



AGENDA
CITY OF LAKE WORTH BEACH
REGULAR CITY COMMISSION MEETING
CITY HALL COMMISSION CHAMBER
TUESDAY, NOVEMBER 16, 2021 - 6:00 PM

ROLL CALL:

INVOCATION OR MOMENT OF SILENCE: led by Vice Mayor Herman Robinson

PLEDGE OF ALLEGIANCE: led by Commissioner Christopher McVoy

AGENDA - Additions / Deletions / Reordering:

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

- A. House Appropriations Update by Richard Pinsky
- B. Mango Groves Neighborhood Association Presentation
- C. Proclamation recognizing 2021 Transgender Day of Remembrance
- D. Proclamation declaring November 27, 2021 as Small Business Day
- E. Proclamation declaring December 1, 2021 as World AIDS day

COMMISSION LIAISON REPORTS AND COMMENTS:

PUBLIC PARTICIPATION OF NON-AGENDAED ITEMS AND CONSENT AGENDA:

APPROVAL OF MINUTES:

- A. [Work Session - October 21, 2021](#)

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

- A. [Resolution No. 82-2021 – authorizing the execution of a Library Services and Technology Act \(LSTA\) grant award](#)
- B. [Accept and Approve the Parking Revenue Audit Report](#)

PUBLIC HEARINGS:

- A. [Ordinance No. 2021-13 and Ordinance No. 2021-14 – Second Reading – amending the Future Land Use Map \(FLUM\) amendment \(Ordinance 2021-13\) and the Zoning Map \(Ordinance 2021-14\) on behalf of the PBC School District as follows: \(1\) a FLUM amendment from the Single Family Residential \(SFR\) FLU to the Public \(P\) FLU; and \(2\) a rezoning from the Single-Family Residential \(SF-R\) zoning district to the Public \(P\) zoning district on properties located at 1509 Barton Road, 1511 Barton Road, 1515 Barton Road, and 1421 Barton Road](#)

- B. [Ordinance 2021-09 - First Reading – Deletion of administrative appeals process to the City Commission for land development decisions](#)
- C. [Ordinance No. 2021-21 – Second Reading – Ballot language to allow a candidate to concede without forcing a run-off election](#)
- D. [Ordinance No. 2021-22 – Second Reading – Ballot language for changing to single-member district voting, with the mayor remaining at-large](#)
- E. [Ordinance No. 2021-24 – Second Reading – Ballot language regarding the filling of commission vacancies](#)

UNFINISHED BUSINESS:

- A. [Discussion regarding a traffic calming policy](#)
- B. [Resolution No. 83-2021 – Fiscal Year 2022 operating budget amendment providing \\$50,000 from the American Rescue Plan Act of 2021 Coronavirus State and Local Fiscal Recovery Funds to support a partnership with the Legal Aid Society of PBC, Inc.](#)
- C. [Ordinance No. 2021-20 – First Reading – Ballot language for setting term limits of two consecutive terms for a given seat by referendum on March 8, 2022](#)

NEW BUSINESS:

- A. [Purchase authorization for Quicklime from Lhoist North America of Alabama, LLC for the Water Treatment Plant](#)
- B. [First Amendment to Agreement with Allied Universal Corporation to purchase Sodium Hypochlorite \(Bleach\) for water treatment and odor control](#)
- C. [Agreement with Odyssey Manufacturing Co. to purchase 50% Caustic Soda for water treatment and odor control](#)
- D. [Work Order #2 and Second Amendment with B&B Underground Construction, Inc. for emergency sewer main repair](#)
- E. [Purchase Order with Alan Jay Fleet Sales for the procurement of fleet replacement vehicles](#)
- F. [Purchase Order with Nextran Truck for the procurement of a new Front Load Garbage Truck](#)
- G. [Purchase Order with Orlando Freightliner for the procurement of a new Rear Steer Garbage Truck](#)
- H. [Resolution No. 84-2021 – FY 2022 Third Budget Amendment of the Five-Year Capital Plan to reflect the additional funding and appropriation for the Memorial Park Pavilion Renovation capital project.](#)
- I. [Umdasch/DOKA Settlement](#)

CITY ATTORNEY'S REPORT:

CITY MANAGER'S REPORT:

UPCOMING MEETINGS AND WORK SESSIONS:

November 30 - electric utility
December 7 - regular meeting
December 21 - regular meeting

[Draft Agenda - December 7, 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 – COMMISSION PRIORITIES
CITY HALL COMMISSION CHAMBER
THURSDAY, OCTOBER 21, 2021 - 5:00**

The meeting was called to order by Mayor Resch on the above date at 5:26 PM in the City Commission Chamber located at City Hall, 7 North Dixie Highway, Lake Worth Beach, Florida.

ROLL CALL: (0:34) 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 (1:16)

A. Commission Priorities

Action: Consensus to discuss the beach complex at the November 8, 2021 city commission work session.

ADJOURNMENT: (3:06:12)

The meeting adjourned at 8:32 PM.

Betty Resch, Mayor

ATTEST:

Melissa Ann Coyne, City Clerk

Minutes Approved: November 16, 2021

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

EXECUTIVE BRIEF REGULAR MEETING

AGENDA DATE: November 16, 2021

DEPARTMENT: Leisure Services

TITLE:

Resolution No. 82-2021 – authorizing the execution of a Library Services and Technology Act (LSTA) grant award

SUMMARY:

The resolution approves and authorizes the Mayor to execute the Library Services and Technology Act (LSTA) grant award in the amount of \$31,100. This grant funding is for the purpose of developing the City's Literacy City Campaign.

BACKGROUND AND JUSTIFICATION:

Resolution No. 82-2021 approves and authorizes the Mayor to execute the LSTA Grant Agreement 21-LSTA-B-06 that has been funded in the amount of \$31,100 for the development of the City's Literacy City Campaign. The City will provide an in-kind matching cost share in the amount of \$31,870 that is related to the value of staff salaries that are associated with the implementation of the grant funded program.

This campaign is aimed at increasing fundamental and cultural literacy among the residents of Lake Worth Beach. Critical components include a Literacy City curriculum unit, a "This is Literacy City" virtual program, a Literacy City board game, a Literacy City virtual walking tour, an "I Live in Literacy City" video series, a Literacy City postcard set, and a monthly literacy event hosted by the City's municipal library.

MOTION:

Move to approve/disapprove Resolution No. 82-2021 approving and authorizing the Mayor to execute the Library Services and Technology Act grant agreement 21-LSTA-B-06 funded at \$31,100.

ATTACHMENT(S):

Fiscal Impact Analysis
Resolution 82-2021
Grant Agreement 21-LSTA-B-06

FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2022	2023	2024	2025	2026
Capital Expenditures	0	0	0	0	0
Operating Expenditures	62,970	0	0	0	0
External Revenues	31,100	0	0	0	0
Program Income	0	0	0	0	0
In-kind Match	31,870	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	Budget Transfer	Agenda Expenditure	Balance
180-0000-334-70-00	Library Grants	TBD	\$0	\$0	\$0	\$31,100	\$31,100
180-9720-529.34-50	Contractual Services	TBD	\$0	\$0	\$27,500	\$27,500	\$0
180-9720-572.52-00	Parks and Recreation/Operating Supplies	TBD	\$0	\$0	\$6,000	\$3,600	\$0
001-8020-571-12-10	Salaries	TBD	\$142,196	\$0	\$0	\$31,870	\$110,326

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RESOLUTION NO. 82-2021 OF THE CITY OF LAKE WORTH BEACH, FLORIDA, APPROVING AND AUTHORIZING THE MAYOR TO EXECUTE THE LIBRARY SERVICES AND TECHNOLOGY ACT GRANT AGREEMENT 21-LSTA-B-06 IN THE AMOUNT OF \$31,100; PROVIDING FOR AN EFFECTIVE DATE; AND FOR OTHER PURPOSES.

WHEREAS, grant funding under the Library Services and Technology Act (“LSTA”) is provided to public libraries for the purpose of improving literacy rates for residents of the communities they serve; and

WHEREAS, grant funds are made available to eligible grantees under the LSTA program to supplement the operating budgets of eligible public libraries to develop literacy campaigns vital to increasing literacy rates among residents in the community; and

WHEREAS, the City has been awarded Fiscal Year 2021-2022 grant funding in the amount of \$31,100 for the development of the Literacy City Campaign to increase fundamental and cultural literacy in the City; and

WHEREAS, the City will provide an in-kind matching cost share in the amount of \$31,870 related to staff salaries that are associated with the grant; and

WHEREAS, the terms and conditions for the use of the grant award and matching cost share are set forth in the grant agreement 21-LSTA-B-06; and

WHEREAS, these grant funds will serve a valid public purpose.

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

SECTION 1: The City Commission of the City of Lake Worth Beach, Florida, hereby approves and authorizes the Mayor to execute the grant agreement 21-LSTA-B-06 for grant funding in the amount of \$31,100 to develop the Literacy City Campaign to increase fundamental and cultural literacy in the City.

SECTION 2: Upon execution of the resolution, one copy shall be forwarded to the Leisure Services Department Director. The fully executed original shall be maintained by the City Clerk as a public record of the City

SECTION 3: This resolution shall become effective upon adoption.

**LIBRARY SERVICES AND TECHNOLOGY ACT 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 "Subgrantee."

The Subgrantee has met all eligibility requirements and has been awarded a Library Services and Technology Act Grant (CFDA 45.310) by the Division: grant number **21-LSTA-B-06** for the project "**Literacy City**" in the amount of **\$31,100**. Federal funds are provided through the Library Services and Technology Act under Florida's long-range plan approved by the Institute of Museum and Library Services. State of Florida authority for this grant has been appropriated in the FY 2021-2022 General Appropriations Act on line 3095. The Division, as administrator of federal funds in accordance with Section 257.12, *Florida Statutes*, has the authority to administer this grant. 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 "Literacy City," the public purpose for which these funds were awarded:

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

The Lake Worth Beach Public Library will implement a campaign to increase foundational and cultural literacy among the residents of Lake Worth Beach, Florida, spearheaded by the Lake Worth Beach Public Library.

Literacy City is a project aimed at increasing literacy in Lake Worth Beach. It contains components to reach school-age children, young adults and adults in schools and neighborhoods. Some of the components include: a Literacy City curriculum unit, a "This is Literacy City" virtual program, a Literacy City board game, a Literacy City virtual walking tour, an "I live in Literacy City" video series, a Literacy City postcard set and a monthly literacy event hosted by the Library.

All tasks associated with this project, will be performed by September 30, 2022.

b) The Subgrantee agrees to provide the following **Deliverables** related to the Scope of Work for payments to be awarded.

#	Payment Type	Deliverable Description	Documentation	Payment Amount
1	Fixed Price	Lake Worth Beach Public Library will have created an outcome-based assessment tool that is appropriate for each impacted activity of the project (Instructional Program for General Public).	To document evidence of completion of the deliverables Lake Worth Beach Public Library will provide examples of the required outcome-based evaluation questions, along with written details of when and where the survey questionnaires will be used. (Cumulative survey results will be reported on the Final Report.)	\$7,775
2	Fixed Price	Lake Worth Beach Public Library will have: 1. Created and developed the literacy campaign program. 2. Contracted with Phase9 Design to design and produce Literacy City campaign materials.	To document evidence of completion of the deliverables Lake Worth Beach Public Library will provide: 1. Copy of the literacy campaign program developed. 2. Copy of the contract.	\$7,775
3	Fixed Price	Lake Worth Beach Public Library will have printed and produced the campaign materials.	To document evidence of completion of the deliverables Lake Worth Beach Public Library will provide invoice(s) for the printing and production of the campaign materials.	\$7,775
4	Fixed Price	Lake Worth Beach Public Library will have: 1. Installed literacy tutorials on the library's website. 2. Recorded two (2) "I live in Literacy City" videos.	To document evidence of completion of the deliverables Lake Worth Beach Public Library will provide: 1. Screen shot and link to tutorials on website. 2. Link to videos.	\$6,220
5	Fixed Price	Lake Worth Beach Public Library will have held three (3) literacy events.	To document evidence of completion of the deliverables Lake Worth Beach Public Library will provide a report that shows the date, topic and number of attendees at each event.	\$1,555
Totals				\$31,100

- c) The Subgrantee has provided an Estimated Project Budget (which is incorporated as part of this Agreement and titled Attachment A). All expenditures for this agreement shall be in accordance with this budget.

2. **Length of Agreement.** This Agreement shall begin on **August 6, 2021** and shall end **September 30, 2022** unless terminated in accordance with the provisions of Section 38 of this Agreement.
3. **Expenditure of Grant and Matching Funds.** The Subgrantee shall only obligate or expend grant or matching funds during the length of the agreement. No costs incurred after the ending date of the Agreement or other termination of the Agreement shall be allowed.
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:

David Beach, Library Program Specialist
Florida Department of State
R.A. Gray Building
Mail Station #9D
500 South Bronough Street
Tallahassee, Florida 32399-0250
Phone: 850.245.6630
Facsimile: 850.245.6643
Email: david.beach@dos.myflorida.com

For the Subgrantee:

Cindy Ansell, Librarian
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.** All grant payments are requested by submitting a Payment Request. Payment Requests and supporting documentation must be submitted on the DOS Grants System at dosgrants.com. The total grant award shall not exceed \$31,100 which shall be paid by the Division in consideration for the Subgrantee's minimum performance as set forth by the terms and conditions of this Agreement. The grant payment schedule is outlined below:
 - a) All payments will be made in the amounts identified with the Deliverables in Section 1 of this Agreement.
 - b) All payments will be made in accordance with the completion of those Deliverables.
6. **Electronic Payments.** The Subgrantee can choose to use electronic funds transfer (EFT) to receive grant payments. All Subgrantees 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-AI-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. If the Subgrantee has not previously submitted a copy of the Subgrantee's Florida Substitute Form W-9, a copy must be submitted with the executed Agreement.
8. **Changes to Project.** Should the Subgrantee wish to make changes to the outcomes, Scope of Work, equipment to be purchased, key personnel, expenditures or deliverables, the Subgrantee must request permission to revise the project. This is done by submitting a Change Request. Changes within a budget category that are more than ten percent (10%) of the award or that move funds from one budget category to another require submission of a Change Request. Approval must be obtained from the Division before the changes are implemented in the project. Approval will be granted for changes that are consistent with the intent of the approved application or prior Change Requests. Changes to the project must be requested using the Change Request in the DOS Grants System at dosgrants.com.
9. **Amendment to Contract.** Either party may request modification of the provisions of this Agreement by filing a Change Request with the Division. The Change Request must be submitted using the DOS Grants System at dosgrants.com. Changes that are agreed upon shall be valid only when amended in writing, signed by each of the parties and attached to the original of this Agreement. If changes are implemented without the Division's written approval, the organization is subject to noncompliance, the grant award is subject to partial or complete refund to the State of Florida and this agreement is subject to termination.
10. **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*:

Payments will be withheld if the Deliverables identified in Section 1 of this Agreement are not satisfactorily completed.
11. **Grant Reporting Requirements.** The Subgrantee must submit a Mid-Year Report on or by **January 31, 2022**. The Mid-Year report must be submitted using the DOS Grants System at dosgrants.com. At the completion of the project, the Subgrantee must submit a Final Report on or by **November 1, 2022**. The Final Report must be submitted using the DOS Grants System at dosgrants.com.
12. **Matching Funds.** If a project is awarded less than \$10,000 (\$0-\$9,999) in grant funds or is a statewide project administered by a local organization as part of a Division statewide program, no matching funds are required. All other projects must provide local matching funds that equal a minimum of one-third (1/3) of the amount of

federal grant funds awarded. Upon request, the Division will waive the financial matching requirements on grants for libraries located in counties or communities with rural status in compliance with Sections 288.0656 and 288.06561, *Florida Statutes*.

In addition, the following are not allowed as matching expenditures:

- Other federal grant funds.
- Volunteer time.

- 13. Grant Completion Deadline.** The grant completion deadline is **September 30, 2022**. The Grant Completion Deadline is the date by which all grant and matching funds have been expended in accordance with the work described in the Scope of Work as detailed in the Estimated Project Budget.
- 14. Acknowledgement of Grant Funding.** Both the Institute of Museum and Library Services (IMLS) and the Division require public acknowledgement of Library Services and Technology Act (LSTA) 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 an LSTA project must include an acknowledgment that LSTA funds were used to create them.

Use the following text:

“This project was funded under the provisions of the Library Services and Technology Act from the Institute of Museum and Library Services. Florida’s LSTA program is administered by the Department of State’s Division of Library and Information Services.”

Additionally, when the subgrantee issues statements, press releases, requests for proposals, bid solicitations and other documents describing the programs funded in whole or in part with federal money, all of the following must be clearly stated:

1. Percentage and dollar amount of the total costs of the program or project which will be financed with federal government money.
 2. Percentage and dollar amount of the total costs of the project or program financed with state government money.
 3. Percentage and dollar amount of the total costs of the project or program financed with local government money.
 4. Percentage and dollar amount of the total costs of the program or project financed with other non-governmental money.
- 15. Grant Expenditures.** The Subgrantee 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 and federal guidelines for allowable project costs. State guidelines for allowable costs are 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>. Federal guidelines for allowable costs can be found at gpo.gov/fdsys/pkg/CFR-2014-title2-voll/pdf/CFR-2014-title2-voll-part200-subpartE.pdf in 2 *CFR* Part 200, Subpart E – Cost Principles (as of September 2019),

incorporated by reference.

In addition, the following are not allowed as grant expenditures:

- a) Construction. Funds may not be used to build, remodel or expand library facilities. However, they may be used to retrofit a building to accommodate technologies (e.g., wiring).
 - b) Audits. If the Subgrantee's governing entity has received less than \$750,000 in federal funds, LSTA funds may not be used to cover audit costs.
 - c) Food. Although food may be served at a program being paid for with grant funds, the food may not be purchased with grant or matching funds.
 - d) Motor vehicles. Grant funds may not be used for the purchase or continuous lease of motor vehicles.
- 16. Travel Expenses.** The Subgrantee must pay any travel expenses, from grant or local matching funds, in accordance to the provisions of Section 112.061, *Florida Statutes*.
- 17. Equipment Purchased With Grant Funding.** Before the Subgrantee can purchase any equipment with a purchase price of more than \$5,000 (per item), the Division must request approval from the Institute of Museum and Library Services. The Subgrantee will be notified once the approval has been obtained.
- 18. Unobligated and Unearned Funds and Allowable Costs.** In accordance with Section 215.971, *Florida Statutes*, the Subgrantee shall refund to the State of Florida any balance of unobligated funds which has been advanced or paid to the Subgrantee. In addition, funds paid in excess of the amount to which the Subgrantee is entitled under the terms and conditions of the agreement must be refunded to the state agency. Further, the Subgrantee may expend funds only for allowable costs resulting from obligations incurred during the specified agreement period. Expenditures of state and federal financial assistance must be in compliance with the laws, rules and regulations applicable to expenditures of funds. For state funds, guidelines for allowable costs are outlined in the Department of Financial Services' Reference Guide for State Expenditures (as of January 2020) <https://www.myfloridacfo.com/division/aa/manuals/documents/ReferenceGuideforStateExpenditures.pdf>), incorporated by reference. For federal funds, guidelines for allowable costs can be found [gpo.gov/fdsys/pkg/CFR-2014-title2-vol1/pdf/CFR-2014-title2-vol1-part200-subpartE.pdf](https://www.gpo.gov/fdsys/pkg/CFR-2014-title2-vol1/pdf/CFR-2014-title2-vol1-part200-subpartE.pdf) in 2 *CFR* Part 200, Subpart E – Cost Principles (as of September 2019), incorporated by reference.
- 19. 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: David Beach, Library Program Specialist, 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, Subgrantee 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.
- 20. Single Audit Act.** Each Subgrantee, other than a Subgrantee that is a state agency, shall submit to an audit pursuant to the federal Single Audit Act, 2 Code of Federal Regulations Part 200, Subpart F – Audit Requirements ([gpo.gov/fdsys/pkg/CFR-2014-title2-vol1/pdf/CFR-2014-title2-vol1-part200.pdf](https://www.gpo.gov/fdsys/pkg/CFR-2014-title2-vol1/pdf/CFR-2014-title2-vol1-part200.pdf)) (as of

September 2019)), incorporated by reference. See Attachment B for additional information regarding this requirement. If a Subgrantee 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.

21. **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 through June 30, 2029. If any litigation or audit is initiated or claim made, the records shall be retained until June 30, 2029 or five fiscal years after the litigation, audit or claim has been completed and all issues arising from it have been resolved, whichever is later.
22. **Obligation to Provide State Access to Grant Records.** The Subgrantee 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.
23. **Obligation to Provide Public Access to Grant Records.** The Division reserves the right to unilaterally cancel this Agreement in the event that the Subgrantee refuses public access to all documents or other materials made or received by the Subgrantee that are subject to the provisions of Chapter 119, *Florida Statutes*, known as the *Florida Public Records Act*. The Subgrantee must immediately contact the Division's Contract Manager for assistance if it receives a public records request related to this Agreement.
24. **Noncompliance.** Any Subgrantee 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.
25. **Accounting Requirements.** The Subgrantee must maintain an accounting system that provides a complete record of the use of all project 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 project 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 Subgrantee'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 Subgrantee'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 Subgrantee's accounting records must have effective control over and accountability for all funds, property and other assets.
 - 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).
- 26. Availability of Grant Funds.** The State of Florida's performance and obligation to pay grant funds under any Agreement are contingent upon an annual appropriation by the Florida Legislature and upon an annual appropriation of the U.S. Congress. In the event that the state or federal 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 Subgrantee beyond those amounts already expended prior to the termination date. Such termination will not affect the responsibility of the Subgrantee under this Agreement as to those funds previously distributed. In the event of a state revenue shortfall, the total grant may be reduced accordingly.
- 27. Excluded or Disqualified.** The Subgrantee certifies that to the best of the Subgrantee's knowledge and belief the Subgrantee and its principals:
- a) Are not presently excluded or disqualified (debarment, suspension and other responsibility matters).
 - b) Have not been convicted within the preceding three years of any of the offenses listed in 45 *CFR* 1185.800(a), (gpo.gov/fdsys/pkg/CFR-2005-title45-vol3/pdf/CFR-2005-title45-vol3-part1185-subpartH.pdf (as of September 2019)) incorporated by reference, or had a civil judgment rendered against them for one of those offenses within that time period.
 - c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state or local) with commission of any of the offenses listed in 45 *CFR* 1185.800(a) (gpo.gov/fdsys/pkg/CFR-2005-title45-vol3/pdf/CFR-2005-title45-vol3-part1185-subpartH.pdf (as of September 2019)), incorporated by reference.
 - d) Have not had one or more public transactions (federal, state or local) terminated within the preceding three years for cause or default.
 - e) Will comply with 45 *CFR* Part 1185 Subpart C (Responsibilities of Participants Regarding Transactions) (gpo.gov/fdsys/pkg/CFR-2005-title45-vol3/pdf/CFR-2005-title45-vol3-part1185-subpartC.pdf (as of September 2019)), incorporated by reference, and will require similar compliance with Subpart C by persons at the next lower tier with whom the primary tier participant enters into covered transactions.
- 28. Drug-Free Workplace.** The Subgrantee will provide or continue to provide a drug-free workplace by complying with the requirements in 45 *CFR*, Subtitle A, Subchapter A, Part 76, Subpart F, Drug Free Workplace Requirements (Grants) (gpo.gov/fdsys/pkg/CFR-1999-title45-vol1/pdf/CFR-1999-title45-vol1-part76-subpartF.pdf (as of September 2019)), incorporated by reference.

This includes making a good faith effort, on a continuing basis, to maintain a drug-free workplace; publishing a drug-free workplace statement; establishing a drug-free awareness program for employees; taking actions concerning employees who are convicted of violating drug statutes in the workplace; and identifying (either with

this application, upon award, or in documents kept on file in the Subgrantee's office) all known workplaces under the award.

- 29. Lobbying.** The Subgrantee will not use any grant funds for lobbying the state legislature, the state judicial branch or any state agency. The Subgrantee will not use any grant funds for lobbying an officer or employee of any federal agency, Member of Congress, officer or employee of Congress, or an employee of a Member of Congress in connection with any of the following federal actions:
- a) The awarding of any federal contract.
 - b) The making of any federal grant.
 - c) The making of any federal loan.
 - d) The entering into of any cooperative agreement.
 - e) The extension, continuation, renewal, amendment or modification of any federal contract, grant, loan or cooperative agreement.
- 30. Delinquent in Repayment of Federal Debt.** The Subgrantee certifies that, to the best of the Subgrantee's knowledge and belief, the Subgrantee is not delinquent in the repayment of any federal debt.
- 31. Nondiscrimination.** As required by the Civil Rights Act of 1964, (eoc.gov/laws/statutes/titlevii.cfm (as of September 2019)) incorporated by reference, the Rehabilitation Act of 1973 (<https://uscode.house.gov/view.xhtml?req=granuleid:USC-prelim-title29-section701&num=0&edition=prelim> (as of June 2021)), incorporated by reference, the Education Amendments of 1972 (uscode.house.gov/view.xhtml?path=/prelim@title20/chapter38&edition=prelim (as of September 2019)), incorporated by reference, and the Age Discrimination in Employment Act of 1975, as implemented by 45 *CFR* Part 1180.44 (uscode.house.gov/view.xhtml?path=/prelim@title42/chapter76&edition=prelim (as of September 2019)), incorporated by reference, the Subgrantee certifies that the Subgrantee will comply with the following nondiscrimination statutes and their implementing regulations:
- a) Title VI of the Civil Rights Act of 1964, as amended (42 *USC* § 2000d et seq.) (<https://uscode.house.gov/view.xhtml?req=granuleid:USC-prelim-title42-chapter21-subchapter5&saved=|KHRpdGxlOjQyIHNIY3Rpb246MjAwMGQtNyBIZGl0aW9uOnByZWxpbSk=|||0|false|prelim&edition=prelim> (as of June 2021)) incorporated by reference, which provides that no person in the United States shall, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or otherwise be subject to discrimination under any program or activity receiving federal financial assistance;
 - b) Section 504 of the Rehabilitation Act of 1973, as amended (29 *USC* § 701 et seq.) (uscode.house.gov/view.xhtml?path=/prelim@title29/chapter16/&edition=prelim (as of September 2019)), incorporated by reference, which prohibits discrimination on the basis of disability in federally-assisted programs;
 - c) Title IX of the Education Amendments of 1972, as amended (20 *USC* §§ 1681-83, 1685-86), (uscode.house.gov/view.xhtml?path=/prelim@title20/chapter38&edition=prelim (as of September 2019))

incorporated by reference, which prohibits discrimination on the basis of sex in education programs and activities receiving federal financial assistance; and

- d) The Age Discrimination in Employment Act of 1975, as amended (42 *USC* § 6101 et seq.), ([uscode.house.gov/view.xhtml?path=/prelim@title42/chapter76&edition=prelim](https://www.uscode.house.gov/view.xhtml?path=/prelim@title42/chapter76&edition=prelim) (as of September 2019)) incorporated by reference, which prohibits discrimination on the basis of age in federally-assisted programs.

The Subgrantee shall insert a list of similar provisions in all subcontracts for services required by this agreement.

32. Copyright and License. When publications, films or similar materials are developed, directly or indirectly, from a program, project or activity supported with grant funds, Subgrantee (and any of its subcontractors, if applicable) shall grant the Department of State an irrevocable, royalty-free, non-transferable, non-exclusive right and license to reproduce or otherwise use, to make derivative works from, and to display and distribute any copyrighted material developed under this Agreement for any state governmental purpose. The Subgrantee also grants the federal awarding agency a royalty-free, nonexclusive and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use, for federal government purposes:

- a) The copyright in any work developed under a grant, subgrant or contract under a grant or subgrant.
- b) Any rights of copyright to which the grantee, subgrantee or a contractor purchases ownership with grant support.

The Subgrantee shall include the foregoing paragraph in all of its subcontracts.

33. Independent Contractor Status of Subgrantee. The Subgrantee, 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 Subgrantee 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.

34. Subgrantee's Subcontractors. The Subgrantee shall be responsible for all work performed and all expenses incurred in connection with this Agreement. The Subgrantee 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 Subgrantee's subcontract(s), and the Subgrantee shall be solely liable to its subcontractor(s) for all expenses and liabilities incurred under its subcontract(s). The Subgrantee 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.

35. Liability. The Division will not assume any liability for the acts, omissions to act or negligence of the Subgrantee, its agents, servants or employees; nor may the Subgrantee exclude liability for its own acts, omissions to act or negligence to the Division.

- a) The Subgrantee 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 Subgrantee, its agents,

servants, employees and subcontractors. The Subgrantee 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 Subgrantee 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 Subgrantee shall be responsible for all work performed and all expenses incurred in connection with the project. The Subgrantee 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 Subgrantee that the Department shall not be liable to the subcontractor for any expenses or liabilities incurred under the subcontract and that the Subgrantee shall be solely liable to the subcontractor for all expenses and liabilities incurred under the subcontract.

- 36. Strict Compliance with Laws.** The Subgrantee 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 24, Noncompliance.
- 37. 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 Subgrantee improperly expends and manages grant funds; fails to prepare, preserve or surrender records required by this Agreement; or otherwise violates this Agreement.
- 38. Termination of Agreement.** The Division will terminate or end this Agreement if the Subgrantee fails to fulfill its obligations herein. In such event, the Division will provide the Subgrantee a notice of its violation by letter and shall give the Subgrantee 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 Subgrantee'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 Subgrantee 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.
- 39. 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.
- 40. Non-Assignment of Agreement.** The Subgrantee 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 Subgrantee's obligations, the Subgrantee 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.

- 41. Required Procurement Procedures for Obtaining Goods and Services.** The Subgrantee 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 Subgrantee 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 Subgrantee'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.
- 42. Conflicts of Interest.** The Subgrantee 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 Subgrantee 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.
- 43. Binding of Successors.** This Agreement shall bind the successors, assigns and legal representatives of the Subgrantee and of any legal entity that succeeds to the obligations of the Division of Library and Information Services.
- 44. Employment of Unauthorized Aliens.** The employment of unauthorized aliens by the Subgrantee is considered a violation of Section 274A (a) of the Immigration and Nationality Act (8 USC 1324(a)) (as of September 2019), incorporated by reference. If the Subgrantee knowingly employs unauthorized aliens, such violation shall be cause for unilateral cancellation of this Agreement.
- 45. 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.

- 46. Americans with Disabilities Act.** All programs and facilities related to this Agreement must meet the standards of Sections 553.501 through 553.513, *Florida Statutes* and the *Americans with Disabilities Act of 1990* (ada.gov (as of September 2019)), incorporated by reference.
- 47. 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.
- 48. Entire Agreement.** The entire Agreement of the parties consists of the following documents:
- a) This Agreement.
 - b) Estimated Project Budget (Attachment A).
 - c) Florida Single Audit Act Requirements (Attachment B).

In acknowledgment of Project Number 21-LSTA-B-06, provided for from funds appropriated in the FY 2021-2022 General Appropriation Act in the amount of \$31,100, the Subgrantee hereby certifies that they have read this entire Agreement and will comply with all of its requirements.

Subgrantee:

Department of State

By: _____

Authorized Official for the Subgrantee

By: _____

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

Typed name and title

Date

Date

Witness

Witness

Date

Date

ATTACHMENT A
Estimated Project Budget

Description	Grant Funds	Cash Match	In Kind Match
Salaries & Benefits			
Library Manager	\$0	\$16,875	\$0
Librarian	\$0	\$5,495	\$0
Information Officer	\$0	\$4,750	\$0
Webmaster	\$0	\$4,750	\$0
<i>Subtotals</i>	<i>\$0</i>	<i>\$31,870</i>	<i>\$0</i>
Contractual Services			
Phase9 design	\$10,000	\$0	\$0
Phase9 printing and production	\$17,500	\$0	\$0
<i>Subtotals</i>	<i>\$27,500</i>	<i>\$0</i>	<i>\$0</i>
Library Materials			
Literacy software, Paper literacy workbooks, LWB history items	\$3,000	\$0	\$0
<i>Subtotals</i>	<i>\$3,000</i>	<i>\$0</i>	<i>\$0</i>
Supplies			
paper and toner and misc. office supplies	\$600	\$0	\$0
<i>Subtotals</i>	<i>\$600</i>	<i>\$0</i>	<i>\$0</i>
Totals	\$31,100	\$31,870	\$0

ATTACHMENT B
FLORIDA SINGLE AUDIT ACT REQUIREMENTS

AUDIT REQUIREMENTS

The administration of resources awarded by the Department of State to the Subgrantee 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 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

1. 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.
2. 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 through June 30, 2029, 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:

Florida Department of State, Library Services and Technology Act Grant
CFDA Number 45.310
Award amount: \$31,100

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

Code of Federal Regulations, Title 2 Grants and Agreements, Revised January 1, 2014
(2 CFR 2)

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

MATCHING RESOURCES FOR FEDERAL PROGRAMS:

If a project requests less than \$10,000 (\$0-\$9,999) in grant funds, no matching funds are required. All other projects must provide local matching funds that equal a minimum of one-third (1/3) of the amount of federal funds requested or awarded. A library in a county or community with rural status may request a waiver of the match requirements at the time of the grant application in compliance with Section 288.06561, Florida Statutes. Statewide projects coordinated by the Division may have the matching requirement waived.

Local matching funds may be in-kind or cash contributions. Expenditure of funds by partners on project-related activities may be used as match. The expenditures must be documented and reported. Local matching funds may not be used on more than one project. Matching funds must be related specifically to the project. Matching fund expenditures may only be made during the project period. Funds expended before or after the project period may not be used as match.

The following may not be used as match for grants: Other federal grant funds, volunteer time.

SUBJECT TO SECTION 215.97, *FLORIDA STATUTES*:

Not applicable

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

Not applicable

LSTA Grant Agreement (Form DLIS/LSTA01)
Chapter 1B-2.011(2)(d), *Florida Administrative Code*, effective 03-2020

EXECUTIVE BRIEF REGULAR MEETING

AGENDA DATE: November 16, 2021

DEPARTMENT: Internal Audit

TITLE:

Accept and Approve the Parking Revenue Audit Report

SUMMARY:

In accordance with the Internal Audit Department's 2021 Annual Audit Plan, an audit of the Finance Department and Leisure Services Department's Parking Revenue Collection and Recognition Process has been completed. During the month of September 2021, the City's Internal Auditor distributed and reviewed the report with each member of the City Commission. The report was previously reviewed by the client department and the Interim City Manager. A follow-up audit will be conducted to ensure audit recommendations are implemented.

BACKGROUND AND JUSTIFICATION:

N/A

MOTION:

Move to accept and approve the Parking Revenue Audit Report.

ATTACHMENT(S):

Fiscal Impact Analysis – N/A

EXECUTIVE BRIEF REGULAR MEETING

AGENDA DATE: November 16, 2021

DEPARTMENT: Community Sustainability

TITLE:

Ordinance No. 2021-13 and Ordinance No. 2021-14 – Second Reading – amending the Future Land Use Map (FLUM) amendment (Ordinance 2021-13) and the Zoning Map (Ordinance 2021-14) on behalf of the PBC School District as follows: (1) a FLUM amendment from the Single Family Residential (SFR) FLU to the Public (P) FLU; and (2) a rezoning from the Single-Family Residential (SF-R) zoning district to the Public (P) zoning district on properties located at 1509 Barton Road, 1511 Barton Road, 1515 Barton Road, and 1421 Barton Road

SUMMARY:

The proposed City-initiated FLUM amendment would amend the FLU designation for approximately 3.71 acres (4 subject properties) from the Single Family Residential (SFR) FLU to the Public (P) FLU. The proposed concurrent rezoning request would amend the zoning district on the subject properties from the Single-Family Residential (SF-R) district to the Public (P) district. The proposed map amendments would recognize the existing educational uses and to provide for greater flexibility with regards to future educational use of the site.

The proposed FLUM amendment is eligible for processing as a small-scale future land use map amendment per F.S. 163.3187. If adopted, the proposed amendment would be transmitted to the Florida Department of Economic Opportunity (DEO) upon adoption and become effective 31 days after adoption if not challenged within 30 days.

BACKGROUND AND JUSTIFICATION:

The proposed FLUM and Zoning Map amendments are for property owned by the School District of Palm Beach County that were previously used as an alternative school from 2006 until 2020 called the South Intensive Transition School. The site is proposed to be used as the headquarters for the Education Foundation as well as provide a training facility and a Red Apple supply site that furnishes teachers with needed educational materials. Uses at the site would include educational training, office, and the storage of educational materials.

The staff report was prepared in accordance with the requirements of Chapter 163 of the Florida Statutes, and provides the required, relevant and appropriate data based the City's community goals and vision and consistency with level of service requirements. The amendment is supported by and is consistent with the City's Comprehensive Plan, the Land Development Regulations, and Strategic Plan as described in the data and analysis contained in the attached advisory board staff report.

The Planning & Zoning Board (PZB) unanimously voted to recommend approval of the proposed future land use map amendment and zoning map amendment to the City Commission at their September 1, 2021 meeting.

The City Commission unanimously voted to approve the proposed future land use map amendment and zoning map amendment on first reading at their October 19, 2021 meeting.

MOTION:

Move to approve/disapprove Ordinance 2021-13 and Ordinance 2021-14 on second reading.

ATTACHMENT(S):

Ordinance 2021-13

Ordinance 2021-14

Combined PZB Staff Report FLU & Rezoning

ORDINANCE NO. 2021-13 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 SINGLE FAMILY RESIDENTIAL (SFR) TO THE PUBLIC (P) FLU DESIGNATION ON PROPERTIES GENERALLY LOCATED AT THE NORTHWEST CORNER OF BARTON ROAD AND 16TH AVE SOUTH AT 1509 BARTON ROAD, 1511 BARTON ROAD, 1515 BARTON ROAD, AND 1421 BARTON ROAD AND MORE FULLY DESCRIBED IN EXHIBIT A; PROVIDING THAT CONFLICTING ORDINANCES ARE REPEALED; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE

WHEREAS, the Florida Local Government Comprehensive Planning and Land Development Regulation Act, section 163.3220, *et seq.*, Florida Statutes, requires each municipality to adopt a comprehensive plan, including a future land use map and authorizes amendments to an adopted comprehensive plan; and

WHEREAS, this is a City-initiated request for the four (4) properties on behalf of the Palm Beach County School District described in Exhibit A (the "Property") attached hereto and incorporated herein, for a small-scale map amendment to change the future land use designation of the property; and

WHEREAS, City staff has prepared and reviewed an amendment to the Future Land Use Map of the City's Comprehensive Plan to change the land use designations of the property described below from a City of Lake Worth Beach future land use designation of Single Family Residential (SFR) to a City future land use designation of Public (P); and

WHEREAS, on September 1, 2021, the City Planning and Zoning Board, sitting as the duly constituted Local Planning Agency for the City, recommended approval of the Future Land Use Map Amendment to the Comprehensive Plan of the City; and

WHEREAS, the amendment qualifies and meets the criteria to be reviewed and approved as a small scale map amendment in accordance with section 163.3187, Florida Statutes; and

WHEREAS, the City Commission acknowledges that this Future Land Use Map Amendment is subject to the provisions of Section 163.3187, and 163.3189, Florida Statutes, and that the City shall maintain compliance with all provisions thereof; and

WHEREAS, the City has received public input and participation through hearings before the Local Planning Agency and the City Commission in accordance with Section 163.3181, Florida Statutes; and

WHEREAS, the City Commission has determined that the adoption of this Ordinance is in the best interest of the citizens and residents of the City of Lake Worth Beach.

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

Section 1. The foregoing recitals are hereby affirmed and ratified.

Section 2. The property of land more particularly described in **Exhibit A** is hereby designated Public (P) on the City's Future Land Use Map in **Exhibit B**.

Section 3. All ordinances or parts of ordinances in conflict herewith are hereby repealed.

Section 4. If any provision of this ordinance, or the application thereof to any person or circumstance is held invalid, the invalidity shall not affect other provisions or applications of the ordinance which can be given effect without the invalid provision or application, and to this end the provisions of this ordinance are declared severable,

Section 5. The effective date of this small scale map amendment shall be thirty-one (31) days after the Department of Economic Opportunity notifies the City that the plan amendment package is complete. If timely challenged, this amendment does not become effective until the Department of Economic Opportunity or the Administration Commission enters a final order determining the adopted amendment to be in compliance..

The passage of this ordinance on first reading was moved by Vice Mayor Robinson, seconded by Commissioner Malega, and upon being put to a vote, the vote was as follows:

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

The Mayor thereupon declared this ordinance duly passed on first reading on the 19th of October, 2021.

The passage of this ordinance on second reading was moved by Commissioner _____, seconded by Commissioner _____, as amended 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 ordinance duly passed on the ___ day
of _____, 2021.

LAKE WORTH BEACH CITY COMMISSION

By: _____
Betty Resch, Mayor

ATTEST:

Melissa Ann Coyne, City Clerk

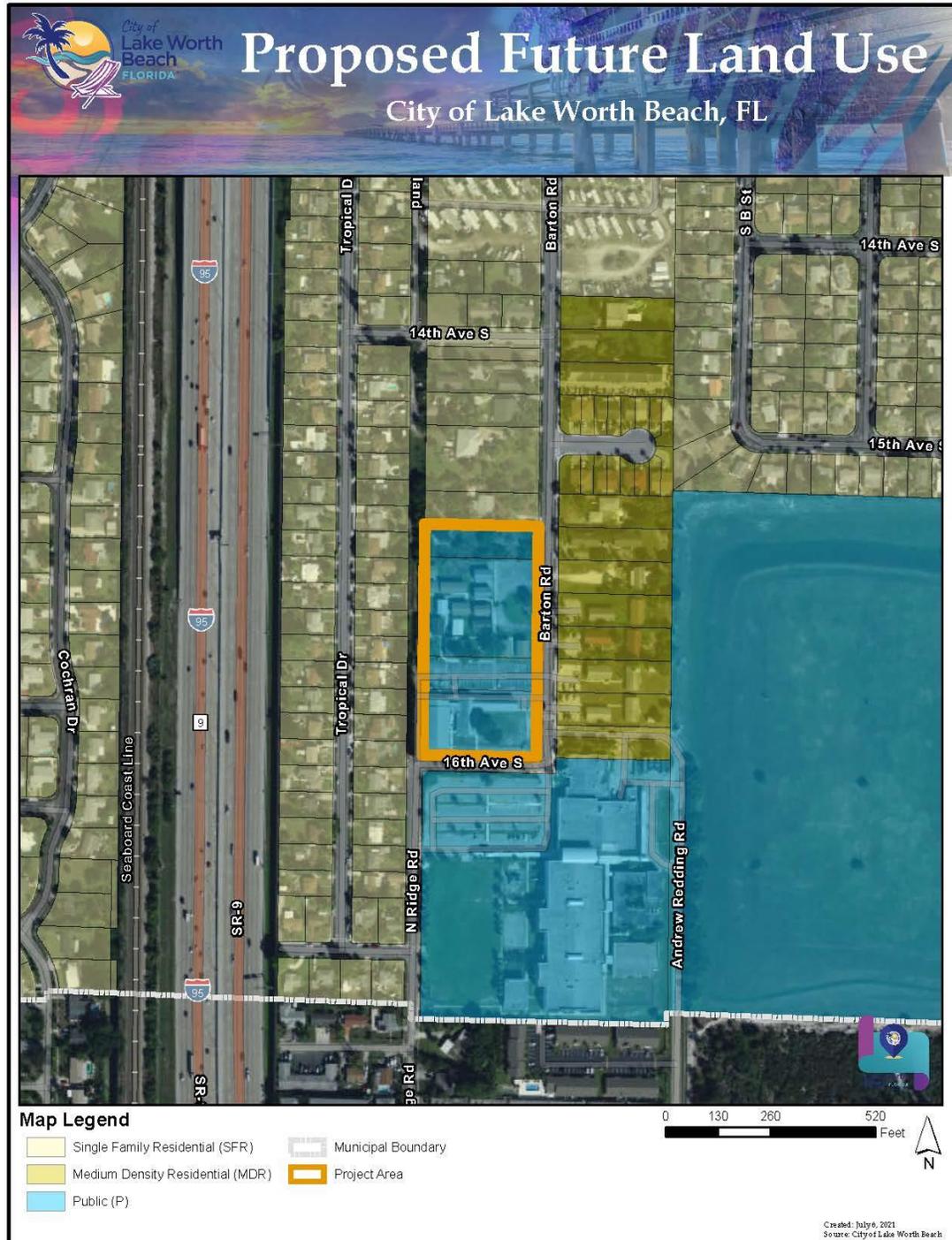
Exhibit A Property Location

The subject four (4) parcels are generally located at the northwest corner of Barton Road and 16th Avenue South (1509 Barton Road, 1511 Barton Road, 1515 Barton Road, AND 1421 Barton Road) as depicted in the map below and include the following property control numbers: 38-43-44-33-13-010-0020, 38-43-44-33-13-010-0030, 38-43-44-33-13-011-0020, and 38-43-44-33-13-011-0040



Exhibit B

Future Land Use Map (FLUM) Amendment From: Single Family Residential (SFR) To: Public (P) Future Land Use Designation



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ORDINANCE NO. 2021-14 OF THE CITY OF LAKE WORTH BEACH, FLORIDA, AMENDING THE CITY’S OFFICIAL ZONING MAP FROM THE ZONING DISTRICT OF SINGLE FAMILY – RESIDENTIAL (SF-R) TO PUBLIC (P) ON PROPERTIES GENERALLY LOCATED AT THE NORTHWEST CORNER OF BARTON ROAD AND 16TH AVE SOUTH AT 1509 BARTON ROAD, 1511 BARTON ROAD, 1515 BARTON ROAD, AND 1421 BARTON ROAD, AND AS MORE PARTICULARLY DESCRIBED IN EXHIBIT A; AND PROVIDED FOR SEVERABILITY, CONFLICTS AND AN EFFECTIVE DATE

WHEREAS, the City Commission of the City of Lake Worth Beach, Florida, pursuant to the authority granted in Chapters 163 and 166, Florida Statutes, and the Land Development Regulations, as adopted by the City of Lake Worth Beach, is authorized and empowered to consider amending the City’s Official Zoning Map; and

WHEREAS, this is a City-initiated request for a zoning map amendment to change the zoning district of the properties as more particularly described in Exhibit A attached hereto and incorporated herein by reference (the “Property”); and

WHEREAS, City staff has prepared and reviewed an amendment to the City’s Official Zoning Map to change the zoning district of the properties described below from Single Family – Residential (SF-R) to Public (P), pursuant to the City of Lake Worth Beach Land Development Regulations and Comprehensive Plan; and

WHEREAS, on September 1, 2020, the City Planning and Zoning Board, sitting as the duly constituted Local Planning Agency for the City, considered a concurrent future land use map (FLUM) amendment to the P future land use;

WHEREAS, on September 1, 2020, the City Planning and Zoning Board, sitting as the duly constituted Local Planning Agency for the City, recommended approval of the subject zoning map amendment to the City’s Official Zoning Map; and

WHEREAS, the City has received public input and participation through hearings before the Local Planning Agency and the City Commission in accordance with Section 163.3181, Florida Statutes; and

WHEREAS, the City Commission has considered all of the testimony and evidence and has determined that rezoning meets the rezoning review criteria of the Land Development Regulations, Section 23.2-36 and is consistent with the City’s Comprehensive Plan and Strategic Plan.

WHEREAS, the City Commission has considered all of the testimony and evidence and has determined that the adoption of this ordinance is in the best interest of the citizens and residents of the City of Lake Worth Beach.

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

50
51 Section 1. The foregoing recitals are hereby affirmed and ratified.

52
53 Section 2. The parcel of land more particularly described in **Exhibit A** is hereby
54 designated Public (P) on the City’s Official Zoning Map.

55
56 Section 3. The City’s zoning maps shall be updated to reflect the changes to the
57 property described in **Exhibit B**.

58
59 Section 4. Repeal of Laws in Conflict. All ordinances or parts of ordinances in conflict
60 herewith are hereby repealed to the extent of such conflict.

61
62 Section 5. Severability. If any provision of this ordinance or the application thereof is
63 held invalid by a court of competent jurisdiction, the invalidity shall not affect other
64 provisions of the ordinance which can be given effect without the invalid provision or
65 application, and to this end the provisions of this ordinance are declared severable.

66
67 Section 6. Effective Date. This ordinance shall become effective upon the same day
68 as the concurrent Future Land Use Map amendment (Ordinance 2021-13). Per Florida
69 Statute 163.3187. The Future Land Use Map amendment (Ordinance 2021-13) shall be
70 effective 31 days after adoption provided there is no challenge.

71
72 The passage of this ordinance on first reading was moved by Commissioner
73 Malega, seconded by Vice Mayor Robinson and upon being put to a vote, the vote was
74 as follows:

75		
76	Mayor Betty Resch	AYE
77	Vice Mayor Herman Robinson	AYE
78	Commissioner Sarah Malega	AYE
79	Commissioner Christopher McVoy	AYE
80	Commissioner Kimberly Stokes	AYE

81
82 The Mayor thereupon declared this ordinance duly passed on first reading on the
83 9th day of October, 2021.

84
85 The passage of this ordinance on second reading was moved by
86 _____, seconded by _____, and upon being put to a vote,
87 the vote was as follows:

88		
89	Mayor Betty Resch	
90	Vice Mayor Herman Robinson	
91	Commissioner Sarah Malega	
92	Commissioner Christopher McVoy	
93	Commissioner Kimberly Stokes	

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The Mayor thereupon declared this ordinance duly passed on the _____ day
of _____, 2021.

LAKE WORTH BEACH CITY COMMISSION

By: _____
Betty Resch, Mayor

ATTEST:

Melissa Ann Coyne, City Clerk

110

Exhibit A

111

Property Location

112 Property Location: The subject four (4) parcels are generally located at the northwest
113 corner of Barton Road and 16th Avenue South as depicted in the map below and include
114 the following property control numbers: 38-43-44-33-13-010-0020, 38-43-44-33-13-010-
115 0030, 38-43-44-33-13-011-0020, and 38-43-44-33-13-011-0040.



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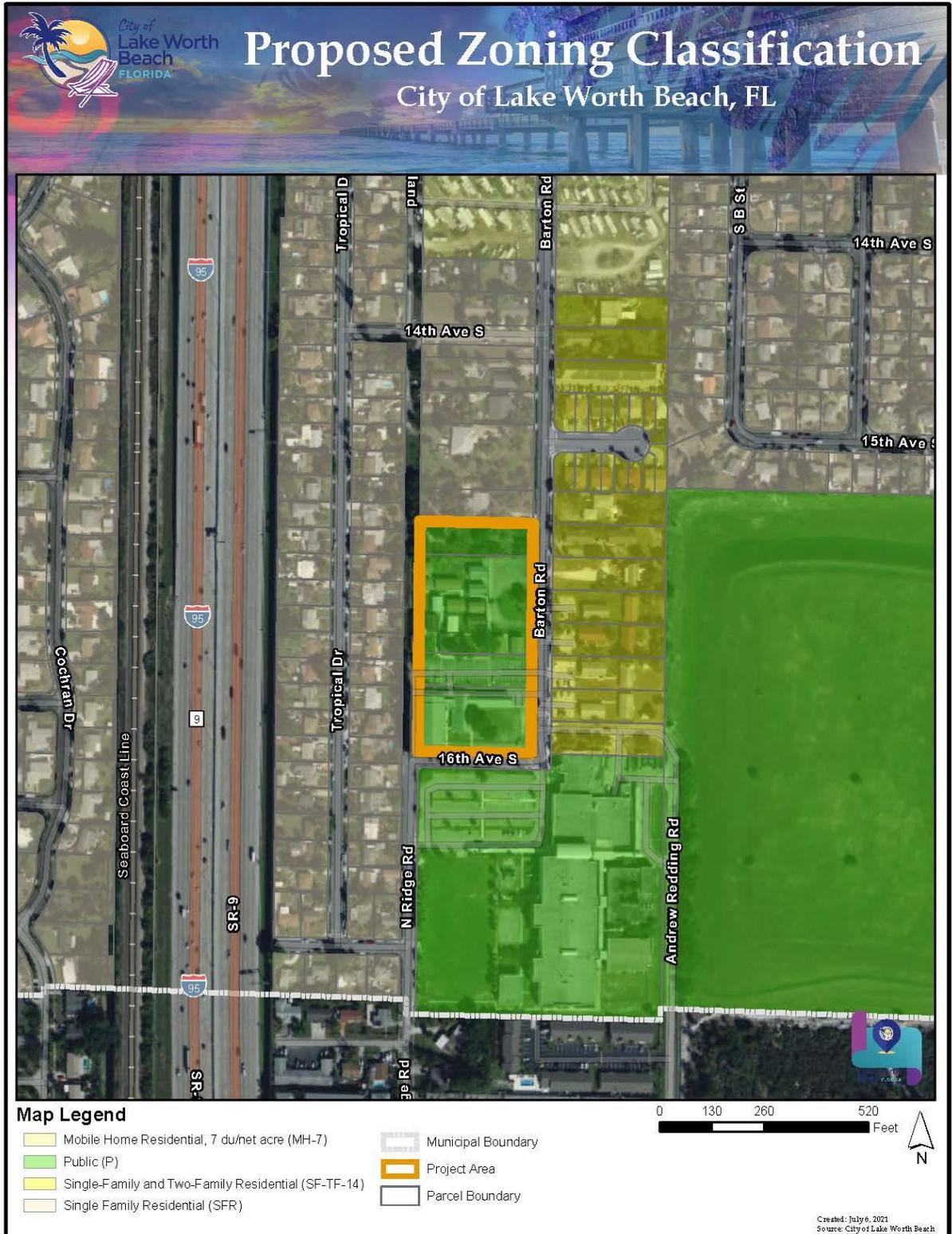
Exhibit B

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Amended Zoning District

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Single Family Residential (SF-R) to Public (P) Zoning District



PLANNING AND ZONING BOARD REPORT

PZB/HRPB 21-00300001 & 21-01300001: City-initiated small-scale Future Land Use Map (FLUM) amendment and Zoning Map amendment (rezoning) on behalf of the PBC School District requesting:

- a FLUM amendment from the Single Family Residential (SFR) FLU to the Public (P) FLU, and
- a rezoning from the Single-Family Residential (SF-R) zoning district to the Public (P) zoning district on properties located at 1509 Barton Road, 1511 Barton Road, 1515 Barton Road, and 1421 Barton Road.

Transmittal Date: August 25, 2021

Meeting Date: September 1, 2021

Property Owner: School Board of Palm Beach County

Address: 1421 Barton Road, 1515 Barton Road, 1511 Barton Road, & 1509 Barton Road

PCN: 38-43-44-33-13-010-0020, 38-43-44-33-13-010-0030, 38-43-44-33-13-011-0020, and 38-43-44-33-13-011-0040

Size: 3.71 acres

General Location Northwest corner of Barton Road and 16th Ave South (aka Barton Rd), west of Tropical Drive, south of 14th Ave South, north of Barton Elementary School

Existing Land Use: Public School and Educational Uses

Current Future Land Use Designation: Single Family Residential (SFR)

Proposed Future Land Use Designation: Public (P)

Current Zoning District: Single Family Residential (SF-R)

Proposed Concurrent Zoning District: Public (P)



RECOMMENDATION

The data and analysis in support of the proposed FLUM amendment was prepared in accordance with F.S. 163.3177. The proposed FLUM amendment is consistent with the purpose, intent, and requirements of the Comprehensive Plan, including the level of service requirements and the Strategic Plan. Therefore, staff recommends that the Planning and Zoning Board recommend to the City Commission to adopt the proposed small scale FLUM amendment (**PZB/HRPB 21-00300001**).

The proposed rezoning is consistent with the Comprehensive Plan, Strategic Plan, and the guidelines and standards found in the City of Lake Worth Beach Land Development Regulations (LDRs). Therefore, staff recommends that the Planning and Zoning Board recommend to the City Commission to approve the proposed rezoning request (**PZB/HRPB 21-01300001**).

PROJECT DESCRIPTION

The proposed City-initiated FLUM amendment would amend the FLU designation for approximately 3.71 acres (4 subject properties) from the Single Family Residential (SFR) FLU to the Public (P) FLU. The proposed concurrent rezoning request would amend the zoning district on the subject properties from the Single-Family Residential (SF-R) district to the Public (P) district. The proposed map amendments would recognize the existing educational uses and to provide for greater flexibility with regards to future educational use of the site. Furthermore, the amendments are supported by and are consistent with the Comprehensive Plan and City Strategic Plan as described in the respective Comprehensive Plan and Strategic Plan Analysis sections of this report for each request.

The data and analysis section of this staff report for the FLUM amendment was prepared in accordance with the requirements of F.S. 163.3177 and provides relevant and appropriate data based the City's community goals and vision and consistency with level of service requirements. The proposed FLUM amendment is eligible for processing as a small-scale future land use map amendment per F.S.163.3187. If adopted, the proposed amendment would be sent to the Florida Department of Economic Opportunity (DEO) upon adoption and become effective 31 days after adoption if not challenged within the 30 days.

The data and analysis section of this staff report for the concurrent Zoning Map amendment analyzes the proposed request for consistency with the City's Comprehensive Plan, Strategic Plan, and LDR Section 23.2-36(4): Review Criteria for the Rezoning of Land.

COMMUNITY OUTREACH

Staff has not received letters of support or opposition for this application.

BACKGROUND

The proposed FLUM and Zoning Map amendments include four (4) parcels owned by the School District of Palm Beach County that were used as a school, and are proposed to be used for educational training, office and storage of educational materials. Three of the subject parcels were acquired by the School District of Palm Beach County in 1996, with the northernmost parcel (38-43-44-33-13-010-0020) purchased in 2005. Most of the site was used for the South Intensive Transition School from 2006 until 2020. The alternative school served students in grades 6 through 12 with focused educational programs to help foster academic success. The school has since moved to a new location in Boynton Beach.

The subject properties will be utilized as the headquarters for the Education Foundation as well as provide a training facility and a Red Apple supply site that furnishes teachers with needed educational materials. The following describes the Foundation in more detail and is from the Education Foundation website:

"Established in 1984 by Palm Beach County business leaders, the Education Foundation serves as the philanthropic support organization for K-12 public education and partners closely with the School District of Palm Beach County and the greater business and charitable community to fund programs that close achievement gaps in learning and that create positive, measurable change for students. This is accomplished by using the funding to provide innovative classroom grants as well as providing quality professional development to foster excellence in teaching.

Through a unique matching grant program, the Education Foundation works with corporate and private investors to fund innovative projects and curriculum that improve literacy and grade-level performance, increase graduation rates, support STEM and career academies and target support to low-performing students and schools.

Children succeed in school when they have all the tools, resources and support they need in order to achieve. That is why the Red Apple Supplies (RAS) program was created as a free school supply store that serves the highest-needs Title I Schools throughout Palm Beach County. RAS is the signature program of the Education Foundation. Since opening the doors to RAS only 3 years ago (in 2016), over \$1 million in free school supplies have been provided to teachers and students throughout Palm Beach County."

FUTURE LAND USE MAP (FLUM) AMENDMENT ANALYSIS

The proposed Public (P) FLU for the subject properties is compatible with the residential and Public FLU designations of surrounding properties. The following outlines the FLU designations for the adjacent areas:

- Future Land Use Map amendment for approximately 3.71 acres (4 properties) from Single Family Residential (SFR) to Public (P)

Subject Property FLU	Adjacent Direction	Adjacent Future Land Use	Existing Use
Single Family Residential	North	Single Family Residential	Single Family
Single Family Residential	South	Public	Barton Elementary School
Single Family Residential	East	Medium Residential	Multifamily
Single Family Residential	West	Single Family Residential	Single Family

The Public FLU designation allows for areas specifically used for public schools and, in conjunction with the implementing Public zoning district, provides for various related office and institutional uses. The amendment provides the site to be used as headquarters for the Education Foundation as well as provide training facilities and a Red Apple supply site that furnishes teachers with needed educational materials. Use of this site as described will help the City of Lake Worth Beach

achieve educational and employment goals enumerated in its Strategic Plan and is consistent with the Comprehensive Plan.

Consistency with the Comprehensive Plan

The proposed FLUM amendments are consistent and in support of the following associated Objectives and Policies of the City of Lake Worth Beach's Comprehensive Plan. The underlined text emphasizes key concepts, strategies and objectives within these objectives and policies that are furthered by the subject amendments.

1. FUTURE LAND USE ELEMENT

Objective 1.2.2: The City shall facilitate a compact, sustainable urban development pattern that provides opportunities to more efficiently use and develop infrastructure, land and other resources and services, and to reduce dependence on the automobile. This can be accomplished by concentrating more intensive growth within the City's mixed use, high density residential and transit oriented development (TOD) areas.

Policy 1.1.2.13: Locational Criteria for the Public and Public Recreation and Open Designations

The Public and Public Recreation and Open Space land use designations are mapped on sites where such uses already exist. The mapping of these uses on these sites indicates that no alternative use of these sites should be established without a properly considered and enacted Future Land Use Map amendment. Public school sites have been delineated in areas proximate to residential land. Lands contiguous to school sites which are owned by the School Board, and proposed for school expansion are intended to be included in this category. The City retains the right to impose reasonable site planning standards when existing schools are proposed for expansion or new school sites are developed. Schools are allowed in all zoning districts except Industrial.

Objective 1.3.4: To coordinate future land uses with availability of facilities and services.

2. EDUCATION ELEMENT

Goal 10.1: Advocate for the educational needs of the citizens of Lake Worth by fostering and further developing relationships between the City, Non-Profit partners, Colleges and Universities, Government Entities and the School District of Palm Beach County (the District).

OBJECTIVE 10.1.4: The City shall work to promote an approach to education that is coordinated with ancillary facilities such as: parks, libraries, recreational facilities, and Non-profit agencies.

Policy 10.1.4.2: The City shall encourage the location and development of facilities such as university campuses, testing centers, private educational facilities, satellite educational programs, magnet facilities, teaching universities, and technical centers that will enhance the educational opportunities in Lake Worth for children and adults alike. These public and private facilities shall be located in areas that meet the location criteria and site development conditions adopted in the Land Development Regulations.

3. HOUSING AND NEIGHBORHOODS ELEMENT

Policy 3.3.1.7: Strengthen the positive attributes and distinctive character of each neighborhood to help sustain Lake Worth as a healthy, vital City.

- Strengthen the sense of place in each neighborhood with adequate and well-designed, public facilities such as libraries, schools, recreation centers, fire stations and streetscapes.
- Continue to support public art and historic preservation as a focus for neighborhood identity and pride.
- Recognize that every neighborhood has assets that identify that neighborhood and contribute to the well-being of the people who live there. Understand what those are and look for opportunities to enhance them and leverage them for neighborhood improvement. Assets include trees, large yards, schools, people and independent businesses.
- The physical layout of a neighborhood should encourage walking, bicycling and transit use, be safe, family friendly, usable by people of all ages, encourage interaction between people and be a sense of pride.
- Recognize that there are different development patterns. They have been defined generally as: urban, traditional, suburban, contemporary and rural. Each has sustainability standards that must be used.
- Accommodate the City's existing and future housing needs through maintenance of existing residential neighborhoods and the creation of new residential neighborhoods.
- Relate new buildings to the context of the neighborhood and community.
- Where a fine-grained development pattern exists, build within the existing street, block, and lot configuration of the neighborhood.

4. ECONOMIC DEVELOPMENT ELEMENT

Policy 11.1.7.1: The City shall encourage education and training institutions to provide education and research programs that meet the needs of targeted cluster industries, and encourage supplemental education to support existing businesses and programs to stimulate new business development.

Consistency with the Strategic Plan

The proposed amendments further the City's Strategic Plan that is committed to building a vibrant and diverse economy, planning thoughtfully for the future, and support the Strategic Pillars of Positioning Lake Worth Beach to be a competitive viable location of choice, Strengthening Lake Worth Beach as a "Community of Neighborhoods", and Navigating towards a sustainable community.

Specifically, the proposed amendments are consistent with the following Strategic Plan Pillars:

Pillar I: Positioning Lake Worth Beach to be a competitive viable location of choice

- A: Ensure effective economic development incentives and zones
- E: Provide superior public amenities and services to retain existing and entice new residents and businesses

Pillar II: Strengthening Lake Worth Beach as a ‘Community of Neighborhoods’

- F: Collaborate with schools to foster rich, diverse and culturally enriching educational opportunities for all.

Pillar IV: Navigating Towards a Sustainable Community

- D: Influence the supply and expansion of jobs.
- E: Ensure facility placement, construction and development that anticipates and embraces the future.

Level of Service Analysis

Pursuant to Chapter 163 of the Florida Statutes, any FLU amendment must be evaluated to determine if the proposed future land use will have a significant impact on the long range level of service (LOS) for public facilities (i.e. drainage, potable water, wastewater, solid waste, parks, schools, and traffic) that service the property and the surrounding area. The LOS for public facilities is analyzed based on the maximum development potential for the existing and proposed FLU, and whether or not each public facility has capacity to accommodate any additional demands.

According to the City’s Comprehensive Plan, the maximum development potential change is for the existing Single Family Residential FLU at 7 du/acre to the proposed Public FLU at 0 du/acre resulting in a decrease of 7 du/acre. Public FLU generates less service demands than Single Family Residential FLU. Analysis of the decreased density (7 du/acre to 0 du/acre= 0 du/acre) on the long range Level of Service (LOS) impacts concluded community facilities and services are available in the area to sustain the future demands and long range LOS can be met with current and planned system capacities. The decrease from 7 du/acre to 0 du/ac results in a decrease of facilities and services needed (at an average household size of 2.53 people per household per Comprehensive Plan Future Land Use Data and Analysis). Public FLU generates less service demands than Single Family Residential FLU. The following table provides a LOS summary.

FLUM AMENDMENT LOS SUMMARY TABLE

Type of Facility:	Existing FLU Designations: (at 7 du/acre for Single Family Residential)	Proposed FLU Designations: (at 0 du/acre for Public)
Drainage	3-year, 1-hour storm duration, as recorded in the FDOT Drainage Manual IDF curves, current edition and fully contained onsite.	3-year, 1-hour storm duration Both FLU designations meet the 3 yr. – 1 hr. drainage LOS requirements. Site improvements may be required to provide drainage collection and conveyance systems to positive outfall.
Potable Water	105 gpcpd (gallons per capita per day). 105 gpcd x 7 du/acre x 2.53 pph =1,860 gpcpd	105 gpcd x 60 du/acre x 2.53 pph = 0 Decrease of 1,860 gpcpd Public use generates less demand than single family residential development The City facilities have available capacity to accommodate the decreased demand.

Type of Facility:	Existing FLU Designations: (at 7 du/acre for Single Family Residential)	Proposed FLU Designations: (at 0 du/acre for Public)
Sanitary Sewer	Collection and treatment of 100 gallons per capita per day at secondary treatment level, or 250 gallons per ERU per day. $100 \text{ gpcd} \times 7 \text{ du/acre} \times 2.53 \text{ pph} = 1,771 \text{ gpcpd}$	$100 \text{ gpcd} \times 0 \text{ du/acre} \times 2.53 \text{ pph} = 0$ Decrease of 1,771 gpcpd Public use generates less demand than single family residential development The City facilities have available capacity to accommodate the decreased demand.
Solid Waste	Collection and disposal of 6.5 pounds of solid waste per capita per day. $6.5 \text{ lbs/pcd} \times 7 \text{ du/acre} \times 2.53 \text{ pph} \times 365 \text{ days/year} / 2,000 = 21 \text{ Tons/year}$	Solid waste pickup will be located on the property and is substantially less than the potential impacts of residential development. The Solid Waste Authority has available capacity to accommodate the demand of the proposed facility.
Parks	2.5 acres of community parks for every 1,000 persons and 2.0 acres of neighborhood parks for every 1,000 persons $3.71 \text{ acres} \times 7 \text{ du/ac} = 26 \text{ du/ac} \times 2.53 \text{ pph/du} = 66 \text{ persons}$	$3.71 \text{ acres} \times 0 \text{ du/ac} = 0 \text{ du/ac} \times 2.53 \text{ pph/du} = 0$ Decrease of 26 du = decrease of 66 persons
Schools	$7 \text{ du/acre} \times 3.71 \text{ ac} = 26 \text{ du}$	$0 \text{ du/acre} \times 3.71 \text{ ac} = 0 \text{ du}$ Decrease of 26 du School District to determine impact of decreased units; School Capacity Availability Determination
Traffic	$3.71 \text{ acre} \times 7 \text{ du/acre} = 26 \text{ du}$ $26 \text{ du} \times 10 \text{ daily trips} = 260$ Daily Trips LOS D * ITE 10th Edition Trip Generation Rates	Public use generates less daily trips than single family residential development LOS D Decrease of daily trips Capacity is available to accommodate the decreased demand.

ZONING MAP AMENDMENT ANALYSIS

Consistency with the Comprehensive Plan and Strategic Plan

The subject properties currently have a Future Land Use (FLU) designation of Single-Family Residential (SFR). Per **Comprehensive Plan Future Land Use Element Policy 1.1.1.2**, the SFR land use category “is intended primarily to permit development of single-family structures at a maximum of 7 dwelling units per acre.” The implementing zoning districts of the SFR FLU are Single-Family – Residential (SF-R), Mobile Home Residential (MH-7), and Neighborhood Commercial (NC). The properties’ use by the School District of Palm Beach County as an educational site with offices is not consistent with the current SF-R zoning district. The intention is to change the zoning district of the properties from SFR to Public (P) with a concurrent FLUM change from the current SFR future land use to Public (P) future land use (FLU) to better reflect the use of the site. Approval of the rezoning request would allow the School District to improve the site while being consistent with the intent of the requested zoning district and future land use designation.

Additionally, the proposed changes to the properties' Zoning District and FLU Designation is consistent with **Future Land Use Element Policy 1.1.2.13 (Locational Criteria for the Public and Public Recreation and Open Designations)** as this site is adjacent to residential uses to the north, east and west. **Future Land Use Element Goal 1.2 states:** "To strive to foster the City of Lake Worth as a livable community where live, work, play and learn become part of the daily life of residents and visitors." Approval of the rezoning request would allow for a continuation of a co-located education complex with Barton Elementary School and would be in keeping with the intent of **Goal 1.2**.

Furthermore, the **Education Element Policy 10.1.4.2** provides for encouragement of the location and development of educational facilities that will enhance the educational opportunities in Lake Worth Beach.

The City's Strategic Plan sets goals and ideals for the City's future vision and lays out methods to achieve them. Pillar Two, Section F seeks to "Collaborate with schools to foster rich, diverse and culturally enriching educational opportunities for all". Approval of the rezoning will result in the continued educational use of the site as well as opportunities to expand in concert with the permitted uses under the Public Zoning District. These expansions will allow for more diverse programs that can be implemented on site and in keeping with the City's Strategic Plan. Additionally, the proposal, if approved, would be consistent with **Strategic Plan Pillar I. A and E** ensuring effective economic development and superior public amenities and services, and **Strategic Plan Pillar IV. D and E** influencing the supply and expansion of jobs, and ensuring facilities that anticipate and embrace the future.

Consistency with the City's Land Development Regulations

Rezoning of the subject site will reflect the current educational use of the property and allow for future educational development of the property. Although public schools are allowed, subject to conditional use approval, in both P and SFR zoning districts, there is more flexibility with the P zoning districts that would allow for accessory uses integral to the educational use (e.g. educational office and storage uses). The property is adjacent to residential uses on the north, east and west sides and would be subject to the development regulations for sites adjacent to residentially zoned lands (**Section 23.3-26.c.1-5**).

The LDRs also require all rezoning requests with a concurrent Future Land Use Map (FLUM) Amendment be analyzed for consistency with the review criteria in Section 23.2-36(4). Staff's full analysis of the review criteria is provided below. The analysis demonstrates that the proposed rezoning complies with the review criteria and that the required findings can be made in support of the rezoning.

Section 23.2-36(4): Review Criteria for the Rezoning of Land

The Department of Community Sustainability is tasked in the Code to review rezoning applications for consistency with the findings for granting rezoning applications in LDR Section 23.2-36 and to provide a recommendation for whether the application should be approved, approved with conditions, or denied.

At the hearing on the application, the Planning and Zoning Board or Historic Resources Preservation Board shall consider the rezoning/FLUM amendment application and request, the staff report including recommendations of staff, and shall receive testimony and information from the petitioner, the owner, city staff, and public comment. At the conclusion of the hearing, the Board shall make a recommendation on the rezoning/FLUM amendment request to the City Commission.

The land development regulations require all rezoning requests with a concurrent FLUM Amendment be analyzed for consistency with **Section 23.2-36(4)**. Staff has reviewed the rezoning against this section and has determined that the rezoning complies with the following review criteria:

a. Consistency: Whether the proposed rezoning amendment would be consistent with the purpose and intent of the applicable comprehensive plan policies, redevelopment plans, and land development regulations. Approvals of a request

to rezone to a planned zoning district may include limitations or requirements imposed on the master plan in order to maintain such consistency.

Analysis: If the FLUM amendment and the rezoning are approved, the new P zoning district would be consistent with the purpose and intent of the P FLU designation. The rezoning request furthers the implementation of the City’s Comprehensive Plan with the proposed adoption of a zoning district that is consistent with the Public future land use (FLU) designation on the subject sites. Additionally, the existing educational uses on the site are consistent with both the P FLU designation and P zoning district. **Meets Criterion.**

b. Land use pattern. Whether the proposed FLUM amendment would be contrary to the established land use pattern, or would create an isolated land use classification unrelated to adjacent and nearby classifications, or would constitute a grant of special privilege to an individual property owner as contrasted with the protection of the public welfare. This factor is not intended to exclude FLUM amendments that would result in more desirable and sustainable growth for the community.

Analysis: The rezoning request will not be contrary or incompatible to the established land pattern, nor will it create an isolated zoning district unrelated to the adjacent and nearby classifications or constitute a grant of special privilege to the petitioner as contrasted with the protection of the public welfare. The proposed Public zoning district is consistent with the current and future education uses of the property by the School District of Palm Beach County. Below is a table outlining the existing zoning and future land use designations of adjacent properties. **Meets Criterion.**

Subject Property FLU	Adjacent Direction	Adjacent Future Land Use Designations	Adjacent Zoning Districts	Existing Use
Single Family Residential	North	Single Family Residential (SFR)	Single Family Residential (SF-R)	Single Family
Single Family Residential	South	Public (P)	Public (P)	Barton Elementary School
Single Family Residential	East	Medium Density Residential (MDR)	Single-Family and Two-Family Residential (SF-TF-14)	Multifamily
Single Family Residential	West	Single Family Residential (SFR)	Single Family Residential (SFR)	Single Family

c. Sustainability: Whether the proposed rezoning would support the integration of a mix of land uses consistent with smart growth or sustainability initiatives, with an emphasis on 1) complementary land uses; 2) access to alternative modes of transportation; and 3) interconnectivity within the project and between adjacent properties.

Analysis: The rezoning request supports the integration of a mix of land uses consistent with smart growth and sustainability initiatives with an emphasis on complementary land uses. Approval of the rezoning request would reflect existing educational land uses of the school and Education Foundation facilities. Further, the proposed rezoning would allow the City to benefit from increased efficiency and the proximity of educational services on already-developed land that compliments the existing school use and facilities. The uses immediately surrounding the properties are primarily single-family residential, multi-family residential, and educational. Institutional uses such as schools are considered complementary uses in function and nature to residential uses. Approval of the rezoning will allow for continuation of existing educational related land uses that are complementary to the properties’ surrounding uses. **Meets Criterion.**

d. Availability of public services/infrastructure: Requests for rezoning to planned zoning districts shall be subject to review pursuant to section 23.5-2.

Analysis: This criterion is only applicable to requests to rezone land to a planned zoning district. As this request seeks approval to rezone the subject properties to the conventional Public zoning district and not a planned development district, this criterion does not apply. **Criterion not applicable.**

e. Compatibility: The application shall consider the following compatibility factors:

1. Whether the proposed FLUM amendment would be compatible with the current and future use of adjacent and nearby properties, or would negatively affect the property values of adjacent and nearby properties.

Analysis: The proposed Public (P) FLU for the subject properties is compatible with the residential and Public FLU designations of surrounding properties and will not affect the property values of the neighborhoods. The existing zoning district of the subject site is not reflective of the current educational use of the site. Rezoning of the subject site and the land use change to Public will be consistent with the current educational use of the site, allow for future educational modernization/expansion and be a compliment to the residential uses surrounding the property. **Meets Criterion.**

f. Direct community sustainability and economic development benefits: For rezoning involving rezoning to a planned zoning district, the review shall consider the economic benefits of the proposed amendment, specifically, whether the proposal would:

1. Further implementation of the city's economic development (CED) program;
2. Contribute to the enhancement and diversification of the city's tax base;
3. Respond to the current market demand or community needs or provide services or retail choices not locally available;
4. Create new employment opportunities for the residents, with pay at or above the county average hourly wage;
5. Represent innovative methods/technologies, especially those promoting sustainability;
6. Support more efficient and sustainable use of land resources in furtherance of overall community health, safety and general welfare;
7. Be complementary to existing uses, thus fostering synergy effects; and
8. Alleviate blight/economic obsolescence of the subject area.

Analysis: The rezoning request does not include rezoning to a planned zoning district nor does it have a concurrent site plan application in review at this time. As such, this criterion is not applicable. **Criterion not applicable.**

g. Economic development impact determination for conventional zoning districts: For rezoning to a conventional zoning district, the review shall consider whether the proposal would further the economic development program, and also determine whether the proposal would:

- A. Represent a potential decrease in the possible intensity of development, given the uses permitted in the proposed land use category; and
- B. Represent a potential decrease in the number of uses with high probable economic development benefits.

Analysis: The proposed rezoning to the P zoning district will not result in a decrease in development intensity or of a public amenity for the neighborhood. While the P zoning district does not offer an increase in density from the SF-R zoning district, the education use is consistent with the City's goal to encourage education and training institutions to provide education and research programs and support existing businesses and programs to stimulate new business development. **Meets Criterion.**

h. Commercial and industrial land supply. The review shall consider whether the proposed FLUM amendment would reduce the amount of land available for commercial/industrial development. If such determination is made, the approval can be recommended under the following conditions:

1. The size, shape, and/or location of the property makes it unsuitable for commercial/industrial development; or
2. The proposed FLUM amendment provides substantiated evidence of satisfying at least four (4) of the direct economic development benefits listed in subparagraph "f" above; and
3. The proposed FLUM amendment would result in comparable or higher employment numbers, building size and valuation than the potential of existing land use designation.

Analysis: If approved, the proposed rezoning will not result in a reduction of land available for commercial and industrial development. Commercial and industrial uses are not permitted under the existing zoning. Therefore, the change from SF-R to P zoning district would not reduce or change the commercial and industrial development potential of the subject properties. **Meets Criterion.**

i. Alternative sites. Whether there are sites available elsewhere in the city in zoning districts which already allow the desired use.

Analysis: The purpose of the rezoning request is to reflect the long-standing existing education use on the subject properties as a Public use. As such the proposed P rezoning is appropriate for the subject properties. **Meets Criterion.**

j. A Master plan and site plan compliance with land development regulations. When master plan and site plan review are required pursuant to section 2.D.1.e. above, both shall comply with the requirements of the respective zoning district regulations of article III and the site development standards of section 23.2-32.

Analysis: The rezoning request does not require or include a concurrent site plan application. As such, this **criterion is not applicable.**

The analysis has shown that the required findings can be made in support of the rezoning. Therefore, the proposed rezoning is consistent with the review criteria for rezoning as outlined in LDR Section 23.2-36.

CONCLUSION

The proposed FLUM amendment request is consistent with the purpose, intent, and requirements of the Comprehensive Plan. The proposed rezoning is also consistent with the purpose, intent, and requirements of the Comprehensive Plan and LDRs. Therefore, staff recommends that the Board recommend approval to the City Commission of both the FLUM amendment and the Zoning Map amendment based on the data and analysis in this report and the findings summarized below:

- The amendments are consistent with the City's goals to encourage the location and development of educational facilities that will enhance the educational opportunities in Lake Worth for children and adults alike.
- The amendments are consistent with the Strategic Plan's goals of collaborating with schools to foster rich, diverse and culturally enriching educational opportunities for all, and of providing superior amenities and services to retain existing and entice new residents and businesses.
- The amendments are supported by and are consistent with the Comprehensive Plan and City Strategic Plan as described in the respective Comprehensive Plan and Strategic Plan Analysis sections of this report; and
- The FLUM amendment is supported by data and analysis prepared in accordance with the requirement of F.S. 163.3177 that provides relevant and appropriate data based the City's community goals and vision and consistency with level of service requirements.
- The Zoning Map amendment is consistent with the proposed FLUM amendment.

BOARD POTENTIAL MOTION:

I MOVE TO RECOMMEND APPROVAL OF PZB PROJECT NUMBER 21-00300001 & 21-01300001 of the proposed amendments to the Future Land Use Map and the Zoning Map based on the data and analysis in the staff report and the testimony at the public hearing.

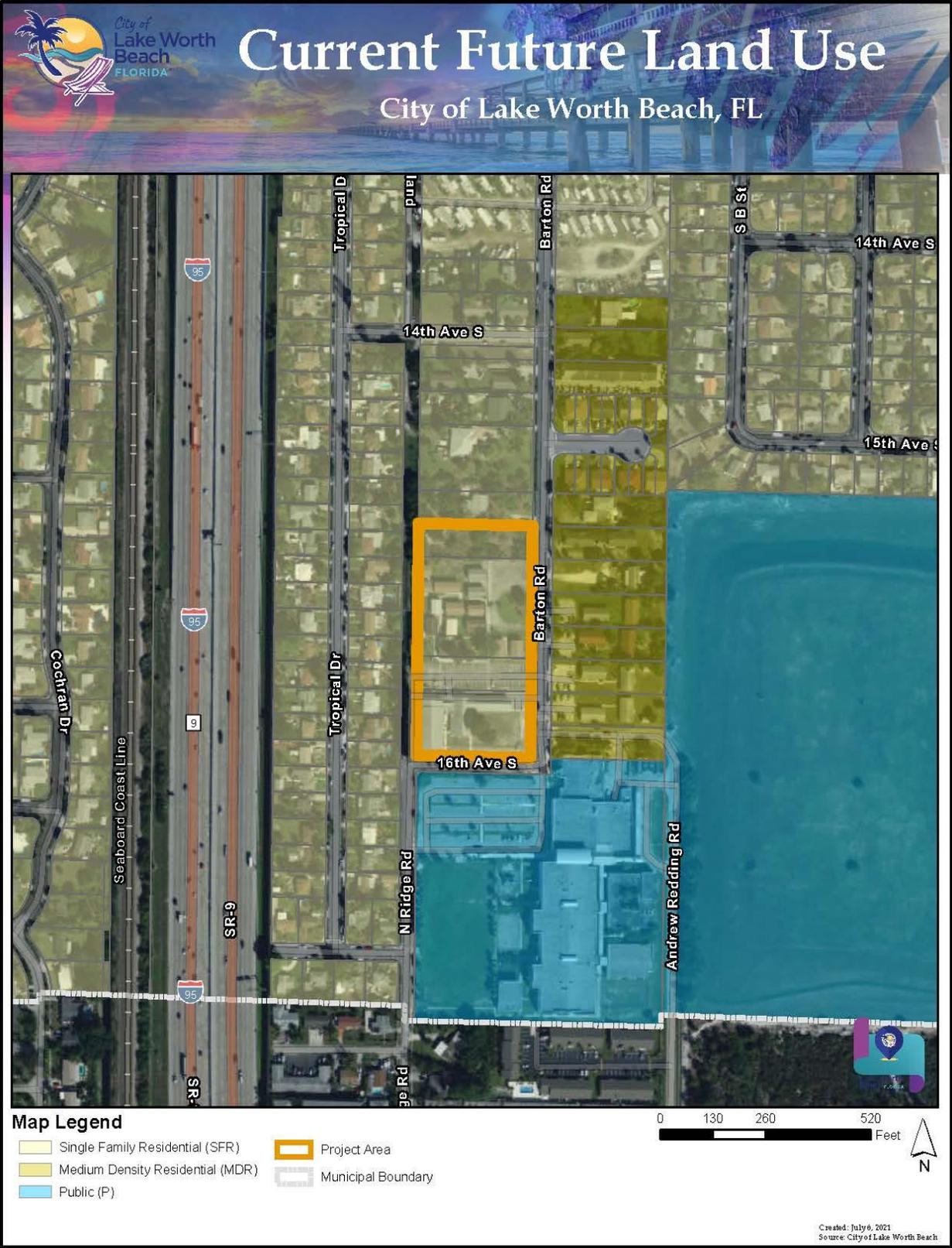
I MOVE TO NOT RECOMMEND APPROVAL OF PZB PROJECT NUMBER 21-00300001 & 21-01300001 of the proposed amendments to the Future Land Use Map and Zoning Map as the proposal is not consistent with the City's Comprehensive Plan and Strategic Plan for the following reasons [Board member please state reasons.]

Consequent Action: The Planning and Zoning Board will be making a recommendation to the City Commission on the FLUM and Zoning Map amendment requests.

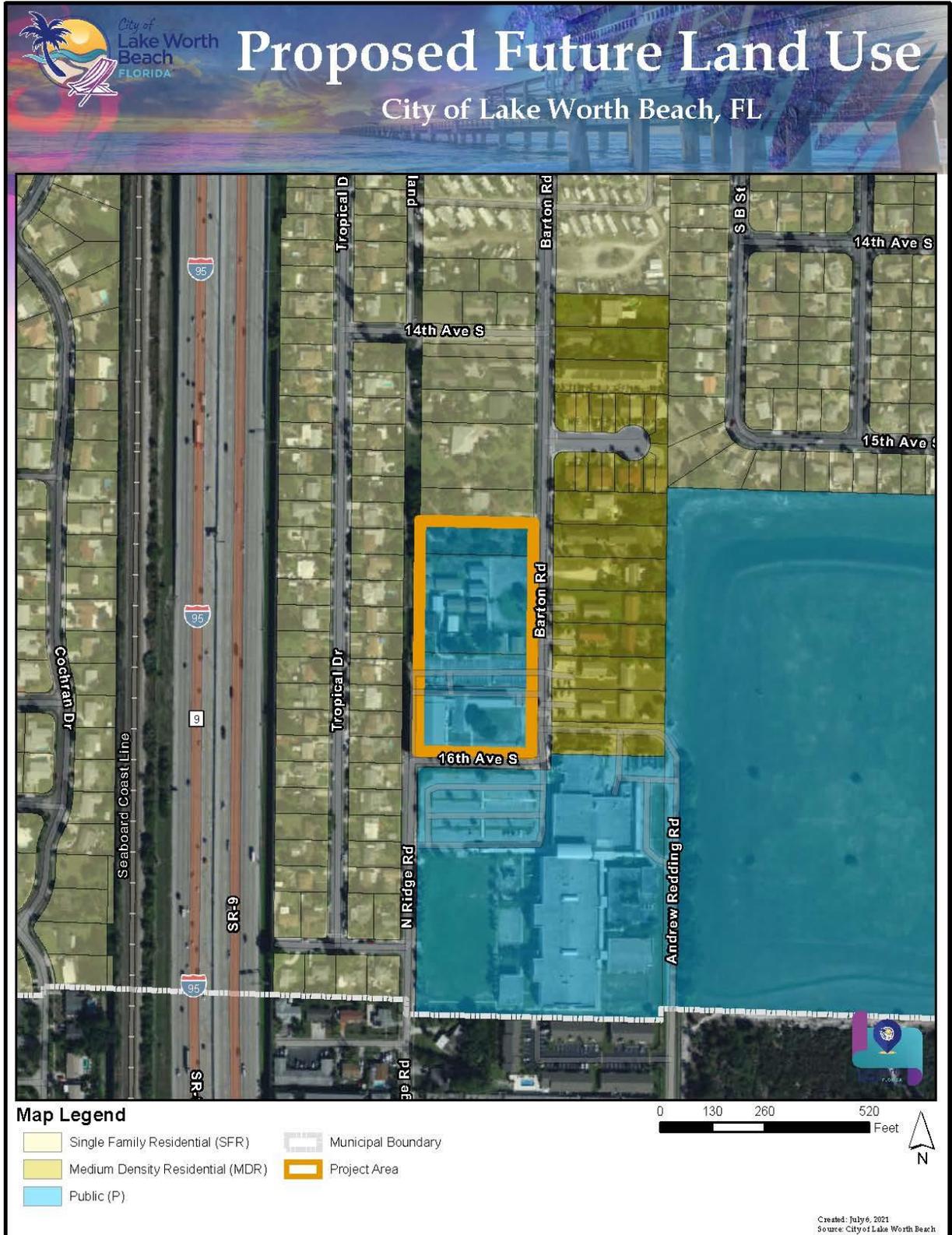
ATTACHMENTS

- A. Current FLU Map of property located at 1509 Barton Road, 1511 Barton Road, 1515 Barton Road, and 1421 Barton Road (PCN#s 38-43-44-33-13-011-0040, 38-43-44-33-13-011-0020, 38-43-44-33-13-010-0030 and 38-43-44-33-13-010-0020)
- B. Proposed FLU Map of property located at 1509 Barton Road, 1511 Barton Road, 1515 Barton Road, and 1421 Barton Road (PCN#s 38-43-44-33-13-011-0040, 38-43-44-33-13-011-0020, 38-43-44-33-13-010-0030 and 38-43-44-33-13-010-0020)
- C. Current Zoning Map of property located at 1509 Barton Road, 1511 Barton Road, 1515 Barton Road, and 1421 Barton Road (PCN#s 38-43-44-33-13-011-0040, 38-43-44-33-13-011-0020, 38-43-44-33-13-010-0030 and 38-43-44-33-13-010-0020)
- D. Proposed Zoning Map of property located at 1509 Barton Road, 1511 Barton Road, 1515 Barton Road, and 1421 Barton Road (PCN#s 38-43-44-33-13-011-0040, 38-43-44-33-13-011-0020, 38-43-44-33-13-010-0030 and 38-43-44-33-13-010-0020)

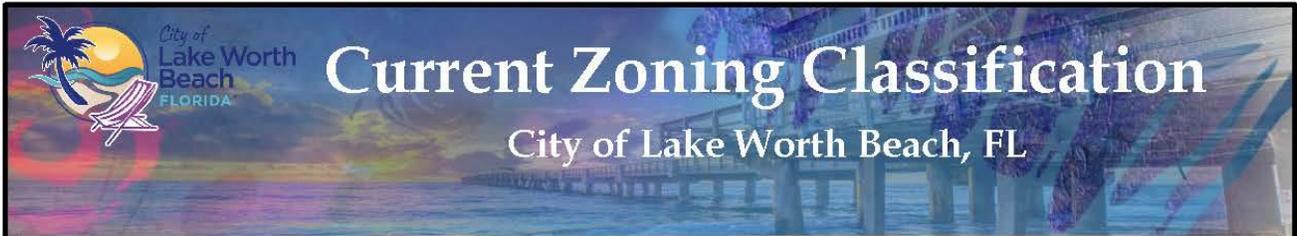
ATTACHMENT A
Current FLU Map of Subject Properties



ATTACHMENT B
Proposed FLU Map of Subject Properties



ATTACHMENT C
 CURRENT ZONING MAP



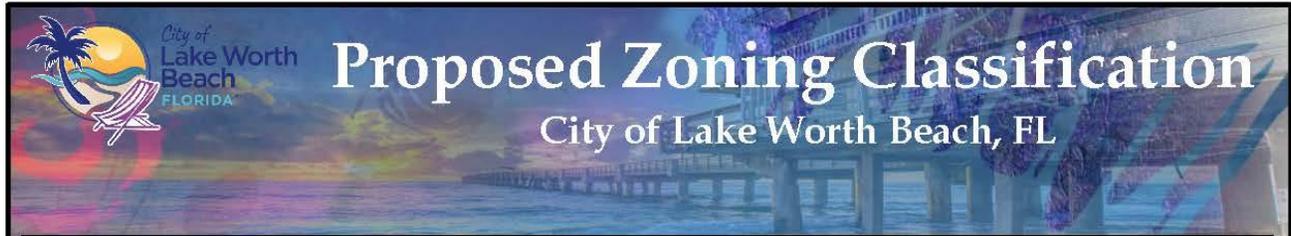
Map Legend

- Mobile Home Residential, 7 du/net acre (MH-7)
- Public (P)
- Single-Family and Two-Family Residential (SF-TF-14)
- Single Family Residential (SFR)
- Municipal Boundary
- Project Area
- Parcel Boundary

0 130 260 520 Feet

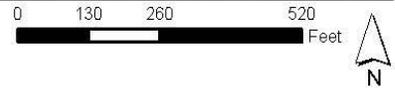


ATTACHMENT D
 PROPOSED ZONING MAP



Map Legend

- Mobile Home Residential, 7 du/net acre (MH-7)
- Public (P)
- Single-Family and Two-Family Residential (SF-TF-14)
- Single Family Residential (SFR)
- Municipal Boundary
- Project Area
- Parcel Boundary



EXECUTIVE BRIEF REGULAR MEETING

AGENDA DATE: November 16, 2021

DEPARTMENT: Community Sustainability

TITLE:

Ordinance 2021-09 - First Reading – Deletion of administrative appeals process to the City Commission for land development decisions

SUMMARY:

Ordinance No. 2021-09 proposes to amend Chapter 26, Land Development Regulations, to delete the administrative appeal process from final decisions of the Planning & Zoning Board (PZB) and Historic Resources Preservation Board (HRPB) to the City Commission. If adopted, all such appeals would proceed directly to the circuit court.

BACKGROUND AND JUSTIFICATION:

The proposed amendments will remove the administrative appeal requirement for affected parties and applicants to appeal to the City Commission final decisions of the PZB and HRPB prior to seeking review in circuit court. If adopted, the ordinance will allow affected parties and applicants to appeal PZB and HRPB final decisions directly to circuit court, which is the initial appellate court in challenges to local land development decisions. This will help to streamline the process for such land development decisions and alleviate the administrative step, time and expense of going before the City Commission. The proposed ordinance does not delete the administrative appeal process for challenges of a local development review officer's decision to PZB or HRPB.

The PZB unanimously recommended approval to the City Commission of Ordinance 2021-09 at their October 6, 2021 meeting.

The HRPB unanimously recommended approval to the City Commission of Ordinance 2021-09 at their October 13, 2021 meeting.

MOTION:

Move to approve/disapprove Ordinance 2021-09 on first reading and schedule the second reading and public hearing for December 7, 2021.

ATTACHMENT(S):

Fiscal Impact – N/A
Ordinance 2021-09

1
2
3 **ORDINANCE 2021-09 - AN ORDINANCE OF THE CITY OF LAKE WORTH**
4 **BEACH, FLORIDA, REMOVING THE CITY COMMISSION AS THE**
5 **ADMINISTRATIVE APPELLATE AUTHORITY FOR LAND DEVELOPMENT**
6 **REGULATION DECISIONS MADE BY THE HISTORIC RESOURCES**
7 **PRESERVATION BOARD AND PLANNING AND ZONING BOARD BY**
8 **AMENDING CHAPTER 23 “LAND DEVELOPMENT REGULATIONS,” ARTICLE**
9 **2, “ADMINISTRATION,” DIVISION 1, “SUPPLEMENTAL REGULATIONS,”**
10 **DIVISION 1, “DECISIONMAKERS,” SECTIONS 23.2-1, 23.2-7, 23.2-8, AND**
11 **23.2-9; DIVISION 2, “PROCEDURES,” SECTIONS 23.2-15, 23.2-16, AND 23.2-**
12 **17; DIVISION 3, “PERMITS,” SECTIONS 23.2-27, 23.2-29, 23.2-30; ARTICLE 5,**
13 **“SUPPLEMENTAL REGULATIONS,” SECTION 23.5-1 AND 23.5-4;**
14 **PROVIDING FOR SEVERABILITY, THE REPEAL OF LAWS IN CONFLICT,**
15 **CODIFICATION, AND AN EFFECTIVE DATE**
16

17 **WHEREAS**, the City of Lake Worth Beach, Florida (the “City”) is a duly constituted
18 municipality having such power and authority conferred upon it by the Florida Constitution and
19 Chapter 166, Florida Statutes; and
20

21 **WHEREAS**, pursuant to the power and authority conferred by Chapter 163, Florida
22 Statutes, the City has enacted Land Development Regulations (“LDRs”) to promote the public
23 health, safety and welfare through reasonable regulation of land development activity; and
24

25 **WHEREAS**, in section 23.2-7 of the LDRs, the City has established the City of Lake Worth
26 Beach Historic Resources Preservation Board (“HRPB”), and has conferred upon the HRPB both
27 advisory duties and final decision-making authority with respect to historic designations,
28 certificates of appropriateness, and other permit applications under the LDRs within the City’s
29 historic districts; and
30

31 **WHEREAS**, in section 23.2-8 of the LDRs, the City has established the City of Lake Worth
32 Beach Planning and Zoning Board (“PZB”) as the local planning agency, and has conferred upon
33 the PZB both advisory duties and final decision-making authority with respect to permit
34 applications under the LDRs; and
35

36 **WHEREAS**, the availability of an appeal from an adverse decision serves to protect the
37 due process rights of applicants and affected parties; and
38

39 **WHEREAS**, the LDRs currently provide that certain decisions of the PZB and HRPB may
40 be administratively appealed to the City Commission as provided in section 23.2-17; and
41

42 **WHEREAS**, the City Commission has determined that the interests of due process would
43 best be served by providing for the appeal of HRPB and PZB decisions to circuit court; and
44

45 **WHEREAS**, on October 6, 2021 these amendments were reviewed by the City of Lake
46 Worth Beach Planning and Zoning Board, which made a recommendation to the City Commission
47 to approve the amendments; and
48

49 **WHEREAS**, on October 13, 2021 these amendments were reviewed by the City of Lake
50 Worth Beach Historic Resources Preservation Board, which made a recommendation to the City
51 Commission to approve the amendments; and
52

53 **WHEREAS**, the City Commission has reviewed the recommended amendments and has
54 determined that it is in the best interest of the public health, safety and general welfare of the City,
55 its residents and visitors to adopt these amendments.

56
57 **NOW, THEREFORE, BE IT ORDAINED BY THE CITY COMMISSION OF THE CITY OF**
58 **LAKE WORTH BEACH, FLORIDA, that:**

59
60 **Section 1:** That the foregoing “WHEREAS” clauses are ratified and confirmed as
61 being true and correct and are made a specific part of this ordinance as if set forth herein.

62
63 **Section 2:** Chapter 23 “Land Development Regulations,” Article 2 “Administration,”
64 Division 1 “Decisionmakers,” Section 23.2-1 “City Commission,” is hereby amended as follows
65 (words stricken are deletions; words underlined are additions):

66
67 The city is governed by a city commission consisting of five (5) elected members,
68 including a mayor as more particularly set forth in the City Charter. In addition to any
69 authority granted the city commission by state law, City Charter or other regulations of
70 the city, the city commission shall have the power and duty to act as the final
71 decisionmaker with respect to certain types of applications ~~and appeals. A table~~
72 ~~illustrating city commission authority is contained at section 23.2-9.~~

73
74 **Section 3:** Chapter 23 “Land Development Regulations,” Article 2 “Administration,”
75 Division 1 “Decisionmakers,” Section 23.2-7 “Historic Resources Preservation Board,”
76 Subsection (f) “Decisions and appeals,” is hereby amended as follows (words stricken are
77 deletions; words underlined are additions):

- 78
79 f) *Decisions and appeals.* On rezoning, comprehensive plan and future land use
80 map advisory matters, the HRPB shall submit its recommendation in a written
81 report to the city commission, with a copy to the applicant and preservation
82 planner, documenting each consideration substantiating the board's
83 recommendation. On conditional uses, major site plans, variances and other
84 matters for which the HRPB renders a decision, such decision shall be in the
85 form of a written order, giving reasons therefor and including findings of fact.
86 Denials shall include a citation to the applicable legal authority forming the basis
87 for the denial. Should the applicant or an affected party decide to appeal the
88 decision of the HRPB, such appeal shall be to circuit court as provided in to the
89 ~~city commission, the applicant or affected party shall provide a notice of appeal~~
90 ~~to the development review official within fourteen (14) days of the issuance of~~
91 ~~the written decision. A formal written appeal shall thereafter be submitted to the~~
92 ~~development review official outlining the basis for the appeal within thirty (30)~~
93 ~~days of the HRPB's written decision. See also section 23.2-17 of this article.~~

94
95 **Section 4:** Chapter 23 “Land Development Regulations,” Article 2 “Administration,”
96 Division 1 “Decisionmakers,” Section 23.2-8 “Planning and Zoning Board,” Subsection (e)
97 “Decisions and Appeals,” is hereby amended as follows (words stricken are deletions; words
98 underlined are additions):

- 99
100 e) *Decisions and appeals.* On advisory matters, the board shall submit its
101 recommendation in a written report to the city commission, with a copy to the
102 applicant and development review official, documenting each consideration
103 substantiating the board's recommendation. On matters that the board renders
104 a decision, such decision shall be in the form of a written order, giving reasons

105 therefor and including findings of fact. Denials shall include a citation to the
 106 applicable legal authority forming the basis for the denial. Should the applicant
 107 or affected party decide to appeal the final decision of the planning and zoning
 108 board, ~~such appeal to the city commission, the applicant or affected party shall~~
 109 ~~provide a notice of appeal to the development review official within fourteen~~
 110 ~~(14) days of the issuance of the written decision. A formal written appeal shall~~
 111 ~~thereafter be submitted to the development review official outlining the basis~~
 112 ~~for the appeal within thirty (30) days of the planning and zoning board's written~~
 113 ~~decision. See also shall be to circuit court as provided in section 23.2-17 of this~~
 114 article.

115
 116 **Section 5:** Chapter 23 “Land Development Regulations,” Article 2 “Administration,”
 117 Division 1 “Decisionmakers,” Section 23.2-9 “Summary illustration of authority,” including Table
 118 2-1, is hereby deleted in its entirety.

119
 120 **Section 6:** Chapter 23 “Land Development Regulations,” Article 2 “Administration,”
 121 Division 2 “Procedures,” Section 23.2-15 “Notice Requirements for Public Hearings,” Table 2-2
 122 “Notice Requirements,” is hereby amended at the last entry in the table as follows (words
 123 stricken are deletions; words underlined are additions):

Appeals to city commission of PZB or HRPB		10 days <u>400' R</u>	
--	--	-------------------------------------	--

124
 125
 126 **Section 7:** Chapter 23 “Land Development Regulations,” Article 2 “Administration,”
 127 Division 2 “Procedures,” Section 23.2-16 “Quasi-judicial Procedures,” Subsection g)
 128 “Continuance,” is hereby amended as follows (words stricken are deletions; words underlined
 129 are additions):

130
 131 g) *Continuance.* The decision-making body may, on its own motion continue the
 132 hearing to a fixed date, time and place. The applicant shall also have the right to one
 133 (1) continuance. Affected parties, whether individually or collectively, shall also have the
 134 right to one (1) continuance and irrespective of the number of affected parties, only one
 135 (1) continuance may be granted. The continuance can be for no longer than thirty-one
 136 (31) days, provided the request is to address neighborhood concerns or new evidence,
 137 to hire legal counsel or a professional services consultant, or the affected party is unable
 138 to be represented at the hearing. No more than one (1) continuance may be granted for
 139 all affected parties. The decision-making body will continue the hearing to a fixed date,
 140 time and place if applicable. However, all subsequent continuances shall be granted at
 141 the sole discretion of the decision-making body. ~~Notwithstanding the foregoing, a~~
 142 ~~continuance shall not be granted if to do so would delay a decision on an appeal from~~
 143 ~~the HRPB regarding a certificate of appropriateness beyond the ninety-day requirement~~
 144 ~~specified in section 23.2-17.~~

145
 146 **Section 8:** Chapter 23 “Land Development Regulations,” Article 2 “Administration,”
 147 Division 2 “Procedures,” Section 23.2-17 “Appeals,” is hereby amended as follows
 148 (words stricken are deletions; words underlined are additions):

149
 150 b) ~~To city commission.~~ Should an applicant for development approval or an
 151 affected party with demonstrated standing decide to appeal a decision of the
 152 planning and zoning board or the historic resources preservation board the
 153 procedures set forth below and in subsection d) shall be followed.

- ~~1. The applicant or affected party shall submit to the development review official a notice of appeal within fourteen (14) days of the board's written decision.~~
- ~~2. Thereafter, the applicant or affected party shall submit to the development review official in writing the basis for the appeal within thirty (30) days of the board's written decision; except appeals from decisions pertaining to variances shall be appealed directly to circuit court as described in subsection c). The basis of appeal must relate to the evidence and testimony presented to the planning and zoning board or the HRPB. The basis of appeal should include all evidence the appealing party would like to have the city commission review. New evidence is not allowed and shall not be considered.~~
- ~~3. The appeal shall be submitted with a city application and the applicable fee and filed with the development review official. An affected party must have participated in the hearing before the planning and zoning board or HRPB to participate in an appeal before the city commission.~~
- ~~4. The development review official shall forward the appeal, the staff report and other relevant documents reviewed at the planning and zoning board or HRPB meeting, and the board's decision to the city commission for review.~~
- ~~5. The development review official may also have the right to appeal a decision of the planning and zoning board or the HRPB.~~
- ~~6. After courtesy notice as provided in this article, the city commission shall conduct a hearing, and shall consider those applications on appeal from the planning and zoning board or the HRPB based on the record created at the planning and zoning board or the HRPB meeting. The considerations substantiating the decision of the city commission shall be discussed. The city commission shall convey its decision in writing to the applicant, affected parties, if applicable, and to the development review official.~~
- ~~7. For appeals from the decisions of the HRPB regarding certificates of appropriateness, the city commission shall consider the appeal within ninety (90) days after the filing of the appeal. The city commission may uphold or reverse the HRPB's decision in whole or in part or remand with instructions for further consideration. A reversal of an HRPB decision, whether in whole or in part, shall require no less than four (4) votes of the full city commission or by no less than three (3) votes of those in attendance, and in accordance with section 23.5-4(n)(2), a reversal shall be rendered only if the city commission determines that the HRPB decision was contrary to law or arbitrary and capricious.~~

~~eb) To circuit court. Any person or persons, jointly or severally, or entity, aggrieved by the decision of the HRPB, planning and zoning board or city commission, after first exhausting all administrative remedies, shall present to a circuit court a petition for issuance of a writ of certiorari pursuant to the Florida law. If a planning and zoning board or HRPB variance determination is being appealed and is a part of an overall order being appealed for certificates of appropriateness, site plans, etc., then the entire order shall be appealed to~~

202 ~~the circuit court and it is not necessary to exhaust administrative remedies~~
203 ~~by appealing any portion of the order to the city commission.~~

204
205 **Section 9:** Chapter 23 “Land Development Regulations,” Article 2 “Administration,”
206 Division 3 “Permits,” Section 23.2-27 “Waiver,” Subsection a) “Community Residence,”
207 is hereby amended as follows (words stricken are deletions; words underlined are
208 additions):

- 209
210 3. The applicant and any affected party may appeal the decision of the board
211 to circuit court~~the city commission~~ pursuant to section 23.2-17. A waiver
212 becomes null and void and of no effect twelve (12) months from and after
213 the date of its final approval.

214
215 **Section 10:** Chapter 23 “Land Development Regulations,” Article 2 “Administration,”
216 Division 3 “Permits,” Section 23.2-29 “Conditional Use Permits,” Subsection b)
217 “Approval Authority,” is hereby amended as follows (words stricken are deletions; words
218 underlined are additions):

219
220 b) *Approval authority.* The planning and zoning board or historic resources
221 preservation board, as applicable, in accordance with the procedures, standards and
222 limitations of this section, shall approve, approve with conditions, or deny an application
223 for a development permit for a conditional use permit after review and recommendation
224 by the development review official. The board's decision on a conditional use permit
225 may be appealed to circuit court~~the city commission~~ by the applicant or affected party,
226 pursuant to section 23.2-17.

227
228 **Section 11:** Chapter 23 “Land Development Regulations,” Article 2 “Administration,”
229 Division 3 “Permits,” Section 23.2-30 “Site Plan Review,” Subsection e) “Site Plan
230 Review Procedures for Major Developments,” is hereby amended as follows (words
231 stricken are deletions; words underlined are additions):

- 232
233 e) *Site plan review procedures for major developments.* If the development review
234 official determines that the application requires a major review, the application
235 shall be forwarded to the site plan review team for review and, determination
236 as to whether the application complies with applicable regulations. Once the
237 development review officer has made a determination of compliance, the
238 application will be scheduled for action by the planning and zoning board or the
239 historic resources preservation board, as applicable. The board shall consider
240 and act on site plan review applications for major developments. For all
241 applications, the board may:

- 242 1. Approve the application as submitted;
243 2. Approve the application with any reasonable conditions, limitations, or
244 requirements;
245 3. Deny the application for specific reason(s); or
246 4. Postpone consideration of any application pending submittal of
247 additional information which may be required to make a determination.

248 The board shall issue a written decision which shall be attached to the
249 application for site plan approval. Each consideration substantiating the action
250 of the development review official shall be included in the decision. The decision

251 shall also include a citation to the legal authority on which a denial is based.
252 The decision of the board shall be final but may be ~~unless~~ appealed to circuit
253 ~~court~~~~the city commission~~, as provided in section 23.2-17.

254
255 **Section 12:** Chapter 23 “Land Development Regulations,” Article 5 “Supplemental
256 Regulations,” Section 23.5-1 “Signs,” Subsection j) “Variances and Appeals,” Subsection
257 2 “Appeals,” Subsection D “Jurisdiction”, is hereby amended as follows (words stricken
258 are deletions; words underlined are additions):

259
260 (v) Appeals from board. Any adversely affected person or persons
261 aggrieved by any decision of the board may appeal such decision to circuit
262 ~~court~~~~the city commission~~.

263
264 **Section 13:** Chapter 23 “Land Development Regulations,” Article 5 “Supplemental
265 Regulations,” Section 23.5-4 “Historic Preservation,” Subsection (e) “Designation of Landmarks
266 and Historic Districts,” Subsection 8 “HRPB Recommendation,” is hereby amended as follows
267 (words stricken are deletions; words underlined are additions):

268
269 ~~B. If the HRPB recommends denial of designation, such action shall be final~~
270 ~~unless an affected party (in the case of an individual landmark) or not less~~
271 ~~than two thirds (2/3) of the affected eligible property owners (in the case of~~
272 ~~a historic district) appeal to the city commission in the manner provided in~~
273 ~~subsection n), below, of this section.~~

274 B. The division shall promptly notify the applicant and the property owner(s)
275 of the HRPB's recommendation.

276
277 **Section 14:** Chapter 23 “Land Development Regulations,” Article 5 “Supplemental
278 Regulations,” Section 23.5-4 “Historic Preservation,” Subsection (e) “Designation of Landmarks
279 and Historic Districts,” Subsection 9 “City Commission Review and Designation,” is hereby
280 amended as follows (words stricken are deletions; words underlined are additions):

281
282 A. The city commission shall by ordinance approve, modify or deny the
283 proposed designation within sixty (60) days of receipt of the HRPB's
284 recommendation. A decision to reverse an HRPB recommendation ~~of~~
285 ~~approval~~ shall be by no less than four (4) votes of the full city commission
286 or by no less than three (3) votes if the full city commission is not in
287 attendance.

288
289 **Section 15:** Chapter 23 “Land Development Regulations,” Article 5 “Supplemental
290 Regulations,” Section 23.5-4 “Historic Preservation,” Subsection (e) “Designation of Landmarks
291 and Historic Districts,” Subsection 14 “Potential Landmark Designation,” is hereby amended as
292 follows (words stricken are deletions; words underlined are additions):

293
294 B. *Effect of pending applications for designation.* When an application for
295 designation is made and notice is mailed to affected parties, no action with
296 respect to the exterior appearance of such site or district shall commence
297 unless approved in accordance with the procedures provided in subsection
298 e). In order to protect the city's general welfare, avoid an irreparable loss
299 and prevent circumvention of the protections of this article, such

300 requirement shall remain in effect until final disposition of the recommended
301 action. The applicant may apply to the HRPB for review of a proposed action
302 prior to final action by the city commission. The HRPB shall review the
303 application using the criteria established herein, including unreasonable
304 economic hardship. Permits may be issued upon HRPB approval of
305 designation. ~~Should the HRPB deny the applicant's request, the applicant~~
306 ~~may appeal to the city commission as provided in subsection e) below.~~ If the
307 city commission declines to designate the landmark or historic district, all
308 permitting requirements set forth herein shall no longer apply to any
309 proposed action.

310
311 **Section 16:** Chapter 23 "Land Development Regulations," Article 5 "Supplemental
312 Regulations," Section 23.5-4 "Historic Preservation," Subsection (f) "Certificates of
313 Appropriateness, in General," is hereby amended as follows (words stricken are deletions;
314 words underlined are additions):

- 315
316 2. *Effective date of certificate stayed pending appeal.* A certificate of
317 appropriateness shall be effective immediately after the written rendition of
318 the decision, notwithstanding the permit approval from the building division.
319 If an appeal is made to the HRPB ~~or city commission~~, all work permitted by
320 the certificate of appropriateness shall automatically be stayed pending
321 the appeal.

322
323 **Section 17:** Chapter 23 "Land Development Regulations," Article 5 "Supplemental
324 Regulations," Section 23.5-4 "Historic Preservation," Subsection (n) "Appeal of Decisions
325 Regarding Certificates of Appropriateness," is hereby amended as follows (words stricken are
326 deletions; words underlined are additions):

- 327
328 1. *Appeal of administrative decisions.* Any administrative decision may be appealed
329 to the HRPB within fourteen (14) calendar days of its rendering. The HRPB shall
330 consider the record made in the administrative proceedings and shall not take
331 new testimony, and shall within sixty (60) days after the filing of the appeal reverse
332 the administrative decision only if it was contrary to law or arbitrary and capricious.
333
334 2. *Appeal of HRPB decisions.* Within thirty (30) days after the date of written
335 confirmation of a HRPB decision, the applicant or any affected party may appeal
336 to circuit court ~~the city commission~~ any decision of the HRPB regarding an
337 application for a certificate of appropriateness ~~pursuant to Sec. 23.2-17(e) of~~
338 ~~these LDRs. The city commission shall consider the record made before the~~
339 ~~HRPB in reaching its decision and shall not take new testimony. The city~~
340 ~~commission shall reverse the HRPB decision only if it was contrary to law or~~
341 ~~arbitrary and capricious.~~

342
343 **Section 18:** Severability. If any section, subsection, sentence, clause, phrase or portion
344 of this ordinance is for any reason held invalid or unconstitutional by any court of competent
345 jurisdiction, such portion shall be deemed a separate, distinct, and independent provision, and
346 such holding shall not affect the validity of the remaining portions thereof.

347
348 **Section 19:** Repeal of Laws in Conflict. All ordinances or parts of ordinances in conflict
349 herewith are hereby repealed to the extent of such conflict.

351 **Section 20:** Codification. The sections of the ordinance may be made a part of the City
352 Code of Laws and ordinances and may be re-numbered or re-lettered to accomplish such, and
353 the word "ordinance" may be changed to "section", "division", or any other appropriate word.

354 **Section 21:** Effective Date. This ordinance shall become effective 10 days after
355 passage.
356

357
358 The passage of this ordinance on first reading was moved by _____, seconded
359 by _____ and upon being put to a vote, the vote was as follows:

- 360 Mayor Betty Resch
- 361 Vice Mayor Herman Robinson
- 362 Commissioner Sarah Malega
- 363 Commissioner Christopher McVoy
- 364 Commissioner Kimberly Stokes

365
366
367 The Mayor thereupon declared this ordinance duly passed on first reading on the
368 _____ day of _____, 2021.

369
370
371 The passage of this ordinance on second reading was moved by _____,
372 seconded by _____, and upon being put to a vote, the vote was as follows:

- 373 Mayor Betty Resch
- 374 Vice Mayor Herman Robinson
- 375 Commissioner Sarah Malega
- 376 Commissioner Christopher McVoy
- 377 Commissioner Kimberly Stokes

378
379
380 The Mayor thereupon declared this ordinance duly passed on the _____ day of
381 _____, 2021.

382
383 LAKE WORTH BEACH CITY COMMISSION

384
385
386
387 By: _____
388 Betty Resch, Mayor

389
390 ATTEST:
391
392
393 _____
394 Melissa Ann Coyne, City Clerk



DATE: September 30, 2021

TO: Members of the Planning & Zoning and Historic Resources Preservation Boards

FROM: William Waters, Director Community Sustainability

MEETING: October 5, 2021 & October 13, 2021

SUBJECT: **PZB/HRPB 21-00400001 (Ordinance 2021-09)**: Consideration of an ordinance to Chapter 23 "Land Development Regulations" regarding changes to the development appeal process.

BACKGROUND/ PROPOSAL:

The proposed amendments would modify the appeal process by providing for the appeal of Planning & Zoning Board (PZB) and Historic Resources Preservation Board (HRPB) decisions to the circuit court. Appeals have required legal review standards and process. As such, local governments have been moving towards development appeals being heard by circuit court, as provided by Florida Statutes. The proposed ordinance would modify the development approval appeal process, but would retain the local appeal authority relating to appeals of administrative decisions of the development review official (DRO).

The proposed amendments would modify the following sections of the LDRs in Chapter 23 of the City's Code of Ordinances:

- Article 2, Section 23.2-1 - City Commission
- Article 2, Section 23.2-7 - Historic Resources Preservation Board
- Article 2, Section 23.2-8 – Planning and Zoning Board
- Article 2, Section 23.2-9 – Summary illustration of authority
- Article 2, Section 23.2-15 – Notice Requirements for Public Hearings
- Article 2, Section 23.2-16 - Quasi-judicial Procedures
- Article 2, Section 23.2-17 – Appeals
- Article 2, Section 23.2-27 - Waiver
- Article 2, Section 23.2-29 - Condition Use Permits
- Article 2, Section 23.2-30 -Site Plan Review
- Article 5, Section 23.5-1 - Signs
- Article 5, Section 23.5-4 - Historic Preservation

ANALYSIS:

The proposed amendments will remove the requirement for affected parties and applicants to first appeal to the City Commission prior to circuit court. Circuit courts are the final appellant authority in land development decisions in Florida as provided by Florida Statute. Removal of the requirement to first appeal to the City Commission would allow for applicants and affected parties to go directly to the final appellant authority. Appeals also have specific required legal review standards and procedures, including due process considerations. Florida's circuit courts are

specifically tasked in the Florida Statutes with this type of review. However, the proposed ordinance retains local appeal authority by the appropriate review board for appeals of the decision of the DRO, including appeals of the DRO's interpretation of the land development regulations.

STAFF RECOMMENDATION:

Staff recommends that the Planning and Zoning Board and Historic Resources Preservation Board recommend that the City Commission adopt PZB/HRPB 21-00400001 (Ordinance 2021-09).

POTENTIAL MOTION:

I move to **RECOMMEND/NOT RECOMMEND** TO THE CITY COMMISSION TO ADOPT the proposed LDR text amendments included in 21-00400001 (Ordinance 2021-09).

Attachments

- A. Draft Ordinance 2021-09

EXECUTIVE BRIEF REGULAR MEETING

AGENDA DATE: November 16, 2021

DEPARTMENT: City Commission

TITLE:

Ordinance No. 2021-21 – Second Reading – Ballot language to allow a candidate to concede without forcing a run-off election

SUMMARY:

The ordinance provides a referendum question for the March 8, 2022, General Election to allow a candidate to concede after the General Election without forcing a run-off.

BACKGROUND AND JUSTIFICATION:

The Charter Review Committee submitted recommendations to the City Commission regarding changes to the City's Charter at the October 5, 2021 regular meeting. This recommendation is that a candidate may concede within 48 hours of the certification of the election results thereby doing away with the need for a run-off election and allowing the remaining candidate to be duly elected

In March 2019, four candidates ran for the District 4 Commission seat resulting in a run-off being necessary as no candidate received a majority of the vote. The candidate who had the second greatest number of votes conceded, but because the issue of concession was not addressed in the Charter, the City held the run-off election. Adding an allowance for a concession would prevent a run-off should a candidate concede, avoiding the time and expense of an election.

The ordinance was approved unanimously at the November 2, 2021 regular meeting. An effective date has been added to the ordinance to clarify that this option to concede will be applicable to any run-off candidate in an election after the March 2022 election.

MOTION:

Move to approve/disapprove Ordinance 2021-21 to allow a candidate to concede without forcing a run-off election.

ATTACHMENT(S):

Fiscal Impact Analysis – N/A
Ordinance 2021-21

ORDINANCE NO. 2021-21 OF THE CITY OF LAKE WORTH BEACH, FLORIDA, CALLING FOR A REFERENDUM OF THE QUALIFIED ELECTORS OF THE CITY OF LAKE WORTH BEACH TO BE HELD ON MARCH 8, 2022, AS TO WHETHER SECTION 4 OF ARTICLE V OF THE CITY OF LAKE WORTH BEACH CHARTER SHALL BE AMENDED TO PROVIDE A CANDIDATE WHO QUALIFIES FOR A RUN-OFF ELECTION THE OPTION OF CONCEDING THE RUN-OFF ELECTION WITHIN A TIME CERTAIN; PROVIDING FOR NOTICE AND ADVERTISING OF THE REFERENDUM; PROVIDING FOR REFERENDUM CANVASSING; PROVIDING FOR SEVERABILITY, CODIFICATION, REPEAL OF ALL CONFLICTING LAWS AND AN EFFECTIVE DATE

WHEREAS, a Charter for the City of Lake Worth Beach, Florida (the "City") was created and adopted pursuant to the Constitution and applicable laws of the State of Florida; and

WHEREAS, pursuant to section 166.021, Florida Statutes, the City has the governmental, corporate and proprietary powers to enable it to conduct municipal government; and

WHEREAS, pursuant to section 166.021(4), Florida Statutes, the City Charter may be amended through the City's exercise of its authority, including the amendment of those portions of its Charter which require a referendum, provided that a majority of the electors in a referendum affirmatively vote to amend the Charter; and

WHEREAS, section 166.031, Florida Statutes, authorizes the governing body of a municipality to submit proposed amendments to the Charter of the municipality in the form of an ordinance to the electors of the municipality; and

WHEREAS, Article V, Section 4 of the City's Charter currently provides for run-off elections between the candidates who received the greatest number of votes in the election for such office when no candidate receives the majority of the votes cast; and

WHEREAS, the City desires to provide candidates who qualify for a run-off election the option to concede the run-off election within 48 hours of the certification of the election results thereby doing away with the need for a run-off election and allowing the remaining candidate to be duly elected; and

WHEREAS, the City Commission deems it to be in the best interests of the City and serving a valid public purpose to conduct a referendum (the "Referendum") on the question of whether Article V, Section 4 of the Charter of the City of Lake Worth Beach be amended to provide that a candidate who qualifies for a run-off election is authorized to concede the run-off election within 48 hours of the certification of the election results thereby doing away with the need for a run-off election and allowing the remaining candidate to be duly elected.

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

Section 1. Findings adopted. The findings of the Commission set forth in the foregoing recitals are hereby adopted as true and correct statements and specifically made a part of this ordinance.

Section 2. Referendum declared. A referendum is hereby called for and shall be held in the City on the 8th day of March, 2022, to determine whether or not a majority of the electors voting in the Referendum support the proposed amendment to the City Charter, as shown in Sections 6 and 7 of this ordinance.

Section 3. Ballot title. The ballot title which is the subject of this Referendum, and by which the proposed Charter Amendment is to be commonly referred to or spoken of, shall be captioned as “**Option of Candidate to Concede Run-Off Election.**”

Section 4. Conduct of Referendum. The City shall determine the polling locations or places in coordination with the Palm Beach County Supervisor of Elections, and all qualified electors of the City of Lake Worth Beach, Florida who vote in the Referendum shall vote at those designated polling places. The polls shall be opened on the date of the Referendum on the proposed City of Lake Worth Beach, Florida Charter Amendment from 7:00 a.m. until 7:00 p.m. on the same day. Only the duly qualified electors of the City of Lake Worth Beach, Florida shall be permitted to vote on this Referendum question.

Section 5. Notice and advertising of the Referendum. The City Clerk shall prepare and give notice of the proposed Charter Amendment by causing appropriate notice to be published in accordance with the provisions of Section 100.342, Florida Statutes, which provides for at least one publication each week during the third and fifth weeks preceding the week in which the Referendum to consider the proposed Charter Amendment is to be held. The publications shall be placed in a newspaper of general circulation in the City. The City Clerk shall secure from the publisher of the newspaper, an appropriate affidavit of proof that the statutorily required Referendum notices have been duly published, as herein set forth and these two affidavits shall be part of the record of the City Commission.

Section 6. Ballot summary. The ballot summary of the proposed Charter amendment shall be:

SHALL THE CITY OF LAKE WORTH BEACH AMEND ITS CHARTER AT ARTICLE V, SECTION 4 TO PROVIDE THAT A CANDIDATE WHO QUALIFIES FOR A RUN-OFF ELECTION IS AUTHORIZED TO CONCEDE THE RUN-OFF ELECTION WITHIN 48 HOURS OF THE CERTIFICATION OF THE ELECTION RESULTS THEREBY DOING AWAY WITH THE NEED FOR A RUN-OFF ELECTION AND ALLOWING THE REMAINING CANDIDATE TO BE DULY ELECTED?

YES _____

NO _____

Section 7. Charter amendment. In the event that the majority of electors of the City voting in the Referendum vote affirmatively to amend Article V, Section 4 of the City Charter, then said Article and Section shall be amended to read as follows:

ARTICLE V. QUALIFICATIONS AND ELECTIONS

* * *

Sec. 4. – General, special and run-off elections.

Whenever a general or a special election is held to fill any elective office in the city, the candidate receiving a majority of the votes cast at such election to fill such office shall be declared to be duly elected; provided that in the event no candidate for a particular elective office shall receive a majority of the votes cast at such election to fill such office, then a run-off election shall be held two (2) weeks after the original election to elect a candidate to fill such office; provided further that in such event only the names of the two (2) candidates having received the greatest number of votes in the election for such office shall be submitted to the electors and the one receiving the majority number of votes in such run-off election shall be declared to be duly elected to such office; provided further, that should two (2) or more candidates receive an equal number of votes to any such office, so that it cannot be determined which two (2) had received the greatest and the next greatest number of votes, then the names of all such candidates shall be submitted at the run-off election and the candidate receiving the greatest number of votes at such election shall be declared elected to such office, regardless of whether such candidate received a majority of the votes cast to fill such office at such run-off election. A candidate who qualifies for a run-off election is authorized to concede the run-off election within forty-eight (48) hours of the certification of the election results. If only two candidates qualify for a run-off election and one of the candidates timely concedes the run-off election, such run-off election will be cancelled and the remaining candidate will be declared to be duly elected. The option to concede shall be applicable to any run-off candidate in an election after the March 2022 election.

Section 8. Canvassing. The election returns of the Referendum shall be canvassed in the manner provided by law, and the returns shall be certified to the City Commission, which shall declare the result thereof. Upon canvassing the returns of the Referendum, the result of the Referendum shall be recorded in the minutes of the City Commission in the manner prescribed by law.

Section 9. Severability. If any section or portion of this ordinance, or the application thereof to any person or circumstances, is held invalid by a court of competent jurisdiction, such decision shall not affect the validity of the remainder of the ordinance which can be given effect without the invalid provision or application, and to this end the provisions of this ordinance are declared severable.

Section 10. Codification. The provision of this ordinance, as set out in Section 7 of this ordinance, shall become and be made part of the Charter of the City of Lake Worth Beach, Florida.

Section 11. Repeal of laws in conflict. All ordinances or parts of ordinances and resolutions or parts of resolutions of the City of Lake Worth Beach, Florida, that are in conflict with any provisions of this ordinance are hereby repealed to the extent of such conflict.

Section 12. Effective date. This ordinance shall become effective ten (10) days after passage.

The passage of this ordinance on first reading was moved by Commissioner Malega, seconded by Commissioner Stokes, and upon being put to a vote, the vote was as follows:

Mayor Betty Resch	AYE
Vice Mayor Herman Robinson	AYE
Commissioner Sarah Malega	AYE
Commissioner Christopher McVoy	AYE
Commissioner Kim Stokes	AYE

The Mayor thereupon declared this ordinance duly passed on first reading on the 2nd day of November, 2021.

The passage of this ordinance on second reading was moved by _____, 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 the _____ day of _____, 2021.

LAKE WORTH BEACH CITY COMMISSION

By: _____
Betty Resch, Mayor

ATTEST:

Melissa Coyne, City Clerk

EXECUTIVE BRIEF REGULAR MEETING

AGENDA DATE: November 16, 2021

DEPARTMENT: City Commission

TITLE:

Ordinance No. 2021-22 – Second Reading – Ballot language for changing to single-member district voting, with the mayor remaining at-large

SUMMARY:

The ordinance provides a referendum question for the March 8, 2022, General Election to change to single-member voting by district with the mayor remaining at-large.

BACKGROUND AND JUSTIFICATION:

The Charter Review Committee submitted recommendations to the City Commission regarding possible ballot questions at the October 5, 2021 regular meeting. The committee members recommended changing the voting from at-large for all commission seats to single-member voting so that voters would only cast a ballot for the commissioner in their district. Voting for the mayor would remain at large with all voters voting for the mayor and the commissioners would continue to represent and act for the benefit of all residents.

According to Article III – Legislative, Section 1 – City commission; powers and composition of the Charter, the five (5) commission members shall be elected by the electors of the city-at-large. The Charter Review Committee members felt that changing to single-member voting by district would encourage more voters to turn out to vote for the representative for their district; currently the districts with larger voter turn out impact who is elected in other districts.

The Commission gave consensus to move forward with a ballot question regarding single-member district voting at the October 19, 2021 regular meeting.

MOTION:

Move to approve/disapprove Ordinance 2021-22 on second reading changing to single-member district voting, with the mayor remaining at large.

ATTACHMENT(S):

Fiscal Impact Analysis – N/A
Ordinance 2021-22

ORDINANCE NO. 2021-22 OF THE CITY OF LAKE WORTH BEACH, FLORIDA, CALLING FOR A REFERENDUM OF THE QUALIFIED ELECTORS OF THE CITY OF LAKE WORTH BEACH TO BE HELD ON MARCH 8, 2022, AS TO WHETHER SECTION 1 OF ARTICLE III OF THE CITY OF LAKE WORTH BEACH CHARTER SHALL BE AMENDED TO PROVIDE FOR SINGLE-MEMBER DISTRICT VOTING WHEREIN EACH COMMISSIONER SHALL BE ELECTED BY THE ELECTORS RESIDING IN HIS OR HER OWN DISTRICT AND WITH THE MAYOR CONTINUING TO BE ELECTED BY THE ELECTORS OF THE CITY-AT-LARGE; PROVIDING FOR NOTICE AND ADVERTISING OF THE REFERENDUM; PROVIDING FOR REFERENDUM CANVASSING; PROVIDING FOR SEVERABILITY, CODIFICATION, REPEAL OF ALL CONFLICTING LAWS AND AN EFFECTIVE DATE

WHEREAS, a Charter for the City of Lake Worth Beach, Florida (the "City") was created and adopted pursuant to the Constitution and applicable laws of the State of Florida; and

WHEREAS, pursuant to section 166.021, Florida Statutes, the City has the governmental, corporate and proprietary powers to enable it to conduct municipal government; and

WHEREAS, pursuant to section 166.021(4), Florida Statutes, the City Charter may be amended through the City's exercise of its authority, including the amendment of those portions of its Charter which require a referendum, provided that a majority of the electors in a referendum affirmatively vote to amend the Charter; and

WHEREAS, section 166.031, Florida Statutes, authorizes the governing body of a municipality to submit proposed amendments to the Charter of the municipality in the form of an ordinance to the electors of the municipality; and

WHEREAS, Article III, Section 1 of the City's Charter currently provides that each district of the city will be represented by one city commissioner who resides within such district and that all city commissioners and the mayor will be elected by the electors of the city-at-large; and

WHEREAS, the City desires to institute single-member district voting wherein each city commissioner will be elected by the electors of the district in which each commissioner resides instead of being elected by the electors of the city-at-large; and

WHEREAS, the City Commission deems it to be in the best interests of the City and serving a valid public purpose to conduct a referendum (the "Referendum") on the question of whether Article III, Section 1 of the Charter of the City of Lake Worth Beach

be amended to provide for single-member district voting wherein each commissioner shall be elected by the electors residing in his or her own district and continue to serve the entire City and with the mayor continuing to be elected by the electors of the city-at-large.

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

Section 1. Findings adopted. The findings of the Commission set forth in the foregoing recitals are hereby adopted as true and correct statements and specifically made a part of this ordinance.

Section 2. Referendum declared. A referendum is hereby called for and shall be held in the City on the 8th day of March, 2022, to determine whether or not a majority of the electors voting in the Referendum support the proposed amendment to the City Charter, as shown in Sections 6 and 7 of this ordinance.

Section 3. Ballot title. The ballot title which is the subject of this Referendum, and by which the proposed Charter Amendment is to be commonly referred to or spoken of, shall be captioned as “**Single-Member District Voting for City Commissioners.**”

Section 4. Conduct of Referendum. The City shall determine the polling locations or places in coordination with the Palm Beach County Supervisor of Elections, and all qualified electors of the City of Lake Worth Beach, Florida who vote in the Referendum shall vote at those designated polling places. The polls shall be opened on the date of the Referendum on the proposed City of Lake Worth Beach, Florida Charter Amendment from 7:00 a.m. until 7:00 p.m. on the same day. Only the duly qualified electors of the City of Lake Worth Beach, Florida shall be permitted to vote on this Referendum question.

Section 5. Notice and advertising of the Referendum. The City Clerk shall prepare and give notice of the proposed Charter Amendment by causing appropriate notice to be published in accordance with the provisions of Section 100.342, Florida Statutes, which provides for at least one publication each week during the third and fifth weeks preceding the week in which the Referendum to consider the proposed Charter Amendment is to be held. The publications shall be placed in a newspaper of general circulation in the City. The City Clerk shall secure from the publisher of the newspaper, an appropriate affidavit of proof that the statutorily required Referendum notices have been duly published, as herein set forth and these two affidavits shall be part of the record of the City Commission.

Section 6. Ballot summary. The ballot summary of the proposed Charter amendment shall be:

SHALL THE CITY OF LAKE WORTH BEACH AMEND ITS CHARTER AT ARTICLE III, SECTION 1 TO PROVIDE FOR SINGLE-MEMBER DISTRICT VOTING WHEREIN EACH COMMISSIONER SHALL BE ELECTED BY THE VOTERS RESIDING IN HIS OR HER OWN DISTRICT, AND WILL CONTINUE TO REPRESENT THE ENTIRE CITY AND WITH

THE MAYOR CONTINUING TO BE ELECTED BY THE VOTERS OF THE CITY-AT-LARGE?

YES _____

NO _____

Section 7. Charter amendment. In the event that the majority of electors of the City voting in the Referendum vote affirmatively to amend Article III, Section 1 of the City Charter, then said Article and Section shall be amended to read as follows:

ARTICLE III. LEGISLATIVE

* * *

Sec. 1. – City commission; powers and composition.

There shall be a city commission, with all legislative powers of the city vested therein, consisting of five (5) members who shall be electors of the city, ~~and who shall be elected by the electors of the city-at-large.~~ Each commissioner shall reside in one of the single-member districts established, and only one commissioner may reside in each district, except for the mayor who shall reside within the city. Candidates of the commission shall reside in the district from which they seek to be elected. Members of the commission shall reside in the district from which they were elected. Each commissioner shall be elected by the electors of the single-member district in which the commissioner resides, and will continue to represent the entire city. The mayor shall be elected by the electors of the city-at-large.

Section 8. Canvassing. The election returns of the Referendum shall be canvassed in the manner provided by law, and the returns shall be certified to the City Commission, which shall declare the result thereof. Upon canvassing the returns of the Referendum, the result of the Referendum shall be recorded in the minutes of the City Commission in the manner prescribed by law.

Section 9. Severability. If any section or portion of this ordinance, or the application thereof to any person or circumstances, is held invalid by a court of competent jurisdiction, such decision shall not affect the validity of the remainder of the ordinance which can be given effect without the invalid provision or application, and to this end the provisions of this ordinance are declared severable.

Section 10. Codification. The provision of this ordinance, as set out in Section 7 of this ordinance, shall become and be made part of the Charter of the City of Lake Worth Beach, Florida.

Section 11. Repeal of laws in conflict. All ordinances or parts of ordinances and resolutions or parts of resolutions of the City of Lake Worth Beach, Florida, that are in conflict with any provisions of this ordinance are hereby repealed to the extent of such

conflict.

Section 12. Effective date. This ordinance shall become effective ten (10) days after passage.

The passage of this ordinance on first reading was moved by Commissioner Malega, seconded by Commissioner Stokes, and upon being put to a vote, the vote was as follows:

Mayor Betty Resch	AYE
Vice Mayor Herman Robinson	AYE
Commissioner Sarah Malega	AYE
Commissioner Christopher McVoy	AYE
Commissioner Kim Stokes	AYE

The Mayor thereupon declared this ordinance duly passed on first reading on the 2nd day of November, 2021.

The passage of this ordinance on second reading was moved by _____, 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 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: November 16, 2021

DEPARTMENT: City Commission

TITLE:

Ordinance No. 2021-24 – Second Reading – Ballot language regarding the filling of commission vacancies

SUMMARY:

The ordinance provides a referendum question for the March 8, 2022, General Election specifying a time line to fill a commission vacancy that occurs less than six (6) months before the next General Election.

BACKGROUND AND JUSTIFICATION:

The City Commission discussed possible changes to the City's Charter at the October 5, 2021 regular meeting and gave consensus to move forward with a ballot question regarding the filling of candidate vacancies at the October 19, 2021 regular meeting.

According to Article III – Legislative, Section 5 – Vacancies; forfeiture of office; filling of vacancies – (c) (1) Filling of vacancies in the City's Charter, a commission vacancy occurring less than six (6) months before the next regular city election shall be filled by the commissioner or mayor being chosen and appointed by a majority vote of the remaining members to serve until a newly elected commissioner or mayor is qualified. The City Commission proposed setting the timing to fill such a vacancy occur no later than 24 hours prior to the beginning of the City's qualifying period.

The ordinance was approved unanimously at the November 2, 2021 regular meeting.

MOTION:

Move to approve/disapprove Ordinance 2021-24 regarding the filling of commission vacancies.

ATTACHMENT(S):

Fiscal Impact Analysis – N/A
Ordinance 2021-24

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ORDINANCE NO. 2021-24 OF THE CITY OF LAKE WORTH BEACH, FLORIDA, CALLING FOR A REFERENDUM OF THE QUALIFIED ELECTORS OF THE CITY OF LAKE WORTH BEACH TO BE HELD ON MARCH 8, 2022, AS TO WHETHER SECTION 5 OF ARTICLE III OF THE CITY OF LAKE WORTH BEACH CHARTER SHALL BE AMENDED TO PROVIDE THAT A VACANCY ON THE CITY COMMISSION, WHEN THERE ARE LESS THAN SIX MONTHS REMAINING IN THE UNEXPIRED TERM OR LESS THAN SIX MONTHS BEFORE THE NEXT REGULAR CITY ELECTION, SHALL BE FILLED BY THE REMAINING MEMBERS NO LATER THAN 24 HOURS PRIOR TO THE OPENING OF THE QUALIFYING PERIOD; PROVIDING FOR NOTICE AND ADVERTISING OF THE REFERENDUM; PROVIDING FOR REFERENDUM CANVASSING; PROVIDING FOR SEVERABILITY, CODIFICATION, REPEAL OF ALL CONFLICTING LAWS AND AN EFFECTIVE DATE

WHEREAS, a Charter for the City of Lake Worth Beach, Florida (the "City") was created and adopted pursuant to the Constitution and applicable laws of the State of Florida; and

WHEREAS, pursuant to section 166.021, Florida Statutes, the City has the governmental, corporate and proprietary powers to enable it to conduct municipal government; and

WHEREAS, pursuant to section 166.021(4), Florida Statutes, the City Charter may be amended through the City's exercise of its authority, including the amendment of those portions of its Charter which require a referendum, provided that a majority of the electors in a referendum affirmatively vote to amend the Charter; and

WHEREAS, section 166.031, Florida Statutes, authorizes the governing body of a municipality to submit proposed amendments to the Charter of the municipality in the form of an ordinance to the electors of the municipality; and

WHEREAS, Article III, Section 5 of the City's Charter currently provides that when there is a vacancy on the city commission and there is less than six (6) months remaining in the unexpired term or when there are less than six (6) months before the next regular city election, the city commission, by a majority vote of the remaining members, are required to appoint a successor to serve until a newly elected commissioner or mayor is qualified; and

WHEREAS, there is no time limitation on when this appointment should be made by the remaining members of the commission; and

48 WHEREAS, the City Commission wishes to include a deadline on the appointment
49 of successors to fill a vacancy on the commission under these particular circumstances;
50 and

51 WHEREAS, the City Commission deems it to be in the best interests of the City
52 and serving a valid public purpose to conduct a referendum (the "Referendum") on the
53 question of whether Article III, Section 5 of the Charter of the City of Lake Worth Beach
54 be amended to provide that a vacancy on the city commission, when there are less than
55 six (6) months remaining in the unexpired term or less than six (6) months before the next
56 regular city election, shall be filled by the remaining members of the commission no later
57 than twenty-four (24) hours prior to the opening of the qualifying period for the next city
58 election.

59
60 NOW, THEREFORE, BE IT ORDAINED BY THE CITY COMMISSION OF LAKE
61 WORTH BEACH, FLORIDA:

62
63 Section 1. Findings adopted. The findings of the Commission set forth in the foregoing
64 recitals are hereby adopted as true and correct statements and specifically made a part
65 of this ordinance.

66
67 Section 2. Referendum declared. A referendum is hereby called for and shall be held
68 in the City on the 8th day of March, 2022, to determine whether or not a majority of the
69 electors voting in the Referendum support the proposed amendment to the City Charter,
70 as shown in Sections 6 and 7 of this ordinance.

71
72 Section 3. Ballot title. The ballot title which is the subject of this Referendum, and by
73 which the proposed Charter Amendment is to be commonly referred to or spoken of, shall
74 be captioned as "**Deadline for Appointment of Successor to Fill Vacancy on City
75 Commission.**"

76
77 Section 4. Conduct of Referendum. The City shall determine the polling locations or
78 places in coordination with the Palm Beach County Supervisor of Elections, and all
79 qualified electors of the City of Lake Worth Beach, Florida who vote in the Referendum
80 shall vote at those designated polling places. The polls shall be opened on the date of
81 the Referendum on the proposed City of Lake Worth Beach, Florida Charter Amendment
82 from 7:00 a.m. until 7:00 p.m. on the same day. Only the duly qualified electors of the
83 City of Lake Worth Beach, Florida shall be permitted to vote on this Referendum question.

84
85 Section 5. Notice and advertising of the Referendum. The City Clerk shall prepare and
86 give notice of the proposed Charter Amendment by causing appropriate notice to be
87 published in accordance with the provisions of Section 100.342, Florida Statutes, which
88 provides for at least one publication each week during the third and fifth weeks preceding
89 the week in which the Referendum to consider the proposed Charter Amendment is to be
90 held. The publications shall be placed in a newspaper of general circulation in the City.
91 The City Clerk shall secure from the publisher of the newspaper, an appropriate affidavit
92 of proof that the statutorily required Referendum notices have been duly published, as
93 herein set forth and these two affidavits shall be part of the record of the City Commission.

94
95 Section 6. Ballot summary. The ballot summary of the proposed Charter amendment
96 shall be:

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SHALL THE CITY OF LAKE WORTH BEACH AMEND ITS CHARTER AT ARTICLE III, SECTION 5 TO PROVIDE THAT WHEN THE CITY COMMISSION IS REQUIRED TO FILL A VACANCY ON THE COMMISSION BY APPOINTMENT, SUCH APPOINTMENT SHALL BE MADE BY THE REMAINING MEMBERS OF THE COMMISSION NO LATER THAN 24 HOURS PRIOR TO THE OPENING OF THE QUALIFYING PERIOD FOR THE NEXT CITY ELECTION?

YES _____

NO _____

Section 7. Charter amendment. In the event that the majority of electors of the City voting in the Referendum vote affirmatively to amend Article III, Section 5 of the City Charter, then said Article and Section shall be amended to read as follows:

ARTICLE III. LEGISLATIVE

* * *

Sec. 5. – Vacancies; forfeiture of office; filling of vacancies.

(a) *Vacancies.* The office of the mayor or of a commissioner shall become vacant upon the death, resignation, removal from office in any manner authorized by law, or forfeiture of such office by a member; such vacancy to be declared by the remaining members of the commission.

(b) *Forfeiture of office or candidacy.* The mayor or a commissioner shall forfeit such office or candidacy if lacking at any time during a term of office or candidacy any qualification for the office prescribed by this charter or by law.

(c) *Filling of vacancies.* A vacancy of the city commission shall be filled in one of the following ways:

(1) If there are less than six (6) months remaining in the unexpired term or if there are less than six (6) months before the next regular city election, the city commission by a majority vote of the remaining members shall choose and appoint a successor to serve until a newly elected commissioner or mayor is qualified. Such appointment shall be made no later than twenty-four (24) hours prior to the opening of the qualifying period for the next city election. If a vacancy occurs after the opening of the qualifying period for the next city election, then this deadline will not apply.

(2) If there are more than six (6) months remaining in the unexpired term and no general city election is scheduled within six (6) months, the city commission shall fill the vacancy by a special election to be held no more than sixty (60) days following the occurrence of the vacancy. If a run-off election is necessary, it shall be scheduled two (2) weeks after the special election.

142 (d) *Extraordinary vacancies*. In the event that three (3) or more members of the city
143 commission are removed by death, disability, the law, or forfeiture of office, the governor
144 shall appoint an interim commission that shall call a special election as provided in (c)(2)
145 above and such election shall be held in the same manner as the first election under
146 this charter.

147
148 Section 8. Canvassing. The election returns of the Referendum shall be canvassed in
149 the manner provided by law, and the returns shall be certified to the City Commission,
150 which shall declare the result thereof. Upon canvassing the returns of the Referendum,
151 the result of the Referendum shall be recorded in the minutes of the City Commission in
152 the manner prescribed by law.

153
154 Section 9. Severability. If any section or portion of this ordinance, or the application
155 thereof to any person or circumstances, is held invalid by a court of competent jurisdiction,
156 such decision shall not affect the validity of the remainder of the ordinance which can be
157 given effect without the invalid provision or application, and to this end the provisions of
158 this ordinance are declared severable.

159
160 Section 10. Codification. The provision of this ordinance, as set out in Section 7 of this
161 ordinance, shall become and be made part of the Charter of the City of Lake Worth Beach,
162 Florida.

163
164 Section 11. Repeal of laws in conflict. All ordinances or parts of ordinances and
165 resolutions or parts of resolutions of the City of Lake Worth Beach, Florida, that are in
166 conflict with any provisions of this ordinance are hereby repealed to the extent of such
167 conflict.

168
169 Section 12. Effective date. This ordinance shall become effective ten (10) days after
170 passage.

171
172
173 The passage of this ordinance on first reading was moved by Commissioner
174 Stokes, seconded by Commissioner McVoy, and upon being put to a vote, the vote was
175 as follows:

176		
177	Mayor Betty Resch	AYE
178	Vice Mayor Herman Robinson	AYE
179	Commissioner Sarah Malega	AYE
180	Commissioner Christopher McVoy	AYE
181	Commissioner Kimberly Stokes	AYE

182
183
184 The Mayor thereupon declared this ordinance duly passed on first reading on the
185 2nd day of November, 2021.

186
187
188 The passage of this ordinance on second reading was moved by
189 _____, seconded by _____, and upon being put to a vote,

190 the vote was as follows:

- 191
- 192 Mayor Betty Resch
- 193 Vice Mayor Herman Robinson
- 194 Commissioner Sarah Malega
- 195 Commissioner Christopher McVoy
- 196 Commissioner Kim Stokes

197

198

199 The Mayor thereupon declared this ordinance duly passed on the _____ day of

200 _____, 2021.

202 LAKE WORTH BEACH CITY COMMISSION

203

204

205 By: _____

206 Betty Resch, Mayor

207

208 ATTEST:

209

210

211 _____

212 Melissa Ann Coyne, City Clerk

213



TRAFFIC CALMING POLICY

DRAFT





CITY OF LAKE WORTH BEACH - TRAFFIC CALMING POLICY

The scope and purpose of this policy is to establish:

- 1) The objectives and general application of traffic calming within the City of Lake Worth Beach on City owned roadways.
- 2) A predictable annual cycle and orderly process for any request that involves traffic calming funds, regardless of where the request originates, and with clear distinctions between identification of a problem by residents and analysis by Palm Beach County Sheriff's Office traffic monitoring equipment and/or solutions developed by professional consultants/traffic engineers.
- 3) Criteria for the review of traffic calming requests to determine further analysis and validation of significant problems and potential traffic calming measures.
- 4) Procedures to formally evaluate requests, including data collection, traffic calming studies, and neighborhood meetings to select a preferred solution.
- 5) A more equitable ranking procedure, establishing a clear and convincing case to generate a prioritized list of possible traffic calming projects, which can be employed when there are more traffic calming projects proposed than funds available to construct all projects.

This policy neither lists all traffic calming measures, nor attempts to specify which measure would be implemented in certain road or traffic operation scenarios. Proper data shall be utilized by City staff and/or a traffic consultant in certain instances to develop appropriate roadway solutions.

A. OBJECTIVES & GENERAL APPLICATION OF TRAFFIC CALMING

Traffic calming is intended to reduce the impact of motor vehicles on roadways, residents, and road users. In the City of Lake Worth Beach, this means primarily the reduction of motor vehicle speeds. The reduction of motor vehicle traffic volumes on specific roadways is a sensitive issue because of the risk of diverting traffic onto a neighboring road, especially in a City with a traditional roadway grid system. Conversely, some chronic neighborhood traffic problems concern levels of traffic volume on local roadways that some residents may believe is excessive. Typically, a significant portion of the traffic in these cases is considered "through" traffic, because it neither originates from nor is destined to the broader neighborhood. Traffic calming shall be used to reduce the impact of this unwanted traffic.

Collision mitigation might be accomplished by prohibiting the turn movements of a relatively low number of motor vehicles. In these cases, the benefits outweigh other considerations, unless the risk is simply transferred to a neighboring intersection.

Physical Traffic Calming Measures

There is a considerable range of options for traffic calming from enforcement or traffic signs and pavement markings to construction alternatives including speed humps/tables, traffic circles, raised median islands, and bulb-outs/chokers (roadway narrowing). These construction improvements are referred to as "physical" measures in this policy.

Physical traffic calming measures are categorized in two ways:

- 1) Vertical deflection: raising the road by using speed humps or speed tables; and
- 2) Horizontal shift: moving vehicles off a certain alignment from one side or another (e.g. traffic circles).

Generally, physical traffic calming measures are the most effective form of traffic calming available. The use of these measures requires careful application, so that large vehicles can still navigate where needed. Installation of any new speed humps, speed tables, or platforms would be based on City authority to introduce these measures.

Historically, some physical traffic calming has been installed at the request of the residents when responding to neighborhood concerns about illegal, threatening, or socially disruptive driving or other behavior. Such issues will continue to be considered and evaluated on a case-by-case basis.

The City of Lake Worth Beach's roadway network includes designations such as through, collector (major and residential), and industrial. The following are designated per Chapter 21, Sec. 21-15 of the City's Code of Ordinances:

- 1) Lake Avenue – Through Street (Major Collector)
- 2) Lucerne Avenue – Through Street (Major Collector)
- 3) 1st Avenue South (East of the Florida East Coast Railroad) – Collector (Residential)
- 4) 2nd Avenue North – Collector (Residential)
- 5) 4th Avenue South (West of Dixie Highway) – Collector (Residential)
- 6) 6th Avenue South – Through Street (Major Collector)

- 7) 7th Avenue North – Collector (Residential)
- 8) 10th Avenue North – Through Street (Major Collector)
- 9) 13th Avenue North – Collector (Residential)
- 10) Federal Highway – Through Street (Major Collector)
- 11) Boutwell Road – Major Collector
- 12) Detroit Street – Major Collector

*All other City roads are classified as either Residential or Industrial.

The application of physical traffic measures on through streets is particularly sensitive. Some forms of horizontal shift physical traffic calming can be applied to major roads, but even greater care must be taken when high speeds and/or high traffic volumes are concerned. This helps to ensure road users are not placed in greater risk than by the traffic operation condition being mitigated.

Application of Traffic Calming Measures

If the problem submitted in a written traffic calming request to the City's Public Works Department is validated by recent traffic records and subsequent data collection, a traffic calming device may be installed and/or a traffic calming study can be authorized depending on the severity. This traffic calming request should include:

- 1) A description of the project location
- 2) Contact information of the resident/business owner making the request
- 3) The reason for the traffic calming request
- 4) Any supporting documentation

If the request involves an intersection or street portion, neighboring streets and intersections must be considered in view of the traffic calming measures proposed and potential impacts on the immediate neighborhood assessed if a "spill-over" effect is anticipated. In recommending solutions, less costly and restrictive methods of calming should be considered first.

B. ANNUAL CYCLE & PROCESS FOR TRAFFIC CALMING REQUESTS

The steps in a traffic calming request/implementation process are as follows:

- 1) Resident/Business Owner submits a written request to the

City's Public Works Department defining a problem in their neighborhood.

- 2) Staff utilizes recent traffic records, Palm Beach County Sheriff's Office resources, and other acceptable methods to evaluate the written traffic calming request submitted for consideration. Validation of any significant problems will occur at this step.
- 3) Resident/Business Owner collects signatures of support for the traffic calming recommendation from the staff defined traffic calming area. This petition should include both the resident/property owner's name and street address.
- 4) If the request qualifies, staff shall define the traffic calming area and provide a recommendation and/or a traffic calming study can be authorized should funding allow.
- 5) If steps 1-4 have illustrated a need for traffic calming, City staff shall prepare a cost estimate and project priority for review by the City Commission on a biannual basis, who will have final approval or denial of the traffic calming solution.
- 6) If funds are available in the current fiscal year, the project shall be constructed contingent upon on approval. If funds are not available, the project shall be included in the following year's budget.

C. CRITERIA FOR REVIEW OF TRAFFIC CALMING REQUESTS

When written traffic calming requests are submitted to the Public Works Department providing information about observable hazardous conditions and impacts, staff shall review the request along with recent traffic records for the area (collisions, speed, volume) and roadway geometry (lane width, on-street parking, grade, sight distance, driveway locations, etc).

The following criteria are used in the initial staff review of traffic calming requests and validation of significant problems for further analysis and potential implementation:

- 1) Any residential street area; *and*
- 2) To mitigate a documented collision pattern (bike, pedestrian, motor vehicle); *and/or*
- 3) Where the 85th percentile speed profile is greater than 5 mph over the speed limit; *and*
- 4) Where there is a documented problem of a significant or inappropriate number of "through" motor vehicles on the street or in the neighborhood.

The 85th percentile is defined as the speed at or below which 85% of the observed free-flowing vehicles are traveling and is the most common

method utilized in determining roadway speed limits. If there is a good safety record, the speed profile (85th percentile) is within 5 mph of the speed limit, and the traffic volume is appropriate for the street, the applicant will be advised that no further action will be taken.

If this request was not previously denied and review indicates a probable cause for further analysis, Public Works staff shall define a petition area for signature collection by the residents/business owners. When the petition is returned by the person requesting the traffic calming and qualifying support is established from 66% of households/businesses within the defined petition area (51% being actual property owners), evaluation procedures shall be initiated as soon as possible. Original traffic calming requests and petitions can be mailed or delivered in person to the Lake Worth Beach Public Works Department located at 1749 3rd Avenue South, Lake Worth Beach, FL 33460.

D. PROCEDURES TO EVALUATE REQUESTS FOR TRAFFIC CALMING

Data collection is conducted by the Palm Beach County Sheriff's Office and/or a traffic engineering firm related to the type and degree of the problem that was defined in the request. This may include raw speeds, vehicle counts, and field surveys to observe conditions. If the data validates the request as a significant problem, staff will define the traffic calming area and provide recommendations and/or a traffic calming study can be authorized.

A cost estimate can then be drafted and presented to the City Commission with a recommendation to utilize current or future funds. Should there be multiple traffic calming requests, project priority must be established (see E).

E. RANKING PROCEDURE & PRIORITIZING TRAFFIC CALMING PROJECTS

A ranking procedure is applied when the evaluation is completed for potential traffic calming projects. The following point system shall be used to prioritize projects. These projects may include both new requests as well as unfunded items from the prior year (due to limited funds to construct physical traffic calming measures) that still qualify for consideration as significant problems.

1) Traffic Speeds (85th percentile)

10 points for each mile per hour the 85th percentile is above the speed limit plus 5 mph. (e.g., if the speed limit is 25 mph and the 85th percentile is 32 miles = 2 X 10 points = 20 points) [Average 85th percentile of two directions]

2) Safety Rating (Collision History)

a. 10 points for each reportable motor vehicle-to-motor vehicle

collision in the past five years which would have been preventable with traffic calming (e.g., if a collision is caused by a drunk driver, it may not be correctable with traffic calming and therefore may not factor into the rating).

- b. 25 points for each reported pedestrian or bicyclist injury or fatality in the last five years that is considered preventable with traffic calming.

3) Crosswalks and Sidewalks

- a. 25 points for each uncontrolled intersection or mid-block crosswalk.
- b. 25 points if there is no sidewalk on a portion of the street in question.

4) Traffic Volume

1 point for each 100 vehicles of average daily traffic above the following thresholds:

- a. 2-way volume on local streets — above 1,000
- b. 1-way volume on local streets — above 500
- c. 2-way volume on collector / arterial streets — above 2,500
- d. 2-way volume on through streets — above 10,000

5) Bus Stops

15 points for each bus stop area

6) Proximity to Designated Community Facilities (schools, recreation centers, senior &/or community centers, senior multi-family housing, medical clinics, parks, libraries, etc.)

25 points for each of these types of institutions within 500 feet of the road section or intersection in question.

7) Bike Facility

25 points if the proposal is on a road containing bike lanes.

8) Driveways (Conflict Points)

1 point for each driveway.

9) Proximity to Traffic Control Devices (signals, stop signs)

10 points if there are no traffic control devices within 400 feet.

10) Proximity to Existing Physical Traffic Calming Measures (speed humps, circles)

25 points if there are no traffic calming measures within 400 feet in any direction.

11) Trial of Less-Restrictive, Non-Physical, Corrective Traffic Calming Measures

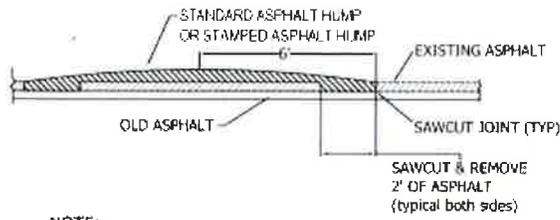
25 points if other methods have been tested already, and proven to be unsuccessful.

F. THE IMPORTANCE OF TRAFFIC CALMING

The City of Lake Worth Beach is a vibrant community and places extreme value in the opinions and recommendations of its residents and business owners. The aforementioned process detailed in this traffic calming policy provides the foundation for sound roadway analysis to result in the safest environment possible for both vehicular and pedestrian traffic within the City. Please direct any traffic calming policy questions to the Public Works Department.

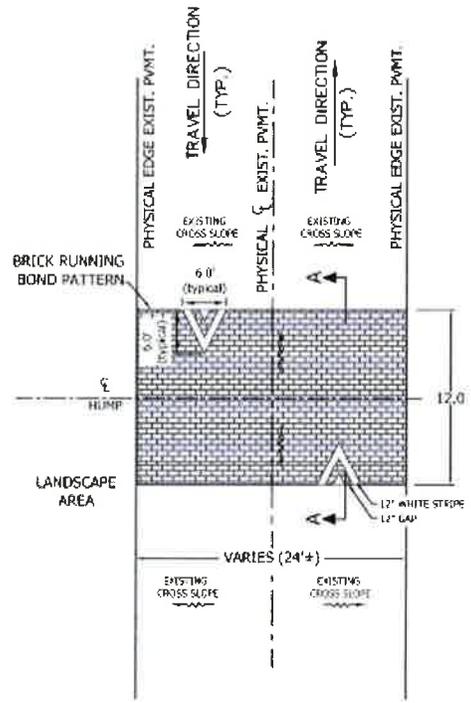
DRAFT

THE FOLLOWING IS LOCATED UNDER THE CONSTRUCTION STANDARDS AND DEVELOPMENT GUIDELINES IN THE PUBLIC WORKS POLICY AND PROCEDURE MANUAL

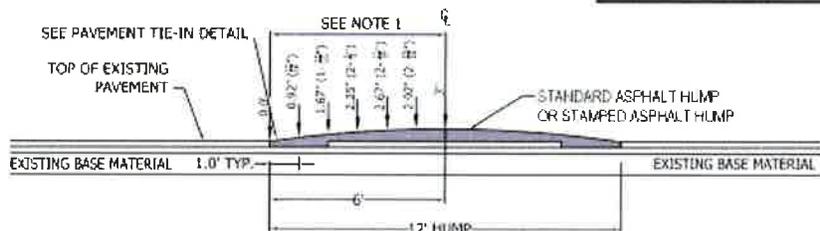


NOTE:
IF EXISTING BASE IS DISTURBED, BASE SHALL BE COMPACTED PRIOR TO PRIME/TACK COAT PLACEMENT.

PAVEMENT TIE-IN DETAIL



STAMPED ASPHALT DETAIL



- HUMP PROFILE NOTES:**
- 1.) THESE DISTANCES SHOWN ARE DIMENSIONED FROM THE FINISHED EXISTING GRADE.
 - 2.) ALL ASPHALT HUMP DIMENSIONS ARE SYMMETRICAL ABOUT CENTERLINE OF HUMP.

SECTION A-A

SECTION A-A NOTES

1. THESE DISTANCES SHOWN ARE DIMENSIONED FROM EXISTING PAVEMENT.
2. ALL ASPHALT HUMP DIMENSIONS ARE SYMMETRICAL ABOUT CENTERLINE OF HUMP.
3. SAWCUT CLEAN, STRAIGHT EDGE AT FOOTER/ASPALT INTERFACE.



CITY OF LAKE WORTH
PUBLIC SERVICES DEPARTMENT

ASPHALT SPEED HUMP

31

EXECUTIVE BRIEF REGULAR MEETING

AGENDA DATE: November 16, 2021

DEPARTMENT: City Manager/Financial
Services

TITLE:

Resolution No. 83-2021 – Fiscal Year 2022 operating budget amendment providing \$50,000 from the American Rescue Plan Act of 2021 Coronavirus State and Local Fiscal Recovery Funds to support a partnership with the Legal Aid Society of PBC, Inc.

SUMMARY:

As part of the American Rescue Plan Act of 2021, the City will be receiving two tranches of Coronavirus State and Local Fiscal Recovery Funds. On September 10, 2021, the first of two tranches in the amount of \$9,647,944 was received. The City Commission approved and ratified a contract for legal aid eviction support with the Legal Aid Society of PBC, Inc. for the benefit of Lake Worth Beach residents using a portion of these funds on September 9, 2021.

BACKGROUND AND JUSTIFICATION:

The Federal Centers for Disease Control and Prevention (CDC) issued an order that went into effect September 4, 2020, which prohibited landlords from evicting tenants for non-payment of rent if the tenant meets certain qualifications. The final extension of this order, expired September 30, 2021. This Order does not relieve any individual of any obligation to pay rent, make a housing payment, or comply with any other obligation that the individual may have under a tenancy, lease, or similar contract. Nothing in the Order precludes the charging or collecting of fees, penalties, or interest as a result of the failure to pay rent or other housing payment on a timely basis, under the terms of any applicable contract.

On September 9, 2021, the City Commission approved to engage in a contract with the Legal Aid Society of PBC, Inc. Legal Aid agrees to provide legal assistance services to eligible Lake Worth Beach tenants experiencing the risk of eviction and/or homelessness.

MOTION:

Move to approve/disapprove Resolution No. 83-2021 – amending the fiscal year 2022 operating budget providing \$50,000 from the American Rescue Plan Act of 2021 Coronavirus State and Local Fiscal Recovery Funds to support a partnership with the Legal Aid Society of PBC, Inc.

ATTACHMENT(S):

Fiscal Impact Analysis
Resolution 83-2021
Exhibit A

1
2
3 RESOLUTION NO. 83-2021, SECOND BUDGET AMENDMENT OF THE CITY
4 OF LAKE WORTH BEACH, A MUNICIPAL CORPORATION OF THE STATE OF
5 FLORIDA, MAKING SEPARATE AND SEVERAL BUDGET AMENDMENTS
6 AND CORRESPONDING APPROPRIATIONS FOR THE CITY'S NECESSARY
7 OPERATING EXPENSES, THE USES AND EXPENSES OF THE VARIOUS
8 FUNDS AND DEPARTMENTS OF THE CITY FOR THE FISCAL YEAR
9 BEGINNING OCTOBER 1, 2021 AND ENDING SEPTEMBER 30, 2022; AND
10 PROVIDING FOR AN EFFECTIVE DATE

11
12 WHEREAS, the City of Lake Worth Beach, Florida (the "City") previously
13 adopted the Fiscal Year (FY) 2021 Annual Operating Budget pursuant to
14 Resolution No. 60-2021 on September 27, 2021;

15 WHEREAS, the City finds it is necessary and essential to amend the FY
16 2022 Annual Operating Budget as set forth in this Resolution; and

17 WHEREAS, adoption of the FY 2022 Annual Operating Budget
18 amendments set forth herein serves a valid public purpose.

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

21
22 Section 1. The above recitals are hereby ratified and confirmed as being true
23 and correct and are hereby incorporated into this Resolution.

24
25 Section 2. As hereinafter stated in this Resolution, the term "fiscal year" shall
26 mean the period of time beginning October 1, 2021, and ending and including
27 September 30, 2022.

28
29 Section 3 The funds and available resources and revenues that are set out
30 and attached as Exhibit "A" and incorporated herein by reference, be, and the
31 same hereby are, appropriated to provide the monies to be used to pay the
32 necessary operating and other expenses of the respective funds and
33 departments of the City for the fiscal year.

34
35 Section 4. The sums, which are set out in Exhibit "A" and herein incorporated
36 by reference, listed as operating and other expenses of the respective funds and
37 departments of the City, be, and the same hereby are, appropriated and shall be
38 paid out of the revenues herein appropriated for the fiscal year.

39
40 Section 5. The revenues and the expenses for which appropriations are
41 hereby made, all set forth above, shall be as set out in the Amended City of Lake
42 Worth Operating Budget for the fiscal year as attached in Exhibit "A".

43
44 Section 6. The sums set out in Exhibit "A" are hereinbefore incorporated by
45 reference and based upon departmental estimates prepared by the City Manager
46 and the Finance Director, shall be, and the same hereby are, fixed and adopted

47 as the amended budget for the operation of the City and its other enterprises for
48 the fiscal year.

49

50 Section 7. Except as amended in Exhibit "A" hereto, the remainder of the FY
51 2022 Annual Operating Budget for the fiscal year remains in full force and effect.

52

53 Section 8. This resolution shall become effective immediately upon passage.

54

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

58

- 59 Mayor Betty Resch
- 60 Vice Mayor Herman Robinson
- 61 Commissioner Sarah Malega
- 62 Commissioner Christopher McVoy
- 63 Commissioner Kimberly Stokes

64

65 The Mayor thereupon declared this resolution duly passed and adopted
66 on the 16th day of November 2021.

67

LAKE WORTH CITY COMMISSION

68

69

70

By: _____
Betty Resch, Mayor

71

72

73

74 ATTEST:

75

76

77

78 _____
Melissa Ann Coyne, City Clerk

79

	Budget 2020	FY 2021 Budget	FY 2022 Budget Adopted	FY 2022 Budget Amend- ment	FY 2022 Budget Amended
<u>Expenditure</u>					
Professional Services/Legal					
Operating Expenditures	-	-	-	50,000	50,000
Total	-	-	-	50,000	50,000

EXECUTIVE BRIEF REGULAR MEETING

AGENDA DATE: November 16, 2021

DEPARTMENT: City Commission

TITLE:

Ordinance No. 2021-20 – First Reading – Ballot language for setting term limits of two consecutive terms for a given seat by referendum on March 8, 2022

SUMMARY:

The ordinance provides a referendum question for the March 8, 2022, General Election to set term limits of two consecutive terms for a given seat.

BACKGROUND AND JUSTIFICATION:

The Charter Review Committee submitted recommendations to the City Commission regarding changes to the City's Charter at the October 5, 2021 regular meeting. The first recommendation was to have term limits of two consecutive terms for a given seat (terms are three years). Should the referendum pass, a Commissioner or the Mayor could only serve for six years and would not be able run again for the same seat in the next election. However, a Commissioner or Mayor could run for a different seat or run again for the same seat after a break.

The ordinance was heard at the November 2, 2021 regular meeting at which time the Commission requested that the ordinance specify the amount of time for which a Commissioner or Mayor would have to sit out before running again. The ordinance clarifies that 23 months would have to elapse before the elected official could run again for the previously held seat. Term limits are not currently addressed in the Charter.

MOTION:

Move to approve/disapprove Ordinance 2021-20 on first reading and set the second reading and public hearing for December 7, 2021.

ATTACHMENT(S):

Fiscal Impact Analysis – N/A
Ordinance 2021-20

ORDINANCE NO. 2021-20 OF THE CITY OF LAKE WORTH BEACH, FLORIDA, CALLING FOR A REFERENDUM OF THE QUALIFIED ELECTORS OF THE CITY OF LAKE WORTH BEACH TO BE HELD ON MARCH 8, 2022, AS TO WHETHER SECTION 2 OF ARTICLE III OF THE CITY OF LAKE WORTH BEACH CHARTER SHALL BE AMENDED TO PROVIDE TERM LIMITS FOR THE POSITIONS OF MAYOR AND COMMISSIONER; PROVIDING FOR NOTICE AND ADVERTISING OF THE REFERENDUM; PROVIDING FOR REFERENDUM CANVASSING; PROVIDING FOR SEVERABILITY, CODIFICATION, REPEAL OF ALL CONFLICTING LAWS AND AN EFFECTIVE DATE

WHEREAS, a Charter for the City of Lake Worth Beach, Florida (the "City") was created and adopted pursuant to the Constitution and applicable laws of the State of Florida; and

WHEREAS, pursuant to section 166.021, Florida Statutes, the City has the governmental, corporate and proprietary powers to enable it to conduct municipal government; and

WHEREAS, pursuant to section 166.021(4), Florida Statutes, the City Charter may be amended through the City's exercise of its authority, including the amendment of those portions of its Charter which require a referendum, provided that a majority of the electors in a referendum affirmatively vote to amend the Charter; and

WHEREAS, section 166.031, Florida Statutes, authorizes the governing body of a municipality to submit proposed amendments to the Charter of the municipality in the form of an ordinance to the electors of the municipality; and

WHEREAS, currently the City's elected officials (i.e., mayor and commissioners) may serve an unlimited number of terms; and

WHEREAS, the City desires to provide for term limits for its elected officials which includes a limit of two (2) consecutive terms for the position of mayor and commissioner; and

WHEREAS, the offices of mayor and commissioner would be considered separate offices for the purpose of such consecutive term limits so that, for instance, an individual could serve two (2) consecutive terms as mayor and then two (2) consecutive terms as commissioner with an overall limit of serving twelve (12) consecutive years as an elected official; and

WHEREAS, the City Commission deems it to be in the best interests of the City and serving a valid public purpose to conduct a referendum (the "Referendum") on the question of whether Article III, Section 2 of the Charter of the City of Lake Worth Beach be amended to provide that no person may serve more than two (2) consecutive terms as mayor or commissioner wherein the offices of mayor and commissioners will be considered separate offices for the purpose of such consecutive term limits and with an overall limit of serving twelve (12) consecutive years as an elected official.

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

Section 1. Findings adopted. The findings of the Commission set forth in the foregoing recitals are hereby adopted as true and correct statements and specifically made a part of this ordinance.

Section 2. Referendum declared. A referendum is hereby called for and shall be held in the City on the 8th day of March, 2022, to determine whether or not a majority of the electors voting in the Referendum support the proposed amendment to the City Charter, as shown in Sections 6 and 7 of this ordinance.

Section 3. Ballot title. The ballot title which is the subject of this Referendum, and by which the proposed Charter Amendment is to be commonly referred to or spoken of, shall be captioned as “**Term Limits for Mayor and Commissioners.**”

Section 4. Conduct of Referendum. The City shall determine the polling locations or places in coordination with the Palm Beach County Supervisor of Elections, and all qualified electors of the City of Lake Worth Beach, Florida who vote in the Referendum shall vote at those designated polling places. The polls shall be opened on the date of the Referendum on the proposed City of Lake Worth Beach, Florida Charter Amendment from 7:00 a.m. until 7:00 p.m. on the same day. Only the duly qualified electors of the City of Lake Worth Beach, Florida shall be permitted to vote on this Referendum question.

Section 5. Notice and advertising of the Referendum. The City Clerk shall prepare and give notice of the proposed Charter Amendment by causing appropriate notice to be published in accordance with the provisions of Section 100.342, Florida Statutes, which provides for at least one publication each week during the third and fifth weeks preceding the week in which the Referendum to consider the proposed Charter Amendment is to be held. The publications shall be placed in a newspaper of general circulation in the City. The City Clerk shall secure from the publisher of the newspaper, an appropriate affidavit of proof that the statutorily required Referendum notices have been duly published, as herein set forth and these two affidavits shall be part of the record of the City Commission.

Section 6. Ballot summary. The ballot summary of the proposed Charter amendment shall be:

SHALL THE CITY OF LAKE WORTH BEACH AMEND ITS CHARTER AT ARTICLE III, SECTION 2 TO PROVIDE THAT NO PERSON MAY SERVE MORE THAN A MAXIMUM OF TWELVE CONSECUTIVE YEARS AS A CITY ELECTED OFFICIAL AND THAT NO PERSON MAY SERVE MORE THAN TWO CONSECUTIVE FULL TERMS AS MAYOR OR COMMISSIONER WHEREIN THE OFFICES OF MAYOR AND COMMISSIONER WILL BE CONSIDERED SEPARATE OFFICES FOR THE PURPOSE OF SUCH CONSECUTIVE TERM LIMITS?

YES _____

NO _____

Section 7. Charter amendment. In the event that the majority of electors of the City voting in the Referendum vote affirmatively to amend Article III, Section 2 of the City Charter, then said Article and Section shall be amended to read as follows:

ARTICLE III. LEGISLATIVE

* * *

Sec. 2. – Election and terms.

On the second Tuesday in March a general election shall be held to elect members of the city commission every three years for Mayor and Commissioners from Districts 1 and 3 beginning in March 2018 and every three years for Commissioners from Districts 2 and 4 beginning in March 2019. The election of members of the city commission, except the mayor, shall be by districts to be known as Districts 1, 2, 3 and 4. The commissioners from Districts 2 and 4 shall be elected to three-year terms. Commissioners from Districts 1 and 3 shall be elected to three-year terms. The mayor shall be elected to a three-year term. No person may serve as mayor for more than two consecutive full terms, and no person may serve as commissioner for more than two consecutive full terms. The offices of mayor and commissioner will be considered separate offices for the purpose of such consecutive term limits. If a person serves two consecutive full terms in the same office, he or she may become eligible to serve in the same office again only after not serving as an elected (or an appointed) official in the city for twenty-three (23) months. Further, no person shall serve more than twelve (12) consecutive years as a city elected official. If a person serves twelve (12) consecutive years as a city elected official, he or she may become eligible to serve again only after not serving as an elected (or an appointed) official in the city for twenty-three (23) months. The term limits and twelve year maximum limit will be applicable to any individual elected to a full term of office on or after the March 2022 election. As used in this section, the term "appointed" means appointed to serve as a commissioner or mayor. The mayor and each commissioner shall serve until a successor has been duly qualified, elected and the election results certified by resolution of the city commission, or upon appointment, by resolution of the city commission. Such resolution shall be considered at the special meeting called to canvass the ballots, and shall be the order of business next following the canvass of ballots. Such special meeting shall be held no later than forty-eight hours after election results are furnished in writing to the city clerk by the supervisor of elections. No meeting shall be called, or business conducted by the city commission, except for emergency matters, after the polls close, until such time as the results of such election are canvassed.

Section 8. Canvassing. The election returns of the Referendum shall be canvassed in the manner provided by law, and the returns shall be certified to the City Commission, which shall declare the result thereof. Upon canvassing the returns of the Referendum, the result of the Referendum shall be recorded in the minutes of the City Commission in the manner prescribed by law.

Section 9. Severability. If any section or portion of this ordinance, or the application thereof to any person or circumstances, is held invalid by a court of competent jurisdiction, such decision shall not affect the validity of the remainder of the ordinance which can be given effect without the invalid provision or application, and to this end the provisions of this ordinance are declared severable.

Section 10. Codification. The provision of this ordinance, as set out in Section 7 of this ordinance, shall become and be made part of the Charter of the City of Lake Worth Beach, Florida.

Section 11. Repeal of laws in conflict. All ordinances or parts of ordinances and resolutions or parts of resolutions of the City of Lake Worth Beach, Florida, that are in conflict with any provisions of this ordinance are hereby repealed to the extent of such conflict.

Section 12. Effective date. This ordinance shall become effective ten (10) days after passage.

The passage of this ordinance on first reading was moved by _____, 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 _____, 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 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: November 16, 2021

DEPARTMENT: Water Utilities

TITLE:

Purchase authorization for Quicklime from Lhoist North America of Alabama, LLC for the Water Treatment Plant

SUMMARY:

Authorization the purchase of Quicklime from Lhoist North America of Alabama LLC, for an amount not to exceed \$153,145.00. This amount is based on an estimated usage for the year of 500 tons at \$306.29 per ton.

BACKGROUND AND JUSTIFICATION:

The City of Lake Worth Beach is a member of a local cooperative purchasing effort, which includes the Cities of Riviera Beach and Boynton Beach. The City of Tamarac is the lead agency on this cooperative bid. As a member of the cooperative purchase the Cities are able to leverage its purchasing power with its neighboring utilities to provide a critical chemical at a price point that would be otherwise unattainable.

Quicklime is a necessary chemical which, when added to the raw water supply, precipitates the coagulation process necessary to remove hardness, color and iron content, as well as other contaminants.

The City of Tamarac bid the purchase in September 2020. Lhoist North America of Alabama, LLC was the lowest responsive bidder. The purchase agreement was authorized to September 23, 2020, by the City of Tamarac on November 01, 2020, with a price of \$306.29 per ton. The original agreement is valid for three (3) years with one (1) additional one (1) year renewal options.

MOTION:

Move to approve/disapprove purchase of quicklime from Lhoist North America of Alabama, LLC, for an amount not to exceed \$153,145.00

ATTACHMENT(S):

Fiscal Impact Analysis
Contract
Pricing

FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2022	2023	2024	2025	2026
Capital Expenditures	0	0	0	0	0
Operating Expenditures	\$153,145	\$153,145	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	 153,145.00	 153,145.00	 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
402-7022-533-52-30	Operating Supplies/Chemicals	N/A	\$504,500	\$457,665.55	-\$153,145	\$304,520.55

AGREEMENT
BETWEEN THE CITY OF TAMARAC
AND
LHOIST NORTH AMERICA OF ALABAMA, LLC

THIS AGREEMENT is made and entered into this 8th day of September, 2010 by and between the City of Tamarac, a municipal corporation with principal offices located at 7525 N.W. 88th Ave., Tamarac, FL 33321 (the "CITY") and Lhoist North America of Alabama, LLC an Alabama Limited Liability corporation duly registered as a Florida Foreign Limited Liability corporation with principal offices located at 5600 Clearfork Main Street, Suite 300, Fort Worth, Texas 76109 (the "Contractor") to Furnish, Deliver and Discharge of Quicklime for the City of Tamarac and participating member of the Southeast Florida Governmental Purchasing Cooperative.

Now therefore, in consideration of the mutual covenants hereinafter set forth, the City and Contractor agree as follows:

1. The Contract Documents

The contract documents consist of this Agreement, Bid Document No. 20-21B, "Furnish, Deliver and Discharge Quicklime", including all conditions therein, (General Terms and Conditions, Special Conditions and/or Special Provisions), drawings, Technical Specifications, all addenda, the Contractor's bid/proposal included herein, and all modifications issued after execution of this Agreement; and Attachment A, which is a schedule of delivered pricing for individual delivery locations. These contract documents form the Agreement, and all are as fully a part of the Agreement as if attached to this Agreement or repeated therein. In the event that there is a conflict between Bid Document No. 20-21B, "Furnish Deliver and Discharge Quicklime", as issued by the City, and the Contractor's Proposal, Bid Document No. 20-21B, as issued by the City shall take precedence over the Contractor's Proposal. Furthermore, in the event of a conflict between this document and any other contract documents, this Agreement shall prevail.

2. The Work

2.1. The Contractor shall perform all work for the City required by the contract documents as set forth below:

2.1.1 Contractor shall furnish all labor, materials, and equipment necessary to Furnish, Deliver and Discharge Quicklime in accordance with the Technical Specifications, terms and conditions contained in Bid Document 20-21B, "Furnish, Deliver and Discharge Quicklime".

2.1.2 Contractor shall supervise the work force to ensure that all workers conduct themselves and perform their work in a safe and professional manner. Contractor shall comply with all OSHA safety rules and regulations in the operation of equipment and in the performance of the work. Contractor shall at all times have a competent field supervisor on the job site to enforce these policies and procedures at the Contractor's expense.

2.1.3 Contractor shall comply with any and all Federal, State, and local laws and regulations now in effect, or hereinafter enacted during the term of this Agreement, which are applicable to the Contractor, its employees, agents or subcontractors, if any, with respect to the work and services described herein.

- 2.1.4 Contractor shall be required to provide a copy of the "Contractor Pass Request Form" (See attached Appendix A to Bid Document No. 20-21B), with photo identification of all personnel authorized to be on premises at City delivery sites.
- 2.1.5 Personnel additions and/or deletions shall be reported to the City's designated representative in writing, via fax to a number to be provided by the using agency, within twenty four (24) hours of the personnel change, by modification of the names submitted on the original Contractor Pass Request Form.
- 2.1.6 All personnel shall check-in with the Security Guard or Operator on duty immediately upon arrival at any delivery location. Photo identification, purpose of visit, and name of City staff contact, shall be required for entry.
- 2.1.7 Contractor shall ensure that only authorized Contractor employees and/or authorized City personnel shall have access to Contractor/City vehicles, work site, equipment, work products, reports, electronic data and any/all other information pertaining to the City. Contractor shall not admit any unauthorized personnel onto any work site. Contractor will not release, discuss or share any information on systems, equipment and/or operations, to any non-City personnel.
- 2.1.8 Upon leaving premises, all personnel shall be required to check out with the Security Guard or Operator on duty.

3. Insurance

- 3.1. Contractor shall obtain at Contractor's expense all necessary insurance in such form and amount as specified in the original bid document or as required by the City's Risk and Safety Manager before beginning work under this Agreement including, but not limited to, Workers' Compensation, Commercial General Liability, Builder's Risk and all other insurance as required by the City, including Professional Liability when appropriate. Contractor shall maintain such insurance in full force and effect during the life of this Agreement. Contractor shall provide to the City's Risk and Safety Manager certificates of all insurances required under this section prior to beginning any work under this Agreement. The Contractor will ensure that all subcontractors comply with the above guidelines and will retain all necessary insurance in force throughout the term of this agreement.
- 3.2. Contractor shall indemnify and hold the City harmless for any damages resulting from failure of the Contractor to take out and maintain such insurance. Contractor's Liability Insurance policies shall be endorsed to add the City as an additional insured; and shall list the City as the Certificate Holder. Contractor shall be responsible for payment of all deductibles and self-insurance retentions on Contractor's Liability Insurance policies. Insurance limits are outlined below:
 - o General Liability - \$1M per occ. / \$2M aggregate
 - o Automobile – \$1M per occ. / \$1M aggregate
 - o Workers Comp – Statutory
- 3.3 Contractor shall at a minimum, provide the level of coverage provided for in Section 3.2 of this Agreement to any other organization in the Southeast Florida Governmental Purchasing Cooperative, and shall provide those agencies with their own Certificate of Insurance to validate coverage for their entity.

4. Term

The term of this Agreement shall be for an initial three (3) year period, beginning November 1, 2020 through October 31, 2023. The City reserves the right to renew this Agreement for three (3) additional one (1) years periods subject to the Contractor's acceptance, satisfactory performance, and determination that renewal will be in the best interest of the City.

5. Contract Sum

The Contract Sum for the above work for entities listed in Attachment A (UNIT PRICING PROVIDED IN BID) herein, shall be based on delivered cost per ton. The Contract sum includes all labor, materials and freight charges for the job also known as Bid No. 20-21B, "Furnish, Deliver, and Discharge Quicklime" for the Southeast Florida Government Purchasing Cooperative entities listed in Attachment A. All Terms and Conditions, except product price, freight, transfer, and rail and truck fuel surcharges shall remain firm through the term of the contract, Pricing shown in Attachment A, shall be firm for the initial contract period from November 1, 2020 through December 31, 2020, Pricing changes will thereafter be allowable on a quarterly basis in accordance with Section 5.3, "Escalation / De-escalation" shown herein beginning on January 1, 2021.

5.1 Contract Pricing shall be based on delivered cost per ton. The Contract sum includes all labor, materials and freight charges pricing shall be firm for the initial contract period from November 1, 2020 through December 31, 2020. Pricing changes will thereafter be allowable on a quarterly basis in accordance with Section 5.3, "Escalation / De-escalation" shown herein beginning on January 1, 2021.

5.2 In consideration of fluctuations in fuel prices, the City will allow rail and trucking fuel surcharges during the term of the contract.

5.2.2 Rail Surcharge – The rail fuel surcharge rate will be based on actual contracts, invoices or published rates of the contractor's rail carrier. Contractor shall provide documentation regarding the rail carrier's pricing as a part of the request for an adjustment to the rail surcharge. No surcharge will be applied on top of another one. The Bidder should provide a rail fuel surcharge schedule as part of their bid submittal in the area provided in Attachment B herein.

5.2.3 Trucking Surcharge - The truck fuel surcharge rate will be based on the Trucking Fuel Surcharge Scale contained in Attachment B herein, which shall be determined by referencing the Retail On-Highway Diesel Price – U.S. Average, as published by the U.S. Department of Energy, Energy Information Administration (DOE) for the third Monday of the final month of each quarter. The truck fuel surcharge will be applied to the base contract price per ton of quicklime transported effective with the start of the next quarter. No surcharge will be applied on top of another one. The Contractor shall utilize the trucking fuel surcharge scale included in Attachment B as a basis for adjustment, and surcharge adjustments will be based on that scale. The DOE Retail On-Highway Diesel Price – US Average index may be found at: http://tonto.eia.doe.gov/oog/info/wohdp/diesel_detail_report_combined.asp

5.3 Escalation/De-escalation:

5.3.1 The City will accept price adjustments on a quarterly basis on January 1st, April 1st, July 1st and October 1st of each year. The Contractor must submit sufficient documentation to be given consideration for a price increase; and must pass-on a price decrease when the Contractor's costs are reduced. Approved documentation includes, but is not limited to published U.S. Department of Energy (DOE) reports on coal costs, Platt's Coal Index, U.S. Bureau of Labor Statistics (BLS) reports on Producer Price Index (PPI) for all commodities, U.S. Energy Information Administration WTI publications on spot crude oil prices, BLS Electric Power Generation, Transmission and Distribution Index, BLS Crushed and Broken Limestone Index, BLS mining Machinery and Equipment Index; and copies of vendor monthly internal cost reports and/or actual invoices.

5.3.2 Rail and Truck freight charges and changes for transfer costs require written

verification from vendor's freight and transfer subcontractors, provided to the Purchasing & Contracts Division prior to initial contract term expiration of the Agreement. All Rail and Truck fuel surcharges will be applied initially on November 1, 2020, subject to change in accordance with the schedule provided in Attachment B herein.

- 5.3.3** The City acknowledges that Contractor's rail and truck carriers adjust fuel surcharges monthly. The Contractor will apply fuel surcharges for each quarter based on the amount of the rail and truck fuel surcharges in effect for the month preceding the quarterly price change as calculated in accordance with Section 5.2 of this Agreement, utilizing Attachment B to this Agreement.
- 5.3.4** Cost adjustments, in all cases, shall reflect only a direct pass-through of costs, and no changes to the Contractor's profit margin shall be permitted. The City and the Contractor may also utilize recognized government/industry indices or combination of indices to be mutually agreed upon by the City and Contractor, when determining price increases. The City reserves the right to allow the Contractor to utilize alternative indices for price adjustment justification; however, the Contractor will only be allowed to change these indices at the time of any potential contract renewal, unless the index or indices cease publication, in which case the Contractor will be allowed to make changes to for any discontinued index during the contract period. The City reserves final judgement in the determination of the acceptance of specific indices to be utilized for the justification of price adjustments.

6 Payments

A monthly payment will be made for work that is completed, accepted and properly invoiced. The City shall pay the Contractor for work performed subject to the specifications of Bid 20-21B. All payments shall be governed by the Local Government Prompt Payment Act, F.S., Part VII; Chapter 218.

7 Conditions of Material

All materials and products supplied by the Contractor in conjunction with this agreement shall conform to the specifications of the original bid #20-21B. The City reserves the right to return the product to the Contractor and require the delivery of new product at no cost to the City.

8 Indemnification

- 8.1** The Contractor shall indemnify and hold harmless the City, its elected and appointed officials, employees, and agents from any and all claims, suits, actions, damages, liability, and expenses (including attorneys' fees) in connection with loss of life, bodily or personal injury, or property damage, including loss of use thereof, directly or indirectly caused by, resulting from, arising out of or occurring in connection with the operations of the Contractor or its officers, employees, agents, subcontractors, or independent Contractors, excepting only such loss of life, bodily or personal injury, or property damage solely attributable to the negligence or willful misconduct of the City or its elected or appointed officials and employees. The above provisions shall survive the termination of this Agreement and shall pertain to any occurrence during the term of this Agreement, even though the claim may be made after the termination hereof.
- 8.2** Upon completion of all Services, obligations and duties provided for in this Agreement, or in the event of termination of this Agreement for any reason, the terms and conditions of this Article shall survive indefinitely.

- i. The Contractor shall pay all claims, losses, liens, settlements or judgments of any nature whatsoever in connection with the foregoing indemnifications including, but not limited to, reasonable attorney's fees (including appellate attorney's fees) and costs.
 - ii. City reserves the right to select its own legal counsel to conduct any defense in any such proceeding and all costs and fees associated therewith shall be the responsibility of Contractor under the indemnification agreement.
- 8.3** The City and Contractor recognize that various provisions of this Agreement, including but not limited to this Section, provide for indemnification by the Contractor and requires a specific consideration be given there for. The Parties therefore agree that the sum of Ten Dollars and 00/100 (\$10.00), receipt of which is hereby acknowledged, is the specific consideration for such indemnities, and the providing of such indemnities is deemed to be part of the specifications with respect to the services to be provided by Contractor. Furthermore, the City and Contractor understand and agree that the covenants and representations relating to this indemnification provision shall serve the term of this Agreement and continue in full force and effect as to the City's and the Contractor's responsibility to indemnify.
- 8.4** Nothing contained herein is intended nor shall be construed to waive City's rights and immunities under the common law or Florida Statutes 768.28, as amended from time to time.

9 Non-Discrimination & Equal Opportunity Employment

During the performance of the Contract, the Contractor and its subcontractors shall not discriminate against any employee or applicant for employment because of race, color, sex including pregnancy, religion, age, national origin, marital status, political affiliation, familial status, sexual orientation, gender identity and expression, genetic information or disability if qualified. The Contractor will take affirmative action to ensure that employees and those of its subcontractors are treated during employment, without regard to their race, color, sex including pregnancy, religion, age, national origin, marital status, political affiliation, familial status, sexual orientation, gender identity or expression, genetic information, or disability if qualified. Such actions must include, but not be limited to, the following: employment, promotion; demotion or transfer; recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor and its subcontractors shall agree to post in conspicuous places, available to its employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause. The Contractor further agrees that he/she will ensure that all subcontractors, if any, will be made aware of and will comply with this nondiscrimination clause.

10 Independent Contractor

This Agreement does not create an employee/employer relationship between the Parties. It is the intent of the Parties that the Contractor is an independent contractor under this Agreement and not the City's employee for any purposes, including but not limited to, the application of the Fair Labor Standards Act minimum wage and overtime payments, Federal Insurance Contribution Act, the Social Security Act, the Federal Unemployment Tax Act, the provisions of the Internal Revenue Code, the State Worker's Compensation Act, and the State Unemployment Insurance law. The Contractor shall retain sole and absolute discretion in the judgment of the manner and means of carrying out Contractor's activities and responsibilities hereunder provided, further that administrative procedures applicable to services rendered under this Agreement shall be those of Contractor, which policies of Contractor shall not conflict with City, State, or United States policies, rules or regulations relating to the use of Contractor's funds provided for herein. The Contractor agrees that it is a separate and independent enterprise from the City, that it had full opportunity to find other business, that it has made its own investment in its business, and that it will utilize a high level of skill necessary to perform the work. This Agreement shall not be construed as creating any joint employment relationship between the Contractor and the City and the City will not be

liable for any obligation incurred by Contractor, including but not limited to unpaid minimum wages and/or overtime premiums.

11 Assignment and Subcontracting

Contractor shall not transfer or assign the performance required by this Agreement without the prior consent of the City. This Agreement, or any portion thereof, shall not be subcontracted without the prior written consent of the city.

12 Notice

Whenever either party desires or is required under this Agreement to give notice to any other party, it must be given by written notice either delivered in person, sent by U.S. Certified Mail, U.S. Express Mail, air or ground courier services, or by messenger service, as follows:

CITY

City Manager
City of Tamarac
7525 N.W. 88th Avenue
Tamarac, FL 33321

With a copy to City Attorney at the following address:

Goren, Cherof, Doody & Ezrol, P.A.
3099 East Commercial Blvd., Suite 200
Fort Lauderdale, FL 33308

CONTRACTOR

Lhoist North America of Alabama, LLC
5600 Clearfork Main Street, Suite 300
Fort Worth, TX 76109
Attn: Ron Thompson, CEO

13 Termination

13.1 Termination for Convenience: This Agreement may be terminated by the City for convenience, upon seven (7) days of written notice by the terminating party to the other party for such termination in which event the Contractor shall be paid its compensation for services performed to termination date, including services reasonably related to termination. In the event that the Contractor abandons this Agreement or causes it to be terminated, Contractor shall indemnify the city against loss pertaining to this termination.

13.2 Default by Contractor: In addition to all other remedies available to the City, this Agreement shall be subject to cancellation by the City for cause, should the Contractor neglect or fail to perform or observe any of the material terms, provisions, conditions, or requirements herein contained, if such neglect or failure shall continue for a period of thirty (30) days after receipt by Contractor of written notice of such neglect or failure.

14 Uncontrollable Forces

14.1 Neither the City nor Contractor shall be considered to be in default of this Agreement if delays in or failure of performance shall be due to Uncontrollable Forces, the effect of which, by the exercise of reasonable diligence, the non-performing party could not avoid. The term "Uncontrollable Forces" shall mean any event which results in the prevention or delay of performance by a party of its obligations under this Agreement and which is beyond the reasonable control of the nonperforming party. It includes, but is not limited to fire, flood,

earthquakes, storms, lightning, epidemic, war, riot, civil disturbance, sabotage, and governmental actions.

- 14.2** Neither party shall, however, be excused from performance if nonperformance is due to forces, which are preventable, removable, or remediable, and which the nonperforming party could have, with the exercise of reasonable diligence, prevented, removed, or remedied with reasonable dispatch. The nonperforming party shall, within a reasonable time of being prevented or delayed from performance by an uncontrollable force, give written notice to the other party describing the circumstances and uncontrollable forces preventing continued performance of the obligations of this Agreement.

15 Agreement Subject to Funding

This agreement shall remain in full force and effect only as long as the expenditures provided for in the Agreement have been appropriated by the City Commission of the City of Tamarac in the annual budget for each fiscal year of this Agreement, and is subject to termination based on lack of funding.

16 Warranties

Contractor warrants that the materials sold hereunder shall conform to the specifications set forth herein and shall be free and clear of all liens and other encumbrances. **CONTRACTOR MAKES NO FURTHER WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR ANY INTENDED USE OR PURPOSE.**

17 Limitation of Liability

NEITHER PARTY SHALL BE LIABLE TO THE OTHER PARTY FOR ANY CONSEQUENTIAL OR PUNITIVE DAMAGES ARISING OUT OF THE PERFORMANCE OF THIS AGREEMENT, OR DEFAULT IN THE PERFORMANCE HEREOF, WHETHER BASED UPON CONTRACT, TORT (INCLUDING NEGLIGENCE OR STRICT LIABILITY), WARRANTY OR ANY OTHER LEGAL THEORY. CONTRACTOR'S LIABILITY FOR DAMAGES SHALL BE LIMITED TO REPLACEMENT OF NON-CONFORMING MATERIAL OR REIMBURSEMENT OF THE PURCHASE PRICE FOR SUCH NON-CONFORMING MATERIAL.

18 Venue

This Agreement shall be governed by the laws of the State of Florida as now and hereafter in force. The venue for actions arising out of this agreement is fixed in Broward County, Florida.

19 Signatory Authority

The Contractor shall provide the City with copies of requisite documentation evidencing that the signatory for Contractor has the authority to enter into this Agreement.

20 Severability; Waiver of Provisions

Any provision in this Agreement that is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof or affecting the validity or enforceability of such provisions in any other jurisdiction. The non-enforcement of any provision by either party shall not constitute a waiver of that provision nor shall it affect the enforceability of that provision or of the remainder of this Agreement.

21 Merger; Amendment

This Agreement constitutes the entire Agreement between the Contractor and the City, and negotiations and oral understandings between the parties are merged herein. This Agreement can be supplemented and/or amended only by a written document executed by both the Contractor and the City.

22 No Construction Against Drafting Party

Each party to this Agreement expressly recognizes that this Agreement results from the negotiation process in which each party was represented by counsel and contributed to the drafting of this Agreement. Given this fact, no legal or other presumptions against the party drafting this Agreement concerning its construction, interpretation or otherwise accrue to the benefit of any party to the Agreement, and each party expressly waives the right to assert such a presumption in any proceedings or disputes connected with, arising out of, or involving this Agreement.

23 Scrutinized Companies -- 287.135 AND 215.473

- 23.1** By execution of this Agreement, Contractor certifies that Contractor is not participating in a boycott of Israel. Contractor further certifies that Contractor is not on the Scrutinized Companies that Boycott Israel list, not on the Scrutinized Companies with Activities in Sudan List, and not on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or has Contractor been engaged in business operations in Syria. Subject to limited exceptions provided in state law, the City will not contract for the provision of goods or services with any scrutinized company referred to above.
- 23.2** Submitting a false certification shall be deemed a material breach of contract. The City shall provide notice, in writing, to Contractor of the City's determination concerning the false certification. Contractor shall have five (5) days from receipt of notice to refute the false certification allegation. If such false certification is discovered during the active contract term, Contractor shall have ninety (90) days following receipt of the notice to respond in writing and demonstrate that the determination of false certification was made in error. If Contractor does not demonstrate that the City's determination of false certification was made in error then the City shall have the right to terminate the contract and seek civil remedies pursuant to Section 287.135, Florida Statutes, as amended from time to time.

24 Public Records

- 24.1** The City of Tamarac is a public agency subject to Chapter 119, Florida Statutes. The Contractor shall comply with Florida's Public Records Law. Specifically, the Contractor shall:
 - 24.1.1** Keep and maintain public records required by the City in order to perform the service;
 - 24.1.2** Upon request from the City's custodian of public records, provide the public agency with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law.
 - 24.1.3** Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the contractor does not transfer the records to the City.
 - 24.1.4** Upon completion of the contract, transfer, at no cost to the City, all public records in possession of the Contractor, or keep and maintain public records required by

the City to perform the service. If the Contractor transfers all public records to the City upon completion of the contract, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of the contract, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the City, upon request from the City's custodian of public records in a format that is compatible with the information technology systems of the City.

- 24.2** During the term of the contract, the Contractor shall maintain all books, reports and records in accordance with generally accepted accounting practices and standards for records directly related to this contract. The form of all records and reports shall be subject to the approval of the City's Auditor. The Contractor agrees to make available to the City's Auditor, during normal business hours and in Broward, Dade or Palm Beach Counties, all books of account, reports and records relating to this contract.

25 Public Records Custodian

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:

**CITY CLERK
7525 NW 88TH AVENUE
ROOM 101
TAMARAC, FL 33321
(954) 597-3505
CITYCLERK@TAMARAC.ORG**

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IN WITNESS WHEREOF, the parties have made and executed this Agreement on the respective dates under each signature. CITY OF TAMARAC, signing by and through its Mayor and City Manager, and CONTRACTOR, signing by and through its CEO duly authorized to execute same.

CITY OF TAMARAC

Michelle J. Gomez
Michelle J. Gomez, Mayor

Date
[Signature]
Michael C. Cernech, City Manager

9.24.20
Date

Approved as to form and legal sufficiency:
[Signature]
City Attorney
9/23/20
Date

ATTEST:

[Signature]
Jennifer Johnson, CMC
City Clerk
9-24-2020
Date

ATTEST:

[Signature]
Signature of Corporate Secretary

Kenneth E. Curtiss
Type/Print Name of Corporate Secy.

(CORPORATE SEAL)

LHOIST NORTH AMERICA OF ALABAMA, LLC

Company Name
[Signature]
Signature of CEO

Ron Thompson
CEO

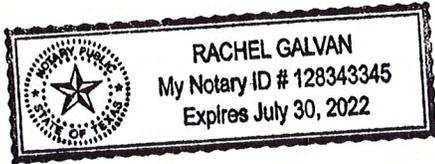
September 8, 2020
Date

CORPORATE ACKNOWLEDGEMENT

STATE OF TX :
COUNTY OF Tarrant : SS

I HEREBY CERTIFY that on this day, before me, an Officer duly authorized in the State aforesaid and in the County aforesaid to take acknowledgments, personally appeared Ron Thompson, CEO of Lhoist North America of Alabama, LLC an Alabama Limited Liability Corporation duly registered as Florida Foreign Limited Liability Corporation, to me known to be the person(s) described in and who executed the foregoing instrument and acknowledged before me that he/she executed the same.

WITNESS my hand and official seal this 25 day of September, 2020



[Signature]
Signature of Notary Public
State of TX at Large

Rachel Galvan
Print, Type or Stamp
Name of Notary Public

Personally known to me or
 Produced Identification

Type of I.D. Produced

DID take an oath, or
 DID NOT take an oath.

ATTACHMENT A PARTICIPATING AGENCIES & UNIT PRICING PROVIDED IN BID

Below is a list of the agencies participating in this bid and their respective delivery locations:

AGENCY	DELIVERY ADDRESS	CITY/STATE/ZIP	CONTACT	PHONE / E-MAIL
City of Boynton Beach	124 E. Woolbright Rd.	Boynton Beach 33435	David Roland	561/742-6434 RolandD@bbfl.us
Broward County Dist. 1A	3701 N State Road 7	Lauderdale Lakes 33319	Pedro Berrios	954/831-4115 / 954/553-0653 Cell PBerrios@broward.org
Broward County Dist. 2A	1390 NE 50th St.	Deerfield Beach 33064	Jose Otero	954/831-4127 / 954/234-1034 Cell JOtero@broward.org
City of Coral Springs	3800 NW 85th Avenue	Coral Springs 33065	Alvan Jones	954/345-2162 ajones@coralsprings.org
City of Dania Beach	1201 Stirling Road	Dania Beach 33004	Nate Costa	954/924-6808 x3616 ncosta@daniabeachfl.gov
City of Delray Beach	201 SW 7th St.	Delray Beach 33444	Bryan Heller	561/531-0817 HellerB@mydelraybeach.com
Town of Davie	3500 NW 76th Avenue	Hollywood, FL 33024	Raul Sotelo	954/327-3748 Raul_sotelo@davie-fl.gov
City of Deerfield Beach	290 Goolsby Blvd.	Deerfield Beach 33442	Joshua Niemann	954/480-4373 Jniemann@Deerfield-Beach.com
City of Fort Lauderdale	949 NW 38th Street	Oakland Park, 33309	Cesar Alza	954/828-7865 calza@fortlauderdale.gov
City of Hallandale Beach	630 NW 2nd Street	Hallandale 33009	John Fawcett	954/457-1632 jfawcett@cohb.org
City of Hollywood	3441 Hollywood Blvd.	Hollywood 33021	Luis Montoya	954/967-4230 lmontoya@hollywoodfl.org
City of Hollywood	1621 N. 14th Avenue	Hollywood 33022	Coy Mathis Joel Blanco	954/921-3288 cmathis@hollywoodfl.org jblanco@hollywoodfl.org
City of Lake Worth Beach	301 College Street	Lake Worth Beach, 33460	Tim Sloan	561/586-1636 TSloan@LakeWorthBeachFL.Gov
City of Lauderhill	2101 NW 49th Avenue	Lauderhill 33313	Lurleen Evans	954/730-2972 / 954-730-4225 Levans@lauderhill.fl.gov
City of Margate	980 NW 66 Ave.	Margate 33063	Richard Uber	954/972-0828 ruber@margatefl.com
City of North Lauderdale	841 NW 71st Avenue	North Lauderdale 33068	Neil Buckeridge	954/597-4757 NBuckeridge@NLauderdale.org
City of North Miami	12098 NW 11 Ave.	North Miami 33168	Pavel Vida	305/953-2854 PVida@northmiamiFL.gov
City of North Miami Beach	19150 NW 8th Avenue	Miami Gardens 33169	Moises Sierra / Carlos Carrazana	787/406-9628 305/650-0000 Moises.sierraortiz@jacobs.com Carlos.carrazana@Citynmb.com
Village of Palm Springs	360 Davis Road	Palm Springs 33461	Dave Burgin	561/635-4282 dburgin@vpsfl.org
Village of Palm Springs	5618 Basil Drive	West Palm Beach 33415	Dave Burgin	561/635-4282 dburgin@vpsfl.org
City of Pembroke Pines	7960 Johnson Street	Pembroke Pines 33024	Michael Cepeda	786/644-8762 michael.cepeda@jacobs.com

AGENCY	DELIVERY ADDRESS	CITY/STATE/ZIP	CONTACT	PHONE / E-MAIL
City of Pompano Beach	301 NE 12 th Street	Pompano Beach 33060	Phil Hyer	954/545-7030 Phil.hyer@copbfl.com
City of Riviera Beach	800 W. Blue Heron Blvd.	Riviera Beach 33404	David Danford	561/723-9973 ddanford@rivierabeach.org
City of Sunrise	4350 Springtree Drive	Sunrise 33351	Roal Small	954/572-2424 rsmall@sunrisefl.gov
City of Sunrise	15450 Sludgemill Road	Davie 33331	Hugo Alagic	954/434-6900 halagic@sunrisefl.gov
City of Tamarac	7803 NW 61st Street	Tamarac 33321	Anthony Licata	954/597-3777 anthony.licata@tamarac.org
Village of Wellington	1100 Wellington Trace	Wellington 33414	Karla Berroteran-Castellon	561/753-2465 kberroteran@wellingtonfl.gov
City of West Palm Beach	1009 Banyan Blvd.	West Palm Beach 33401	Sandra Feliciano	561/822-2290 sfeliciano@wpb.org

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UNIT PRICING PROVIDED IN BID AS OF AUGUST 31, 2020 FOR AWARDED AGENCIES

AGENCY	DELIVERY ADDRESS	ANNUAL USAGE	PRICE PER TON	FREIGHT CHARGE	TOTAL COST DELIVERED
Type 1 – Pebble Lime					
Broward County Dist. 1	3701 N State Road 7	2500	\$202.00	\$82.80	\$284.80
Broward County Dist. 2	1390 NE 51 St.	4500	\$202.00	\$82.80	\$284.80
City of Coral Springs (1)	3800 NW 85th Avenue, Coral Springs	1352	\$202.00	\$82.80	\$284.80
Town of Davie	3500 NW 76th Avenue, Hollywood	1000	\$202.00	\$82.80	\$284.80
City of Dania Beach	1201 Stirling Road, Dania Beach	350	\$202.00	\$82.80	\$284.80
City of Deerfield Beach	290 Goolsby Blvd. – West Plant, Deerfield Beach	1415	\$202.00	\$82.80	\$284.80
City of Fort Lauderdale (2)	949 NW 38 th St., Ft. Lauderdale	11500	\$202.00	\$82.80	\$284.80
City of Hallandale Beach (3)	630 NW 6th Avenue, Hallandale Beach	900	\$202.00	\$82.80	\$284.80
City of Lake Worth Beach	301 College St., Lake Worth Beach	525	\$202.00	\$82.80	\$284.80
City of Lauderhill	2101 NW 49th Avenue, Lauderhill	1825	\$202.00	\$82.80	\$284.80
City of North Lauderdale	841 NW 71 st Avenue, North Lauderdale	650	\$202.00	\$82.80	\$284.80
City of North Miami	12098 NW 11 th Ave, North Miami	1150	\$202.00	\$82.80	\$284.80
Village of Palm Springs	360 David Road, Palm Springs	600	\$202.00	\$82.80	\$284.80
Village of Palm Springs	5618 Basil Drive, West Palm Beach	600	\$202.00	\$82.80	\$284.80
City of Pompano Beach	301 NE 12th Street, Pompano Beach	2200	\$202.00	\$82.80	\$284.80
City of Riviera Beach	800 W. Blue Heron Blvd., Riviera Beach	588	\$202.00	\$82.80	\$284.80
City of Sunrise	4350 Springtree Drive, Sunrise	2400	\$202.00	\$82.80	\$284.80
City of Sunrise	15400 Sludge Mill Road, Davie	600	\$202.00	\$82.80	\$284.80
Village of Wellington	1100 Wellington Trace, Wellington	1330	\$202.00	\$82.80	\$284.80
TYPE 1A – Foundry/ Rice Lime					
City of Boynton Beach	124 E. Woolbright Rd., Boynton Beach	1685	\$202.00	\$82.80	\$284.80
City of Delray Beach	201 SW 7 th St., Delray Beach	3650	\$202.00	\$82.80	\$284.80
City of Hollywood	3441 Hollywood Blvd., Hollywood	2400	\$202.00	\$82.80	\$284.80
City of Margate	980 NW 66 th Ave, Margate	2000	\$202.00	\$82.80	\$284.80
City of North Miami Beach	19150 NW 8 th Ave, Miami Gardens	3000	\$202.00	\$82.80	\$284.80
City of Pembroke Pines	7960 Johnson Street, Pembroke Pines	4200	\$202.00	\$82.80	\$284.80
City of Tamarac	7803 NW 61st Street, Tamarac	1500	\$202.00	\$82.80	\$284.80
City of West Palm Beach	1009 Banyan Blvd., West Palm Beach	5200	\$202.00	\$82.80	\$284.80
Approximate Total Annual Tonnage		59,620			

Delivery Location Special Conditions:

- (1) Coral Springs – Must deliver between 8:00AM and 4:00PM Monday to Friday ONLY.
- (2) Fort Lauderdale – Must deliver between 7:00AM and 3:00 Daily.
- (3) Hallandale Beach – Delivery to be made by a tanker truck @ 25 Tons/shipment. Lime to be pneumatically transferred from truck to silo. Delivery must be within 3 days of order.

ATTACHMENT B TRUCK FUEL SURCHARGE SCALE

Truck Fuel Surcharges are a percentage of the truck freight rate for product movement from the bidder's distribution origin to the customer's site. Truck Fuel Surcharges are subject to change quarterly.

- The percentage of the Monthly Truck Fuel Surcharge is computed by determining the Department of Energy's DOE Retail On-Highway Diesel Price – US Average index published on the 3rd Monday of the last month of the quarter. DOE Diesel Prices may be found at the following website: <https://www.eia.gov/petroleum/gasdiesel/>
- Percentages change .5% for every \$0.05 per gallon price change

DIESEL FUEL PRICE NATIONAL AVERAGE	FS = % OF FREIGHT RATE	DIESEL FUEL PRICE NATIONAL AVERAGE	FS = % OF FREIGHT RATE
\$1.75	0.00%	\$3.00	13.00%
\$1.80	1.00%	\$3.05	13.50%
\$1.85	1.50%	\$3.10	14.00%
\$1.90	2.00%	\$3.15	14.50%
\$1.95	2.50%	\$3.20	15.00%
\$2.00	3.00%	\$3.25	15.50%
\$2.05	3.50%	\$3.30	16.00%
\$2.10	4.00%	\$3.35	16.50%
\$2.15	4.50%	\$3.40	17.00%
\$2.20	5.00%	\$3.45	17.50%
\$2.25	5.50%	\$3.50	18.00%
\$2.30	6.00%	\$3.55	18.50%
\$2.35	6.50%	\$3.60	19.00%
\$2.40	7.00%	\$3.65	19.50%
\$2.45	7.50%	\$3.70	20.00%
\$2.50	8.00%	\$3.75	20.50%
\$2.55	8.50%	\$3.80	21.00%
\$2.60	9.00%	\$3.85	21.50%
\$2.65	9.50%	\$3.90	22.00%
\$2.70	10.00%	\$3.95	22.50%
\$2.75	10.50%	\$4.00	23.00%
\$2.80	11.00%	\$4.05	23.50%
\$2.85	11.50%	\$4.10	24.00%
\$2.90	12.00%	\$4.15	24.50%
\$2.95	12.50%	\$4.20	25.00%



Lhoist North America Pricing for the SE Florida Coop
Pricing effective January 1, 2021

Agency	Material Price	Transportation	Truck FS	Rail FS	Total*	Current Truck Fuel Surcharge
Boynton Beach	\$198.86	\$86.03	\$0.99	\$0.75	\$286.63	0.075
Broward Co. 1	\$198.86	\$85.07	\$0.92	\$0.75	\$285.60	0.075
Broward Co. 2	\$198.86	\$85.07	\$0.92	\$0.75	\$285.60	0.075
Coral Springs	\$198.86	\$85.07	\$0.92	\$0.75	\$285.60	0.075
Dania Beach	\$198.86	\$85.07	\$0.92	\$0.75	\$285.60	0.075
Davie 76th Ave	\$198.86	\$85.07	\$0.92	\$0.75	\$285.60	0.075
Davie 64th Ave	\$198.86	\$85.07	\$0.92	\$0.75	\$285.60	0.075
Deerfield Beach	\$198.86	\$85.07	\$0.92	\$0.75	\$285.60	0.075
Delray Beach	\$198.86	\$85.07	\$0.92	\$0.75	\$285.60	0.075
Ft. Lauderdale Fiveash	\$198.86	\$85.07	\$0.92	\$0.75	\$285.60	0.075
Hallandale	\$198.86	\$85.07	\$0.92	\$0.75	\$285.60	0.075
Hollywood	\$198.86	\$85.07	\$0.92	\$0.75	\$285.60	0.075
Lake Worth Beach	\$198.86	\$86.87	\$1.06	\$0.75	\$287.54	0.075
Lauderhill	\$198.86	\$85.07	\$0.92	\$0.75	\$285.60	0.075
Margate	\$198.86	\$85.07	\$0.92	\$0.75	\$285.60	0.075
North Lauderdale	\$198.86	\$85.07	\$0.92	\$0.75	\$285.60	0.075
North Miami	\$198.86	\$86.03	\$0.99	\$0.75	\$286.63	0.075
North Miami Beach	\$198.86	\$86.03	\$0.99	\$0.75	\$286.63	0.075
Palm Springs	\$198.86	\$87.98	\$1.14	\$0.75	\$288.73	0.075
Pembroke Pines	\$198.86	\$85.07	\$0.92	\$0.75	\$285.60	0.075
Pompano Beach	\$198.86	\$85.07	\$0.92	\$0.75	\$285.60	0.075
Riviera Beach	\$198.86	\$87.98	\$1.14	\$0.75	\$288.73	0.075
Sunrise Springtree	\$198.86	\$85.07	\$0.92	\$0.75	\$285.60	0.075
Sunrise Sludgemill	\$198.86	\$85.07	\$0.92	\$0.75	\$285.60	0.075
Tamarac	\$198.86	\$85.07	\$0.92	\$0.75	\$285.60	0.075
Wellington WP	\$198.86	\$87.00	\$1.07	\$0.75	\$287.68	0.075
West Palm Beach	\$198.86	\$87.00	\$1.07	\$0.75	\$287.68	0.075

*Total costs include truck and rail fuel surcharges.

Truck & Rail Fuel Surcharges are subject to change quarterly and are added to invoices as separate line items.

Current truck fuel surcharge is 7.5%.

Truck rates: Palm Springs and Riviera Beach = \$15.18, Boynton Beach, North Miami and North Miami Beach = \$13.23, Wellington and West Palm Beach = \$14.20, Lake Worth = \$14.07, all others \$12.27.

EXECUTIVE BRIEF REGULAR MEETING

AGENDA DATE: November 16, 2021

DEPARTMENT: Water Utilities

TITLE:

First Amendment to Agreement with Allied Universal Corporation to purchase Sodium Hypochlorite (Bleach) for water treatment and odor control

SUMMARY:

This First Amendment authorizes the purchase of bulk Sodium Hypochlorite for the City of Lake Worth Beach Water Utilities at a cost Not-to-Exceed \$130,500.00 for Fiscal Year 2022 from Allied Universal Corporation.

BACKGROUND AND JUSTIFICATION:

Sodium Hypochlorite is a necessary chemical which is added to the finished water supply and is used for the disinfection of drinking water, killing germs, micro-organisms, algae, etc. Sodium Hypochlorite is also necessary for odor control at the Reverse Osmosis Water Treatment Plant and Master Pump Station.

On October 20, 2020, The City awarded the contract under the IFB # 20-107 for the purchase of bulk Sodium Hypochlorite needed for the Water Treatment Plant and Master Pump Station. This agreement was issued for the initial term of one (1) year with an option for three (3) additional one (1) year renewals. First Amendment to the Agreement allows for the new pricing and renews the Agreement for the period of one year.

MOTION:

Move to approve/disapprove the First Amendment to Agreement for purchasing bulk Sodium Hypochlorite from Allied Universal Corporation for an amount not to exceed \$130,500.00 for Fiscal Year 2022.

ATTACHMENT(S):

Fiscal Impact Analysis
First Amendment

FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2022	2023	2024	2025	2026
Capital Expenditures	0	0	0	0	0
Operating Expenditures	\$130,500	0	0	0	0
External Revenues	0	0	0	0	0
Program Income	0	0	0	0	0
In-kind Match	0	0	0	0	0
Net Fiscal Impact	\$130,500	0	0	0	0
No. of Addn'l Full-Time Employee Positions	0	0	0	0	0

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

Account Number	Account Description	Project Number	FY22 Budget	Current Balance	Agenda Expenditure	Balance
402-7022-533-52-30	Operating Supplies/Chemicals	N/A	\$504,500	\$457,665.55	-\$125,000	\$332,665.55
403-7231-535-52-30	Operating Supplies/Chemicals	N/A	\$40,000	\$30,000	-\$3,000.00	\$27,000.00
405-7421-535-5230	Operating Supplies/Chemicals	N/A	\$290,000	\$35,000	-\$2,500.00	\$32,500.00

**FIRST AMENDMENT TO CONTRACTOR AGREEMENT
(Liquid Sodium Hypochlorite)**

THIS FIRST AMENDMENT to the Contract for Liquid Sodium Hypochlorite (“Amendment”) is made as of _____, 2021, by and between the **City of Lake Worth Beach**, Florida, a municipal corporation of the State of Florida (“CITY”) and **Allied Universal Corp.**, a corporation authorized to do business in the State of Florida hereinafter referred to as the (“CONTRACTOR”).

WHEREAS, the City issued Invitation for Bid IFB #20-107 for the procurement of Liquid Sodium Hypochlorite (IFB); and

WHEREAS, on October 20, 2021, the CITY and CONTRACTOR entered into the Agreement for Liquid Sodium Hypochlorite (“Agreement”); and

WHEREAS, the term of the Agreement was for one (1) year with three (3) single year renewal options; and

WHEREAS, the CITY and the CONTRACTOR wish to amend the Agreement to extend the terms of the Agreement for an additional one (1) year; and

WHEREAS, the CONTRACTOR submitted a revised rate schedule for the pricing to be provided under this Amendment, which rates are attached hereto as **Exhibit “A”** and incorporated herein; and

WHEREAS, the CITY has reviewed the increased rate schedule and determined that the increase is fair and reasonable; and

WHEREAS, the CITY finds amending the Agreement as set forth herein is in the best interest of the CITY and serves a valid public purpose.

NOW, THEREFORE, in consideration of the mutual promises contained herein, the sufficiency of which is hereby acknowledged by each party hereto, the CITY and the CONTRACTOR agree to amend the Agreement, as follows:

1. **Recitals.** The above recitals are true and correct and are incorporated herein by reference.

2. **Term of Agreement.** The parties agree that the term of the Agreement is hereby extended to October 19, 2022.

3. **Compensation.** The parties agree that the CITY shall compensate the CONTRACTOR under this Amendment based on the rates set forth in **Exhibit “A”**, which is attached hereto and incorporated herein. The rates shall be paid for upon completion of services for each project but not based upon mobilization. The Agreement shall govern the timing of invoicing and payment; not **Exhibit “A”**.

4. **E-Verify.** Pursuant to Section 448.095(2), Florida Statutes, beginning on January 1, 2021, the CONTRACTOR shall:

- a. Register with and use the E-Verify system to verify the work authorization status of all newly hired employees and require all subcontractors (providing services or receiving funding under this Agreement) to register with and use the E-Verify system to verify the work authorization status of all the subcontractors' newly hired employees;
- b. Secure an affidavit from all subcontractors (providing services or receiving funding under this Agreement) stating that the subcontractor does not employ, contract with, or subcontract with an "unauthorized alien" as defined in Section 448.095(1)(k), Florida Statutes;
- c. Maintain copies of all subcontractor affidavits for the duration of this Agreement and provide the same to the CITY upon request;
- d. Comply fully, and ensure all of its subcontractors comply fully, with Section 448.095, Florida Statutes;
- e. Be aware that a violation of section 448.09, Florida Statutes (Unauthorized Aliens; Employment Prohibited), shall be grounds for termination of this Agreement; and,
- f. Be aware that if the CITY terminates this Agreement under Section 448.095(2)(c), Florida Statutes, the CONTRACTOR may not be awarded a contract for at least one (1) year after the date on which the Agreement is terminated and will be liable for any additional costs incurred by the CITY as a result of the termination of the Agreement.

5. **Entire Agreement.** The CITY and the CONTRACTOR agree that the Agreement and this Amendment set forth the entire agreement between the parties, and that there are no promises or understandings other than those stated herein. None of the provisions, terms and conditions contained in this Amendment may be added to, modified, superseded or otherwise altered, except by written instrument executed by the parties hereto. All other terms and conditions of the Agreement (except as amended herein) remain in full force and effect.

6. **Counterparts.** This Amendment may be simultaneously executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument. Either or both parties may sign this Amendment via facsimile, email or electronically and such signature is as valid as the original signature of such party.

REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK
SIGNATURE PAGE FOLLOWS

IN WITNESS WHEREOF, the parties hereto have made and executed this Amendment to the Agreement for Liquid Sodium Hypochlorite on the day and year first above written.

CITY OF LAKE WORTH BEACH, FLORIDA

By: Betty Resch, Mayor

ATTEST:

By: Melissa Ann Coyne, City Clerk

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

APPROVED FOR FINANCIAL SUFFICIENCY

By: Glen J. Torcivia, City Attorney

By: Bruce T. Miller, Financial Services Director



CONTRACTOR: Allied Universal Corp.
By: [Signature]
Print Name: Tim Palmer
Title: President / CEO

STATE OF _____)
COUNTY OF _____)

THE FOREGOING instrument was acknowledged before me by means of • physical presence or • online notarization on this 21st day of October 2021, by Tawana Houston, as the HR Generalist [title] of Allied Universal Corp. authorized to do business in the State of Florida, who is personally known to me or who has produced _____ as identification, and who did take an oath that he or she is duly authorized to execute the foregoing instrument and bind the CONTRACTOR to the same.

Tawana Houston

Notary Seal:



Exhibit "A"
Contractor's New Rates (1 page)

September 24, 2021

City of Lake Worth Beach
Finance Department
7 North Dixie Highway
Lake Worth Beach, FL 33460

SUBJECT: Renewal of Term Contract for Sodium Hypochlorite IFB 20-107

Dear Garry E. Baker,

The subject Contract will expire on October 19, 2021.

In accordance with the terms and conditions of the subject Contract, the Contract may, by mutual consent of the parties, be renewed for an additional twelve (12) month period. If the City would like to exercise the right to renew this Contract for an additional year effective October 20 2021, at the existing terms and conditions and new price below please execute the acceptance below.

Upon execution by your firm's authorized representative, this will be your official notice that the Contract has been extended for (1) year and no additional documentation will be required.

Please note new price effective 10/20/2021-10/19/2022

TL/ \$0.748/gal

LTL/\$0.779/gal

Respectfully,

ALLIED UNIVERSAL CORPORATION City of Lake Worth Beach

J. Palmer, AUC President - CEO

Title:

Date: _____



Cc: Carlos Fernandez, VP of Sales

Tim Koziatek, Southern Regional Sales Manager

Raphael Fernandez, Sales Representative

Sara Moros, Bid Coordinator



3901 NW 115 Avenue
Miami, Florida 33178
305-888-2623 office
305-885-4671 fax

September 24, 2021

City of Lake Worth Beach
Finance Department
7 North Dixie Highway
Lake Worth Beach, FL 33460

SUBJECT: Renewal of Term Contract for Sodium Hypochlorite IFB 20-107

Dear Garry E. Baker,

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Upon execution by your firm's authorized representative, this will be your official notice that the Contract has been extended for (1) year and no additional documentation will be required.

Please note new price effective 10/20/2021-10/19/2022
TL/ \$0.748/gal
LTL/\$0.779/gal

Respectfully,

ALLIED UNIVERSAL CORPORATION

J. Palmer, AUC President - CEO

City of Lake Worth Beach

Title: _____
Date: _____

Cc: Carlos Fernandez, VP of Sales
Tim Koziatek, Southern Regional Sales Manager
Raphael Fernandez, Sales Representative
Sara Moros, Bid Coordinator

3901 NW 115 Avenue
Miami, Florida 33178
305-888-2623

9501 Rangeline Road
Ft. Pierce, Florida 34987
772-464-6195

30 Neil Gunn Drive
Ellisville, MS 39437
601-477-2550

5215 W Tyson Avenue
Tampa, Florida 33611
813-832-4868

8350 NW 93rd Street

204 SCM Road

7160 Philips Highway

EXECUTIVE BRIEF REGULAR MEETING

AGENDA DATE: November 16, 2021

DEPARTMENT: Water Utilities

TITLE:

Agreement with Odyssey Manufacturing Co. to purchase 50% Caustic Soda for water treatment and odor control

SUMMARY:

This Agreement authorizes the purchase of 50% Caustic Soda for the City of Lake Worth Beach Water Utilities at a cost not-to-exceed \$147,500 annually from Odyssey Manufacturing Co.

BACKGROUND AND JUSTIFICATION:

Caustic Soda is a necessary chemical used in the reverse osmosis treatment plant process for pH adjustment and odor control. In addition, Caustic Soda is also used at the Master Pump Station for odor control.

The City issued Invitation for Bid IFB#21-208 in order to purchase 50% Caustic Soda needed for the Water Treatment Plant and Master Pump Station. On September 01, 2021, the City received five (5) responses from qualified entities. Bids were evaluated by staff, taking into account unit cost, minimum quantities, and penalties for partial deliveries and Odyssey Manufacturing was found to be the lowest responsive and responsible bidder. It is the intention of the City to enter into a long-term agreement for the supply of 50% Caustic Soda for an initial term of three (3) years with possibility to extend for additional two (2), one-year periods.

MOTION:

Move to approve/disapprove the agreement to purchase bulk 50% Caustic Soda from Odyssey Manufacturing Co. for an amount not to exceed \$147,500 annually.

ATTACHMENT(S):

Fiscal Impact Analysis
Agreement

FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2022	2023	2024	2025	2026		
Capital Expenditures	0	0	0	0	0		
Operating Expenditures	\$147,500	\$147,500	\$147,500	0	0	0	0
External Revenues	0	0	0	0	0		
Program Income	0	0	0	0	0		
In-kind Match	0	0	0	0	0		
Net Fiscal Impact	\$147,500	\$147,500	\$147,500	0	0	0	0
No. of Addn'l Full-Time Employee Positions	0	0	0	0	0		

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

Account Number	Account Description	Project Number	FY22 Budget	Current Balance	Agenda Expenditure	Balance
402-7022-533.52-30	Operating Supplies/Chemicals	N/A	\$504,500	\$457,665.55	-\$121,000	\$336,665.55
403-7031-535.52-30	Operating Supplies/Chemicals	N/A	\$40,000	\$30,000	-\$6,500	\$23,500
405-7421-535.52-30	Operating Supplies/Chemicals	N/A	\$290,000	\$35,000	-\$15,000	\$20,000
403-7221-535.52-30	Operating Supplies/Chemicals	N/A	\$7,500	\$7,500	-\$5,000	\$2,500

**AGREEMENT FOR GOODS AND SERVICES
(50% Caustic Soda-Water Treatment Chemicals)**

THIS AGREEMENT is made _____, 2021, between the **City of Lake Worth Beach**, Florida, a municipal corporation ("CITY"), with its office located at 7 North Dixie Highway, Lake Worth Beach, Florida 33460, and **Odyssey Manufacturing Co.**, a corporation authorized to do business in the State of Florida ("CONTRACTOR") with its office located at 1484 Massaro Blvd., Tampa, FL 33619

RECITALS

WHEREAS, the CITY is a municipal corporation organized and existing pursuant to the Charter and the Constitution of the State of Florida; and

WHEREAS, the CITY issued Invitation for Bid #21-208 for the procurement of 50% Caustic Soda-Water Treatment Chemicals on an as needed basis (hereinafter "IFB"); and

WHEREAS, CONTRACTOR submitted a bid to provide 50% Caustic Soda-Water Treatment Chemicals as described and set out in the IFB; and

WHEREAS, the CITY desires to accept the CONTRACTOR's bid (with the CONTRACTOR's bid price attached hereto as **Exhibit "A"**) in order for CONTRACTOR to render the goods and services to the CITY as provided herein; and

WHEREAS, the CONTRACTOR further warrants that it is experienced and capable of performing the tasks hereunder in a professional and competent manner; and

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

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

1. TERM

1.1 The term of this Agreement (the "Agreement") shall be for three (3) years, with the option to renew for two (2) additional one (1) year renewals periods upon the mutual agreement of both parties and dependent on the annual appropriation of funds by the CITY's City Commission. The renewal terms may be approved by the City Manager upon the same terms, conditions and pricing. Notwithstanding the foregoing, this Agreement may be earlier terminated as set forth in this Agreement.

2. SCOPE OF WORK

2.1 The Scope of Work includes furnish and delivery of 50% Caustic Soda on an as needed basis as more specifically set forth in the IFB's Scope of Work, which is attached hereto as **Exhibit "B"**. Work shall commence upon the issuance of a Purchase Order by the City.

2.2 The CONTRACTOR represents to the CITY that the materials provided under this Agreement shall be in accordance with accepted and established trade practices and procedures

recognized in the CONTRACTOR's trade in general and that the CONTRACTOR's work shall conform to the highest standards and in accordance with this Agreement.

2.3 The CONTRACTOR represents that it is licensed to do business in the State of Florida and holds and will maintain all applicable licenses required for the work to be completed under this Agreement. The CONTRACTOR further warrants its capability and experience to perform the work provided for herein in a professional and competent manner.

2.4 All deliveries of the chemicals shall be made within 48-72 hours of the CITY placing the order with CONTRACTOR. In the event of a natural disaster as determined by the CITY, such as a hurricane, and the CITY places an order, such delivery shall be made on a "first priority" basis. Deliveries shall only occur between the hours of 7:00 am to 3:00 pm Monday through Friday.

2.5 The Scope of Work shall be completed in accordance with the terms and conditions set forth in the IFB and this Agreement.

3. INDEPENDENT CONTRACTOR; USE OF AGENTS OR ASSISTANTS

3.1 The CONTRACTOR is and shall be, in the performance of the Scope of Work under this Agreement, an independent contractor, and not an employee, agent, or servant of the CITY. All persons engaged in any of the Scope of Work performed pursuant to this Agreement shall at all times, and in all places, be subject to the CONTRACTOR's sole direction, supervision, and control. The CONTRACTOR shall exercise control over the means and manner in which it and its employees perform the Scope of Work.

3.2 To the extent reasonably necessary to enable the CONTRACTOR to perform the Scope of Work hereunder, the CONTRACTOR shall be authorized to engage the services of any agents or assistants which it may deem proper, and may further employ, engage, or retain the services of such other persons or corporations to aid or assist in the proper performance of its duties. All costs of the services of, or expenses incurred by, such agents or assistants shall be paid by the CONTRACTOR.

4. MATERIALS

4.1 The CONTRACTOR shall provide all chemicals as more specifically set forth in the IFB.

5. FEE AND ORDERING MECHANISM

5.1 For services to be rendered under this Agreement, the CONTRACTOR shall be entitled to a fee for actual goods provided and accepted by the City at the price set forth in CONTRACTOR'S bid price which is attached as **Exhibit "A"**.

5.2 Should the CITY require additional chemicals, not included in this Agreement, fees and payment for such work will be set forth in a separate amendment, as authorized in accordance with the CITY's procurement code and policy prior to any such additional goods being provided by the CONTRACTOR.

5.3 The CITY's ordering mechanism for the Scope of Work (including each order of chemicals) under this Agreement will be by a City issued Purchase Order(s); however, the terms and conditions stated in a City Purchase Order(s) shall not apply. CONTRACTOR shall not provide goods under this Agreement without a City Purchase Order specifically for the stated goods.

CONTRACTOR shall provide the amount of requested goods and price listed in each Purchase Order and not exceed amounts expressed on any Purchase Order. CONTRACTOR shall be liable for any excess goods or costs not specifically stated in the Purchase Order(s). The City's Fiscal Year ends on September 30th of each calendar year. The City cannot authorize the purchase of goods or services beyond September 30th of each calendar year, prior to the annual budget being approved by the City Commission. Additionally, the City must have budgeted appropriate funds for the goods and services in any subsequent Fiscal Year. If the budget is approved for said goods and services, the City will issue a new Purchase Order(s) each Fiscal Year for required and approved goods.

6. MAXIMUM COSTS

6.1 The CONTRACTOR expressly acknowledges and agrees that the total cost to complete the Scope of Work in accordance with the IFB and this Agreement is **One Hundred Forty Seven Thousand Five Hundred Dollars (\$147,500.00) per fiscal year**, and no additional costs shall be authorized without prior written approval from the CITY.

7. INVOICE

7.1 The CONTRACTOR shall submit an itemized invoice to the CITY for approval prior to receiving compensation. The CONTRACTOR shall be paid within thirty (30) days of receipt of an approved invoice for work.

7.2 If the CITY disputes any invoice or part of an invoice, CITY shall notify the CONTRACTOR within a reasonable time after receipt of the invoice. CITY reserves the right to off-set, reduce or withhold any payment to the CONTRACTOR until the dispute is resolved.

8. AUDIT BY CITY

8.1 The CONTRACTOR shall permit the CITY, or any authorized representatives of the CITY, at all reasonable times, access to and the right to examine all records, books, papers or documents related to the CONTRACTOR's performance under this Agreement including, but not limited to, expenses for sub-contractors, agents or assistants, direct and indirect charges for work performed and detailed documentation for all such work performed or to be performed under this Agreement.

9. COPIES OF DATA/DOCUMENTS

9.1 Copies or original documents prepared by the CONTRACTOR in relation to work associated with this Agreement shall be provided to the CITY. Data collected, stored, and/or provided shall be in a form acceptable to the CITY and agreed upon by the CITY.

10. OWNERSHIP

10.1 Each and every report, draft, work product, map, record, and other document reproduced, prepared, or caused to be prepared by the CONTRACTOR pursuant to or in connection with this Agreement shall be the exclusive property of the CITY.

11. WRITTEN AUTHORIZATION REQUIRED

11.1 The CONTRACTOR shall not make changes in the Scope of Work or perform any additional services or provide any additional material under this Agreement without first obtaining written authorization from the CITY for such additional services or materials. Additional services or materials provided without written authorization shall be done at the CONTRACTOR's sole risk and without payment from the CITY.

12. DEFAULTS, TERMINATION OF AGREEMENT

12.1 If the CONTRACTOR fails to timely perform the Scope of Work or has failed in any other respect to satisfactorily perform in accordance with this Agreement; or, is in material breach of a term or condition of this Agreement, the City Manager or designee may give written notice to the CONTRACTOR specifying defaults to be remedied. Such notice shall set forth the basis for any dissatisfaction and suggest corrective measures. If the CONTRACTOR does not remedy defaults within the allotted time or commence good faith steps to remedy the default to the reasonable satisfaction of the City Manager or designee, the CITY may take such action to remedy the default and all expenses related thereto shall be borne by the CONTRACTOR including, without limitation, utilization of another contractor to provide for such work; and/or, the CITY may withhold any money due or which may become due to the CONTRACTOR for such expense and/or work related to the claimed default. Alternatively, or in addition to the foregoing, if after three (3) days the CONTRACTOR has not remedied defaults or commenced good faith steps to remedy defaults to the satisfaction of the City Manager or designee, the CITY may elect to terminate this Agreement. No compensation shall be paid for de-mobilization, take-down, disengagement wind-down, lost profits or other costs incurred due to termination of this Agreement under this paragraph.

12.2 Notwithstanding paragraph 12.1, the CITY reserves the right and may elect to terminate this Agreement at any time, with or without cause. At such time, the CONTRACTOR would be compensated only for that work which has been satisfactorily completed to the date of termination. No compensation shall be paid for de-mobilization, take-down, disengagement wind-down, lost profits or other costs incurred due to termination of this Agreement under this paragraph.

13. INSURANCE

13.1. Prior to commencing the Scope of Work, the CONTRACTOR shall provide certificates evidencing insurance coverage as required hereunder. All insurance policies shall be issued by companies authorized to do business under the laws of the State of Florida. The Certificates shall clearly indicate that the CONTRACTOR has obtained insurance of the type, amount, and classification as required for strict compliance with this Section and that no material change or cancellation of the insurance shall be effective without thirty (30) days' prior written notice to the CITY. Failure to comply with the foregoing requirements shall not relieve the CONTRACTOR of its liability and obligations under this Contract. All insurance, other than Workers' Compensation, required hereunder shall specifically include the "City of Lake Worth Beach" as an "Additional Insured", on a primary, non-contributing basis and the CONTRACTOR shall provide additional insured endorsements section of Certificates of Insurance.

13.2. The CONTRACTOR shall maintain, during the life of this Contract, commercial general liability, including contractual liability insurance in the amount of \$1,000,000 per occurrence (\$2,000,000 aggregate) to protect the CONTRACTOR from claims for damages for bodily and personal injury, including wrongful death, as well as from claims of property damages which may arise from any operations under this Contract, whether such operations be by the CONTRACTOR or by anyone directly employed by or contracting with the CONTRACTOR.

13.3. The CONTRACTOR shall maintain, during the life of this Contract, comprehensive automobile liability insurance in the minimum amount of \$1,000,000 combined single limit for bodily injury and property damages liability to protect the CONTRACTOR from claims for damages for bodily and personal injury, including death, as well as from claims for property damage, which may arise from the ownership, use, or maintenance of owned and non-owned automobiles, including rented automobiles whether such operations be by the CONTRACTOR or by anyone directly or indirectly employed by the CONTRACTOR.

13.4. The CONTRACTOR shall maintain, during the life of this Contract, Workers' Compensation Insurance and Employer's Liability Insurance for all employees as required by Florida Statutes.

14. WAIVER OF BREACH

14.1 The waiver by either party of any breach of any provision of this Agreement shall not operate or be construed as a waiver of any subsequent breach of that same or any other provision.

15. INDEMNITY

15.1 The CONTRACTOR shall indemnify, defend and hold harmless, to the maximum extent permitted by law, the CITY and its officers, agents, employees and representatives, from and against any and all liability, suit, actions, proceedings, judgments, claims, losses, liens, damages, injuries (whether in contract or in tort, including personal injury, accidental death, patent infringement or property damage, and regardless, of whether the allegations are false, fraudulent or groundless), costs and expenses (including attorney's fees, litigation, arbitration, mediation, appeal expenses) to the extent arising out of or alleged to have arisen out of the acts, omissions or neglect of the CONTRACTOR or any of its agents, employees, subcontractors or by anyone the CONTRACTOR directly or indirectly employed.

15.2 The CONTRACTOR's obligation to indemnify, defend and hold harmless shall remain in effect and shall be binding upon the CONTRACTOR whether such injury or damage shall accrue, or may be discovered, before or after termination of this Agreement.

15.3 Compliance with any insurance requirements required elsewhere in this Agreement shall not relieve CONTRACTOR of its liability and obligation to defend, hold harmless and indemnify the CITY as set forth in this section.

15.4 Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the CITY or CONTRACTOR. Further, nothing contained in this Agreement shall be construed or interpreted as consent by the CITY to be sued, nor as a waiver of sovereign immunity beyond the waiver provided in section 768.28, Florida Statutes, as amended from time to time.

15.5 The CONTRACTOR's failure to comply with this section's provisions shall constitute a material breach upon which the CITY may immediately terminate or suspend this Agreement.

16. ENTIRE AGREEMENT AND ORDER OF PRECEDENCE

16.1 This Agreement consists of the terms and conditions provided herein; **Exhibit "A"**, the Contractor's bid price; **Exhibit "B"**, the IFB's Scope of Work and the remainder of the IFB (including all specifications, exhibits and addenda attached thereto or referenced therein). To the extent that there exists a conflict between this Agreement and the remaining documents, the terms, conditions, covenants, and/or provisions of this Agreement shall prevail with **Exhibit "B"**

and the IFB (including all specifications, exhibits and addenda attached thereto) next taking precedence. Wherever possible, the provisions of such documents shall be construed in such a manner as to avoid conflicts between provisions of the various documents.

16.2 This Agreement supersedes any and all other Agreements, either oral or in writing, between the parties hereto with respect to the subject matter hereof, and no other Agreement, statement, or promise relating to the subject matter of this Agreement which is not contained herein shall be valid or binding.

17. ASSIGNMENT

17.1 Nothing under this Agreement shall be construed to give any rights or benefits to any party other than the CITY and the CONTRACTOR. All duties and responsibilities under this Agreement shall be for the sole and exclusive benefit of the CITY and the CONTRACTOR and not for the benefit or any other party. The CONTRACTOR shall not assign any right or interest in this Agreement, and shall not delegate any duty owned, without the CITY's prior written consent. Any attempted assignment or delegation shall be void and totally ineffective for all purposes, and shall constitute a material breach upon which the CITY may immediately terminate or suspend this Agreement.

17.2 In the event the CITY consents to an assignment or delegation, the assignee, delegate, or its legal representative shall agree in writing to personally assume, perform, and be bound by this Agreement's covenants, conditions, obligations and provisions.

18. SUCCESSORS AND ASSIGNS

18.1 Subject to the provision regarding assignment, this Agreement shall be binding on the heirs, executors, administrators, successors, and assigns of the respective parties.

19. OF TRIAL BY JURY

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

20. GOVERNING LAW AND REMEDIES

20.1 The validity of this Agreement and of any of its terms or provisions, as well as the rights and duties of the parties hereunder, shall be governed by the laws of the State of Florida and venue shall be in Palm Beach County, Florida.

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

21. TIME IS OF THE ESSENCE

21.1 Time is of the essence in all respects under this Agreement.

22. NOTICES

22.1 All notices hereunder must be in writing and, unless otherwise provided herein, shall be deemed validly given on the date when personally delivered to the address indicated below; or on the third (3rd) business day following deposit, postage prepaid, using certified mail, return receipt requested, in any U.S. postal mailbox or at any U.S. Post Office; or when sent via nationally recognized overnight courier to the address indicated below. Should the CITY or the CONTRACTOR have a change of address, the other party shall immediately be notified in writing of such change, provided, however, that each address for notice must include a street address and not merely a post office box. All notices, demands or requests from the CONTRACTOR to the CITY shall be given to the CITY address as follows:

City Manager
City of Lake Worth Beach
7 North Dixie Highway
Lake Worth Beach, Florida 33460

All notices, demands or requests from the CITY to the CONTRACTOR shall be given to the CONTRACTOR address as follows:

Odyssey Manufacturing Company
1484 Massaro Blvd.
Tampa, FL 33619

23. SEVERABILITY

23.1 Should any part, term or provision of this Agreement or any document required herein to be executed be declared invalid, void or unenforceable, all remaining parts, terms and provisions hereof shall remain in full force and effect and shall in no way be invalidated, impaired or affected thereby.

24. DELAYS AND FORCES OF NATURE

24.1 The CONTRACTOR shall not be considered in default by reason of a delay in timely performance if such delay and failure arises out of causes reasonably beyond the control of the CONTRACTOR or its subcontractors and without their fault or negligence. Upon the CONTRACTOR's request, the CITY shall consider the facts and extent of any such delay and failure to timely perform the work for reason beyond the control of the CONTRACTOR and, if the CONTRACTOR'S delay and failure to timely perform was without it or its subcontractors' fault or negligence, as determined by the CITY in its sole discretion, the time of completion shall be extended for any reasonable time that the CITY, in its sole discretion, may decide; subject to the CITY'S rights to change, terminate, or stop any or all of the work at any time. If the CONTRACTOR is delayed at any time in the progress of the work by any act or neglect of the CITY or its employees, or by any other contractor employed by the CITY, or by changes ordered by the CITY or in an unusual delay in transportation, unavoidable casualties, or any causes beyond the CONTRACTOR'S control, or by delay authorized by the CITY pending negotiation or by any cause which the CITY, in its sole discretion, shall decide justifies the delay, then the time of completion shall be extended for any reasonable time the CITY, in its sole discretion, may

decide. No extension of time shall be made for any delay occurring more than five (5) days before a claim therefore is made in writing to the CITY. In the case of continuing cause of delay, only one (1) claim is necessary. The CONTRACTOR's sole remedy for a delay in completion of the work for any reason will be an extension of time to complete the work and CONTRACTOR specifically waives any right to seek any monetary damages or losses for a delay in completion of the work, including, but not limited to, waiving any right to seek monetary amounts for lost profits, additional overhead, salaries, lost productivity, efficiency losses, or any other alleged monetary losses which may be allegedly suffered by CONTRACTOR due to a delay in completion of the work.

25. COUNTERPARTS

25.1 This Agreement may be executed in counterparts, each of which shall be an original, but all of which shall constitute one and the same document. This Agreement may be executed electronically.

26. LIMITATIONS OF LIABILITY

26.1 Under no circumstances shall either party be liable to the other for any consequential, incidental, special, punitive, or any other form of indirect or non-compensatory damages.

27. PUBLIC ENTITY CRIMES

27.1 CONTRACTOR acknowledges and agrees that a person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier or sub-contractor under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, Florida Statutes, for CATEGORY TWO for a period of 36 months following the date of being placed on the convicted vendor list. CONTRACTOR will advise the CITY immediately if it becomes aware of any violation of this statute.

28. PREPARATION

28.1 This Agreement shall not be construed more strongly against either party regardless of who was more responsible for its preparation.

29. PALM BEACH COUNTY INSPECTOR GENERAL

29.1 In accordance with Palm Beach County ordinance number 2011-009, the CONTRACTOR acknowledges that this Agreement may be subject to investigation and/or audit by the Palm Beach County Inspector General. The CONTRACTOR has reviewed Palm Beach County ordinance number 2011-009 and is aware of its rights and/or obligations under such ordinance.

30. ENFORCEMENT COSTS

30.1 All parties shall be responsible for their own attorneys' fees, court costs and expenses if any legal action or other proceeding is brought for any dispute, disagreement, or issue of

construction or interpretation arising hereunder whether relating to the Contract's execution, validity, the obligations provided therein, or performance of this Contract, or because of an alleged breach, default or misrepresentation in connection with any provisions of this Contract.

31. PUBLIC RECORDS

31.1 CONTRACTOR shall comply with Florida's Public Records Laws, Chapter 119, Florida Statutes, and, if it is acting on behalf of the CITY as provided under section 119.011(2), the CONTRACTOR specifically agrees to:

- (a) Keep and maintain public records required by the CITY to perform the services under this Agreement.
- (b) Upon request from the CITY's custodian of public records, provide the CITY with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in this Chapter 119, Florida Statutes, or as otherwise provided by law.
- (c) Ensure that said public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Agreement term and following completion of the Agreement, if the CONTRACTOR does not transfer the records to the CITY.
- (d) Upon the completion of the Agreement, transfer, at no cost, to the CITY all public records in possession of the CONTRACTOR or keep and maintain public records required by the CITY to perform the services. If the CONTRACTOR transfers all public records to the CITY upon completion of the Agreement, the CONTRACTOR shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the CONTRACTOR keeps and maintains public records upon completion of the Agreement, the CONTRACTOR shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the CITY, upon request from the CITY's custodian of public records, in a format that is compatible with the information technology systems of the City.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (561) 586-1660, CITYCLERK@LAKEWORTHBEACHFL.GOV, OR BY MAIL AT CITY OF LAKE WORTH BEACH, ATTN: City Clerk, 7 NORTH DIXIE HIGHWAY, LAKE WORTH BEACH, FLORIDA 33460.

32. COPYRIGHTS AND/OR PATENT RIGHTS

32.1 CONTRACTOR warrants that there has been no violation of copyrights and/or patent rights in the manufacturing, producing or selling of the goods, shipped or ordered, as a result of this Agreement and the CONTRACTOR agrees to hold the City harmless from any and all liability, loss, or expense occasioned by any such violation.

33. COMPLIANCE WITH OCCUPATIONAL SAFETY AND HEALTH

33.1 CONTRACTOR certifies that all material, equipment, etc., contained in this bid meets all OSHA requirements. CONTRACTOR further certifies that, if the material, equipment, etc., delivered is subsequently found to be deficient in any OSHA requirements in effect on date of delivery, all costs necessary to bring the material, equipment, etc. into compliance with the aforementioned requirements shall be borne by the CONTRACTOR.

34. FEDERAL AND STATE TAX

34.1 The CITY is exempt from Federal Tax and State Tax for Tangible Personal Property. The Procurement Official will sign an exemption certificate submitted by the successful Proposer. Vendors or contractors doing business with the CITY shall not be exempted from paying sales tax to their suppliers for materials to fulfill contractual obligations with the CITY, nor shall any Vendor/Contractor be authorized to use the CITY's tax Exemption Number in securing such materials.

35. PROTECTION OF PROPERTY

35.1 The CONTRACTOR shall at all times guard against damage or loss to the property of the CITY or of other vendors or contractors and shall be held responsible for replacing or repairing any such loss or damage. The CITY may withhold payment or make such deductions as deemed necessary to insure reimbursement or replacement for loss or damage to property through negligence of the successful CONTRACTOR or its agents. The CONTRACTOR shall be responsible to safeguard all of their property such as tools and equipment while on site. The CITY will not be held responsible for any loss of CONTRACTOR property due to theft or vandalism.

36. DAMAGE TO PERSONS OR PROPERTY

36.1 The responsibility for all damage to person or property arising out of or on account of work done under this Contract shall rest upon the CONTRACTOR, and he/she shall save the CITY and political unit thereof harmless from all claims made on account of such damages.

37. SAFETY: ACCIDENT PREVENTION.

37.1 In the performance of this Agreement, the CONTRACTOR shall comply with all applicable Federal, State, and local laws governing safety, health, and sanitation (23 CFR 635). The CONTRACTOR shall provide all safeguards, safety devices and protective equipment and take any other needed actions as it determines, or as the CITY, may determine to be reasonably necessary to protect the life and health of employees on the job and the safety of the public and to protect property in connection with the performance of the work covered by the contract.

37.2 It is a condition of this Agreement, and shall be made a condition of each subcontract, which the CONTRACTOR enters into pursuant to this Agreement (if authorized), that the CONTRACTOR and any subcontractor shall not permit any employee, in performance of the contract, to work in surroundings or under conditions which are unsanitary, hazardous or dangerous to his/her health or safety, as determined under construction safety and health standards (29 CFR 1926) promulgated by the Secretary of Labor, in accordance with Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 333).

37.3 Pursuant to 29 CFR 1926.3, it is a condition of this Agreement that the Secretary of Labor or authorized representative thereof, shall have right of entry to any site of contract performance to inspect or investigate the matter of compliance with the construction safety and health standards and to carry out the duties of the Secretary under Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 333).

38. IMPLEMENTATION OF CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT (Applicable to all federally funded contracts and any subcontracts of \$100,000 or more).

38.1 By execution of this Agreement, CONTRACTOR, if applicable, will be deemed to have stipulated as follows:

- (a) Any CITY facility or property that is or will be utilized in the performance of this Agreement, unless such contract is exempt under the Clean Air Act, as amended (42 U.S.C. 1857 et seq., as amended by Pub.L. 91-604), and under the Federal Water Pollution Control Act, as amended (33 U.S.C. 1251 et seq., as amended by Pub.L. 92-500), Executive Order 11738, and regulations in implementation thereof (40 CFR 15) is not listed, on the date of contract award, on the U.S. Environmental Protection Agency (EPA) List of Violating Facilities pursuant to 40 CFR 15.20.
- (b) CONTRACTOR agrees to comply and remain in compliance with all the requirements of Section 114 of the Clean Air Act and Section 308 of the Federal Water Pollution Control Act and all regulations and guidelines listed thereunder.
- (c) CONTRACTOR shall promptly notify the CITY of the receipt of any communication from the Director, Office of Federal Activities, EPA, indicating that a CITY facility or property that is or will be utilized for the Agreement is under consideration to be listed on the EPA List of Violating Facilities.

39. SCRUTINIZED COMPANIES

39.1 CONTRACTOR certifies that it and its subcontractors are not on the Scrutinized Companies that Boycott Israel List and are not engaged in the boycott of Israel. Pursuant to section 287.135, Florida Statutes, the CITY may immediately terminate this Agreement at its sole option if the CONTRACTOR or any of its subcontractors are found to have submitted a false certification; or if the CONTRACTOR or any of its subcontractors, are placed on the Scrutinized Companies that Boycott Israel List or is engaged in the boycott of Israel during the term of this Agreement.

39.2 If this Agreement is for one million dollars or more, the CONTRACTOR certifies that it and its subcontractors are also not on the Scrutinized Companies with Activities in Sudan List, Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged in business operations in Cuba or Syria as identified in Section 287.135, Florida Statutes. Pursuant to Section 287.135, the CITY may immediately terminate this Agreement at its sole option if the CONTRACTOR, or any of its subcontractors are found to have submitted a false certification; or if the CONTRACTOR or any of its subcontractors are placed on the Scrutinized Companies with Activities in Sudan List, or Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or are or have been engaged with business operations in Cuba or Syria during the term of this Agreement.

39.3 The CONTRACTOR agrees to observe the above requirements for applicable subcontracts entered into for the performance of work under this Agreement.

39.4 The CONTRACTOR agrees that the certifications in this section shall be effective and relied upon by the CITY for the term of this Agreement, including any and all renewals.

39.5 The CONTRACTOR agrees that if it or any of its subcontractors' status changes in regards to any certification herein, the CONTRACTOR shall immediately notify the CITY of the same.

39.6 As provided in Subsection 287.135(8), Florida Statutes, if federal law ceases to authorize the above-stated contracting prohibitions then they shall become inoperative.

40. E-VERIFY

Pursuant to Section 448.095(2), Florida Statutes, beginning on January 1, 2021, the CONTRACTOR shall:

40.1. Register with and use the E-Verify system to verify the work authorization status of all newly hired employees and require all subcontractors (providing services or receiving funding under this Agreement) to register with and use the E-Verify system to verify the work authorization status of all the subcontractors' newly hired employees;

40.2. Secure an affidavit from all subcontractors (providing services or receiving funding under this Agreement) stating that the subcontractor does not employ, contract with, or subcontract with an "unauthorized alien" as defined in Section 448.095(1)(k), Florida Statutes;

40.3. Maintain copies of all subcontractor affidavits for the duration of this Agreement and provide the same to the CITY upon request;

40.4. Comply fully, and ensure all of its subcontractors comply fully, with Section 448.095, Florida Statutes;

40.5. Be aware that a violation of section 448.09, Florida Statutes (Unauthorized Aliens; Employment Prohibited), shall be grounds for termination of this Agreement; and,

40.6. Be aware that if the CITY terminates this Agreement under Section 448.095(2)(c), Florida Statutes, the CONTRACTOR may not be awarded a contract for at least one (1) year after the date on which the Agreement is terminated and will be liable for any additional costs incurred by the CITY as a result of the termination of the Agreement.

41. SURVIVABILITY

41.1 Any provision of this Agreement which is of a continuing nature or imposes an obligation which extends beyond the term of this Agreement shall survive its expiration or earlier termination.

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SIGNATURE PAGE FOLLOWS

IN WITNESS WHEREOF the parties hereto have made and executed this Agreement for Goods and Services (50% Caustic Soda-Water Treatment Chemicals) on the day and year first above written.

CITY OF LAKE WORTH BEACH, FLORIDA

By: _____
Betty Resch, Mayor

ATTEST:

By: _____
Melissa Ann Coyne, City Clerk

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

APPROVED FOR FINANCIAL SUFFICIENCY:

By: _____
Glen J. Torcivia, City Attorney

By: _____
Bruce T. Miller, Financial Services Director

CONTRACTOR:

Odyssey Manufacturing Co.

By: _____
[Signature]

Print Name: Patrick A. Allman

Title: General Manager

[Corporate Seal]

STATE OF Florida)
COUNTY OF Hillsborough)

THE FOREGOING instrument was acknowledged before me by means of
• physical presence or • online notarization on this 2nd day of November 2021,
by Patrick Allman, as the General Manager [title] of Odyssey
Manufacturing Co., a corporation authorized to do business in the State of Florida, who
is personally known to me or who has produced _____ as
identification, and who did take an oath that he or she is duly authorized to execute the
foregoing instrument and bind the CONTRACTOR to the same.

[Signature]
Notary Public Signature

Notary Seal:



**Exhibit A
CONTRACTOR'S PRICE BID**

(B4)

IFB # 21-208 50% Caustic Soda-Water Treatment Chemicals

SCHEDULE OF UNIT PRICES

In order to evaluate the total bid amount, each Bidder must identify the unit prices for the materials set forth in the Scope of Services. The quantities below are estimated quantities. City does not guarantee a minimum order and reserves the right to adjust these quantities as considered in the best interest of the City. The bidder acknowledges that no additional payment will be made for adjustments in the quantities. The award will be based on the full truck load pricing.

Item	Description	Annual Usage	Unit Price	Total Usage Annual Usage x Unit Price = Total Usage
	Caustic Soda 50%			
1	Full Truck Load	55,000 GAL	\$ <u>2.20</u> / Gal	\$ <u>121,000</u>
2	Partial Truck Load	10,000 GAL	\$ <u>2.65</u> / Gal	\$ <u>26,500</u>

Name of Bidder: Odyssey Manufacturing Company

Address: 1484 Massaro Blvd., Tampa ST FL. Zip 33619

Phone: (813) 635-0339 Email: p.allman@odysseymanufacturing.com

Print Name: Patrick Allman Title: General Manager

SIGNATURE:  Date: 8/27/21

Exhibit B
IFB Scope of Work

1. **Delivery Location(s)**. The City currently requires delivery of 50% Caustic Soda-Water Treatment Chemicals at the below address. The CONTRACTOR understands, acknowledges, and agrees that the City may elect to add, remove, or revise delivery locations in the future.

Delivery Address:

R/O WATER PLANT, 301 COLLEGE STREET, LAKE WORTH BEACH, FL 33460

Two 2,256 Gallon tanks and One 6,770 Gallon tank

Or

MASTER PUMP STATION, 202 SOUTH GOLFVIEW ROAD, LAKE WORTH, FL 33460

CONTRACTOR shall comply with any and all applicable Federal, State, County, City regulations surrounding delivery and handling requirements.

2. **Delivery and Order Fulfillment**. Delivery shall be successfully completed within 48-72 hours of order placement or as stated by the ordering location. Delivery deviations shall be communicated to the ordering location at time of order placement.

It is hereby made a part of this Agreement that before, during, and after a public emergency, disaster, hurricane, flood or Act of God that the City, shall require a "first priority" basis for goods and services. It is vital and imperative that the majority of citizens are protected from any emergency situation that threatens public health and safety.

Time of Delivery: Monday through Friday 7:00 AM to 3:00 PM; exceptions can be made for emergencies.

3. **Quantities**. Quantities specified are based on annual estimates. The City makes no guarantee regarding the quantity to be purchased and reserves the right to vary the quantities. **Prices and quantities are to be quoted based on gallons, NOT weight.**

4. **Delivery & Invoice Documentation**. The City requires all shipments be accompanied by a packing list or bill of lading stating, at a minimum, a description of the product and quantity. Shipments shall bear warning labels as specified by USDOT regulations. Invoices shall contain, at a minimum, the applicable City issued Purchase Order number, delivery date, quantity, product description, price, and unique invoice number.

Delivery Reports:

A certified report from the manufacturer shall be submitted for each Caustic Soda delivery to the City of Lake Worth Beach. The report shall contain the following data:

Date & Time of Manufacture Percent by weight of:

1. Strength in %

2. Shall Meet requirements of AWWA B501(certified as suitable for use in treatment of drinking water)
3. NSF/ANSI Standard 60 Certification
4. Quantity in Gallons
5. Quantity in pounds Specific Gravity (Referenced to a temperature)

5. **Quality Assurance (QA) & Returned Goods.** The CONTRACTOR shall be solely responsible for ensuring that the 93% Sulfuric Acid is the correct quantity and that it meets all the specifications outlined in the Bid document. Deliveries that do not meet bid and purchase order specifications and requirements, including quality standards, shall be subject to delivery refusal and return to the vendor, at the expense of the vendor. No costs will be incurred by the City.

6. **Material Safety Data Sheet (MSDS) and Safety Compliance.** A current Material Safety Data Sheet (MSDS) must be submitted for each applicable item within seven (7) calendar days of notification of award and with each shipment. The CONTRACTOR shall comply with the rules and regulations of the Florida Department of Commerce regarding industrial safety and with the standards set forth in the Occupational Safety and Health Act of 1970 (OSHA and its amendments).

7. ADDITIONAL REQUIREMENTS

The CONTRACTOR shall assure that when, in the opinion of the City, an emergency condition exists, trained emergency crews and properly fitted equipment will be made available in an expeditious manner and will work with the using agency (if trained staff from using agency are available). CONTRACTOR shall state location and phone number of nearest emergency crew.



City of Lake Worth Beach
IFB 21-208 50% Caustic Soda-Water Treatment Chemicals

Bid Tab

Vendor:		Brenntag Mid-South, Inc.		Odyssey Manufacturing Company		Univar Solutions		Florida Chemical Supply Inc		Allied Universal Corp	
ITEM #	DESCRIPTION	Full Truck Load	Partial Truck Load	Full Truck Load	Partial Truck Load	Full Truck Load	Partial Truck Load	Full Truck Load	Partial Truck Load	Full Truck Load	Partial Truck Load
1	50% Caustic Soda-Water Treatment Chemicals	\$136,950.00	\$38,000.00	\$121,000.00	\$26,500	\$160,600.00	\$33,900	\$133,650.00	\$26,800.00	\$131,450.00	\$30,100.00
	Bid Package Cover Sheet (B1)	submitted		submitted		submitted		submitted		submitted	
	Minimum Qualifications (B2)	submitted		submitted		submitted		submitted		submitted	
	Bid (B3)	submitted		submitted		submitted		submitted		submitted	
	Schedule of Unit Prices (B4)	submitted		submitted		submitted		submitted		submitted	
	Substitution Sheet (B5) if applicable	not applicable		not applicable		not applicable		not applicable		not applicable	
	Schedule of Subcontractors (B6)	not applicable		not applicable		not applicable		not applicable		not applicable	
	Contractor Verification Form (B7)	submitted		submitted		submitted		submitted		submitted	
	List of References (B8)	submitted		submitted		submitted		submitted		submitted	
	Non-collusion Affidavit (B9)	submitted		submitted		submitted		submitted		submitted	
	Drug Free Certification (B10)	submitted		submitted		submitted		submitted		submitted	
	Campaign Contribution Statement (B11)	submitted		submitted		submitted		submitted		submitted	
	Scrutinized Companies Certification (B12)	submitted		submitted		submitted		submitted		submitted	
	Addendums Acknowledgment (if any issued)	submitted		submitted		submitted		submitted		submitted	

EXECUTIVE BRIEF REGULAR MEETING

AGENDA DATE: November 16, 2021

DEPARTMENT: Water Utilities

TITLE:

Work Order #2 and Second Amendment with B&B Underground Construction, Inc. for emergency sewer main repair

SUMMARY:

Work Order #2 with B&B Underground Construction, Inc. provides emergency sewer main repair and water main replacement at 10th to 11th Ave N between north G and north H Streets for a total cost of \$185,482.00. The Second Amendment adds five additional line item costs for the repair work.

BACKGROUND AND JUSTIFICATION:

The City has an agreement with B&B Underground Construction, Inc. for Emergency Utility Repairs for Water, Wastewater and Stormwater. Work Order #2 includes installation of two manholes north of 10th Ave N and approximately 400 linear feet of gravity sewer main. Due to the depth of the gravity sewer main and the confined space within the right of way where these utilities are located, the existing water main has to be removed and temporary main put in service in order to excavate a trench and install the new gravity sewer main. The existing gravity sewer is experiencing major failures and causing sinkholes in the alleyway. The sands entering the main create blockages in the gravity main. The City crews have been managing the sewer system and avoiding an overflow of raw sewage by vacuuming the collection system on a daily basis. The repair also includes road base and paving, striping and associated repair to a section of City roadway. As this is an emergency repair and getting worse by the day, this work order was approved by City Manager and is requested to be ratified by City Commission. B&B Underground Construction is currently on-site and in progress of making above referenced repairs.

The Second Amendment to Agreement includes five additional line items that were not part of the original agreement, but are necessary for the repair project.

MOTION:

Move to ratify Work Order #2 with B&B Underground Construction, Inc for emergency sewer main repair and water main replacement at 10th to 11th Ave N between north G and north H Streets for a total cost of \$185,482.00 and the Second Amendment which adds five additional line item costs for the repair work.

ATTACHMENT(S):

Fiscal Impact Analysis
Work Order #2
Second Amendment

FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2022	2023	2024	2025	2026
Capital Expenditures	185,482.42	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	185,482.42	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	Budget Transfer	Agenda Expenditure	Balance
423-7231-535.63-15	Sewer - Improve other than Build	LS1402	\$180,993.00	\$150,000.53	n/a	\$120,463.73	\$29,536.80
422-7034-533.63-60	Watermains- Improve other than Build	WT1804	\$1,930,062.00		Rollover from 2021	\$65,018.69	

**CONTRACTOR AGREEMENT
(EMERGENCY UTILITY REPAIRS FOR WATER, WASTEWATER AND STORMWATER)
WORK ORDER NO. 2**

THIS WORK ORDER for Emergency Utility Repairs for Water, Wastewater and Stormwater ("Work Order" hereafter) is made on the 11/1/2021, between the **City of Lake Worth Beach**, a Florida municipal corporation located at 7 North Dixie Highway, Lake Worth, Florida 33460 ("City" hereafter) and **B & B Underground Construction, INC.** a Florida corporation ("Contractor" hereafter).

1.0 Project Description:

The City desires the Contractor to provide all goods, services, materials and equipment as identified herein related to the Emergency Utility Repairs for Water, Wastewater and Stormwater project generally described as: 10th to 11th Ave N between N G and N H Street sewer and water main replacement project (the "Project"). ~~The Project is more specifically described in the plans prepared by _____, dated _____, 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 construction services for the Project as specified in the **Contractor's proposal attached hereto and incorporated herein as Exhibit "1"**.

3.0 Schedule and Liquidated Damages

Substantial completion of all services and work under this Work Order shall be within 30 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 45 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 unit price, not to exceed amount of \$185,482.42 (one hundred eighty five thousand, four hundred eight two dollars and forty two cents). The attached proposal identifies all costs and expenses included in the unit price, not to exceed amount.

The following Direct Purchases are to be made under this Work Order by the City: N/A.

5.0 Project Manager

The Project Manager for the Contractor is Stephen Decker, phone:561-249-0341; email: sdecker@bbuconst.com; and, the Project Manager for the City is Judy Love, phone:561-586-1745; email: jlove@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 Contract Documents including this Work Order, work, site, locality, and all local conditions and laws and regulations that in any manner may affect cost, progress, performance or furnishing of the work.

7.2 Contractor has obtained at his/her own expense and carefully studied, or assumes responsibility for obtaining and carefully studying, soil investigations, explorations, and test reports which pertain to the subsurface conditions at or contiguous to the site or otherwise may affect the cost, progress, performance or furnishing of the work as Contractor considers necessary for the performance or furnishing of the work at the stated work order price within the Work Order stated time and in accordance with the other terms and conditions of the Contract Documents, including specifically the provisions of the IFB; and no additional examinations, investigations, explorations, tests, reports, studies or similar information or data are or is deemed necessary by Contractor for such purposes.

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

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

7.5 Contractor has given the City's Contract Administrator written notice of all conflicts, errors or discrepancies that he or she has discovered in the Contract Documents and the written resolution thereof by City or its designee is acceptable to the Contractor.

8.0 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 Emergency Utility Repairs for Water, Wastewater and Stormwater Contract between the City of Lake Worth Beach and the Contractor, dated July 10, 2020 ("Contract" hereafter). If there are any conflicts between the terms and conditions of this Work Order and the Contract, the terms and conditions of the Contract shall prevail.

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SIGNATURE PAGE FOLLOWS

IN WITNESS WHEREOF, the parties hereto have made and executed this **Work Order** as of the

day and year set forth above.

CITY OF LAKE WORTH BEACH, FLORIDA

By: Juan Ruiz
Juan Ruiz, City Manager



ATTEST:

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

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY:

By: Christy Goddeau
Glen J. Torcivia, City Attorney

APPROVED FOR FINANCIAL
SUFFICIENCY

By: Bruce T. Miller
Bruce T. Miller, Financial Services Director

CONTRACTOR: **B & B Underground Construction INC.**

[Corporate Seal]

By: [Signature]
Print Name: Stephen Decker
Title: PRES

STATE OF FLORIDA)
COUNTY OF Palm Beach)

The foregoing instrument was acknowledged before me by means of physical presence or online notarization on this 22nd day of October, 2021, by Stephen Decker, as the president (title), of **B & B Underground Construction INC.**, a Company which is authorized to do business in the State of Florida, and who is personally known to me or who has produced _____ as identification, and who did take an oath that he or she is duly authorized to execute the foregoing instrument and bind the CONTRACTOR to the same.

Notary Seal:

[Signature]
Notary Public Signature



Exhibit 1

EMERENGECY UTILITY REPAIRS FOR WATER,
WASTEWATER AND STORM WATER
IFB 20-006
AND N.G & N. H STREET

ITEM	DESCRIPTION	Qty	U/M	Unit Price	Total Price	
GC-3	NON-EMERGENCY MOBILIZATION/DEMobilIZATION COSTS FOR REAR EASEMENT REPAIRS	1	LS	\$ 2,000.00	\$ 2,000.00	
GC-6	RECORD DRAWING (MORE THAN 40 LF OF UTILITY WORK	1	LS	\$ 1,500.00	\$ 1,500.00	
GC-7	CONSTRUCTION SURVEY	1	LS	\$ 1,000.00	\$ 1,000.00	
GC-8	MOT RESIDENTAL STREET	1	EA	\$ 350.00	\$ 350.00	
GC-9	MOT CITY ARTERIAL STREET	1	EA	\$ 1,000.00	\$ 1,000.00	
GC-11	SAMPLE POINT AND TESTING	2	EA	\$ 250.00	\$ 500.00	
GC-12	DENSITY TESTS (ACTUAL COST)	16	EA	\$ 30.00	\$ 480.00	
GC-13	PROCTOR TESTS (ACTUAL COST)	1	EA	\$ 250.00	\$ 250.00	
	SUBTOTAL				\$ 7,080.00	
	GRAVITY SANITARY SEWER					
F-24	SANITARY SEWER 8"PVC MAIN SDR 26 4'-8' CUT	400	LF	\$ 60.00	\$ 24,000.00	
F-71	SANITARY SEWER 6"LATERAL & CLEAN-OUT SINGLE >7'TO MAIN	5	EA	\$ 2,100.00	\$ 10,500.00	
F-134	6'-8' SANITARY MANHOLE	2	EA	\$ 14,000.00	\$ 28,000.00	
F-140	CORE DRILL EXISTING MANHOLE	2	EA	\$ 4,000.00	\$ 8,000.00	
	SUBTOTAL				\$ 70,500.00	
	FURNISH & INSTALL WATERMAIN	1				
W-3	FURNISH & INSTALL 6" C-900 DR 18 PVC WATERMAIN	400	LF	\$ 85.00	\$ 34,000.00	
W-24	6"GATE VALVE & VALVE BOX	1 2	EA	\$ 1,000.00	\$ 2,000.00	1,000.00
W-89	6"INSERTION LINE STOP	1 2	EA	\$ 4,600.00	\$ 9,200.00	4,600.00
W-105	SHORT SINGLE SERVICE(1-2" POLY)(UP TO 10' LONG)INCLUDES METER BOX& ALL APPURTENANCES EXCEPT METER	5	EA	\$ 1,500.00	\$ 7,500.00	
W-116	REMOVE & DISPOSE EXISTING WATERMAIN	400	LF	\$ 9.00	\$ 3,600.00	
	SUBTOTAL				\$ 56,300.00	50,700
	RESTORATION					
R-1	REMOVE & DISPOSEAL OF 6" THICK CONCRETE	100	SF	\$ 6.00	\$ 600.00	
R-2	FURNISH & INSTALL 4" CONCRETE	100	SF	\$ 9.00	\$ 900.00	
R-18	MILL EXISTING PAVEMENT (3/4"-1" AVG.)	133.33	SY	\$ 15.00	\$ 1,999.95	
R-19	III(3/4"-1" AVG.)	133.33	SY	\$ 25.00	\$ 3,333.25	
R24	FDOT FLOWABLE FILL	6	CY	\$ 220.00	\$ 1,320.00	
R-30	ADJUST MANHOLE RING & COVER	2	EA	\$ 500.00	\$ 1,000.00	

	SUBTOTAL				\$ 9,153.20	
	WELLPOINT SYSTEM AND DEWATERING					
WP-1	WELLPOINT SYSTEM UP TO 50 POINTS COMPLETE WITH PUMP AND JETTING EQUIPMENT AND MONITORING	2	DAY	\$ 3,500.00	\$ 7,000.00	
	SUBTOTAL				\$ 7,000.00	
	BY-PASS PUMPING SET UP WITH BY-PASS PUMPING	21	DAY	\$ 2,000.00	\$ 42,000.00	0.00
	SUBTOTAL				\$ 42,000.00	0.00
	ADDITIONAL COST NOT COVERED BY UNIT PRICES					
	MANHOLE COATING STRONG SEAL	201.16	SF	\$ 21.15	\$ 4,254.53	
	PIPE COST INCREASE	400	LF	\$ 10.19	\$ 4,076.00	
	FENCE REPLACEMENT	400	LF	\$ 42.00	\$ 16,800.00	
	STABILIZER TRUCKS TO HOLD POLES (Rock Stabilization)	2	LOADS	\$ 800.00	\$ 1,600.00	
	TEMPOARY 2" WATER MAIN W/SERVICES	1	EA	\$ 14,318.69	\$ 14,318.69	
	SUBTOTAL				\$ 41,049.22	
	GRAND TOTAL				\$ 233,082.42	185,482.42

SECOND AMENDMENT TO CONTRACTOR AGREEMENT
(Emergency Utility Repairs for Water, Wastewater and Stormwater)

THIS SECOND AMENDMENT (“Amendment”) to the Agreement is made as of 11/1/2021, 2021, by and between the **City of Lake Worth Beach**, a Florida municipal corporation (“CITY”) and **B&B Underground Construction, INC.** (“CONTRACTOR”).

WHEREAS, on July 10, 2020, the CITY entered into the Contractor Agreement with the CONTRACTOR for the Emergency Utility Repairs for Water, Wastewater and Stormwater (“Agreement”); and

WHEREAS, CITY and CONTRACTOR wish to amend the Agreement to include the new statutory E-Verify provision and to add additional unit price items which the CITY has determined are necessary and reasonable for CITY’s funded projects; and

WHEREAS, the CITY finds amending the Agreement as set forth herein is in the best interest of the CITY and serves a valid public purpose.

NOW, THEREFORE, in consideration of the mutual promises set forth herein, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follow:

1. **Recitals**. The parties agree that the recitals set forth above are true and correct and are fully incorporated herein by reference.

2. **Fee and Ordering Mechanism**. The Agreement is amended at Section 5, Fee and Ordering Mechanism, by amending **Exhibit “C”** of the Agreement, to add the additional unit price items set forth in **Exhibit “1”** attached hereto and incorporated herein. These additional unit price items shall only apply to projects funded by the CITY.

3. **E-Verify**. The Agreement is amended to add the following statutory provision:

Pursuant to Section 448.095(2), Florida Statutes, beginning on January 1, 2021, the CONTRACTOR shall:

- a. Register with and use the E-Verify system to verify the work authorization status of all newly hired employees and require all subcontractors (providing services or receiving funding under this Agreement) to register with and use the E-Verify system to verify the work authorization status of all the subcontractors’ newly hired employees;
- b. Secure an affidavit from all subcontractors (providing services or receiving funding under this Agreement) stating that the subcontractor does not employ, contract with, or subcontract with an “unauthorized alien” as defined in Section 448.095(1)(k), Florida Statutes;
- c. Maintain copies of all subcontractor affidavits for the duration of this Agreement and provide the same to the CITY upon request;

- d. Comply fully, and ensure all of its subcontractors comply fully, with Section 448.095, Florida Statutes;
- e. Be aware that a violation of Section 448.09, Florida Statutes (Unauthorized aliens; employment prohibited) shall be grounds for termination of this Agreement; and,
- f. Be aware that if the CITY terminates this Agreement under Section 448.095(2)(c), Florida Statutes, CONTRACTOR may not be awarded a contract for at least 1 year after the date on which the Agreement is terminated and will be liable for any additional costs incurred by the CITY as a result of the termination of the Agreement.

4. **Entire Agreement.** The CITY and the CONTRACTOR agree that the Agreement and this Amendment set forth the entire agreement between the parties, and that there are no promises or understandings other than those stated herein. None of the provisions, terms and conditions contained in this Amendment may be added to, modified, superseded or otherwise altered, except by written instrument executed by the parties hereto.

5. **Legal Effect.** This Amendment shall not become binding and effective until approved by the City Commission.

6. **Counterparts.** This Amendment may be executed in one or more counterparts, each of which shall be deemed an original, and will become effective and binding upon the parties as of the effective date at such time as all the signatories hereto have signed a counterpart of this Amendment. The parties may sign this Amendment electronically and such electronic signature will be treated as an original signature of the signing party.

7. **Amendment.** Except for the provisions of the Agreement specifically modified by this Amendment, all other terms and conditions of the Agreement shall remain in full force and effect.

**REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK
SIGNATURE PAGE FOLLOWS**

IN WITNESS WHEREOF the parties hereto have made and executed this Second Amendment to the Contractor Agreement (Emergency Utility Repairs for Water, Wastewater and Stormwater) on the day and year first above written.

CITY OF LAKE WORTH BEACH, FLORIDA

By: Juan Ruiz
Juan Ruiz, Interim City Manager

ATTEST:



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

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

By: Christy Goddeau
Glen J. Torcivia, City Attorney

APPROVED FOR FINANCIAL SUFFICIENCY

By: Bruce T. Miller
Bruce T. Miller, Financial Services Director

CONTRACTOR: **B&B Underground Construction, INC.**

By: [Signature]

Print Name: Stephen Decker

Title: Pres

[Corporate Seal]

STATE OF FLORIDA)
COUNTY OF Palm Beach)

THE FOREGOING instrument was acknowledged before me by means of physical presence or online notarization on this 22nd day of October 2021, by Stephen Decker, as the President [title] of B&B Underground Construction, INC., a Florida Corporation, who is personally known to me or who has produced _____ as identification, and who did take an oath that he or she is duly authorized to execute the foregoing instrument and bind the CONTRACTOR to the same.

Ernestine Siggers
Notary Public Signature

Notary Seal:

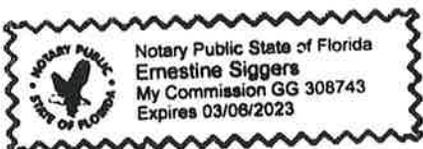


EXHIBIT "1"
(adding the following unit price items to Exhibit "C")

Item No.	Description	U/M	Unit Price
1	Manhole Coating Strong Seal	SF	\$21.15
2	Pipe Cost Increase	LF	\$10.19
3	Fence Replacement	LF	\$42.00
4	Rock Stabilization	LD	\$800.00
5	2" Temporary Water Main W/Services	EA	\$14,318.69

EXECUTIVE BRIEF REGULAR MEETING

AGENDA DATE: November 16, 2021

DEPARTMENT: Public Works

TITLE:

Purchase Order with Alan Jay Fleet Sales for the procurement of fleet replacement vehicles

SUMMARY:

The Purchase Order with Alan Jay Fleet authorizes the City to purchase two new GMC 1500 trucks, one new Ford F450 dump body truck, three new Chevy 2500 trucks, and two new Chevy Bolt electric vehicles for the Public Works, Water Utilities and Electric Utilities Departments at a cost not to exceed \$297,879.40.

BACKGROUND AND JUSTIFICATION:

The Fleet Maintenance Division is actively engaged in the maintenance, repair and replacement of City fleet vehicles. As part of the Fleet Replacement Master Schedule, the following vehicles have been scheduled for replacement or right-sizing to maintain an efficient fleet:

DIVISION	CURRENT VEHICLE	REPLACEMENT VEHICLE	COST
Facilities Maintenance	#124 – 2004 Chevy2500	2022 Chevy 2500	\$36,651.00
Solid Waste	#44 – 2004 Chevy 2500	2022 GMC Sierra 1500	\$28,772.20
Grounds Maintenance	#640 – 1999 Chevy 1500	2022 GMC Sierra 1500	\$28,772.20
Grounds Maintenance	#120 – 2001 Chevy 2500	2022 Ford F450	\$60,598.00
Engineering Electric	#456 – 2003 Ford Expedition	2022 Chevy Bolt EUV	\$34,892.00
Power Plant	#195 – 2006 Ford F250	2022 Chevy Bolt EUV	\$34,892.00
Sewer Utilities	#233 – 2006 GMC Sierra	2022 Chevy 2500	\$36,651.00
Water Utilities	#272 – 2007 GMC 2500	2022 Chevy 2500	\$36,651.00
		TOTAL	\$297,879.40

The vehicles are being purchased through the Sourcewell Cooperative Purchase Contract #2022-120716-NAF & 060920-NAF authorized vendor Alan Jay Fleet Sales. The vehicles are being purchased with the extended warranties for 5 years / 75k miles, and at a total cost not to exceed \$297,879.40.

MOTION:

Move to approve/disapprove the Purchase Order with Alan Jay Fleet Sales at a cost not to exceed \$297,879.40

ATTACHMENT(S):

- Fiscal Impact Analysis
- Quote – Chevy Bolt EUV
- Quote – Ford F450 Dump Body
- Quote – GMC Sierra 1500
- Quote – Chevy Silverado 2500

FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2022	2023	2024	2025	2026
Capital Expenditures	297,879.40	0	0	0	0
Operating Expenditures	0	0	0	0	0
External Revenues	0	0	0	0	0
Program Income	0	0	0	0	0
In-kind Match	0	0	0	0	0
Net Fiscal Impact	297,879.40	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	Budget Transfer	Agenda Expenditure	Balance
530-9010-549-64-30	Machinery and Vehicles	N/A	350,000	307,980	N/A	297,879.40	10,100.60



Awarded Contract

Call Us first, for all of your Fleet Automotive, & Light Truck needs.

Quote

PHONE (800) ALANJAY (252-6529)		DIRECT 863-385-9610	WWW.ALANJAY.COM	34087-2
Corporate Office	2003 U.S. 27 South Sebring, FL 33870	MOBILE 904-838-4999	Mailing Address	P.O. BOX 9200 Sebring, FL 33871-9200
		FAX 863-402-4221		

ORIGINAL QUOTE DATE
10/14/2021

QUICK QUOTE SHEET

REVISED QUOTE DATE
10/14/2021

REQUESTING AGENCY	LAKE WORTH, CITY OF		
CONTACT PERSON	FELIPE LOFASO	EMAIL	Flofaso@lakeworth.org
PHONE	561-586-1720	MOBILE	FAX

SOURCEWELL (FORMERLY NJPA) CONTRACT # 2022 120716-NAF & 060920-NAF www.NationalAutoFleetGroup.com

MODEL	CC20903 1WT	MSRP	\$35,300.00
2022 CHEVY SILVERADO 2500HD REGULAR CAB 2WD 8' BED WORK TRUCK			

CUSTOMER ID	BASE VEHICLE PRICE	\$26,280.00
BED LENGTH	8' BED	

** All vehicles will be ordered white w/ darkest interior unless clearly stated otherwise on purchase order.

FACTORY OPTIONS	DESCRIPTION	
GAZ H2G	EXTERIOR COLOR SUMMIT WHITE WITH JET BLACK VINYL INTERIOR.	\$0.00
L8T MYD	Engine, 6.6L V8 with Direct Injection and Variable Valve Timing, gasoline, (401 hp [299 kW] @ 5200 rpm, 464 lb-ft of torque [629 N-m] @ 4000 rpm)(STD) Transmission, 6-speed automatic, heavy-duty (STD)(Requires L8T) 6.6L V8 gas engine.)	\$0.00
PCV	WT Convenience Package (With (ZW9) pickup bed delete, (QT5) EZ Lift power lock and release tailgate is deleted.) includes (AQQ) Remote Keyless Entry, (QT5) EZ Lift power lock and release tailgate, (AKO) tinted windows, (C49) rear-window defogger, (K34) cruise control, (DBG) power trailer mirrors with heated upper glass and manual extending/folding, (AXG) power windows, express up/down driver, (AED) power windows, express down passenger and (AU3) power door locks(Not available with (ZLQ) WT Fleet Convenience Package.(DBG) trailering mirrors may be upgraded to (DWI) trailering mirrors or (DLF) mirrors.	\$1,820.00
Z82	Trailering Package includes trailer hitch, 7-pin connector and (CTT) Hitch Guidance	\$0.00
JL1	Trailer brake controller, integrated (Requires (Z82) Trailering Package. On Regular Cab models requires (PCV) WT Convenience Package, (ZLQ) WT Fleet Convenience Package or (PEB) WT Value Package.)	\$270.00
VQO	LPO, BLACK ASSIST STEP. -REG CAB-	\$435.00
VK3	FRONT LICENSE PLATE BRACKET FACTORY ORDERED	\$0.00

CONTRACT OPTIONS	DESCRIPTION	FACTORY OPTIONS	
NEW-TAG	New CITY tag Includes temp tag & two way overnight shipping for signature.		\$245.00
HD SOB LG	HD Scorpion spray on bed liner (long bed) under rail.		\$665.00
DVA LG13-PU	Maxon C2-60-1342 TP27 Direct Cylinder Lift 1300 lb Capacity 55" x 27"+ 4" for Pickup Trucks (includes credit for tailgate & duplicate STT lights).		\$3,340.00
HITCH MOD	Modification to factory trailer hitch to accomidate equipment install.		\$525.00
CAMERA RR	Remove and re-install factory camera from tailgate.		\$260.00
DTF 2 TRK	Deep tint film installed on front two door glass and rear window.		\$260.00
MG575	MAJOR GUARD 5YR 75K MILE (NON-EMERGENCY) \$0 DED		\$2,551.00

CONTRACT OPTIONS \$7,846.00

TRADE IN

VEHICLE TOTAL	\$28,805.00
MSRP DISCOUNT	18.4%
ACCESSORY TOTAL	\$7,846.00
CUSTOMER PRICE	\$36,651.00

YES WE TAKE TRADE INS ~~~ ASK ABOUT MUNICIPAL FINANCING ~~~

\$0.00

TOTAL COST LESS TRADE IN(S)	QTY	1	\$36,651.00
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Estimated Annual payments for 60 months paid in advance: \$8,208.32
Municipal finance for any essential use vehicle, requires lender approval, WAC.

Comments

STOCK UNIT VIN: [VIN NA] READY FOR QUICK DELIVERY

VEHICLE QUOTED BY **CHRISTY SELF** GOVERNMENT ACCOUNT MANAGER christy.self@alanjay.com

"I Want to be Your Fleet Provider"

I appreciate the opportunity to submit this quotation. Please review it carefully. If there are any errors or changes, please feel free to contact me at any time.
I am always happy to be of assistance.



ALAN JAY FLEET

SCOTT WILSON | 863-402-4234 | SCOTT.WILSON@ALANJAY.COM

Vehicle: [Fleet] 2022 Chevrolet Silverado 2500HD (CC20903) 2WD Reg Cab 142" Work Truck (Complete)

Window Sticker

SUMMARY

[Fleet] 2022 Chevrolet Silverado 2500HD (CC20903) 2WD Reg Cab 142" Work Truck MSRP:\$35,300.00

Interior:Jet Black, Vinyl seat trim

Exterior 1:Summit White

Exterior 2:No color has been selected.

Engine, 6.6L V8

Transmission, 6-speed automatic, heavy-duty

OPTIONS

CODE	MODEL	MSRP
CC20903	[Fleet] 2022 Chevrolet Silverado 2500HD (CC20903) 2WD Reg Cab 142" Work Truck	\$35,300.00
OPTIONS		
1WT	Work Truck Preferred Equipment Group	\$0.00
AE7	Seats, front 40/20/40 split-bench	\$0.00
AED	Window, power front, passenger express down	Inc.
AKO	Glass, deep-tinted	Inc.
AQQ	Remote Keyless Entry	Inc.
AU3	Door locks, power	Inc.
AXG	Window, power front, drivers express up/down	Inc.
C49	Defogger, rear-window electric	Inc.
C4M	GVWR, 9,900 lbs. (4490 kg)	\$0.00
DBG	Mirrors, outside power-adjustable vertical trailing	Inc.
E63	Durabed, pickup bed	\$0.00
FE9	Emissions, Federal requirements	\$0.00
GAZ	Summit White	\$0.00
GT4	Rear axle, 3.73 ratio	\$0.00
H2G	Jet Black, Vinyl seat trim	\$0.00
IOR	Audio system, Chevrolet Infotainment 3 system	\$0.00
JL1	Trailer brake controller, integrated	\$275.00

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Data Version: 14540. Data Updated: Aug 26, 2021 12:36:00 AM PDT.



ALAN JAY FLEET

SCOTT WILSON | 863-402-4234 | SCOTT.WILSON@ALANJAY.COM

Vehicle: [Fleet] 2022 Chevrolet Silverado 2500HD (CC20903) 2WD Reg Cab 142" Work Truck (Complete)

K34	Cruise control, electronic	Inc.	
L8T	Engine, 6.6L V8		\$0.00
MYD	Transmission, 6-speed automatic, heavy-duty		\$0.00
PCV	WT Convenience Package		\$1,825.00
PYN	Wheels, 17" (43.2 cm) painted steel, Silver		\$0.00
QHQ	Tires, LT245/75R17E all-season, blackwall		\$0.00
QT5	Tailgate, gate function manual with EZ Lift	Inc.	
R9Y	Fleet Free Maintenance Credit.		(\$45.00)
VK3	License plate kit, front		\$0.00
VQ3	Fleet Processing Option		\$0.00
VQO	LPO, Black work step		\$440.00
ZHQ	Tire, spare LT245/75R17E all-season, blackwall		\$0.00

SUBTOTAL	\$37,795.00
Adjustments Total	\$0.00
Destination Charge	\$1,695.00
TOTAL PRICE	\$39,490.00

FUEL ECONOMY

Est City:N/A

Est Highway:N/A

Est Highway Cruising Range:N/A

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ALAN JAY FLEET

SCOTT WILSON | 863-402-4234 | SCOTT.WILSON@ALANJAY.COM

Vehicle: [Fleet] 2022 Chevrolet Silverado 2500HD (CC20903) 2WD Reg Cab 142" Work Truck (Complete) ✔

Standard Equipment

Package

Trailer Package includes trailer hitch, 7-pin connector and (CTT) Hitch Guidance (Deleted when (ZW9) pickup bed delete is ordered.)

Mechanical

Engine, 6.6L V8 with Direct Injection and Variable Valve Timing, gasoline, (401 hp [299 kW] @ 5200 rpm, 464 lb -ft of torque [629 N-m] @ 4000 rpm) (STD)

Transmission, 6-speed automatic, heavy-duty (STD) (Requires (L8T) 6.6L V8 gas engine.)

Rear axle, 3.73 ratio (Requires (L8T) 6.6L V8 gas engine. Not available with (L5P) Duramax 6.6L Turbo-Diesel V8 engine.)

Durabed, pickup bed (STD)

GVWR, 9,900 lbs. (4490 kg) (STD) (Included and only available with CC20903 model and (L8T) 6.6L V8 gas engine with 17" wheels.)

Air filter, heavy-duty

Air filtration monitoring

Auto-locking rear differential

Rear wheel drive

Cooling, external engine oil cooler

Cooling, auxiliary external transmission oil cooler

Battery, heavy-duty 720 cold-cranking amps/80 Amp-hr maintenance-free with rundown protection and retained accessory power (Included and only available with (L8T) 6.6L V8 gas engine.)

Alternator, 170 amps (Requires (L8T) 6.6L V8 gas engine.)

Frame, fully-boxed, hydroformed front section and a fully-boxed stamped rear section

Recovery hooks, front, frame-mounted, Black

Suspension Package

Steering, Recirculating Ball with smart flow power steering system

Brakes, 4-wheel antilock, 4-wheel disc with DURALIFE rotors

Brake lining wear indicator

Capless Fuel Fill (Requires (L8T) 6.6L V8 gas engine. Not available with (ZW9) pickup bed delete.)

Exterior

Wheels, 17" (43.2 cm) painted steel, Silver (STD)

Tires, LT245/75R17E all-season, blackwall (STD)

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ALAN JAY FLEET

SCOTT WILSON | 863-402-4234 | SCOTT.WILSON@ALANJAY.COM

Vehicle: [Fleet] 2022 Chevrolet Silverado 2500HD (CC20903) 2WD Reg Cab 142" Work Truck (Complete) (✓)

Exterior

Tire, spare LT245/75R17E all-season, blackwall (STD) (Included and only available with (QHJ) LT245/75R17E all-season, blackwall tires with (E63) Durabed, pickup bed. Available to order when (ZW9) pickup bed delete and (QHJ) LT245/75R17E all-season, blackwall tires are ordered.)

Tire carrier lock keyed cylinder lock that utilizes same key as ignition and door (Deleted with (ZW9) pickup bed delete.)

Bumpers, front, Black

Bumpers, rear, Black

CornerStep, rear bumper

BedStep, Black integrated on forward portion of bed on driver and passenger side (Deleted when (ZW9) pickup bed delete is ordered.)

Moldings, beltline, Black

Cargo tie downs (12), fixed rated at 500 lbs per corner (Deleted with (ZW9) pickup bed delete.)

Grille (Front grille bar with "CHEVROLET" molded in Black, includes Black mesh inserts with small Gold bowtie emblem.)

Headlamps, halogen reflector with halogen Daytime Running Lamps

Taillamps with incandescent tail, stop and reverse lights

Lamps, cargo area, cab mounted integrated with center high mount stop lamp, with switch in bank on left side of steering wheel

Mirrors, outside high-visibility vertical trailering lower convex mirrors, manual-folding/extending (extends 3.31" [84.25mm]), molded in Black

Mirror caps, Black

Glass, solar absorbing, tinted

Tailgate, standard (Deleted with (ZW9) pickup bed delete.)

Tailgate and bed rail protection cap, top

Tailgate, locking, utilizes same key as ignition and door (Upgraded to (QT5) EZ Lift power lock and release tailgate when (ZLQ) WT Fleet Convenience Package or (PCV) WT Convenience Package is ordered. Not available with (ZW9) pickup bed delete.)

Tailgate, gate function manual, no EZ Lift (Deleted with (ZW9) pickup bed delete.)

Door handles, Black grained

Entertainment

Audio system, Chevrolet Infotainment 3 system 7" diagonal color touchscreen, AM/FM stereo. Additional features for compatible phones include: Bluetooth audio streaming for 2 active devices, voice command pass-through to phone, wired Apple CarPlay and Android Auto capable. (STD)

Audio system feature, 2-speakers (Requires Regular Cab model.)

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Vehicle: [Fleet] 2022 Chevrolet Silverado 2500HD (CC20903) 2WD Reg Cab 142" Work Truck (Complete)

Entertainment

Bluetooth for phone connectivity to vehicle infotainment system

Interior

Seats, front 40/20/40 split-bench with upper covered armrest storage with fixed lumbar (STD)

Vinyl seat trim

Seat adjuster, driver 4-way manual

Seat adjuster, passenger 4-way manual

Floor covering, rubberized-vinyl (Not available with LPO floor liners.)

Steering wheel, urethane

Steering column, Tilt-Wheel, manual with wheel locking security feature

Instrument cluster 6-gauge cluster featuring speedometer, fuel level, engine temperature, tachometer, voltage and oil pressure

Driver Information Center, 3.5" diagonal monochromatic display

Exterior Temperature Display located in radio display

Windows, manual (Requires Regular Cab model.)

Door locks, manual (Requires Regular Cab model.)

USB ports, 2 (first row) located on instrument panel

Power outlet, front auxiliary, 12-volt

Air conditioning, single-zone

Mirror, inside rearview, manual tilt

Assist handles front A-pillar mounted for driver and passenger, rear B-pillar mounted

Safety-Mechanical

StabiliTrak stability control system with Proactive Roll Avoidance and traction control, includes electronic trailer sway control and hill start assist

Safety-Exterior

Daytime Running Lamps with automatic exterior lamp control

Safety-Interior

Airbags, Dual-stage frontal airbags for driver and front outboard passenger; Seat-mounted side-impact airbags for driver and front outboard passenger; Head-curtain airbags for front and rear outboard seating positions; Includes front outboard Passenger Sensing System for frontal outboard passenger airbag (Always use seat belts and child restraints. Children are safer when properly secured in a rear seat in the appropriate child restraint. See the Owner's Manual for more information.)

Rear Vision Camera (Deleted with (ZW9) pickup bed delete.)

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ALAN JAY FLEET

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Vehicle: [Fleet] 2022 Chevrolet Silverado 2500HD (CC20903) 2WD Reg Cab 142" Work Truck (Complete) (✓)

Safety-Interior

Hitch Guidance dynamic single line to aid in trailer alignment for hitching (Deleted with (ZW9) pickup bed delete.)

Teen Driver a configurable feature that lets you activate customizable vehicle settings associated with a key fob, to help encourage safe driving behavior. It can limit certain available vehicle features, and it prevents certain safety systems from being turned off. An in-vehicle report card gives you information on driving habits and helps you to continue to coach your new driver

Tire Pressure Monitoring System with Tire Fill Alert (does not apply to spare tire)

Processing-Other

Trailer Information Label provides max trailer ratings for tongue weight, conventional, gooseneck and 5th wheel trailering (Not available with (ZW9) pickup bed delete.)

WARRANTY

Warranty Note: <<< Preliminary 2022 Warranty >>>

Basic Years: 3

Basic Miles/km: 36,000

Drivetrain Years: 5

Drivetrain Miles/km: 60,000

Drivetrain Note: HD Duramax Diesel: 5 Years/100,000 Miles; Qualified Fleet Purchases: 5 Years/100,000 Miles

Corrosion Years (Rust-Through): 6

Corrosion Years: 3

Corrosion Miles/km (Rust-Through): 100,000

Corrosion Miles/km: 36,000

Roadside Assistance Years: 5

Roadside Assistance Miles/km: 60,000

Roadside Assistance Note: HD Duramax Diesel: 5 Years/100,000 Miles; Qualified Fleet Purchases: 5 Years/100,000 Miles

Maintenance Note: 1 Year/1 Visit

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Awarded Contract

Call Us first, for all of your Fleet Automotive, & Light Truck needs.

Quote

PHONE (800) ALANJAY (252-6529)		DIRECT 863-385-9610	WWW.ALANJAY.COM	34146-1
Corporate Office	2003 U.S. 27 South Sebring, FL 33870	MOBILE 904-838-4999	Mailing Address	P.O. BOX 9200 Sebring, FL 33871-9200
		FAX 863-402-4221		

ORIGINAL QUOTE DATE
10/17/2021

QUICK QUOTE SHEET

REVISED QUOTE DATE
10/17/2021

REQUESTING AGENCY	LAKE WORTH, CITY OF		
CONTACT PERSON	FELIPE LOFASO	EMAIL	Flofaso@lakeworth.org
PHONE	561-586-1720	MOBILE	FAX

SOURCEWELL (FORMERLY NJPA) CONTRACT # 2022 120716-NAF & 060920-NAF www.NationalAutoFleetGroup.com

MODEL	W4G 650A	MSRP	\$45,535.00
2022 FORD F-450 CREW CAB CHASSIS DRW 2WD XL 84"CA 203" WB			

CUSTOMER ID	BASE VEHICLE PRICE	\$36,023.00
BED LENGTH	84" CA	

** All vehicles will be ordered white w/ darkest interior unless clearly stated otherwise on purchase order.

FACTORY OPTIONS	DESCRIPTION	
Z1 AS	EXTERIOR COLOR OXFORD WHITE WITH MEDIUM EARTH GRAY HD VINYL 40/20/40 SPLIT BENCH SEAT INCLUDES CENTER ARMREST WITH CUPHOLDERS, STORAGE, AND DRIVERS SIDE MANUAL LUMBAR.	\$0.00
99N 44G	7.3L 2V DEVCT NA PFI V8 Gas Engine with TorqShift 10-Speed Automatic Transmission.	\$0.00
153	FRONT LICENSE PLATE BRACKET	\$0.00
18B	BLACK PLATFORM RUNNING BOARDS	\$440.00
52B	ELECTRIC BRAKE CONTROLLER	\$265.00
63A	Utility Lighting System -inc: LED side-mirror spotlights. (Req'd for 90L on 2022 Model Year.)	\$155.00
872	Rear View Camera & Prep Kit -inc: Pre-installed content includes cab wiring, frame wiring to the rear most cross member and video display w/4" display, Upfitters kit includes camera w/mounting bracket, 14' jumper wire and camera mounting, aiming instructions and electrochromic mirror	\$410.00
90L	Power Equipment Group -inc: Deletes passenger side lock cylinder, upgraded door-trim panel, Accessory Delay, Advanced Security Pack, SecuriLock Passive Anti-Theft System (PATS) and inclination/intrusion sensors, MyKey, owner controls feature, Power Locks, Remote Keyless Entry, Folding Trailer Tow Mirrors w/Power Heated Glass, manual telescoping, heated convex spotter mirror and integrated clearance lamps/turn signals, Power Front & Rear Side Windows, 1-touch up/down driver/passenger window	\$1,120.00

CONTRACT OPTIONS	DESCRIPTION	FACTORY OPTIONS	\$2,390.00
NEW-TAG	New CITY tag Includes temp tag & two way overnight shipping for signature.		\$245.00
CAMERA-F	Dealer installed factory ordered camera (REQUIRES 872).		\$195.00
DTF 4 TRK	Deep tint film installed on four doors and back glass for extended/crew cab pickups.		\$255.00
PTC 10' DUMP LW	Fab & install 10' steel dump body Solid headboard (3/16" material) 3/16" smooth floor (one piece) 3" channel crossmembers 12" O/C 8" channel longills 48" solid sides 12" barn doors Chipper hood 2" tall to cover the front 6' of the body Full width rear skirt Under coated, epoxy primed, painted black DOT lights and reflectors Plain black mud flaps ICC bumper Weight slip, second stage MSO HOIST, VC516ES Single electric drive pump up/gravity-down (9 ton capacity) 1 Manual tarp system with ground level crank, includes tarp 1 BP855524W back pack tool box, white 1 Angle Back Flatbed Dump Hitch Plate Bumper with 2 Inch Receiver 1 7 way RV & 4 flat socket		\$21,490.00

SOURCEWELL (FORMERLY NJPA) CONTRACT # 2022 120716-NAF & 060920-NAF www.NationalAutoFleetGroup.com

CONTRACT OPTIONS \$22,185.00

TRADE IN

VEHICLE TOTAL \$38,413.00
MSRP DISCOUNT 19.9%
ACCESSORY TOTAL \$22,185.00
CUSTOMER PRICE \$60,598.00

YES WE TAKE TRADE INS ~~~ ASK ABOUT MUNICIPAL FINANCING ~~~

\$0.00

TOTAL COST LESS TRADE IN(S) QTY 1 \$60,598.00

Estimated Annual payments for 60 months paid in advance: \$13,571.46
Municipal finance for any essential use vehicle, requires lender approval, WAC.

Comments

VEHICLE QUOTED BY CHRISTY SELF GOVERNMENT ACCOUNT MANAGER christy.self@alanjay.com

"I Want to be Your Fleet Provider"

I appreciate the opportunity to submit this quotation. Please review it carefully. If there are any errors or changes, please feel free to contact me at any time. I am always happy to be of assistance.



ALAN JAY FLEET

CHRISTY SELF | 863-385-9610 | CHRISTY.SELF@ALANJAY.COM

Vehicle: [Fleet] 2022 Ford Super Duty F-450 DRW (W4G) XL 2WD Crew Cab 203" WB 84" CA (Complete) ✔



Note: Photo may not represent exact vehicle or selected equipment.

Window Sticker

SUMMARY

[Fleet] 2022 Ford Super Duty F-450 DRW (W4G) XL 2WD Crew Cab 203" WB 84" CA

MSRP: \$44,090.00

Interior: Medium Earth Gray, HD Vinyl 40/20/40 Split Bench Seat

Exterior 1: Oxford White

Exterior 2: No color has been selected.

Engine: 7.3L 2V DEVCT NA PFI V8 Gas

Transmission: TorqShift 10-Speed Automatic

OPTIONS

CODE	MODEL	MSRP
W4G	[Fleet] 2022 Ford Super Duty F-450 DRW (W4G) XL 2WD Crew Cab 203" WB 84" CA	\$44,090.00
OPTIONS		
153	Front License Plate Bracket	\$0.00
18B	Platform Running Boards	\$445.00
44G	Transmission: TorqShift 10-Speed Automatic	\$0.00
52B	Trailer Brake Controller	\$270.00
59H	Center High-Mounted Stop Lamp (CHMSL)	\$0.00

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Data Version: 14956. Data Updated: Oct 17, 2021 4:00:00 AM PDT.



ALAN JAY FLEET

CHRISTY SELF | 863-385-9610 | CHRISTY.SELF@ALANJAY.COM

Vehicle: [Fleet] 2022 Ford Super Duty F-450 DRW (W4G) XL 2WD Crew Cab 203" WB 84" CA (Complete) (✓)

63A	Utility Lighting System	\$160.00
650A	Order Code 650A	\$0.00
872	Rear View Camera & Prep Kit	\$415.00
90L	Power Equipment Group	\$1,125.00
99N	Engine: 7.3L 2V DEVCT NA PFI V8 Gas	\$0.00
AS	Medium Earth Gray, HD Vinyl 40/20/40 Split Bench Seat	\$0.00
TGJ	Tires: 225/70Rx19.5G BSW A/P	\$0.00
X48	4.88 Axle Ratio	\$0.00
Z1	Oxford White	\$0.00

SUBTOTAL \$46,505.00

Adjustments Total \$0.00

Destination Charge \$1,695.00

TOTAL PRICE \$48,200.00

FUEL ECONOMY

Est City:N/A

Est Highway:N/A

Est Highway Cruising Range:N/A

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Vehicle: [Fleet] 2022 Ford Super Duty F-450 DRW (W4G) XL 2WD Crew Cab 203" WB 84" CA ( Complete)

Standard Equipment

Mechanical

Engine: 7.3L 2V DEVCT NA PFI V8 Gas (STD)

Transmission: TorqShift 10-Speed Automatic -inc: 10R140 w/neutral idle and selectable drive modes: normal, tow/haul, eco, deep sand/snow and slippery (STD)

4.88 Axle Ratio (STD)

50-State Emissions System

Transmission w/Oil Cooler

Rear-Wheel Drive

78-Amp/Hr 750CCA Maintenance-Free Battery w/Run Down Protection

HD 240 Amp Alternator

Towing Equipment -inc: Trailer Sway Control

Trailer Wiring Harness

9230# Maximum Payload

GVWR: 16,500 lb Payload Package

HD Shock Absorbers

Front And Rear Anti-Roll Bars

Firm Suspension

Hydraulic Power-Assist Steering

40 Gal. Fuel Tank

Single Stainless Steel Exhaust

Dual Rear Wheels

Front Suspension w/Coil Springs

Leaf Rear Suspension w/Leaf Springs

4-Wheel Disc Brakes w/4-Wheel ABS, Front And Rear Vented Discs and Brake Assist

Upfitter Switches

Exterior

Wheels: 19.5" x 6" Argent Painted Steel -inc: Hub covers/center ornaments not included

Tires: 225/70Rx19.5G BSW A/P (STD)

Clearcoat Paint

Black Front Bumper w/Black Rub Strip/Fascia Accent and 2 Tow Hooks

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Vehicle: [Fleet] 2022 Ford Super Duty F-450 DRW (W4G) XL 2WD Crew Cab 203" WB 84" CA (✓
Complete)

Exterior

Black Fender Flares

Black Side Windows Trim and Black Front Windshield Trim

Black Door Handles

Black Manual Side Mirrors w/Manual Folding

Manual Extendable Trailer Style Mirrors

Fixed Rear Window

Light Tinted Glass

Variable Intermittent Wipers

Aluminum Panels

Front Splash Guards

Black Grille

Autolamp Auto On/Off Aero-Composite Halogen Daytime Running Lights Preference Setting Headlamps w/Delay-Off

Cab Clearance Lights

Entertainment

Radio w/Seek-Scan and Clock

Radio: AM/FM Stereo w/MP3 Player -inc: 6 speakers

Fixed Antenna

SYNC Communications & Entertainment System -inc: enhanced voice recognition, 911 Assist, 4.2" LCD center stack screen, AppLink, 1 smart-charging USB port and steering wheel audio controls

2 LCD Monitors In The Front

Interior

4-Way Driver Seat -inc: Manual Recline and Fore/Aft Movement

4-Way Passenger Seat -inc: Manual Recline and Fore/Aft Movement

60-40 Folding Split-Bench Front Facing Fold-Up Cushion Rear Seat

Manual Tilt/Telescoping Steering Column

Gauges -inc: Speedometer, Odometer, Oil Pressure, Engine Coolant Temp, Tachometer, Transmission Fluid Temp, Engine Hour Meter, Trip Odometer and Trip Computer

Manual Rear Windows

FordPass Connect 4G Mobile Hotspot Internet Access

Rear Cupholder

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Vehicle: [Fleet] 2022 Ford Super Duty F-450 DRW (W4G) XL 2WD Crew Cab 203" WB 84" CA (✓
Complete)

Interior

- Manual Air Conditioning
- HVAC -inc: Underseat Ducts
- Illuminated Locking Glove Box
- Interior Trim -inc: Chrome Interior Accents
- Full Cloth Headliner
- Urethane Gear Shifter Material
- HD Vinyl 40/20/40 Split Bench Seat -inc: center armrest, cupholder, storage and driver's side manual lumbar
- Day-Night Rearview Mirror
- Passenger Visor Vanity Mirror
- 3 12V DC Power Outlets
- Full Overhead Console w/Storage and 3 12V DC Power Outlets
- Fade-To-Off Interior Lighting
- Front And Rear Map Lights
- Full Vinyl/Rubber Floor Covering
- Smart Device Remote Engine Start
- Instrument Panel Covered Bin and Dashboard Storage
- Manual 1st Row Windows
- Systems Monitor
- Trip Computer
- Outside Temp Gauge
- Analog Appearance
- Seats w/Vinyl Back Material
- Manual Adjustable Front Head Restraints and Manual Adjustable Rear Head Restraints
- Air Filtration

Safety-Mechanical

- Driveline Traction Control

Safety-Exterior

- Side Impact Beams

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Vehicle: [Fleet] 2022 Ford Super Duty F-450 DRW (W4G) XL 2WD Crew Cab 203" WB 84" CA (✔
Complete)

Safety-Interior

Dual Stage Driver And Passenger Seat-Mounted Side Airbags

Outboard Front Lap And Shoulder Safety Belts -inc: Height Adjusters

Safety Canopy System Curtain 1st And 2nd Row Airbags

Dual Stage Driver And Passenger Front Airbags

WARRANTY

Basic Years: 3

Basic Miles/km: 36,000

Drivetrain Years: 5

Drivetrain Miles/km: 60,000

Corrosion Years: 5

Corrosion Miles/km: Unlimited

Roadside Assistance Years: 5

Roadside Assistance Miles/km: 60,000

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Awarded Contract

Call Us first, for all of your Fleet Automotive, & Light Truck needs.

Quote

PHONE (800) ALANJAY (252-6529)		DIRECT 863-385-9610	WWW.ALANJAY.COM	34089-2
Corporate Office	2003 U.S. 27 South Sebring, FL 33870	MOBILE 904-838-4999	Mailing Address	P.O. BOX 9200 Sebring, FL 33871-9200
		FAX 863-402-4221		

ORIGINAL QUOTE DATE
10/14/2021

QUICK QUOTE SHEET

REVISED QUOTE DATE
10/14/2021

REQUESTING AGENCY	LAKE WORTH, CITY OF		
CONTACT PERSON	FELIPE LOFASO	EMAIL	Flofaso@lakeworth.org
PHONE	561-586-1720	MOBILE	FAX

SOURCEWELL (FORMERLY NJPA) CONTRACT # 2021 120716-NAF & 060920-NAF www.NationalAutoFleetGroup.com

MODEL	TC10753 1SA	MSRP	\$35,560.00
2021 GMC SIERRA 1500 DOUBLE CAB 2WD 6.5' BED 147" WB WORK TRUCK			

CUSTOMER ID **BASE VEHICLE PRICE** **\$21,995.00**

BED LENGTH **6.5' BED**

*** All vehicles will be ordered white w/ darkest interior unless clearly stated otherwise on purchase order.*

FACTORY OPTIONS	DESCRIPTION	
GAZ H2G	EXTERIOR COLOR SUMMIT WHITE WITH JET BLACK VINYL INTERIOR.	\$0.00
LV3 MYC	4.3L ECOTEC V6 WITH 6-SPD AUTO TRANS	\$0.00
PEB	Sierra Value Package includes (PCI) Convenience Convenience Package includes (AQQ) Remote Keyless Entry, (QT5) EZ Lift power lock and release tailgate, (AKO) tinted glass, (UF2) LED cargo bed lighting, (C49) rear-window defogger, (K34) cruise control and (DLF) outside power mirrors(Not available with (ZLQ) Fleet Convenience Package. When (ZW9) pickup bed delete is ordered (QT5) EZ Lift power lock and release tailgate and (UF2) LED cargo bed lighting will not be available. Included with (PEB) Sierra Value Package.) and (Z82) Trailering Package(Not available with (ZW9) pickup bed delete or (ZLQ) Fleet Convenience Package.)	\$1,635.00
PCI	Convenience Package **INCLUDED WITH PEB** includes (AQQ) Remote Keyless Entry, (QT5) EZ Lift power lock and release tailgate, (AKO) tinted glass, (UF2) LED cargo bed lighting, (C49) rear-window defogger, (K34) cruise control and (DLF) outside power mirrors(Not available with (ZLQ) Fleet Convenience Package. When (ZW9) pickup bed delete is ordered (QT5) EZ Lift power lock and release tailgate and (UF2) LED cargo bed lighting will not be available. Included with (PEB) Sierra Value Package. Available to upgrade to (QK2) GMC MultiPro Tailgate without (ZW9) pickup bed delete.)	\$0.00
JL1	Trailer brake controller, integrated	\$270.00
VQO	LPO, BLACK ASSIST STEP.	\$445.00
5H1	2 ADDITIONAL KEYS FACTORY CUT DEALER PROGRAMMED	\$125.00
VK3	FRONT LICENSE PLATE BRACKET FACTORY ORDERED	\$0.00
MY22	2022 MODEL YEAR INCREASE. (2% OF MSRP (\$35,560 X 2% = \$711.20)	\$711.20

CONTRACT OPTIONS	DESCRIPTION	FACTORY OPTIONS	
NEW-TAG	New CITY tag Includes temp tag & two way overnight shipping for signature.		\$245.00
HD SOB SH	HD Scorpion spray on bed liner (short bed) under rail.		\$540.00
DTF 4 TRK	Deep tint film installed on four doors and back glass for extended/crew cab pickups.		\$255.00
MG575	MAJOR GUARD 5YR 75K MILE (NON-EMERGENCY) \$0 DED		\$2,551.00

CONTRACT OPTIONS **\$3,591.00**



ALAN JAY FLEET

SCOTT WILSON | 863-402-4234 | SCOTT.WILSON@ALANJAY.COM

Vehicle: [Fleet] 2021 GMC Sierra 1500 (TC10753) 2WD Double Cab 147" (✔ Complete)



Note:Photo may not represent exact vehicle or selected equipment.

Window Sticker

SUMMARY

[Fleet] 2021 GMC Sierra 1500 (TC10753) 2WD Double Cab 147"

MSRP:\$34,000.00

Interior:Jet Black, Vinyl seat trim

Exterior 1:Summit White

Exterior 2:No color has been selected.

Engine, 4.3L EcoTec3 V6 with Active Fuel Management

Transmission, 6-speed automatic, electronically controlled

OPTIONS

CODE	MODEL	MSRP
TC10753	[Fleet] 2021 GMC Sierra 1500 (TC10753) 2WD Double Cab 147"	\$34,000.00
OPTIONS		
1SA	Work Truck Preferred Equipment Group	\$0.00
5H1	Key equipment, two additional keys for single key system	\$45.00
AE7	Seats, front 40/20/40 split bench	\$0.00
AKO	Glass, deep-tinted	Inc.
AQQ	Remote Keyless Entry	Inc.
C49	Defogger, rear-window electric	Inc.

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Vehicle: [Fleet] 2021 GMC Sierra 1500 (TC10753) 2WD Double Cab 147" (✔ Complete)

CTT	Hitch Guidance	Inc.	
DLF	Mirrors, outside heated power-adjustable	Inc.	
FE9	Emissions, Federal requirements		\$0.00
GAZ	Summit White		\$0.00
GU6	Rear axle, 3.42 ratio		\$0.00
H2G	Jet Black, Vinyl seat trim		\$0.00
IOR	Audio system, GMC Infotainment System with 7" diagonal color touch-screen, AM/FM stereo		\$0.00
JL1	Trailer brake controller, integrated		\$275.00
K34	Cruise control, steering wheel-mounted	Inc.	
LV3	Engine, 4.3L EcoTec3 V6 with Active Fuel Management		\$0.00
MYC	Transmission, 6-speed automatic, electronically controlled		\$0.00
PCI	Convenience Package	Inc.	
PEB	Sierra Value Package		\$1,640.00
QBN	Tires, 255/70R17 all-season, blackwall		\$0.00
QBR	Tire, spare 255/70R17 all-season, blackwall		\$0.00
QT5	Tailgate, gate function manual with EZ Lift	Inc.	
R9Y	Fleet Free Maintenance Credit.		(\$45.00)
RD6	Wheels, 17" x 8" (43.2 cm x 20.3 cm) painted steel, Silver		\$0.00
UF2	LED Cargo Area Lighting	Inc.	
VK3	License plate kit, front		\$0.00
VQ2	Fleet processing option		\$0.00
VQO	LPO, Black assist step		\$450.00
Z82	Trailer Package	Inc.	
—	Option/Package Discount		(\$2,500.00)

SUBTOTAL	\$33,865.00
Adjustments Total	\$0.00
Destination Charge	\$1,695.00
TOTAL PRICE	\$35,560.00

FUEL ECONOMY

Est City:16 MPG

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Vehicle: [Fleet] 2021 GMC Sierra 1500 (TC10753) 2WD Double Cab 147" ( Complete)

Est Highway:21 MPG

Est Highway Cruising Range:504.00 mi

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Vehicle: [Fleet] 2021 GMC Sierra 1500 (TC10753) 2WD Double Cab 147" (✔ Complete)

Standard Equipment

Mechanical

Pickup bed (Deleted when (ZW9) pickup bed delete is ordered on Regular Cab models.)

Engine, 4.3L EcoTec3 V6 with Active Fuel Management (285 hp [212 kW] @ 5300 rpm, 305 lb-ft of torque [413 Nm] @ 3900 rpm) (Requires (MYC) 6-speed automatic transmission.) (STD)

Transmission, 6-speed automatic, electronically controlled with overdrive and tow/haul mode. Includes Cruise Grade Braking and Powertrain Grade Braking (Included and only available with (LV3) 4.3L EcoTec3 V6 engine or (L82) 5.3L EcoTec3 V8 engine.) (STD)

GVWR, 6800 lbs. (3084 kg) (Requires 2WD model with (LV3) 4.3L EcoTec3 V6 engine, 2WD Crew Cab or Double Cab models with (L3B) 2.7L Turbo engine or Double Cab or Regular Cab 2WD model and (L82) 5.3L EcoTec3 V8 engine.) (STD)

Rear axle, 3.42 ratio

Rear wheel drive

Cooling, external engine oil cooler (Not available with (L3B) 2.7L Turbo engine.)

Alternator, 170 amps

Battery, heavy-duty 730 cold-cranking amps/70 Amp-hr, maintenance-free with rundown protection and retained accessory power (Included and only available with (LV3) 4.3L EcoTec3 V6 engine.)

Frame, fully-boxed, hydroformed front section

Cargo tie downs (12), fixed, rated at 500 lbs per corner

Steering, Electric Power Steering (EPS) assist, rack-and-pinion

Brakes, 4-wheel antilock, 4-wheel disc with DURALIFE rotors

Capless Fuel Fill

Exhaust, single outlet

Exhaust, aluminized stainless-steel muffler and tailpipe

Exterior

Wheels, 17" x 8" (43.2 cm x 20.3 cm) painted steel, Silver (STD)

Tires, 255/70R17 all-season, blackwall (STD)

Tire, spare 255/70R17 all-season, blackwall (Included with (QBN) 255/70R17 all-season, blackwall tires.) (STD)

Wheel, 17" x 8" (43.2 cm x 20.3 cm) full-size, steel spare

Tire carrier lock keyed cylinder lock that utilizes same key as ignition and door (Deleted with (ZW9) pickup bed delete.)

Bumper, front chrome lower (Requires (VJH) rear chrome bumper and (E63) pickup bed. Required with (UD7) Rear Park Assist.)

Bumper, rear chrome with bumper CornerSteps (Requires (V46) front chrome bumper and (E63) pickup bed.)

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Vehicle: [Fleet] 2021 GMC Sierra 1500 (TC10753) 2WD Double Cab 147" (✔ Complete)

Exterior

- CornerStep, rear bumper
- Grille (Chrome surround with Black mesh.)
- Headlamps, LED reflector with incandescent turn signals and LED signature Daytime Running Lamps
- Taillamps, LED tail and stop light with incandescent reverse light
- Mirrors, outside manual, Black
- Glass, solar absorbing, tinted
- Lamps, cargo area, cab mounted integrated with center high mount stop lamp, with switch in bank on left side of steering wheel
- Tailgate, standard (Deleted with (ZW9) pickup bed delete.)
- Tailgate, gate function manual, no lift assist (Deleted with (ZW9) pickup bed delete or (QK2) GMC MultiPro Tailgate.)
- Tailgate and bed rail protection caps, top
- Tailgate, locking utilizes same key as ignition and door (Deleted with (ZW9) pickup bed delete or (QK2) GMC MultiPro Tailgate.)
- Door handles, Black grained

Entertainment

- Audio system, GMC Infotainment System with 7" diagonal color touch-screen, AM/FM stereo with seek-and-scan and digital clock, includes Bluetooth streaming audio for music and select phones; featuring wired Android Auto and Apple CarPlay capability for compatible phones (STD)
- Audio system feature, 6-speaker system (Requires Crew Cab or Double Cab model.)
- Bluetooth for phone connectivity to vehicle infotainment system

Interior

- Seats, front 40/20/40 split bench with covered armrest storage (STD)
- Seat adjuster, driver 4-way manual
- Seat adjuster, passenger 4-way manual
- Seat, rear 60/40 folding bench (folds up), 3-passenger (includes child seat top tether anchor) (Not available with Regular Cab model.)
- Floor covering, rubberized-vinyl (Not available with LPO floor liners.)
- Steering column, Tilt-Wheel, manual with wheel locking security feature
- Steering wheel, urethane
- Instrument cluster, 6-gauge cluster featuring speedometer, fuel level, engine temperature, tachometer, voltage and oil pressure
- Driver Information Center, 3.5" diagonal monochromatic display

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Vehicle: [Fleet] 2021 GMC Sierra 1500 (TC10753) 2WD Double Cab 147" (✔ Complete)

Interior

Exterior Temperature Display, located in radio display

Brake lining wear indicator

Windows, power front, drivers express up/down (Standard on Crew Cab and Double Cab. On Regular Cab, included and only available with (PCI) Convenience Package or (ZLQ) Fleet Convenience Package.)

Window, power front, passenger express down (Standard on Crew Cab and Double Cab. On Regular Cab, included and only available with (PCI) Convenience Package or (ZLQ) Fleet Convenience Package.)

Windows, power rear, express down (Not available on Regular Cab models.)

Door locks, power (Standard on Crew Cab and Double Cab. On Regular Cab, included and only available with (PCI) Convenience Package or (ZLQ) Fleet Convenience Package.)

USB ports, 2 (first row) located on instrument panel

Power outlet, front auxiliary, 12-volt

Air conditioning, single-zone

Air vents, rear (Not available with Regular Cab model.)

Mirror, inside rearview, manual tilt

Assist handles front A-pillar mounted for driver and passenger, rear B-pillar mounted

Safety-Mechanical

StabiliTrak, stability control system with Proactive Roll Avoidance and traction control, includes electronic trailer sway control and hill start assist

Safety-Exterior

Daytime Running Lamps, LED signature lighting

Safety-Interior

Airbags, Dual-stage frontal airbags for driver and front outboard passenger; Seat-mounted side-impact airbags for driver and front outboard passenger; Head-curtain airbags for front and rear outboard seating positions; Includes front outboard Passenger Sensing System for frontal outboard passenger airbag (Always use seat belts and child restraints. Children are safer when properly secured in a rear seat in the appropriate child restraint. See the Owner's Manual for more information.)

Rear Vision Camera (Deleted with (ZW9) pickup bed delete.)

Teen Driver a configurable feature that lets you activate customizable vehicle settings associated with a key fob, to help encourage safe driving behavior. It can limit certain available vehicle features, and it prevents certain safety systems from being turned off. An in-vehicle report card gives you information on driving habits and helps you to continue to coach your new driver

Tire Pressure Monitoring System with Tire Fill Alert (does not apply to spare tire)

Rear Seat Reminder (Requires Crew Cab or Double Cab model.)

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Vehicle: [Fleet] 2021 GMC Sierra 1500 (TC10753) 2WD Double Cab 147" (✔ Complete)

WARRANTY

Warranty Note: <<< Preliminary 2021 Warranty >>>

Basic Years: 3

Basic Miles/km: 36,000

Drivetrain Years: 5

Drivetrain Miles/km: 60,000

Drivetrain Note: HD Duramax Diesel: 5 Years/100,000 Miles; Qualified Fleet Purchases: 5 Years/100,000 Miles

Corrosion Years (Rust-Through): 6

Corrosion Years: 3

Corrosion Miles/km (Rust-Through): 100,000

Corrosion Miles/km: 36,000

Roadside Assistance Years: 5

Roadside Assistance Miles/km: 60,000

Roadside Assistance Note: HD Duramax Diesel: 5 Years/100,000 Miles; Qualified Fleet Purchases: 5 Years/100,000 Miles

Maintenance Note: 1 Year/1 Visit

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Awarded Contract

Call Us first, for all of your Fleet Automotive, & Light Truck needs.

Quote

PHONE (800) ALANJAY (252-6529)		DIRECT 863-385-9610	WWW.ALANJAY.COM	34093-1
Corporate Office	2003 U.S. 27 South Sebring, FL 33870	MOBILE 904-838-4999	Mailing Address	P.O. BOX 9200 Sebring, FL 33871-9200
		FAX 863-402-4221		

ORIGINAL QUOTE DATE
10/14/2021

QUICK QUOTE SHEET

REVISED QUOTE DATE
10/14/2021

REQUESTING AGENCY	LAKE WORTH, CITY OF		
CONTACT PERSON	FELIPE LOFASO	EMAIL	Flofaso@lakeworth.org
PHONE	561-586-1720	MOBILE	FAX

SOURCEWELL (FORMERLY NJPA) CONTRACT # 2022 120716-NAF & 060920-NAF www.NationalAutoFleetGroup.com

MODEL	1FF48 2LT	MSRP	\$33,000.00
	2022 CHEVY BOLT EUV		

CUSTOMER ID **BASE VEHICLE PRICE \$31,806.00**

BED LENGTH SUV

** All vehicles will be ordered white w/ darkest interior unless clearly stated otherwise on purchase order.

FACTORY OPTIONS	DESCRIPTION	
GAZ H1N	Summit White, Jet Black, Cloth seat trim	\$0.00
MMF	ELECTRIC DRIVE UNIT, (200 HP [150 KW] 266 LB-FT OF TORQUE [360 N-M])	\$0.00
ENO	ENGINE, NONE.	\$0.00
BUC	FACTORY BACK UP CAMERA(STD).	\$0.00
CPO	SEE ATTACHED PRINT OUT FOR COMPLETE VEHICLE DETAILS	\$0.00

CONTRACT OPTIONS	DESCRIPTION	FACTORY OPTIONS	\$0.00
NEW-TAG	New CITY tag Includes temp tag & two way overnight shipping for signature.		\$245.00
DTF SUV	Deep tint film on SUV with full side and rear glass coverage.		\$290.00
MG575	MAJOR GUARD 5YR 75K MILE (NON-EMERGENCY) \$0 DED		\$2,551.00

CONTRACT OPTIONS \$3,086.00

TRADE IN

VEHICLE TOTAL	\$31,806.00
MSRP DISCOUNT	3.6%
ACCESSORY TOTAL	\$3,086.00
CUSTOMER PRICE	\$34,892.00

YES WE TAKE TRADE INS ~~~ ASK ABOUT MUNICIPAL FINANCING ~~~ \$0.00

TOTAL COST LESS TRADE IN(S) QTY 1 \$34,892.00

Estimated Annual payments for 60 months paid in advance: \$7,814.37
Municipal finance for any essential use vehicle, requires lender approval, WAC.

Comments

VEHICLE QUOTED BY **CHRISTY SELF** GOVERNMENT ACCOUNT MANAGER christy.self@alanjay.com

"I Want to be Your Fleet Provider"

I appreciate the opportunity to submit this quotation. Please review it carefully. If there are any errors or changes, please feel free to contact me at any time. I am always happy to be of assistance.



ALAN JAY FLEET

CHRISTY SELF | 863-385-9610 | CHRISTY.SELF@ALANJAY.COM

Vehicle: [Fleet] 2022 Chevrolet Bolt EUV (1FF48) FWD 4dr LT (Complete)



Note:Photo may not represent exact vehicle or selected equipment.

Window Sticker

SUMMARY

[Fleet] 2022 Chevrolet Bolt EUV (1FF48) FWD 4dr LT

MSRP:\$33,000.00

Interior:Jet Black, Cloth seat trim

Exterior 1:Summit White

Exterior 2:No color has been selected.

Engine, none

Electric drive unit, (200 hp [150 kW] 266 lb-ft of torque [360 N-m])

OPTIONS

CODE	MODEL	MSRP
1FF48	[Fleet] 2022 Chevrolet Bolt EUV (1FF48) FWD 4dr LT	\$33,000.00
OPTIONS		
2LT	LT Preferred Equipment Group	\$0.00
AR7	Seats, front bucket	\$0.00
EN0	Engine, none	\$0.00
FE9	Emissions, Federal requirements	\$0.00
GAZ	Summit White	\$0.00
H1N	Jet Black, Cloth seat trim	\$0.00

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ALAN JAY FLEET

CHRISTY SELF | 863-385-9610 | CHRISTY.SELF@ALANJAY.COM

Vehicle: [Fleet] 2022 Chevrolet Bolt EUV (1FF48) FWD 4dr LT (Complete)

IOS	Audio system, Chevrolet Infotainment 3 Plus System	\$0.00
MMF	Electric drive unit, (200 hp [150 kW] 266 lb-ft of torque [360 N-m])	\$0.00
RSB	Wheels, 17" (43.2 cm) Silver painted aluminum	\$0.00
VQ2	Fleet Processing Option	\$0.00

SUBTOTAL	\$33,000.00
Adjustments Total	\$0.00
Destination Charge	\$995.00
TOTAL PRICE	\$33,995.00

FUEL ECONOMY

Est City:N/A

Est Highway:N/A

Est Highway Cruising Range:N/A

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ALAN JAY FLEET

CHRISTY SELF | 863-385-9610 | CHRISTY.SELF@ALANJAY.COM

Vehicle: [Fleet] 2022 Chevrolet Bolt EUV (1FF48) FWD 4dr LT (Complete)

Standard Equipment

Package

Chevy Safety Assist includes (UHY) Automatic Emergency Braking, (UKJ) Front Pedestrian Braking, (UHX) Lane Keep Assist with Lane Departure Warning, (UE4) Following Distance Indicator, (UEU) Forward Collision Alert and (TQ5) IntelliBeam

Mechanical

Engine, none

Electric drive unit, (200 hp [150 kW] 266 lb-ft of torque [360 N-m]) (STD)

Electric Propulsion

Keyless start, push-button

Electronic Precision Shift, button and trigger based drive unit interface; includes One Pedal Driving button

Final drive ratio, 7.05:1

Front wheel drive

Battery, Propulsion, Lithium-ion, Rechargeable Energy Storage System

DC fast charging

Charging module, 11.5 kW high-voltage

Battery, 12-volt with rundown protection

Charge cord, Dual Level, 120-volt and 240-volt capability changeable NEMA 5-15 and NEMA 14-50 plugs with SAE J1772 vehicle connection

Recovery hook, front

Recovery hook, rear

Suspension, Performance Ride and Handling

Suspension, front independent

Suspension, rear, semi-independent, compound crank

Steering, power, non-variable ratio, electric

Brakes, 4-wheel antilock, 4-wheel disc

Brake, electronic parking

Exterior

Wheels, 17" (43.2 cm) Silver painted aluminum (STD)

Tires, P215/50R17 all-season blackwall, Michelin Selfseal puncture-sealing

Luggage rack, side rails, roof mounted

Headlamps, LED

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ALAN JAY FLEET

CHRISTY SELF | 863-385-9610 | CHRISTY.SELF@ALANJAY.COM

Vehicle: [Fleet] 2022 Chevrolet Bolt EUV (1FF48) FWD 4dr LT (Complete)

Exterior

- Headlamp control, automatic on and off
- IntelliBeam, auto high-beam
- Lamp, center high-mounted stop/brake (CHMSL), LED
- Lamps, stop and tail, LED
- Mirrors, outside heated power-adjustable, manual-folding with integrated turn signal indicators
- Glass, solar absorbing
- Windshield, solar absorbing
- Wipers, front intermittent, variable, with washers
- Wiper, rear intermittent with washer
- Door handles, body-color

Entertainment

- Audio system, Chevrolet Infotainment 3 Plus System 10.2" diagonal HD color touchscreen, AM/FM stereo, Bluetooth audio streaming for 2 active devices, Apple CarPlay and Android Auto capable, enhanced voice recognition, in-vehicle apps, cloud connected personalization for select infotainment and vehicle settings. Subscription required for enhanced and connected services after trial period. (STD)
- Audio system feature, 6-speaker system
- SiriusXM with 360L Equipped with SiriusXM with 360L. Enjoy a trial subscription of the Platinum Plan for the full 360L experience, with a greater variety of SiriusXM content, a more personalized experiences and easier navigation. With the Platinum Plan, you can also enjoy your favorites everywhere you go, with the SiriusXM app, online and at home on compatible connected devices. (IMPORTANT: The SiriusXM radio trial package is not provided on vehicles that are ordered for Fleet Daily Rental ("FDR") use. If you decide to continue service after your trial, the subscription plan you choose will automatically renew thereafter and you will be charged according to your chosen payment method at then-current rates. Fees and taxes apply. See the SiriusXM Customer Agreement at www.siriusxm.com for complete terms and how to cancel. All fees, content, features, and availability are subject to change.)
- Wi-Fi Hotspot capable (Terms and limitations apply. See onstar.com or dealer for details.)
- Audio system feature, SD card receptacle
- Wireless Apple CarPlay/Wireless Android Auto capability
- Antenna, roof-mounted shark fin, body-color

Interior

- Seats, front bucket
- Seat trim, Cloth
- Seat adjuster, driver 6-way manual
- Seat adjuster, front passenger 6-way manual

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ALAN JAY FLEET

CHRISTY SELF | 863-385-9610 | CHRISTY.SELF@ALANJAY.COM

Vehicle: [Fleet] 2022 Chevrolet Bolt EUV (1FF48) FWD 4dr LT (Complete)

Interior

- Head restraints, front, adjustable (up/down)
- Seat, rear 60/40 split-folding
- Head restraints, rear, outboard seats, articulating
- Console, floor, with armrest
- Power outlet, auxiliary located forward of the front storage bin
- Floor mats, carpeted front (Deleted when LPO floor mats or floor liners are ordered.)
- Floor mats, carpeted rear (Deleted when LPO floor mats or floor liners are ordered.)
- Steering column, tilt and telescopic
- Steering wheel, deluxe, flat-bottom
- Steering wheel controls, mounted audio, phone and cruise control
- Steering wheel controls, Regen on Demand, steering wheel paddle, regenerative braking
- Lighting, interior, ambient instrument panel
- Driver Information Center 8" diagonal enhanced multi-color configurable graphic display with 2 themes and energy-use monitors
- Outside temperature display, located in the infotainment display
- Display, vehicle efficiency with programmable charge times
- Drive mode control switch (Normal and Sport)
- Charge control, programmable time of day with charging status indicator light on instrument panel
- Charge control, location based, selectable GPS enabled with programmable "home" charging setting
- Windows, power with driver Express-Up and Down
- Window, power with front passenger Express-Up and Down
- Windows, power with rear Express-Down
- Door locks, power programmable with lockout protection
- Lock control, liftgate, power remote lock/unlock
- Keyless Open, passive unlock and lock on all doors and liftgate
- Remote Keyless Entry, extended range with remote start, panic button and door lock/unlock functions
- Remote vehicle starter system includes Remote Keyless Entry
- Cruise control, electronic with set and resume speed
- Theft-deterrent system, electrical, unauthorized entry
- Theft-deterrent system, immobilizer

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ALAN JAY FLEET

CHRISTY SELF | 863-385-9610 | CHRISTY.SELF@ALANJAY.COM

Vehicle: [Fleet] 2022 Chevrolet Bolt EUV (1FF48) FWD 4dr LT ( Complete)

Interior

- Remote panic alarm
- Wireless Charging for devices
- USB charging-only ports, one type-A and one type-C, charging only, located on rear of center console
- Air conditioning, single-zone automatic climate control
- Air filter, cabin
- Sensor, cabin humidity
- Defogger, rear-window electric
- Heat ducts, rear
- Glovebox, passenger-side
- Mirror, inside rearview manual day/night
- Visors, driver and front passenger vanity mirrors, covered, sliding
- Assist handle, front passenger
- Assist handles, rear outboard
- Lighting, interior, dual reading
- Lighting, interior, illuminated entry
- Lighting, rear cargo compartment lamp
- Door handles, inside, chrome
- Storage, rear cargo area, intended for charging cord, covered
- Storage, rear cargo, double floor
- Cargo cover
- Chevrolet Connected Access capable (Subject to terms. See onstar.com or dealer for details.)

Safety-Mechanical

- Automatic Emergency Braking
- Front Pedestrian Braking
- StabiliTrak, stability control system with Traction Control

Safety-Exterior

- Pedestrian safety signal, automated external sound generator at low speeds alerts pedestrians of vehicle presence
- Daytime Running Lamps, LED with signature lighting

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ALAN JAY FLEET

CHRISTY SELF | 863-385-9610 | CHRISTY.SELF@ALANJAY.COM

Vehicle: [Fleet] 2022 Chevrolet Bolt EUV (1FF48) FWD 4dr LT (Complete)

Safety-Interior

Airbags, driver and front passenger dual-stage frontal includes Passenger Sensing System; roof-rail side-impact and thorax side-impact seat-mounted for front and rear outboard seating positions; driver and front passenger knee (Always use seat belts and child restraints. Children are safer when properly secured in a rear seat in the appropriate child restraint. See the Owner's Manual for more information.)

OnStar and Chevrolet connected services capable (Terms and limitations apply. See onstar.com or dealer for details.)

HD Rear Vision Camera

Lane Keep Assist with Lane Departure Warning

Forward Collision Alert

Following Distance Indicator

Seat belts, 3-point driver and front passenger includes pretensioners and load limiters

Seat belts, 3-point, rear outboard and center position

Restraint provisions, child, Isofix 2 point only, point/latch includes 3 top tether points

Safety belt indicator, driver

Safety belt indicator, front passenger

Rear Seat Reminder

Door locks, rear child security

Teen Driver a configurable feature that lets you activate customizable vehicle settings associated with a key fob, to help encourage safe driving behavior. It can limit certain available vehicle features, and it prevents certain safety systems from being turned off. An in-vehicle report card gives you information on driving habits and helps you to continue to coach your new driver

Tire Pressure Monitor System, manual learn

Tire Fill Alert

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ALAN JAY FLEET

CHRISTY SELF | 863-385-9610 | CHRISTY.SELF@ALANJAY.COM

Vehicle: [Fleet] 2022 Chevrolet Bolt EUV (1FF48) FWD 4dr LT ( Complete)

WARRANTY

Warranty Note: <<< Preliminary 2022 Warranty >>>
Basic Years: 3
Basic Miles/km: 36,000
Drivetrain Years: 5
Drivetrain Miles/km: 60,000
Drivetrain Note: Qualified Fleet Purchases: 5 Years/100,000 Miles
Corrosion Years (Rust-Through): 6
Corrosion Years: 3
Corrosion Miles/km (Rust-Through): 100,000
Corrosion Miles/km: 36,000
Hybrid/Electric Components Years: 8
Hybrid/Electric Components Miles/km: 100,000
Roadside Assistance Years: 5
Roadside Assistance Miles/km: 60,000
Roadside Assistance Note: Qualified Fleet Purchases: 5 Years/100,000 Miles
Maintenance Note: 1 Year/1 Visit

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EXECUTIVE BRIEF REGULAR MEETING

AGENDA DATE: November 16, 2021

DEPARTMENT: Public Works

TITLE:

Purchase Order with Nextran Truck for the procurement of a new Front Load Garbage Truck

SUMMARY:

The Purchase Order with Nextran Truck authorizes the procurement of a new front load garbage truck at a cost not to exceed \$303,316.00.

BACKGROUND AND JUSTIFICATION:

The City of Lake Worth Beach maintains its own Solid Waste and Recycling Division as managed through the Public Works Department. The Division is actively engaged in the collection and disposal of both residential and commercial solid waste and recycling. As part of the operational needs, heavy equipment replacement is necessary to maintain an efficient and safe working fleet. As part of the Fiscal Year 2022 budget process, a new Mack Front Load garbage truck was identified to be replaced as part of the operational needs. The truck is being purchased through Nextran Truck Centers, a member of the Florida Sheriffs' Cooperative Bid contract FSA20-VEH18.0 Item Number 105 at a cost not to exceed \$303,316.00.

MOTION:

Move to approve/disapprove the Purchase Order with Nextran Truck Centers for \$303,316.00.

ATTACHMENT(S):

Fiscal Impact Analysis
Quote



ISUZU



FLORIDA SHERIFFS ASSOCIATION BID SHEET

CUSTOMER: CITY OF LAKE WORTH BEACH
BID NUMBER: FSA 20-VEH18.0 ITEM NUMBER 105
DATE: OCT 2021
DESCRIPTION: MACK TE64 FEL REFUSE TRUCK
QUOTE NUMBER: LWB1022A

BASE PRICE INCLUDUNG 2.5% PPI INCREASE 145,895

PUBLISHED OPTIONS:

Table with 3 columns: Option Code, Description, Price. Includes items like 1001759 355HP (1,100), 3180010 BAT SWITCH (90), 20F46R 66 GVW PACKAGE (2,648), etc.

UNPUBLISHED OPTIONS:

Table with 2 columns: Description, Price. Includes items like EP2+EATS 5YR 250K (2,870), ALLISON 5 YR WARRANTY (1,360), etc.

TOTAL: 303,316

EXECUTIVE BRIEF REGULAR MEETING

AGENDA DATE: November 16, 2021

DEPARTMENT: Public Works

TITLE:

Purchase Order with Orlando Freightliner for the procurement of a new Rear Steer Garbage Truck

SUMMARY:

The Purchase Order with Orlando Freightliner authorizes the procurement of a new rear steer garbage truck at a cost not to exceed \$192,586.00.

BACKGROUND AND JUSTIFICATION:

The City of Lake Worth Beach maintains its own Solid Waste and Recycling Division as managed through the Public Works Department. The Division is actively engaged in the collection and disposal of both residential and commercial solid waste and recycling. As part of the operational needs, heavy equipment replacement is necessary to maintain an efficient and safe working fleet. As part of the Fiscal Year 2022 budget process, a new Freightliner Rear Steer trash truck was identified to be replaced as part of the operational needs. The truck is being purchased through Orlando Freightliner, a member of the Florida Sheriff's Cooperative Bid contract FSA20-VEH18.0 Item Number 58 at a cost not to exceed \$192,586.00.

MOTION:

Move to approve/disapprove the Purchase Order with Orlando Freightliner for \$192,586.00.

ATTACHMENT(S):

Fiscal Impact Analysis
Quote

**Orlando Freightliner
2455 S. Orange Blossom Tr
Apopka Fl. 32703
407-295-3846**

bscharpnick@orlandofreightliner.com

To: Jason Yeager/City of Lake Worth

Regarding FSA20-VEH18.0

**Orlando Freightliner is pleased to quote the following 2023
Freightliner M2 106 via the Florida Sheriff's Association
Bid FSA20-VEH18.0**

Spec #58	\$42,754.00
33000GVW	\$27,426.00
RS3	\$109,800.00
Steel Surcharge	\$ 12,606.00

Total	\$192,586.00
--------------	---------------------

**Bob Scharpnick
Municipal/Fleet Sales
Orlando Freightliner
Isuzu Truck of Ocala**

EXECUTIVE BRIEF REGULAR MEETING

AGENDA DATE: November 16, 2021

DEPARTMENT: Leisure Services

TITLE:

Resolution No. 84-2021 – FY 2022 Third Budget Amendment of the Five-Year Capital Plan to reflect the additional funding and appropriation for the Memorial Park Pavilion Renovation capital project.

SUMMARY:

Resolution No. 84-2021 authorizes a budget amendment to increase the funding and expenditures for the Memorial Park Pavilion Renovation Project.

BACKGROUND AND JUSTIFICATION:

The Memorial Park Pavilion renovation project was approved on September 27, 2021 as part of the FY 2022 Five-Year Capital Plan. The total projected cost for this Project equals \$594,225; of which \$266,560 is funded from grants while \$327,665 remains unfunded. An additional \$12,000 is available from the sale of the 6th Avenue South property to Florida Department of Transportation. Therefore, it is being recommended to use the proceeds from this sale, fund balance, to augment the unfunded portion of this project.

This budget amendment is being presented to adjust the appropriation approved through Resolution No. 60-2021 passed on September 27, 2021 which reflects the City's Five-Year Capital Plan as adopted by Commission.

MOTION:

Move to approve/disapprove Resolution No. 84-2021 – authorizing the third budget amendment to increase the funding and expenditures for the Memorial Park Pavilion Renovation Project.

ATTACHMENT(S):

Fiscal Impact Analysis
Resolution 84-2021
Exhibit A
CIP Project Request Form

FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2022	2023	2024	2025	2026
Capital Expenditures	0	0	0	0	0
Operating Expenditures	\$12,000	0	0	0	0
External Revenues	0	0	0	0	0
Program Income	0	0	0	0	0
In-kind Match	0	0	0	0	0
Net Fiscal Impact	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	Budget Transfer	Agenda Expenditure	Balance
001-0000-271.00-00	Equity / Fund Balance	TBD	N/A	\$6,148,692	\$12,000	\$12,000	\$6,136,692

1
2
3 RESOLUTION NO. 84-2021, THIRD BUDGET AMENDMENT OF THE
4 CITY OF LAKE WORTH BEACH, A MUNICIPAL CORPORATION OF THE
5 STATE OF FLORIDA, MAKING SEPARATE AND SEVERAL BUDGET
6 AMENDMENTS AND CORRESPONDING APPROPRIATIONS FOR THE
7 CITY'S NECESSARY OPERATING EXPENSES, THE USES AND
8 EXPENSES OF THE VARIOUS FUNDS AND DEPARTMENTS OF THE
9 CITY FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2021 AND
10 ENDING SEPTEMBER 30, 2022; AND PROVIDING FOR AN EFFECTIVE
11 DATE
12

13 WHEREAS, the City of Lake Worth Beach, Florida (the "City") previously adopted
14 the Fiscal Year (FY) 2022 Five Year Capital Plan Budget pursuant to Resolution No. 60-
15 2021 on September 27, 2021;

16 WHEREAS, the City finds it is necessary and essential to amend the FY 2022 Five
17 Year Capital Plan Budget as set forth in this Resolution; and

18 WHEREAS, adoption of the FY 2022 Five Year Capital Plan Budget amendments
19 set forth herein serves a valid public purpose.

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

22
23 Section 1. The above recitals are hereby ratified and confirmed as being true and
24 correct and are hereby incorporated into this Resolution.
25

26 Section 2. As hereinafter stated in this Resolution, the term "fiscal year" shall mean the
27 period of time beginning October 1, 2021, and ending and including September 30, 2022.
28

29 Section 3 The funds and available resources and revenues that are set out and
30 attached as Exhibit "A" and incorporated herein by reference, be, and the same hereby
31 are, appropriated to provide the monies to be used to pay the necessary operating and
32 other expenses of the respective funds and departments of the City for the fiscal year.

33
34 Section 4. The sums, which are set out in Exhibit "A" and herein incorporated by
35 reference, listed as operating and other expenses of the respective funds and
36 departments of the City, be, and the same hereby are, appropriated and shall be paid out
37 of the revenues herein appropriated for the fiscal year.
38

39 Section 5. The revenues and the expenses for which appropriations are hereby made,
40 all set forth above, shall be as set out in the Amended City of Lake Worth Operating
41 Budget for the fiscal year as attached in Exhibit "A".
42

43 Section 6. The sums set out in Exhibit "A" are hereinbefore incorporated by reference
44 and based upon departmental estimates prepared by the City Manager and the Finance
45 Director, shall be, and the same hereby are, fixed and adopted as the amended budget
46 for the operation of the City and its other enterprises for the fiscal year.

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Section 7. Except as amended in Exhibit "A" hereto, the remainder of the FY 2022 Five Year Capital Plan Budget for the fiscal year remains in full force and effect.

Section 8. This resolution shall become effective immediately upon passage.

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

- Mayor 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 16th day of November 2021.

LAKE WORTH BEACH CITY COMMISSION

By: _____
Betty Resch, Mayor

ATTEST:

Melissa Ann Coyne, City Clerk

Project Title	FY 2022 Requests	Pay Go	/----- Sorce of Funds -----/					Sales Tax	New Borrowing	Not Funded
			Fund Balance	Transfers From Other Funds	Grant - In Hand	Grant - To Apply				
Governmental Funds										
General Fund										
Recreation										
Sunset Park - Playground										-
Sunset Ridge Park - Pavillion										-
Sunset Ridge Park - Tennis Court Resurfacing										-
NW Ballfields - Dugouts	120,000						120,000			-
NW Ballfields - Replace Fence										-
NW Ball Fields- Lighting Upgrades	50,000						50,000			-
NW Ball Fields- Playground										-
Wimbley Gym- Roof Replacement Project	-									-
Howard Park Playground										-
Memorial Park- Pavilion Renovation	594,225					266,500				315,725
<i>FY 2022 CIP Budget Amendment</i>			12,000							
Memorial Park- Re-sodding										-
South Bryant Park- Fitness Park										-
South Bryant Park- Playground										-
Bryant Park Jetty	62,000						62,000			-
South Palm- Playground										-
Total Leisure Services	826,225	-	12,000	-	266,500	232,000	-	-		315,725



Capital Improvement Program (CIP) Project Request Form (For Projects / Items Costing Over \$50,000)

Department	Project Duration	Life Expectancy	Priority
Leisure Services - Recreation	FY22	20 YEARS	1

Project Title	Relevant Graphic Details (GIS or photo inserted)
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Memorial Park - Pavilion Renovation Project



Project Location
Memorial Park - 6th Ave South and South A Street

Project Description/Justification
 Memorial Park Athletic Complex is the City's primary multi-use athletic complex utilized for football, soccer and other outdoor activity. The playing field was recently reconstructed and is in great condition, however the existing pavilion, bathrooms and concession area are well beyond their useful lives and currently do not meet ADA compliance. The pavilion is deteriorating beyond repair and needs full replacement. The bathroom facilities do not meet ADA compliance and based on the usage require expansion to accommodate the public during events. The concession is a makeshift area that needs expansion to accommodate proper concession activity and food/beverage storage.

Pillar 4 - Navigating Towards a Sustainable Community
 4E - Ensure facility placement, construction and development that anticipates and embraces the future.

Project's Return on Investment
 The renovation of the Memorial Park pavilion, bathrooms and concessions will provide a first class athletic facility that will accommodate the current and future growth of the City's athletic programs, while achieving an aesthetically beautiful, safe and enjoyable experience.

FISCAL DETAILS	Account Number	Account Description	2022
	Grant		266,560
	TBD		327,665
		Total Expenditures	\$ 594,225

Operating Cost Impact							
The park improvements will net a zero operating fund impact as the current facility configuration will be similar to the proposed facility configuration and will be maintained with similar staffing and vendor services levels.							
Project's Impact on Other Departments							
This project is not expected to have any major impacts on other Departments							
Expenditures							
	Prior Years	FY22	FY23	FY24	FY25	FY26	TOTAL
Capital Costs							
Project Development							-
Design							-
Permitting							-
Land/ROW Acquisition							-
Construction		594,225					594,225
Equipment							-
Testing							-
Operating Costs							
On-Going Operations							-
Maintenance							-
Personnel Costs							-
Other (SPECIFY)							-
							-
Total Expenditures	\$ -	\$ 594,225	\$ -	\$ -	\$ -	\$ -	\$ 594,225
Off-Set Categories							
	Prior Years	FY22	FY23	FY24	FY25	FY26	TOTAL
New Revenues							-
Other							-
							-
Total Off-Sets	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
NET COST	\$ -	\$ 594,225	\$ -	\$ -	\$ -	\$ -	\$ 594,225
Funding Sources							
	Prior Years	FY22	FY23	FY24	FY25	FY26	TOTAL
Grant		266,560					266,560
TBD		327,665					327,665
Total Funding Sources	\$ -	\$ 594,225	\$ -	\$ -	\$ -	\$ -	\$ 594,225
This section must be completed for all applicable projects. Please list future revenues and expenses once project is completed and fully operational.							
Net Operational Impact:							
A. Revenues Generated:		B. Expenses Incurred:					
A.1- Revenue #1	-	B.1- Personnel:	-	B.5- Utilities:	-		-
A.2- Revenue #2	-	B.2- Debt Service Costs:	-	B.6- Materials/Supplies:	-		-
A.3- Revenue #3	-	B.3- Contract Services:	-	B.7- Equipment:	-		-
A.4- Revenue #4	-	B.4- Fixed Costs:	-	B.8- Miscellaneous:	-		-
Revenue Totals (A.1 -to- A.4)	-	Expense Totals (B.1 -to- B.8)					-

EXECUTIVE BRIEF REGULAR MEETING

AGENDA DATE: November 16, 2021

DEPARTMENT: City Attorney

TITLE:

Settlement Agreement with Umdasch Real Estate USA, LTD. Corp. (Doka Development)

SUMMARY:

The proposed settlement agreement is to resolve the pending litigation filed by Umdasch Real Estate USA, LTD. Corp., regarding the development at 2209 7th Avenue North, Lake Worth Beach (commonly known as the Doka Development).

BACKGROUND AND JUSTIFICATION:

In June 2021, Umdasch Real Estate USA, LTD. Corp., commenced two (2) litigation cases against the City (15th Judicial Circuit Court Case No. 2021-CA-007798 and Case No. 2021-CA-007649). Both cases arise out of the Doka Development, which the City Commission remanded to the Planning and Zoning Board for a re-hearing after the Planning and Zoning Board's January 2021 approval was appealed to the City Commission.

The proposed settlement agreement would add additional conditions of approval to the Planning and Zoning Board's January 2021 approval in order for the development to move forward. In exchange, both litigation cases will be dismissed with prejudice.

The City Commission has held two (2) closed executive sessions to discuss the cases and potential settlement. At this time, no other party has intervened in either pending litigation case.

The proposed settlement agreement will be posted to the City's website as soon as it is finalized.

MOTION:

Move to approve/not approve the Settlement Agreement with Umdasch Real Estate USA, LTD. Corp. (Doka Development).

ATTACHMENT(S):

Fiscal Impact Analysis – N/A

SETTLEMENT AGREEMENT

This Settlement Agreement (“Agreement”) is entered into by and between UMDASCH REAL ESTATE USA, LTD. CORP., (“Petitioner/Plaintiff” or “Umdasch”) and the CITY OF LAKE WORTH BEACH (the “Respondent/Defendant” or “City”).

This Agreement serves to resolve the existing controversy, claims, and disputes between the Petitioner/Plaintiff and Respondent/Defendant, including those raised and which might have been raised in the lawsuits identified as 15th Judicial Circuit Court Case Nos. 50-2021-CA-007649-XXXX-MB, and 50-2021-CA-00798-XXXX-MB (“Lawsuits”) with prejudice.

WHEREAS, Umdasch is the applicant for the consideration of a Major Site Plan with Sustainable Bonus and Conditional Use permit for the project commonly referred to as “Umdasch/Doka” located at 2209 7th Avenue North, Lake Worth Beach, Florida (the “Property”), and,

WHEREAS, City, is a political subdivision of the State of Florida, acting by and through its City Commission; and,

WHEREAS, on January 6, 2021, the City of Lake Worth Beach Planning and Zoning Board (“Board”) approved the Project known as Umdasch/Doka with conditions; and,

WHEREAS, the decision of the Board was appealed to the City Commission; and,

WHEREAS, on May 25, 2021, the City Commission remanded the Project back to the Board for reconsideration; and,

WHEREAS, a dispute arose over the decision of the City Commission to remand the Project back to the Planning and Zoning Board for reconsideration; and,

WHEREAS, Umdasch filed the Lawsuits on or about June of 2021; and,

WHEREAS, Umdasch and City desire to resolve the Lawsuits with prejudice.

NOW THEREFORE, in consideration of the mutual promises contained herein, the sufficiency of which is acknowledged by all parties, the parties agree as follows:

1. The settlement term sheet attached as Exhibit A, is incorporated and made a part of this Settlement Agreement.

2. Once executed by Umdasch, the City shall submit this Agreement to the City of Lake Worth Beach City Commission as soon as legally possible consistent with public meeting notice requirements. The City Commission shall either approve or disapprove this Agreement at that meeting. If disapproved, this Agreement shall be null and void.

3. Within thirty-five (35) days of the City Commission's approval of this Agreement, the Plaintiff shall file a notice of dismissal with prejudice in both Lawsuits.

4. The City expressly denies the truth of all allegations in the Lawsuits, including all pleadings and documents, and states that this Agreement is solely made to resolve the disputed claims and cannot be considered an admission of liability and does not constitute an admission on the part of the City.

5. The parties agree that neither Umdasch nor the City is liable for any damages, reimbursement, attorney's fees or other monetary payment under this Agreement. By signing this Agreement, Umdasch expressly waives, releases, acquits, and forever discharges the City, its agents, employees, heirs, executors, administrators, successors, and assigns, none of whom admit liability and all of whom expressly deny liability, from any and all claims, demands, rights, damages, costs, loss of service, expenses, compensation, attorney's fees, actions, causes of action or suits of any kind or nature whatsoever, which Umdasch may now have or which may hereafter accrue or develop, particularly arising out of, on account of or in any way growing out of any and all known and unknown, foreseen and unforeseen, injuries, damages, attorney's fees and any and all consequences thereof, resulting or to result from the events alleged in the Lawsuits. Such waiver is binding on Umdasch's heirs, assigns, and successors-in-interest.

6. Each party agrees to bear their own attorney fees and costs relating to the Lawsuits.

7. This Agreement is and shall be binding upon all parties, their personal representatives, predecessors, successors in interest, assignees, related companies, past and present future shareholders, officers, directors, agents, attorneys, representatives and employees.

8. This Agreement contains the entire agreement between the parties and its terms hereof are contractual and are not a mere recital. The parties expressly acknowledge that there exist no oral agreements or understandings which vary the terms or meaning of this Agreement. This Agreement supersedes and annuls any and all other agreements, contract and promises, representations, whether oral or written, made by or on behalf of the parties or their personal representative where applicable, and/or successors and assigns.

9. This Agreement shall be construed in accordance with Florida law, and venue for any action relating to this Agreement shall be in Palm Beach County, Florida.

10. If any term or provision of this Agreement, shall, to any extent, be held invalid or unenforceable, the remainder of this Agreement shall not be affected, and every other term and provision of this Agreement shall be deemed valid and enforceable to the extent permitted by law.

11. This Agreement may be simultaneously executed in several counterparts including electronic signature, each of which shall be considered an original and all of which shall constitute but one and the same instrument.

12. The parties have jointly drafted this Agreement, and it, therefore, shall not be construed against any of the parties of this Agreement.

13. This Agreement may be modified only in writing when the modification is executed by all of the parties of this Agreement including the City Commission.

14. The parties have entered into this Agreement upon the advice and consent of their counsel who have explained all of its terms and conditions to their completed satisfaction.

15. The parties acknowledge and agree that this is a negotiated Agreement and does not constitute precedent or waiver on the part of the City in any matter including without limitation any interpretation of the City's code, the Comprehensive Plan, or the Land Development Regulations; or, the imposition of City fees and charges.

REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK
SIGNATURE PAGES FOLLOW

IN WITNESS WHEREOF, and in consideration for the mutually related promises and intending to be legally bound thereby, the parties have caused their hand and seal to be set on this Settlement Agreement on the date set forth below for the City of Lake Worth Beach.

CITY OF LAKE WORTH BEACH, FLORIDA

Date: _____

By: _____
Betty Resch, Mayor

ATTEST:

Approved as to form and legal sufficiency:

By: _____
Melissa Coyne, City Clerk

By: _____
Glen J. Torcivia, City Attorney

PETITIONER/PLAINTIFF: UMDASCH REAL ESTATE USA LTD. CORP.

[Corporate Seal]

By: _____

Print Name: _____

STATE OF _____)
COUNTY OF _____)

THE FOREGOING instrument was acknowledged before me by means of • physical presence or • online notarization on this ____ day of _____ 2021, by _____, as the _____ [title] of UMDASCH REAL ESTATE USE LTD. CORP., a corporation authorized to do business in the State of Florida, who is personally known to me or who has produced _____ as identification, and who did take an oath that he or she is duly authorized to execute the foregoing instrument and bind the Petitioner/Plaintiff to the same.

[SEAL]

Notary Public

NOTARY PUBLIC

Exhibit A

DOKA will agree to the following conditions of approval as part of the settlement agreement:

- 1) Concrete Walls - Perimeter
 - a) Install an 8' wall along the entire eastern border including adjacent to 3599, 3575, and 3551 23rd Avenue South. No berm. Walls can be pre-cast or not and installed with inserts creating a decorative pattern.
 - b) Install a 6' wall along the entire southern border including adjacent to 3677 23rd Avenue South. No berm. There is existing mature landscaping on the adjacent property to screen the wall.
 - c) Install a 6' wall along the entire western border with code required landscaping outside wall. No berm.
- 2) Building Materials
 - a) The 2-story office and 1-story maintenance and warehouse buildings will have concrete walls to address potential noise.
 - b) Doors on the 1-story warehouse will be kept closed except as necessary for business operations to address potential noise.
 - c) DOKA will evaluate additional options for noise insulation including, but not limited to, sound insulating the walls and insulating the roll up doors.
 - d) The compressor for the pressurized water hose for debris removal will be enclosed by a concrete structure to attenuate off-site noise
- 3) Business Operations
 - a) DOKA shall abide by the City's noise ordinance (Sec. 15-24.1) when working on site, which prescribes noise limitations Sunday through Thursday from 11:00 pm to 8:00 a.m. and Friday and Saturday from midnight to 8:00 a.m.
 - b) DOKA shall test noise emanating from its equipment to ensure compliance with the City's noise ordinance (Sec. 15-24.1) and provide such results upon request from the City.
- 4) Activity Conducted in Maintenance and Warehouse Buildings:
 - a) DOKA's product cleaning and maintenance, which includes the use of hammers and saws;
 - b) DOKA's product cleaning with pressurized water via a pressure washer.
 - c) There shall be no chemicals used in the product cleaning; and
 - d) Repair and maintenance of equipment.
 - e) DOKA's products shall include construction forms, safety equipment, and other construction related equipment. This does not include any kind of large machinery, large equipment, or vehicles.
- 5) Activity Conducted in the Storage Yard
 - a) Storage of DOKA's products and related equipment;
 - b) Utilization of forklifts to gather for loading, replace after unloading, and organization; and
 - c) All stored form boards and equipment shall be kept in clean and orderly fashion.
- 6) Activity to be conducted under canopy:
 - a) Storage of sensitive equipment; and
 - b) Inspection of equipment.
- 7) Activity Adjacent to the Storage Yard and Warehouse:
 - a) Trucks: an average of 15 trucks is expected daily; however DOKA does not agree to any condition that would limit the amount of trucks accessing the site. DOKA will make best

- efforts to schedule deliveries and returns to avoid exceeding this average number.
- b) DOKA will load and unload trucks with DOKA products;
 - c) When loading and unloading occurs, DOKA will make best efforts to ensure that truck motors are turned off during the process.
- 8) Activity in Office:
- a) Shall be limited to engineering, sales, operations, logistics, training, and general management functions; and
 - b) Any retail sales or showroom is prohibited.
- 9) Lighting:
- a) Lighting in and around the facility will be limited to meet security and safety requirements and not impose a burden on neighboring uses.
- 10) Environmental
- a) DOKA will remediate the contaminated property at its cost and expense, without any financial contribution from the City;
 - b) DOKA will work with the relevant State and local agencies to receive the necessary permits for de-mucking and installing the rip-rap, planting new landscaping and the overall project;
 - c) DOKA will work with the necessary state and local agencies to ensure the proper on-site and off-site drainage issues are properly addressed, permitted and maintained, including not limited to use of the sanitary sewer and the large lake/detention area in the middle of the site, without any cost or expense to the City at any time; and
 - d) DOKA will continue to maintain its business operations to ensure that there are no chemicals used in the cleaning of its returned products and/or equipment.

The City of Lake Worth Beach shall agree to the following:

- 1) Upon the parties entering a settlement agreement and the City Commission approving the same at a public meeting, the City will agree that DOKA's project is deemed approved pursuant to the Conditions of Approval from the Planning and Zoning Board as well as those conditions listed above;
- 2) The City shall concurrently and expeditiously review and process a minor (administrative) site plan amendment to include all Conditions of Approval from the Planning and Zoning Board as well as those conditions listed above and building permits for this project, including but not limited to review and comment on applications; provided that, this shall not be deemed an expedited review by the City.
- 3) The City agrees to work with the property owner and operator of the situs property should there be any future concerns raised.
- 4) If the settlement agreement between Doka and the City is challenged by a third party by lawsuit and/or appeal of the same, Doka agrees to intervene in such lawsuit and/or appeal and work cooperatively with the City to obtain resolution of the same.



AGENDA
CITY OF LAKE WORTH BEACH
REGULAR CITY COMMISSION MEETING
CITY HALL COMMISSION CHAMBER
TUESDAY, DECEMBER 07, 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)

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)

- A. Resolution No. xx-2021 - setting the ballot for the March 8, 2022, General Election
- B. FY2021 Invoices
- C. Agreement with L.M.C.C. Specialty Contractors, Inc. d/b/a Mims Construction Company to provide board and secure services.

PUBLIC HEARINGS:

- A. Ordinances 2021-18 & 2021-19 - Second Reading - City-initiated small-scale Future Land Use Map (FLUM) amendment (Ordinance 2021-18) and Zoning Map amendment (Ordinance 2021-19) on behalf of Dixie Capital Partners LLC in coordination with the City of Lake Worth Beach's Electric Utility requesting a FLUM amendment from the Mixed Use - East (MU-E) FLU to the Public (P) FLU, and a rezoning from the Mixed Use - Dixie Highway (MU-Dixie) zoning district to the Public (P) zoning district on properties located at 706 South H Street and 710 South H Street
- B. Ordinance No. 2021-20 - Second Reading - ballot language for setting term limits of two consecutive terms for a given seat by referendum on March 8, 2022
- C. Ordinance 2021-09 - Second Reading - Deletion of administrative appeals process to the City Commission for land development decisions

UNFINISHED BUSINESS:

A. Inter-Local Agreement with Treasure Coast Regional Planning Council to undertake a Downtown Property Public Outreach and Master Plan Development Revision

NEW BUSINESS:

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)