 - e. Prepare purchase specifications or provide cutsheet covering specific items of equipment including: tank mixer system and mixing pump.
 - f. Obtain Palm Beach County Health Department Permits for the tank mixer for South Booster Pump Station.
 - g. Obtain building department permits.
 - h. Prepare and review of submittals and RFI's as needed.
 - i. Site visits to review construction progress and compliance.
 - j. Startup services.
 - k. Consolidated O&M manuals for vendor supplied equipment.
 - l. Prepare record drawings.

The following specific construction activities and services will be performed:

South Booster Pump Station

By Divisions:

Div 1 General Requirements:

- A. Mobilization
- B. Project management for all design-build activities including project meetings, preparation of agendas and meeting minutes, management of crew and site resources, procurement oversight, coordination of activities with Owner's operations. Development of maintenance of plant operations (MOPO) plans
- C. Preparation of project progress schedules in Primavera P6 format with monthly updates
- D. Construction facilities to include staging area, storage container, sanitary toilet, and office container if needed
- E. Waste management and hauling of demolition debris
- F. Utility Locating services
- G. Temporary utilities; water and electric power (originating source to be supplied by Owner)

Div 2 Sitework

- A. Demolition to include:
 - a. Relocation of existing emergency eyewash/shower.
- B. Improvements:
 - a. Restoration of site grading and sod following construction activities

Div 3 Concrete

- A. Grout all support bases and anchor plates at floor area, as applicable

Div 5 Miscellaneous Metals

- A. Provide sufficient 316 SS Unistrut and accessories, epoxy and wedge anchors mounting of pipes and pumps

Div 9 Coatings and Finishes

- A. Storage tank exterior:
 - a. Mild pressure wash of tank exterior wall and dome at a minimum of 3500 psi to remove dust, dirt, grease, oil, loose coatings, and other foreign substances from the surface.
 - b. Apply two coats of Tnemec Series 1026 Enduratone Acrylic at 2-3 MDFT per coat to the exterior concrete surfaces of the tank wall and dome, per manufacturer recommendation.
- B. Storage tank interior piping and manhole frame:
 - a. Abrasive blast all metal pipe work located at the tank's interior and the manhole frame to remove corrosion, loose coatings, and other foreign contaminants from the metal.
 - b. Apply two coats of Tnemec Series N140 Pota-Pox Plus to the prepared metal surfaces.

Div 10 Specialties

- A. Repair and Modify to Existing Prestressed Concrete Tanks:
 - a. Modifications to Dome Probe No. 1
 - i. Chip away the concrete surrounding the dome probe. Remove the existing dome probe pipe.
 - ii. Prepare the dome surface for new fabricated dome probe curb that will contain a stubbed pipe for a 4" probe.
 - iii. Tie the new dome probe curbs steel to the existing steel of the dome. Coat any exposed metal with Sika Armatech 110 Bonding Epoxy.
 - iv. Seal the new curb to the dome surface with Sikatop 123 Plus cementitious material, per manufacture requirements
 - b. Modifications to Dome Probe No. 2
 - i. Chip away the concrete surrounding the dome probe. Remove the existing dome probe pipe.
 - ii. Coat any exposed metal with Sika Armatech 110 Bonding Epoxy.
 - iii. Patch the dome probe opening with Sikatop 123 Plus cementitious material bringing the repair flush to the adjacent surfaces, per manufacture requirements.
 - c. Modifications to Emergency Overflow
 - i. Remove the existing screens from the overflow housings.
 - ii. Install and secure new fiberglass overflow eyelid housings.
 - iii. Apply gelcoat to the surfaces of the new housings.
 - iv. Install new stainless steel mesh screens onto the housings.

- d. Repairs to Center Vent
 - i. Clean and prepare the surfaces of the dome center vent and apply new Gelcoat.
 - ii. Rescreen the center vent with new stainless-steel mesh.
- e. Modification to Exterior Ladder
 - i. Remove existing ladder and mounting hardware. Patch the holes from the mounting locations with Sikatop 123 Plus. Bring the repair flush with the adjacent surfaces.
 - ii. Build formwork for mortar and epoxy placement.
 - iii. Apply Masteremaco N424 cementitious repair mortar in conjunction with bonding epoxy.
 - iv. Remove formwork from structure and install new ladder mounting hardware.
 - v. Fabricate and install a new aluminum ladder complete with safety cage and door.
- f. Mixing System Modifications
 - i. Prepare the surface for new pipe support bosses by scarifying the exterior wall at eight locations.
 - ii. Build formwork for mortar and epoxy placement.
 - iii. Set longhorn anchors to adhere to new pipe support bosses
 - iv. Apply Masteremaco N424 cementitious repair mortar in conjunction with bonding epoxy.
 - v. Remove formwork from structure.
 - vi. Core drill two holes at the vertical elevation of the manhole for the new 3" mixing system wall pipes.
 - vii. Coat any exposed metal with Sika Armatech 110 Bonding Epoxy.
 - viii. Install waterstops on the inside of tank and seal with E-BOND-1024 underwater putty.
 - ix. Place new wall sleeves, install new 3" pipe through wall, and link seals.
 - x. Seal the exterior side of the new wall with Sikatop 123 Plus bring the repair flush with the adjacent surfaces.
- g. Install a new safety rail system, toe boards, and a self-closing gate at the access hatch located on the roof.
- h. Install a fall protection, hookup anchor plate assembly to surface of the dome located close to the cent as possible.
- i. Remove the existing vortex breaker located at the interior of the tank and install a new stainless steel vortex breaker.
- j. Fabricate and install a new stainless steel TS Rail safety system to the existing internal ladder.
- k. Install a new stainless steel manhole cover and gasket.
- l.

Div 11 Equipment

- A. Tideflex Mixing System:
 - a. Tideflex Variable Inlet Nozzles:
 - i. Three (3), 2in. nozzles
 - ii. 2in. diameter by 55ft long PVC horizontal manifold
 - iii. 304 grade stainless steel supports and hardware
- B. Grundfos 3hp vertical shaft centrifugal mixing pumps.
 - a. Two (2) 100% capacity pumps operating in A or B configuration with programmed alternating 24 hr. run cycles.
 - b. Butterfly isolation valves.
 - c. Check valves.

Div 15 - Mechanical

- A. Provide schedule 80 PVC piping with associated ball valves for tank mixing system.

Div 16/17 Electrical/I&C

- A. Provide sufficient conduit, conductors, and devices required for new mixing system.

Assumptions

- A. Installation of piping does not require dewatering.
- B. Existing bubbler level device will be utilized to start/stop mixing pump.
- C. Geotechnical and other construction related testing to be performed by testing companies under contract with, and will be invoiced directly to the City of Lake Worth Beach, except retesting of failed first tests.
- D. All permit fees are to be paid by the City of Lake Worth Beach.
- E. Storage Tank will be drained by City of Lake Worth Beach prior to the contractor entering the tank for work activities, upon completion of work, City shall refill and disinfect tank prior to placing tank in service. Bacteriological testing for ground storage tank and tank mixing system shall be conducted by City of Lake Worth.

“EXHIBIT 2”

Cost Breakdown

**City of Lake Worth Beach
172327 LWB S. Booster Pump Station**

Assembly#	Description	Unit	Quantity	Cost	Ext. Cost	Ext. Price
Job: 172327 LWB S. Booster Pump Station						
Bid Item: 1 General Requirements						
3	General Conditions	LOT				
	Submittal Labor	HR	10.0	101.00	1,010.00	1,010.00
	O&M Manual	HR	10.0	101.00	1,010.00	1,010.00
	Progress Meetings	HR	20.0	156.00	3,120.00	3,120.00
	Project Estimating	HR	40.0	156.00	6,240.00	6,240.00
	Construction Scheduler	HR	20.0	94.00	1,880.00	1,880.00
	Construction PM 3	HR	40.0	129.00	5,160.00	5,160.00
	Construction PM 2	HR	50.0	101.00	5,050.00	5,050.00
	Construction PM 1	HR	40.0	90.00	3,600.00	3,600.00
	Purchasing & Subcontract	HR	40.0	129.00	5,160.00	5,160.00
	Bldg Permits Application & Coordination	HR	10.0	101.00	1,010.00	1,010.00
	Construction Assistant	HR	40.0	90.00	3,600.00	3,600.00
Bid Item Totals:					36,840.00	36,840.00
Bid Item: 2 Sitework						
	MOB/DEMOB	LOT	1.00	6,528.00	6,528.00	6,528.00
	Sanitary	MONTH	2.00	250.00	500.00	615.25
	Job Site Office Supplies	LOT	1.00	100.00	100.00	123.05
	Waste Hauling	LOT	1.00	800.00	800.00	984.40
	Locates	DAY	1.00	1,800.00	1,800.00	2,157.12
	Cleanup & Restoration					
	Seed & Sod	LOT	1.00	2,000.00	2,000.00	2,461.00
	Prep & Installation	CR-D	2.00	1,800.00	3,600.00	3,600.00

Continued...

Assembly#	Description	Unit	Quantity	Cost	Ext. Cost	Ext. Price
	Startup Crew	CR-D	1.00	1,800.00	1,800.00	1,800.00
	Punch Out Crew	CR-D	2.00	1,800.00	3,600.00	3,600.00
				Bid Item Totals:	20,728.00	21,868.82
Bid Item:	3 Concrete					
	Form & Materials	LOT	1.00	200.00	200.00	246.10
	Cast In Place Concrete	YD	1.00	180.00	180.00	221.49
	Installation	CR-D	2.00	1,800.00	3,600.00	3,600.00
				Bid Item Totals:	3,980.00	4,067.59
Bid Item:	5 Metals					
	SS Unistrut 316	LOT	7.00	120.00	840.00	1,033.62
	SS Unistrut Hardware	LOT	1.00	250.00	250.00	307.63
	SS Unistrut Pipe Clamp	LOT	1.00	250.00	250.00	307.63
	Pipe Support Systems	LOT	1.00	3,000.00	3,000.00	3,691.50
	Misc Metals & Fasteners	LOT	1.00	1,000.00	1,000.00	1,230.50
	Installation	CR-D	2.00	1,800.00	3,600.00	3,600.00
				Bid Item Totals:	8,940.00	10,170.88
Bid Item:	9 Finishes					
	Signs & Labels	LOT	1.00	500.00	500.00	615.25
	Coatings	LOT	1.00	100.00	100.00	107.00
	Misc Application Material (Sundries)	LOT	1.00	100.00	100.00	107.00
	Installation	CR-D	1.00	1,800.00	1,800.00	1,800.00
				Bid Item Totals:	2,500.00	2,629.25
Bid Item:	10 Specialties					
	Tank Repair CROM	LOT	1.00	81,576.00	81,576.00	96,014.95
				Bid Item Totals:	81,576.00	96,014.95

Continued...

Assembly#	Description	Unit	Quantity	Cost	Ext. Cost	Ext. Price	
Bid Item: 11	Equipment						
	Tideflex Mixing System	EA	1.00	10,410.00	10,410.00	12,809.51	
	Freight	LOT	1.00	400.00	400.00	492.20	
	Installation	CR-D	3.00	1,800.00	5,400.00	5,400.00	
	Recirculating Pump	EA	2.00	2,800.00	5,600.00	6,890.80	
	Startup	EA	1.00	1,200.00	1,200.00	1,476.60	
	Installation	CR-D	1.00	1,800.00	1,800.00	1,800.00	
					Bid Item Totals:	24,810.00	28,869.11
Bid Item: 17	I&C						
	I&C	LOT	1.00	10,700.00	10,700.00	13,166.35	
					Bid Item Totals:	10,700.00	13,166.35
Bid Item: 26	Electrical						
	Electrical Sub	LOT	1.00	19,800.00	19,800.00	21,780.00	
	Electrical PM	HR	20.0	110.00	2,200.00	2,200.00	
					Bid Item Totals:	22,000.00	23,980.00
Bid Item: 40	Process Interconnections						
	SCH 80 PVC Pipe & Fittings	LOT	1.00	5,500.00	5,500.00	6,767.75	
	Valves & Accessories	LOT	1.00	5,500.00	5,500.00	6,767.75	
	Flange Kits & Misc Materials	LOT	1.00	750.00	750.00	922.88	
	Pressure Gauge & Accessories	LOT	1.00	1,800.00	1,800.00	2,214.90	
	Construction Superintendent	HR	60.0	94.00	5,640.00	5,640.00	
	Installation	CR-D	10.0	1,800.00	18,000.00	18,000.00	
					Bid Item Totals:	37,190.00	40,313.28
Bid Item: 41	Rental Equipment & Misc Tools						
	Skid Steer	WEEK	2.00	1,500.00	3,000.00	3,691.50	
	Excavator	Month	1.00	2,400.00	2,400.00	2,953.20	
	Compactor 5000-7000LB	WEEK	1.00	450.00	450.00	553.73	

Continued...

Assembly#	Description	Unit	Quantity	Cost	Ext. Cost	Ext. Price
	Misc Tools & Equipment	LOT	1.00	500.00	500.00	615.25
	Confined Space Equipment	LOT	1.00	2,000.00	2,000.00	2,461.00
	Safety	HR	10.0	156.00	1,560.00	1,560.00
	Safety Equipment	LOT	1.00	500.00	500.00	615.25
	Equipment Fuel	GAL	50.0	6.90	345.00	396.75
	Equipment Delivery & Pickup	EA	2.00	450.00	900.00	1,107.45
				Bid Item Totals:	11,655.00	13,954.13
Bid Item: 50 Engineering						
	Engineering		1.00	40,044.00	40,044.00	40,044.00
				Bid Item Totals:	40,044.00	40,044.00
Bid Item: 60 Bonds & Insurance						
	Bonds & Certifications	LOT	1.00	7,139.00	7,139.00	7,139.00
				Bid Item Totals:	7,139.00	7,139.00
				Grand Totals:	308,102.00	339,057.36

**Exhibit 2
Work Order #6
South Booster Pump Station Improvements**

	E6	E4	E2	E1	CADD	Admin 2	Admin 1	Total Labor	Subconsultant Services	Subconsultant
Contractual Labor Rates \$/Hr.	\$190.00	\$157.00	\$109.00	\$88.00	\$112.00	\$78.00	\$55.00			
Task 1 Tank Mixer										
Project Coordination	8		8				2	4		\$2,768.00
60% Design										
Mechanical Design	8		32	8	32					\$9,296.00
Electrical/I&C Design		16		32	10					\$6,448.00
90% Design										
Mechanical Design	2		16	2	12					\$3,644.00
Electrical/I&C Design		12		16	2					\$3,516.00
Final Design										
Mechanical Design	2		4		6					\$1,488.00
Electrical/I&C Design				4	2					\$576.00
Subtotal Task 1	20	28	60	62	64	2	4			\$27,736.00
Task 2 DOH Permitting										
Project Coordination	2						1	4		\$678.00
Permit Application	2		4		4					\$1,264.00
Subtotal Task 2	4	0	4	0	4	1	4			\$1,942.00
Task 3 Services During Construction										
Project Coordination	4						2	4		\$1,136.00
Submittal Review/Coordination	2	4	8	8						\$2,584.00
Construction Site Visit	4	4	8	8						\$2,964.00
Record Drawing	2	2	4	4	4					\$1,930.00
Progress Meetings	2		8							\$1,252.00
Subtotal Task 3	14	10	28	20	4	2	4			\$9,866.00
Total	38	38	92	82	72	5	12			\$39,544.00
Subconsultants										\$0.00
Markup										\$0.00
Total Subconsultant										\$0.00
Reimbursable Expenses										\$500.00
Total										\$40,044.00

EXECUTIVE BRIEF REGULAR MEETING

AGENDA DATE: September 21, 2021

DEPARTMENT: Electric Utility

TITLE:

Florida Municipal Power Agency Update on City of Lake Worth Beach Electric Utility Improvements

SUMMARY:

The FMPA will speak about the City's electric utility improvements from its point of view.

BACKGROUND AND JUSTIFICATION:

The Florida Municipal Power Agency (FMPA) is a wholesale power agency and member support agency owned by municipal electric utilities in the state of Florida, including the City of Lake Worth Beach. The City's Electric Utility has been making significant upgrades to its system in recent years. Jacob Williams, General Manager and Chief Executive Officer of FMPA will present FMPA's view of improvements in Lake Worth Beach's electric utility.

MOTION:

N/A

ATTACHMENT(S):

Fiscal Impact Analysis – N/A



An Overview of Lake Worth Beach Electric Utility Efforts

Lake Worth Beach City Commission

Sept. 21, 2021



Lake Worth Beach Electric Utility Has Come a Long Way

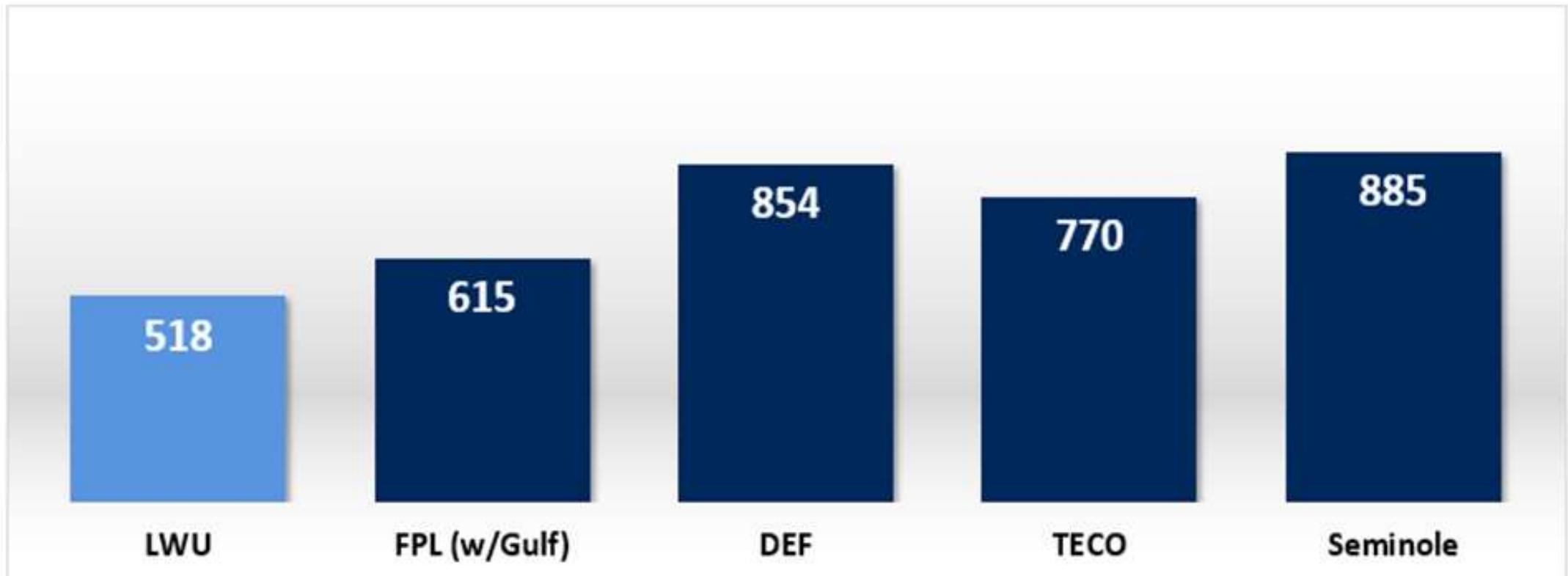
Most Carbon-Free Supply in State and Low-Cost

- **Will have highest percentage of carbon-free supply in Florida**
 - Greater than 50% of supply carbon free by 2025
 - 51% improvement in CO₂ by 2025 compared to 2005 levels, with solar covering 40% of peak load
- **Power Cost reductions paying off with competitive power rates**
 - Negotiated new lower wholesale power deal and blended with clean nuclear debt strategy to save over \$11 million annually in wholesale power costs, additional \$5 million expected over next 6 years
 - Residential costs lower today than in 2006, U.S. rates up 27%
 - FPL settlement expected to increase neighbor residential rates ~\$13 per month over next four years
- **Reliability improving and will improve further under SHRIP**
 - Invested over \$14 million during past two years, additional \$100 million in coming years
 - Working on second tie with FPL to improve redundancy, reduce outages and support long-term resiliency

Utility Projected to Have Lowest CO₂ Rate

*51% Reduction from 2005 Levels**

Projected 2025 CO₂ Emissions Rate (lbs./MWh)



City to Have More than 38 MW of Solar by 2024

Carbon-Free Solar Resource ~40% of Peak Load



1.7 MW from 5-acre solar farm in Lake Worth Beach

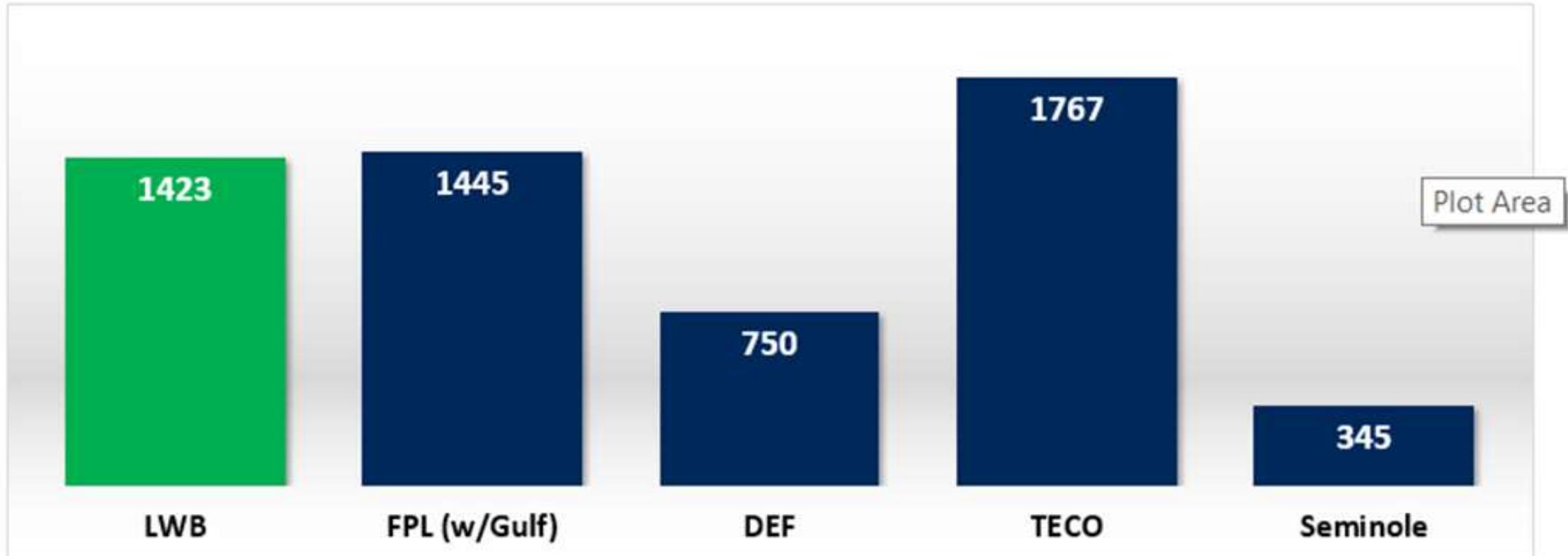


36.5 MW from one of the largest municipal-backed solar projects

Utility is a Leader in Solar Watts Per Customer

City is Poised to Lead the State

Projected Utility-Scale* Solar Watts Per Customer (2024)



LWB Reduced Annual Power Costs \$23/MWh or \$11M

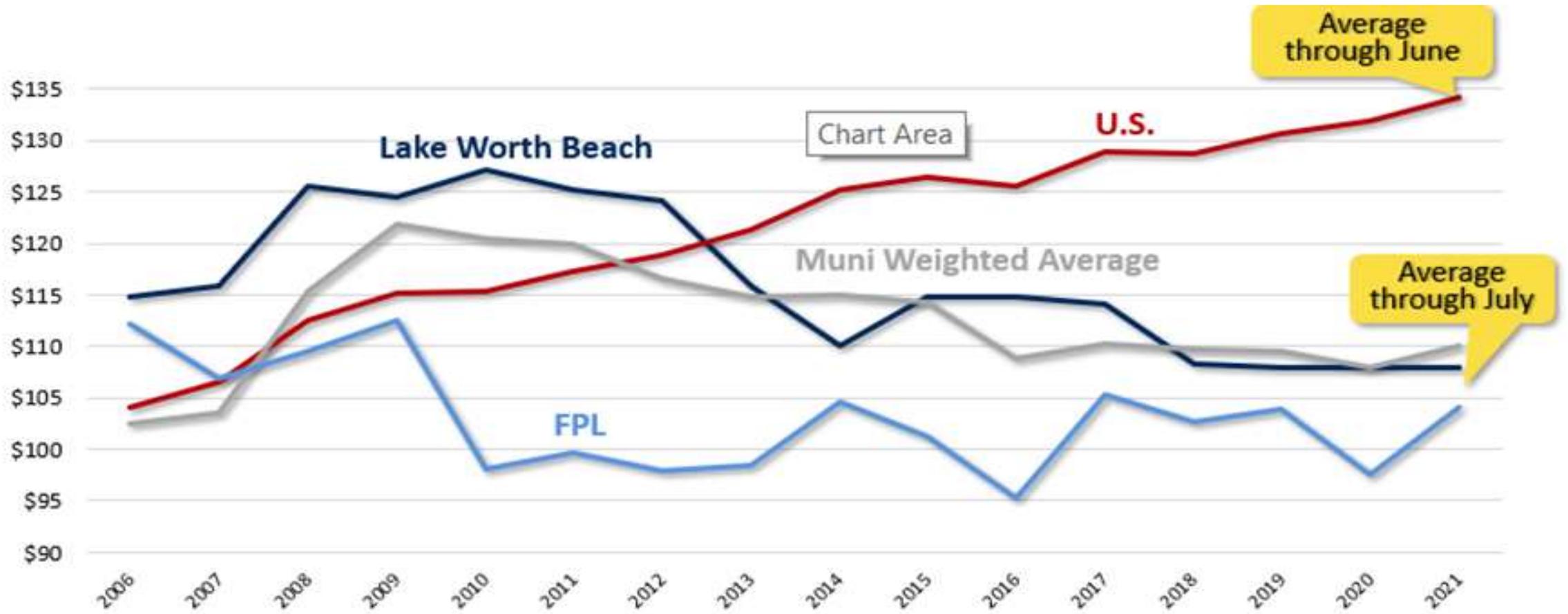
Reductions Possible Through New Power Contract

Lake Worth Beach Wholesale Power Costs



Lake Worth Beach Residential Rates Lower Than 2006

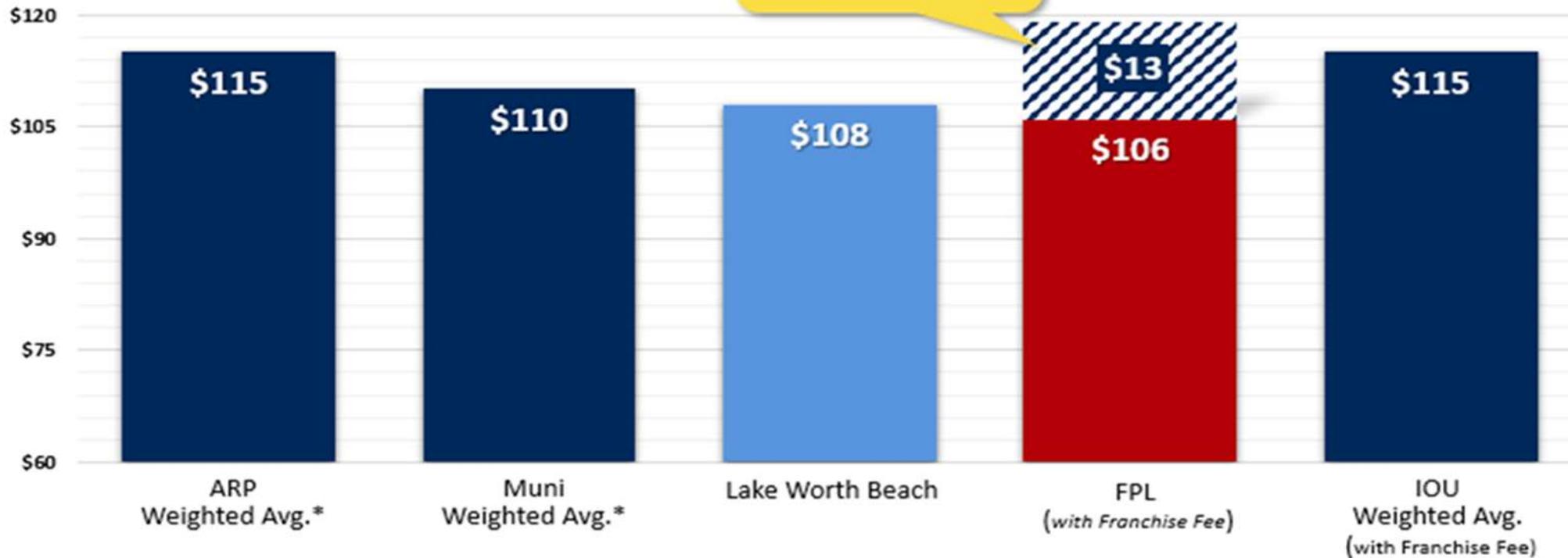
*Customer Rates Down 6%, U.S. Rates Up 27% at End of 2020**



Lake Worth Beach Residential Retail Rates Competitive

Residential Bill Comparison

Cost per 1,000 kWh, July 2021

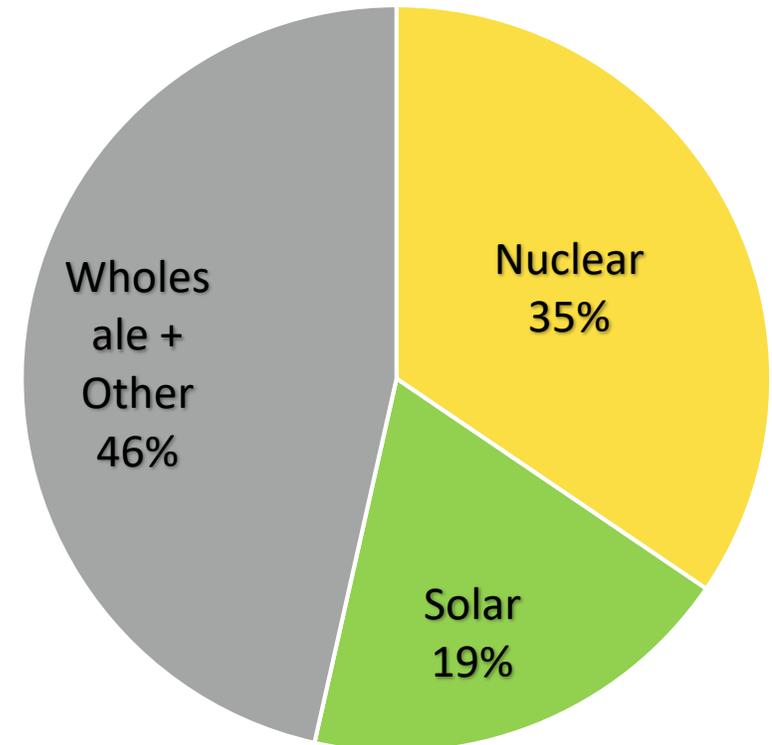


Negotiated New Wholesale Power Deal

Excess Market Supply Helps Reduce Costs

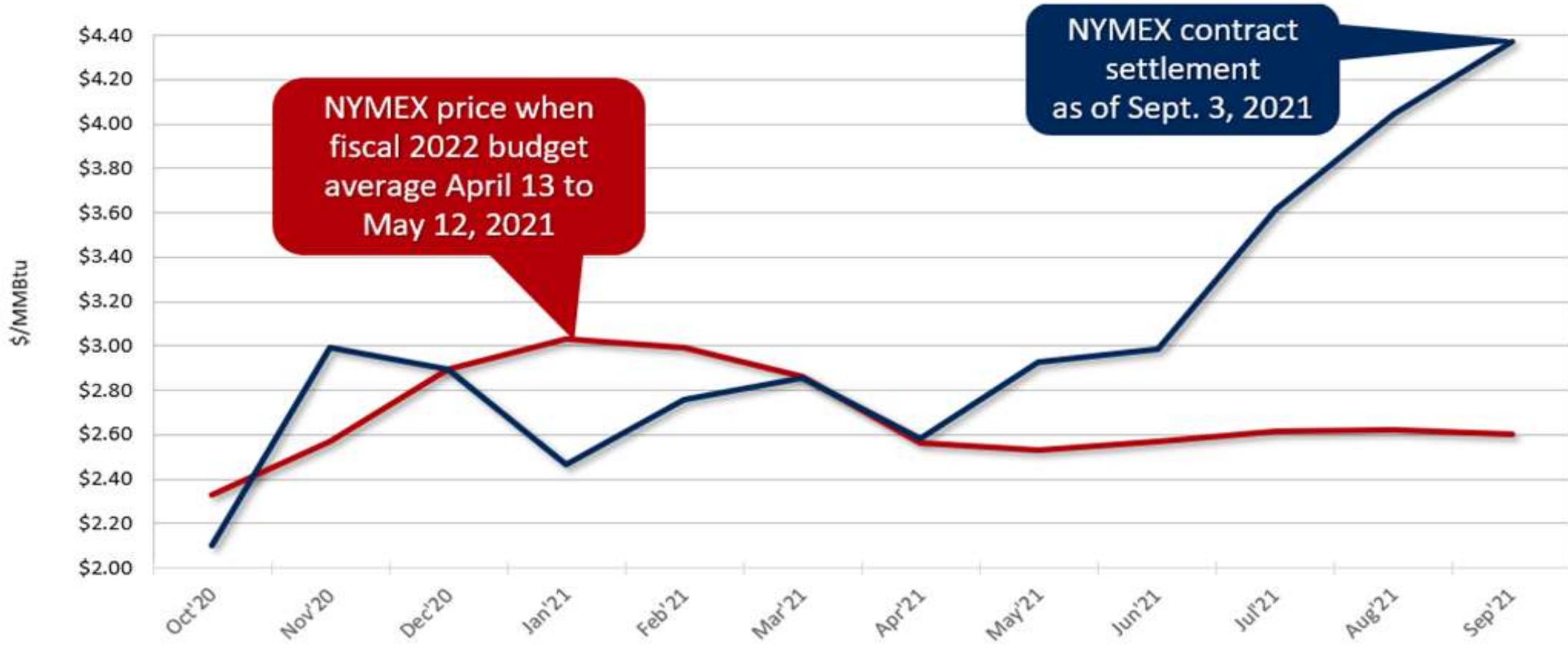
- Lake Worth Beach solar and St. Lucie entitlements provide stable long-term energy supply
- Further cost reduction of \$1.5M with new transmission line and retirement of gas unit in 2023
- St. Lucie debt cost reduction of \$13/MWh or \$2.7 million starting in 2023
- Stanton 1 retirement between 2025 and 2027 will further reduce CO₂ emissions and provide lower operating costs of \$1.25M annually
- Utility negotiated advantageous arrangement for remaining needs
 - Excess market capacity available

Projected Energy Sources (2025)



Lower Wholesale Costs Offset Gas Prices

Gas Price Forwards Materially Above Budget

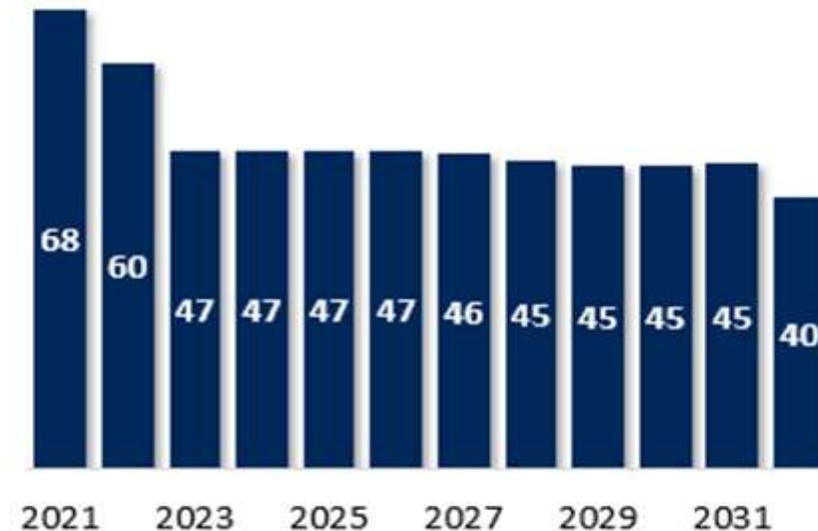


St. Lucie Project Costs Coming Down

Debt Extension Aligns with Extended Life

- St. Lucie zero-carbon facility recently received license extension
- Allows for revised debt strategy to lower mid-term cost for participants
- Debt term now better resembles useful life
- ~\$13/MWh reduction by 2023

Projected St. Lucie Participant Costs with Debt Extension (\$/MWh)



Maintaining strong bond ratings supports continued low financing costs

IOU Spend on Reliability Up ~4-10 Times Municipals

Reinvestment Impacts Reliability Performance

Investor-Owned Utility (IOU) Spending on Reliability

Dollar increases from base year of 2011



Increase in Storm Protection and Reliability

\$100 Million Improvement Project Underway

- Pursuing second transmission source to eliminate system-wide outages
- Upgrades to distribution system to withstand Category 5 hurricanes
- Adding technology to reduce outage occurrences and duration
- Hardening in known trouble spots to reduce animal and vegetation contacts
- Converting to higher operating voltages to reduce thermal stress and increase power delivery needed for growth
- New system control and data acquisition systems



Second Tie with FPL Transmission Coming

Key Source of Reliability Risk will be Resolved, Lower Power Costs

- New tie to substation and associated transmission lines on the way
- FPL letter of intent complete
- Engineering and procurement well underway
- Transmission upgrades targeted for end of 2022, distribution by summer 2023
- Longer lead time for materials could extend project timeline
- Once project complete, power costs reduced by \$1.5M as generator retired



A final facility construction agreement will bind FPL and Lake Worth Beach to complete their portion of needed facilities

Priorities for Next Five Years

Emissions, Reliability and Value Delivery

- Complete transmission project with FPL for reliability and cost improvement
- Advance SHRIP program initiatives for reliability improvements
- Pursue strategic solutions to increase solar generation reliably
 - Requires creative solutions to pair solar output with load
 - Energy storage solutions for local resiliency
- Complete power cost reduction efforts to save additional \$5 million annually
- Complete cost of service study with Leidos to provide value to customers
 - Solar subscription product for customers forthcoming
- Improve outlook with rating agencies through continued cost control, rate adjustments and staff stability to deliver results to bondholders as forecasted

EXECUTIVE BRIEF REGULAR MEETING

AGENDA DATE: September 21, 2021

DEPARTMENT: Financial Services

TITLE:

Ordinance No. 2021-12 – First Reading -- providing authority for the issuance of taxable pension obligation bonds

SUMMARY:

The ordinance will provide the authority for the issuance of taxable pension obligation bonds to reduce the total unfunded liability within the City's three pensions.

BACKGROUND AND JUSTIFICATION:

The City of Lake Worth Beach operates three single-employer pension plans. On a combined basis, the City's annual contribution to the pensions is nearly \$12 million, or roughly 10% of the City's total budget. The total unfunded liability is roughly \$80 million. The City's financial advisors and independent actuary have identified four (4) possible strategies to manage these plans. Three of these, strategies 2-4, are intended to increase the plans funding ratios to 80% and above over a period of time. However, the fourth strategy, the issuance of Pension Obligation, is the only solution that has an immediate funding ratio impact.

- Strategy 1: Continue with the current pension fund strategy
- Strategy 2: Make changes to the benefit plans
- Strategy 3: Shorten the amortization period of the unfunded liability
- Strategy 4: Issue taxable Pension Funding Bonds (PFB's)

The PFB's are a potentially favorable solution because the strategy increases the plans funding ratios and improving Net Present Value budgetary cash flows.

MOTION:

Move to approve/disapprove Ordinance No. 2021-12 on first reading and schedule the second reading and public hearing for October 5, 2021.

ATTACHMENT(S):

Fiscal Impact/Comparative Analysis
Ordinance No. 2021-12

FISCAL IMPACT/COMPARATIVE ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2021	2022	2023	2024	2025
Capital Expenditures	0	0	0	0	0
Operating Expenditures	0	0	0	0	0
External Revenues	0	0	0	0	0
Program Income	0	0	0	0	0
In-kind Match	0	0	0	0	0
 Net Fiscal Impact	 0	 0	 0	 0	 0
 No. of Addn'l Full-Time Employee Positions	 0	 0	 0	 0	 0

B. Summary of Fiscal Impact/Comparative:

	Funding Estimate 2022	Funding Estimate 2023	Funding Estimate 2024	Funding Estimate 2025	Funding Estimate 2026
Current Plan	\$11,470,320	\$13,190,868	\$15,169,498	\$17,444,923	\$20,061,661
Option II	\$9,170,320	\$10,860,868	\$12,869,498	\$15,144,923	\$17,761,661
Option III	\$6,470,320	\$8,190,868	\$10,169,498	\$12,444,923	\$15,061,661
Savings	2022	2023	2024	2025	2026
Current Plan	\$11,470,320	\$13,190,868	\$15,169,498	\$17,444,923	\$20,061,661
Option II	\$9,170,320	\$10,860,868	\$12,869,498	\$15,144,923	\$17,761,661
Option III	\$6,470,320	\$8,190,868	\$10,169,498	\$12,444,923	\$15,061,661

ORDINANCE NO. 2021-12 OF THE CITY OF LAKE WORTH BEACH, FLORIDA, AUTHORIZING THE INCURRENCE BY THE CITY OF DEBT TO FUND REQUIRED CITY FINANCIAL OBLIGATIONS WITH RESPECT TO ITS RETIREMENT PLAN FOR EMPLOYEES; PROVIDING THAT SUCH OBLIGATIONS OF THE CITY DO NOT CREATE A GENERAL DEBT OR OBLIGATION OF THE CITY OR THE STATE BUT SHALL BE PAYABLE FROM LEGALLY AVAILABLE REVENUES APPROPRIATED FOR SUCH PURPOSE; AND PROVIDING AN EFFECTIVE DATE

WHEREAS, the City Commission (the “Commission”) of the City of Lake Worth Beach, Florida (the “City”) desires to consider a financing plan to provide for the funding of required City obligations with respect to its retirement plan for employees; and

WHEREAS, the Commission hereby deems such financing to be for an essential public purpose and to constitute a “project” within the meaning of Section 166.111, Florida Statutes, as amended;

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

SECTION 1. DEFINITIONS. When used in this ordinance, the following terms shall have the following meanings, unless the context clearly otherwise requires:

“City” shall mean the City of Lake Worth Beach, Florida, a municipal corporation and public body corporate and politic.

“Non-Ad Valorem Revenues” shall mean legally available revenues of the City derived from sources other than ad valorem taxation.

“Obligations” shall mean debt obligations issued by the City, the proceeds from the sale of which shall be used to finance the Project.

“Project” shall mean the funding of amounts to be held for the benefit of obligees under the City's defined benefit retirement plan for employees.

The words “herein”, “hereunder”, “hereby”, “hereto”, “hereof”, and any similar terms shall refer to this ordinance.

Words importing the singular number include the plural number, and vice-versa.

SECTION 2. FINDINGS. The City Commission of the City hereby finds and determines that:

(a) The City's defined benefit retirement plan (the "Plan") currently experiences certain deficits in amounts needed in the future to fully fund said Plan.

(b) It is vital to the employees of the City and its citizens that said Plan be fully solvent, in order to continue to attract qualified employees and provide basic city services to citizens.

(c) The City desires to incur short-term Obligations to provide funding to the Plan as a "Project" vital to the needs of citizens of the City.

SECTION 3. ISSUANCE OF OBLIGATIONS. (a) The City Commission shall have the power, and it is hereby authorized to provide by resolution, to incur Obligations to finance the Project. The proceeds from the Obligations shall be used to finance the cost of the Project, establish a debt service reserve fund, if needed, pay interest on the Obligations and pay costs of issuance.

(b) The Obligations shall be payable from payments made under a covenant to budget and appropriate Non-Ad Valorem Revenues of the City, moneys in certain funds and accounts held by the City and moneys derived from any credit enhancement of the Obligations. The Obligations shall not constitute a direct obligation of the City and shall be payable solely from the Non-Ad Valorem Revenues budgeted and appropriated as provided herein.

SECTION 4. OBLIGATIONS NOT DEBT OF CITY. Obligations issued under the provisions of any resolution shall not be deemed to constitute a debt of the City or a pledge of the faith and credit of the City, but such Obligations shall be payable solely from Non-Ad Valorem Revenues as described herein. The obligation of the City to repay such Obligations is a limited and special obligation, subject to annual appropriation of the City from Non-Ad Valorem Revenues.

SECTION 5. REMEDIES OF OBLIGATION HOLDERS. Any holder of Obligations, except to the extent the rights herein given may be restricted by the resolution authorizing the issuance of such Obligations, may, either at law or in equity, by suit, action, mandamus or other proceeding, protect and enforce any and all rights under the laws of the State or granted hereunder or under such resolution, and may enforce and compel the performance of all duties required by such resolution to be performed by the City or by any officer thereto.

SECTION 6. ALTERNATIVE METHOD. This ordinance shall be deemed to provide an additional and alternative method for the doing of the things authorized hereby, shall be regarded as supplemental and additional to powers conferred by other laws, and shall not be regarded as in derogation of any powers now existing or which may hereafter come into existence. This ordinance, being necessary for

the welfare of the inhabitants of the City, shall be liberally construed to affect the purposes thereof.

SECTION 7. EFFECTIVE DATE. This ordinance shall take effect immediately upon its enactment.

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

- Mayor Betty Resch
- Vice Mayor Herman Robinson
- Commissioner Sarah Malega
- Commissioner Christopher McVoy
- Commissioner Kim Stokes

The Mayor thereupon declared this ordinance duly passed on first reading on the ____ day of _____, 2021.

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

- Mayor Betty Resch
- Vice Mayor Herman Robinson
- Commissioner Sarah Malega
- Commissioner Christopher McVoy
- Commissioner Kim Stokes

The Mayor thereupon declared this ordinance duly passed and enacted on the ____ day of _____, 2021.

LAKE WORTH BEACH CITY COMMISSION

By: _____
Betty Resch, Mayor

ATTEST:

Melissa Ann Coyne, City Clerk

EXECUTIVE BRIEF REGULAR MEETING

AGENDA DATE: September 21, 2021

DEPARTMENT: Public Works

TITLE:

Joint Funding of Federal Highway Traffic Study w/ PBC Transportation Planning Agency

SUMMARY:

In regards to its upcoming projects and possible traffic calming measures, on 9/8/21 the Florida Department of Transportation notified the City of what should be contained within the Federal Highway traffic study scope.

BACKGROUND AND JUSTIFICATION:

The Florida Department of Transportation (FDOT) currently has two RRR (Resurfacing, Restoration, and Rehabilitation) projects planned for Federal Highway in the Lake Worth Beach corridor:

- 10th Ave South to 6th Ave North in 2024
- 6th Ave North to Arlington Rd in 2025

Given that the City has recently expressed an interest for traffic calming to be incorporated on this roadway, such as implementing mini roundabouts, a particular traffic study scope will be necessary. On September 9th, FDOT informed the City of everything this study to be performed by an FDOT pre-qualified consultant should entail with a deadline falling at the end of December, 2021 for submittal. This corridor level feasibility study will have an ICE (Intersection Control Evaluation) component, examine any possibility for multiple traffic calming methods, and an overall speed limit evaluation based on context classification. The consultant will be responsible for all data collection and analysis.

Based on the scope of services and staff hour estimation, \$50k is the estimate for this endeavor. The Palm Beach County Transportation Planning Agency has agreed, however, to split this estimated \$50k cost with the City. Once complete, the study will be submitted for review by FDOT.

*Please note, per FDOT: "...a submittal of a study with the information requested does not guarantee the roundabouts will be approved and/or can be accommodated with this RRR project."

MOTION:

Move to approve/disapprove joint funding of the FDOT recommended Federal Highway traffic study with the PBC TPA by allocating \$25,000 to proceed with the process.

ATTACHMENT(S):

Fiscal Impact Analysis

FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2021	2022	2023	2024	2025
Capital Expenditures	0	0	0	0	0
Operating Expenditures	0	25,000	0	0	0
External Revenues	0	0	0	0	0
Program Income	0	0	0	0	0
In-kind Match	0	0	0	0	0
Net Fiscal Impact	0	0	0	0	0
No. of Addn'l Full-Time Employee Positions	0	0	0	0	0

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

Account Number	Account Description	Project Number	FY22 Budget	Current Balance	Agenda Expenditure	Balance
TBD					\$25,000	



AGENDA
CITY OF LAKE WORTH BEACH
REGULAR CITY COMMISSION MEETING
CITY HALL COMMISSION CHAMBER
TUESDAY, OCTOBER 05, 2021 - 6:00 PM

ROLL CALL:

INVOCATION OR MOMENT OF SILENCE: led by Commissioner Christopher McVoy

PLEDGE OF ALLEGIANCE: led by Vice Mayor Herman Robinson

AGENDA - Additions / Deletions / Reordering:

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

A. Presentation by Christine Sylvain, Executive Director of Path to College Fellowship

COMMISSION LIAISON REPORTS AND COMMENTS:

PUBLIC PARTICIPATION OF NON-AGENDAED ITEMS AND CONSENT AGENDA:

APPROVAL OF MINUTES:

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

PUBLIC HEARINGS:

UNFINISHED BUSINESS:

NEW BUSINESS:

- A. Authorize water meter purchase with Badger Meter for the City's Water Utility Department
- B. Authorize water meter encoders purchase with The Avanti Company for the City's Water Utility Department

CITY ATTORNEY'S REPORT:

CITY MANAGER'S REPORT:

UPCOMING MEETINGS AND WORK SESSIONS:

ADJOURNMENT:

The City Commission has adopted Rules of Decorum for Citizen Participation (See Resolution No. 25-2021). 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)