



AGENDA
CITY OF LAKE WORTH BEACH
ELECTRIC UTILITY CITY COMMISSION MEETING
CITY HALL COMMISSION CHAMBER
TUESDAY, FEBRUARY 23, 2021 - 6:00 PM

ROLL CALL:

PLEDGE OF ALLEGIANCE:

AGENDA - Additions / Deletions / Reordering:

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

- A. [Customer Service Update](#)
- B. [SHRIP Project presentation](#)
- C. Presentation of the Annual Report (PowerPoint presentation will be presented at meeting)

PUBLIC PARTICIPATION OF NON-AGENDAED ITEMS AND CONSENT AGENDA:

APPROVAL OF MINUTES:

- A. [January 26, 2021](#)

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

- A. [First Amendment to the Purchase Agreement with Gresco Utility Supply, Inc for Single-Phase Voltage Regulators](#)

PUBLIC HEARINGS:

UNFINISHED BUSINESS:

NEW BUSINESS:

- A. [Resolution 06-2021 and Local Funding Agreement with the Florida Department of Transportation for Signalization & Street Lighting Improvements along Dixie Highway between Lake Avenue and Lucerne Avenue](#)

ADJOURNMENT:

If a person decides to appeal any decision made by the board, agency or commission with respect to any matter considered at such meeting or hearing, he or she will need a

record of the proceedings, and that, for such purpose, he or she may need to ensure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is to be based. (F.S. 286.0105)



**Electric Utility Presentation
February 23, 2021**

Customer Service Update

2021 Roadmap of New Projects

1. Utility Bill Printing Changes

- *New vendor selected (3 to 6 mo. transition)*
- *Complete bill redesign*

2. Changes to Call Management

- *utilizing Interactive Voice Response (IVR) system*
 - *AT&T hosted solution (messaging in 3 languages)*
 - *Phase 1 – Customer Service line*
 - *Phase 2 – Outage line*

3. Improving Call Center Services

4. Prepay App (*“Pay-as-you-go”*)

5. Need for new Utility Billing Software

End.....Questions

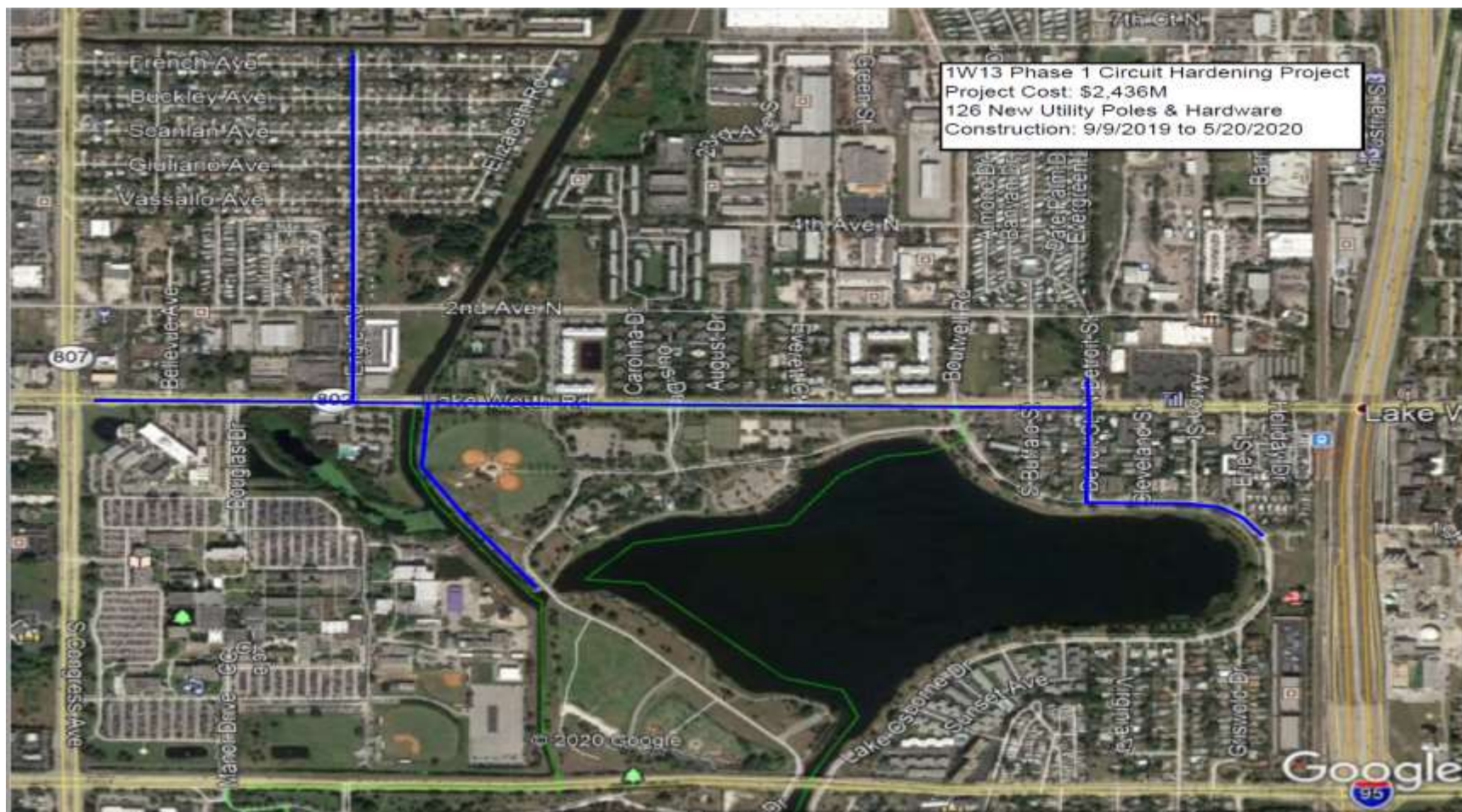




Electric Utility System Hardening and Reliability Improvement Project

**Western Circuits - 26B1W13 Update and
26B6001, 26B6003, 26B6004 Hooper Construction \$2.4 Million
Project**

What Has Been Accomplished Thus Far: 26B1W13 Phase 1 Area Covered



26B1W13 Phase 1

- All system circuits were forced ranked by performance (poorest)
 - 26B1W13 ranked #1 as the poorest performing
 - 3 Phase project, phase 1 is complete
 - Work performed by outside contractor L.E. Myers
 - » 126 total poles replaced
 - 72 Class 1 Wood
 - 54 KIP8 Concrete
 - » 18 new transformers
 - » Phase 1 total cost \$2436800.00



26B1W13 Phase 1 Project Example

Early 2019 the 26B1W13 Circuit was ranked the poorest performing circuit

August 2019 – Phase 1 Construction Started

October 2019 – Mid-point Reclosers into Service

Work Complete – Normal Configuration July 2020

	<u>2019</u>	<u>2020</u>	<u>% Reduction</u>
Customers Affected	11235	1942	-82.7%
Trip/Close Operation	6	5	-16.7%
Breaker Lockout	6	1	-83.3%
Outage Minutes	6812	5082	-25.4%
Customer Outage Minutes	711732	119952	-83.1%
Outages	48	39	-18.8%

Since July 2020 the 26B1W13 circuit has not had any breaker operations or lockouts. This work has had a direct impact on the reliability of service to 2,205 customers.





What's Next?

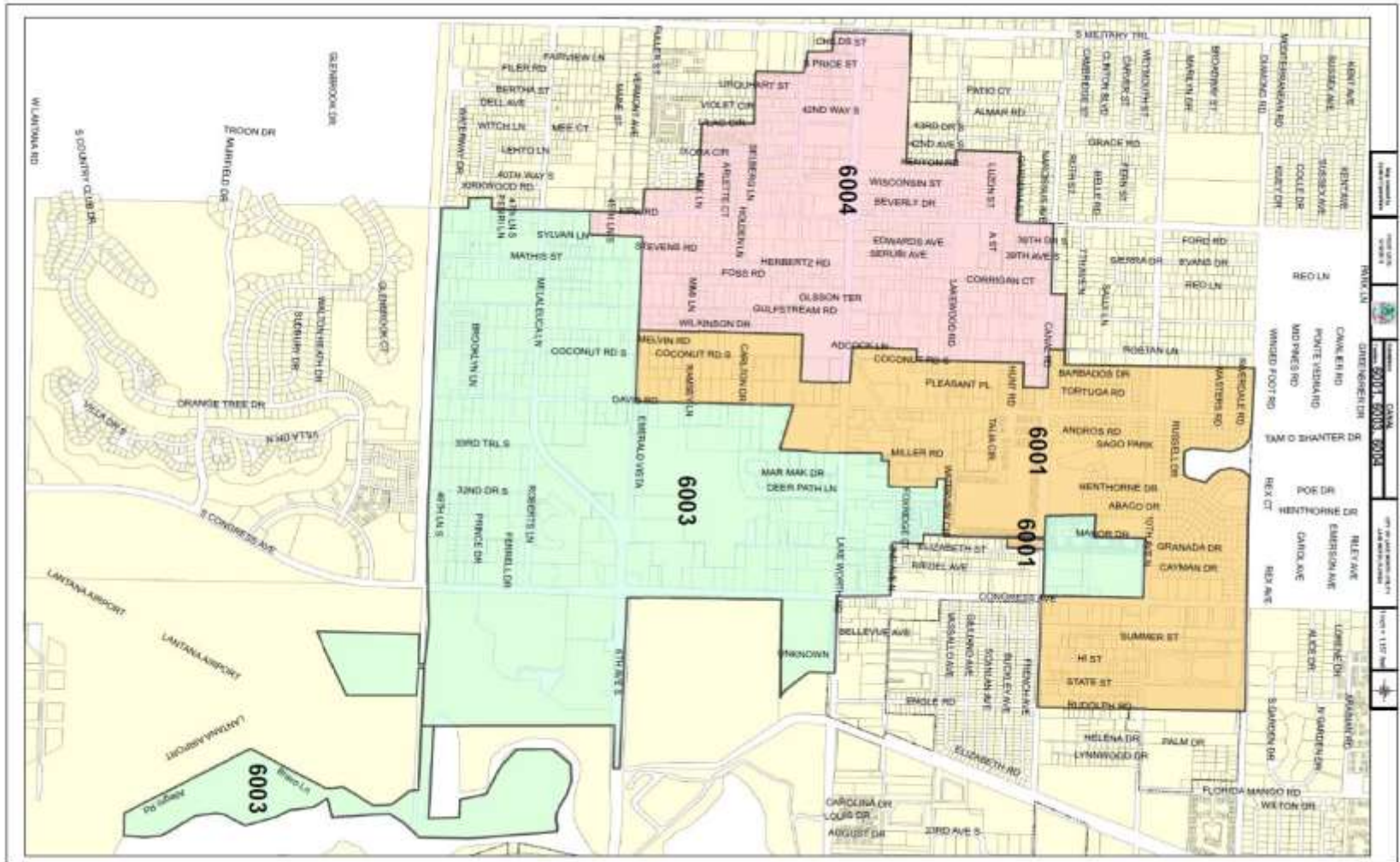
26B1W13 Phases 2 & 3

- Phases 2 & 3 are currently at 95% design
- Construction of Phases 2 & 3 is currently scheduled to begin by summer of this year.



**System Hardening and Reliability Improvement
Hooper Construction \$2.4 Million Project
26B6001, 26B6003, 26B6004**

Project Area



#2,#3 & #4 on the Poorest Performing Circuits List

- The circuits were ranked 1 to 41 in 5 separate categories with 41 being the poorest rating. These 5 categories included customers affected, breaker operations, outage minutes per customer, total outage minutes, and number of outages on the circuit.



CIRCUIT #	CIRCUIT COUNT	CUSTOMERS AFFECTED	TRIP/ CLOSE	# AFFECTED T/C	OUTAGE MINUTES	TOTAL OUTAGE MINUTES	OUTAGE COUNT	C	D	F	G	H	WORST
26B1W13	1600	20564	7	11000	4142	568686	48	44	44	42	42	42	214
26B6004	1500	9408	4	12000	9433	714474	77	39	40	44	43	44	210
26B6003	2600	9500	4	10200	6541	562568	54	40	41	43	41	43	208
26B6001	1800	8575	4	3620	3926	908437	21	38	39	41	44	41	203
26B1W05	4680	10435	4	18820	1392	301055	16	41	42	32	38	40	193
26B5002	2550	10450	0	0	1125	388358	12	42	22	26	40	37	167
26B1E09	1350	8318	0	0	1470	241489	15	37	21	33	37	39	167
26B1801	500	600	4	2000	1885	31485	15	25	38	36	26	38	163
4R0602	1000	2097	0	0	2035	142815	8	35	20	38	36	30	159
26B0603	650	815	2	1300	1477	53625	8	27	35	34	31	29	156



Project area issues

- Metal Brackets
- Old Insulators
- Open Wire Secondary
- Pole Bonding
- Animal Guard
- Automatic Conductor Sleeves
- Bad Poles

Internal Staff has identified 1948 poles, that will need to be looked at and corrected





- **Images of what happens if the Identified Issues are not Addressed**
- Early Morning February 17th 2021 Pole Fire - causing 2 Breaker reclosing events affecting 1373 customers - sustained outage for 174 customers for 2 hours – extended outage for 20 customers for 7 hours





- Internal Line Crews began the work and have done an excellent job
- due to the sheer magnitude of the project - it was discussed and decided to have contactors attack the area





Hooper Construction, with Commission Approved \$2.4 Million Work Order, will pick up where internal labor crews left off accomplishing the following:

- Remove/Replace steel cross-arms with fiberglass cross-arms
- Remove/Replace open-wire secondary with 4/0 triplex
- Remove any Automatic Conductor Sleeves and Replace with Compression Type
- Install animal guards
 - Middle Φ on cross-arms/vertical/Modified-vertical construction
 - Install insulated bird-wire on transformers, fuse switches and LA's
 - Install eel-guard on feeder jumpers/junctions
- Replace blown or damaged LA's
- Remove/Replace deteriorated wood cross-arms as needed
- Remove/Replace deteriorated wood poles; CLWB approval required
- Remove/Replace leaking or deteriorated transformers; CLWB approval required



Work Tasks (cont):

- Test all ground rod locations; maximum 25 Ohm's, record per location
- Repair/replace missing/damaged pole bonds
- Replace broken or missing down-guys
- Inform CLWB team areas requiring vegetation management
- Contractor to coordinate all planned outages
 - Hang door notices 72 hours in advanced
 - Provide CLWB with outage schedule, address & location
- Contractor shall be responsible for all property, landscaping, grassed and sidewalk restoration as needed
- Contractor shall be responsible for all Maintenance of Traffic and required MOT permits as needed
- Substantial completion in 90 Business Days, Final Completion in 110 Business Days upon issuance of NTP or Purchase Order

What to Expect

Images of our own
Internal Labor's Work





End.....Questions



**MINUTES
CITY OF LAKE WORTH BEACH
ELECTRIC UTILITY CITY COMMISSION MEETING
CITY HALL COMMISSION CHAMBER
TUESDAY, JANUARY 26, 2021 – 6:00 PM**

The meeting was called to order by Mayor Triolo on the above date at 6:00 PM in the City Commission Chamber located at City Hall, 7 North Dixie Highway, Lake Worth Beach, Florida.

ROLL CALL: Present were; Mayor Pam Triolo; Vice Mayor Andy Amoroso; and Commissioners Scott Maxwell, Carla Blockson and Herman Robinson (via zoom). Also present were City Manager Michael Bornstein, City Attorney Christy L. Goddeau and Deputy City Clerk Melissa Ann Coyne.

PLEDGE OF ALLEGIANCE: led by Vice Mayor Andy Amoroso.

AGENDA - Additions / Deletions / Reordering:

There were no changes to the agenda.

PUBLIC PARTICIPATION OF NON-AGENDAED ITEMS AND CONSENT AGENDA:

Deputy City Clerk Coyne said that there were no public comments.

APPROVAL OF MINUTES:

There were no minutes on the agenda.

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

A. Electric Utility & Customer Service Presentation

- Update on outage caused by private tree trimming at 1029 S G Street on Dec 26, 2020

Ed Liberty, Electric Utility Director, gave status about the outage that had affected thousands of customers when the branches of a tree knocked out power. He stated that the EU was very upset as no prior notice of the tree trimming had been given; over 4,000 customers were without power for three hours. He reported that the repair had cost over \$6,000 and a claim would be pursued through the insurance company to recoup the costs. He said that the processes around tree trimming had to be revisited and the EU could assist.

Mayor Triolo asked if there was a list of customers with special medical needs.

Mr. Liberty replied that there was a list of people with medically essential equipment so that their power could be restored as quickly as possible.

City Manager Bornstein stated that the City coordinated with the assisted living facilities and there was an effort to remain aware of their circumstances.

Vice Mayor Amoroso asked if the contractor who was responsible had been identified.

Mr. Liberty responded that the owner of the property had been identified.

Vice Mayor Amoroso expressed concern that the property owner did not step forward. He requested that the City would hold the company responsible.

City Manager Bornstein said that there were some code issues which he would forward to the commission.

Commissioner Maxwell asked if there was a box on the utility application regarding needing special attention due to medical needs.

City Manager Bornstein stated that the issue could be addressed and added to the application.

- Update on Utility Payments and Payment Plans

Mr. Liberty introduced Franco Bellitto, Customer Service Manager. Mr. Bellitto reported that according to the aging report that tracked 30+ days past due accounts, the total of all utilities in arrears was \$547,425 or 10.8% broken down into \$57.39 or 5.5% of commercial, \$212,733 or 12.7% of residential and \$171,181 or 11.3% of water and sewer. He said that the number had increased from an average of 4% in the two previous years. He announced that as of January 19, 2021, 1196 payment plans totaling \$387,992.81 had been set up, 1116 residential and 80 commercial, with 39% paid and 32% delinquent. He stated that \$186,984 in assistance had been received from PBC since April 1, 2020, for 420 total accounts. He explained that the collection numbers were from customers who had closed their accounts and moved out of the City while leaving a balance, and that approximately \$425,000 was projected to be sent to collections for 2020, a 47% increase over 2019.

Mr. Liberty explained that if a customer in arrears attempted to open a new account in the City, they would be responsible for clearing up the balance on the previous account.

Commissioner Robinson asked if customers on the payment plan were delinquent and what would be done. He inquired if more staffing was needed.

Mr. Liberty replied that customers could work with customer service and make some form of payment to keep service connected.

Mr. Bellitto stated that staff was working overtime to help the customers stay on the payment plans and that extra staffing was not needed. He explained that there was a seven day delay after not receiving payment before the power was shut off and that only the electric was shut off, not the water. He iterated that most customers were calling the City an hour after having their service cut off; there was a 98% restoration rate of having the power restored within 24 hours. He said that there was outreach to ensure that no one was in a property without power, but that was no longer an issue.

Vice Mayor Amoroso asked if commercial properties were monitored for compliance and about the CARES Act.

Mr. Bellitto responded that there was a conservation team that would make field visits for any customers that did not call to have service restored. He said that the county had

more funding available from the CARES Act and was contacting the City on a daily basis.

City Manager Bornstein stated that the City was looking to recoup as much funding as possible.

Vice Mayor Amoroso suggested marketing the Care to Share aspect to inform customers that any donations would go to help neighbors who could not pay.

Mayor Triolo questioned if there could be a rounding up program.

City Manager Bornstein said that the City was a public entity without knowledge of whether a customer would qualify for assistance; the City had identified community partners to help those in need.

Mr. Liberty stated that a list of approved and vetted non-profit organizations would be provided to the commission formally in the future. He said that some residents had given money to help those in need and the charities would identify others requiring assistance.

- 3 Year Overview of EU Activities and Progress

Mr. Liberty said that customers should have seen an improvement in service and reliability. He explained that Davenport had put the slides together for the bond initiative which gave an overview of the structural and operational initiatives that had been undertaken to improve, control, measure and communicate electric system performance including: developing a monthly review and forecast of power supply costs, a monthly financial review of key performance indicators, restructuring of staff roles and responsibilities, improvement of labor contracts and pay rates, increased preventive maintenance, using AMI data to address potential problems and troubleshoot and improvement in storm response and recovery processes. He announced that the City's carbon footprint would be the lowest in the State by 2025 and a public information campaign with its own website was launched called City Owned Energy (COE). He said that the customer service processes had been improved including an after-hours call center, on-line outage reporting, 24/7 national payments and migrated to 100% remote customer service capability. He said that the EU was continuing to grow and use more energy. He stated that the SHRIP was a system-wide upgrade that would ensure that the City's electric systems and infrastructure were reliable and designed to weather big storms with a multi-year capital plan to replace older poles with newer, larger and stronger ones to stand up to Category 5 storms.

Vice Mayor Amoroso left the meeting at 6:56 PM and returned at 7:00 PM.

- Example(s) of the EU System Hardening and Reliability Improvement Projects (SHRIP)

Mr. Liberty spoke about the 26B1W13 Phase 1, North Loop Phases 1, 2 and 3 and South Loop Phase 1 Projects. He said that all system circuits were forced ranked by poorest performance and 26B1W13 had been ranked as the poorest performing. He stated that of the three-phase project, Phase 1 had been completed in July 2020 by an outside contractor at a cost of \$2,436,800 with 126 total poles replaced, 72 wood and

54 concrete, and 18 new transformers; since completion there had not been any breaker operations or lockouts, improving the reliability of service to 2,205 customers. He explained that it would take several years to update the entire system, but customers could expect improvements similar to those that had already been quantified after completion of Phase 1. He announced that Phases 2 and 3 were 95% designed with construction scheduled to begin by summer. He stated that completing the projects with the City's own resources was a productive use of in-house labor, a learning opportunity for larger scale work to come and had alleviated the immediate needs before the bond funds were available. He showed photos of the work that was done as well as the areas covered. He gave details of the north and south loop project phases including why they were necessary, what had been converted and completed. He spoke about evolving concerns of the failures of underground conductors installed in 1970s, all of which would need replacement and accelerated attention under SHRIP before the substations were built.

Mayor Triolo said that she was reflecting on the inception of the projects and the discussion of using EU staff and now the projects were in process using EU workers. She expressed pride in all of the EU team.

Vice Mayor Amoroso thanked Mr. Liberty and his staff for all of their hard work and asked how the pole attachment relationships were progressing.

Mr. Liberty replied that he gave credit for building the relationships to Paul Nicholas, Engineering Manager for Special Projects and the revenues were more appropriate.

Commissioner Blockson inquired when the residents on the west side would have work done.

Mr. Liberty responded that the work could begin as early as April but certainly by the summer.

Commissioner Robinson said that all of the citizens should be proud of the EU staff and the increased morale showed in the work being done.

Mr. Liberty stated that some early changes had not been well received, but over time a better system was built with a lot of work coming; many staff members were staying to support the system. He said that the employees were greatly valued and the system improvements had made staff feel better.

City Manager Bornstein stated that the significant amount of infrastructure improvements had positively impacted the quality of citizens' lives. He explained that the EU system had been neglected for 40 years and was being addressed; the EU was creating a brand for the City and making the City financially sustainable for the future. He expressed pride in the team under Mr. Liberty's leadership and thanked the commission for funding the needs of the EU. He stated that there were more great things to come.

Commissioner Maxwell thanked Mr. Liberty and his team and recalled the pushback from elected officials and residents but Mr. Liberty had turned the liability into a positive. He said that the realtor community should be informed about all of the work that had been done and there should be town hall meetings to show the residents where

the City was and where it was now as well as the green initiatives. He stated that a coal mine had been turned into a gold mine.

ADJOURNMENT:

Action: Motion made by Vice Mayor Amoroso and seconded by Commissioner Blockson to adjourn the meeting at 7:26 PM.

Vote: Voice vote showed: AYES: Mayor Triolo, Vice Mayor Amoroso and Commissioners Maxwell, Blockson and Robinson. NAYS: None.

Pam Triolo, Mayor

ATTEST:

Deborah M. Andrea, CMC, City Clerk

Minutes Approved: February 23, 2021

EXECUTIVE BRIEF

ELECTRIC UTILITY MEETING

AGENDA DATE: February 23, 2021

DEPARTMENT: Electric Utility

TITLE:

First Amendment to the Purchase Agreement with Gresco Utility Supply, Inc for Single-Phase Voltage Regulators

SUMMARY:

First Amendment to the Purchase Agreement authorizes Gresco Utility Supply, Inc. to provide Single-Phase Voltage Regulators for use at the City's substations at a cost not to exceed \$350,000 for Fiscal Year 2021

BACKGROUND AND JUSTIFICATION:

The City issued a Request for Proposal (RFP 19-200) seeking proposals from qualified vendors & manufacturers to provide 19.92 kV, 667 kVA (Option-1) and 833 kVA (Option-2), single-phase voltage regulators for use at the City's substations. A total of three (3) proposals were received and reviewed by the evaluation committee. Gresco Utility Supply was determined to be the highest ranking, responsive and responsible respondent. The term of the initial Agreement was for two (2) years with two (2) additional single-year renewal options. The City is requesting to extend the terms of the Agreement for an additional year with the terms and conditions remaining the same.

The voltage regulator is an electronically controlled electrical distribution equipment which regulates the voltage on the main feeders to within an acceptable range. They raise or lower the voltage on the distribution line to meet the demands of the end user and minimize low-voltage or over-voltage scenarios. The voltage regulators will be installed at the City's newly constructed substations as part of the System Hardening and Reliability Improvement Project.

MOTION:

Move to approve/disapprove First Amendment to Agreement with Gresco Utility Supply, Inc. to supply voltage regulators at a cost not to exceed \$350,000 for Fiscal Year 2021

ATTACHMENT(S):

Fiscal Impact Analysis

First Amendment to Gresco Utility Supply Agreement for Voltage Regulators

FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2021	2022	2023	2024	2025
Capital Expenditures	\$350,000	0	0	0	0
Operating Expenditures	0	0	0	0	0
External Revenues	0	0	0	0	0
Program Income	0	0	0	0	0
In-kind Match	0	0	0	0	0
Net Fiscal Impact	\$350,000	0	0	0	0
No. of Addn'l Full-Time Employee Positions	0	0	0	0	0

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

Account Number	Account Description	Project Number	FY21 Budget	Current Balance	Agenda Expenditure	Balance
421-6034-531-63-15	Improve Other than Build/Infrastructure		\$32,782,286	\$31,150,132	\$350,000	\$30,800,132

**FIRST AMENDMENT TO PURCHASE AGREEMENT
(Single-Phase Voltage Regulators)**

THIS FIRST AMENDMENT (“Amendment”) to the Purchase Agreement for Single-Phase Voltage Regulators 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 **Gresco Utility Supply, Inc.**, a Colorado Corporation with its principle office located at 6421 CR219, Wildwood, FL 34785 (“CONTRACTOR”).

WHEREAS, the CITY issued Request for Proposal (RFP No.) 19-200 for the procurement of 19.92 kV Single-Phase Voltage Regulators (“RFP”); and

WHEREAS, on February 19, 2019, the CITY and CONTRACTOR entered into the Purchase Agreement for CONTRACTOR to provide 19.92 kV Single-Phase Voltage Regulators to the CITY (“Agreement”); and

WHEREAS, the term of the Agreement was for two (2) years with two (2) additional single year renewal options; and

WHEREAS, the CITY and the CONTRACTOR wish to amend the Agreement to extend the terms of the Agreement for additional one (1) year with all other terms and conditions remaining the same; 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 February 19, 2022.
3. **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.

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. All other terms and conditions of the Agreement (except as amended herein) remain in full force and effect.

5. **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.

6. **SCRUTINIZED COMPANIES.**

a. 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.

b. 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.

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

d. 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.

e. 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.

f. 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.

IN WITNESS WHEREOF, the parties hereto have made and executed this First Amendment to the Purchase Agreement for Single-Phase Voltage Regulators on the day and year first above written.

CITY OF LAKE WORTH BEACH, FLORIDA

By: _____
Michael Bornstein, City Manager

ATTEST:

By: _____
Deborah M. Andrea, 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

GRESKO SUPPLY, INC.

[Corporate Seal]

By: Todd K. McLellan

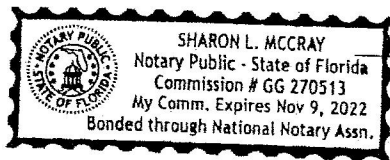
Print Name: Todd K. McLellan

Title: SVP

STATE OF Florida
COUNTY OF Duval

THE FOREGOING instrument was acknowledged before me by means of physical presence or online notarization on this 5th day of February 2021, by Todd McLellan, as the Sr. Site Resident [title] of G&W Electric Company, an Colorado 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.

Notary Seal:



Sharon L. McCray
Notary Public Signature

EXECUTIVE BRIEF ELECTRIC UTILITY MEETING

AGENDA DATE: February 23, 2021

DEPARTMENT: Electric Utility

TITLE:

Resolution 06-2021 and Local Funding Agreement with the Florida Department of Transportation for Signalization & Street Lighting Improvements along Dixie Highway between Lake Avenue and Lucerne Avenue

SUMMARY:

Resolution 06-2021 and Local Funding Agreement (LFA) with the Florida Department of Transportation (FDOT) for Signalization & Street Lighting Improvements along Dixie Highway between Lake Avenue and Lucerne Avenue in the amount of \$44,443.

BACKGROUND AND JUSTIFICATION:

The FDOT completed a traffic and street lighting safety study along Dixie Highway between Lake Avenue and Lucerne Avenue. Results of the study indicated new traffic signalization and additional street lighting were required to improve both vehicular and pedestrian safety in the vicinity of the two intersections.

The FDOT is proposing to install new traffic signals, mast arms and additional street lighting at the cost of \$811,271. The City's cost share for the improvements is to fund the difference between the standard aluminum FDOT street lighting fixtures and the City's decorative street lighting fixtures in the amount of \$44,443. A Resolution and Local Funding Agreement accompany this staff report for approval and participation in this project.

MOTION:

Move to approve/disapprove Resolution 06-2021 and Local Funding Agreement with the Florida Department of Transportation for Signalization & Street Lighting Improvements along Dixie Highway between Lake Avenue and Lucerne Avenue in the amount of \$44,443.

ATTACHMENT(S):

Fiscal Impact Analysis
FDOT Local Funding Agreement Dixie-Lake-Lucerne
Resolution No. 06-2021 for FDOT Local Funding Agreement

FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2021	2022	2023	2024	2025
Capital Expenditures	\$44,443	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	\$44,443	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: Funds have been identified in account No. 421-6020-531-63.15. A budget amendment is in process to fund this project.

Account Number	Account Description	Project Number	FY 21 Budget	FY21 Balance	Agenda Expenditure	Balance
421-6020-531-63.15	Improve Other than Build / Infrastructure	EL 2123	\$1,272,078	\$1,232,999	-\$44,443	\$1,188,556

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION LOCALLY FUNDED AGREEMENT

THIS Locally Funded Agreement ("Agreement"), entered into this _____ day of _____, 20_____, by and between the State of Florida Department of Transportation hereinafter called the DEPARTMENT, and the City of Lake Worth Beach located at 7 North Dixie Highway, Lake Worth Beach, FL 33460-3787, hereinafter called the PARTICIPANT.

WITNESSETH

WHEREAS, the DEPARTMENT and the PARTICIPANT are desirous of having the DEPARTMENT make certain improvements in connection with the DEPARTMENT's signalization and lighting improvement work along SR-805/Dixie Highway from Eastbound (EB) SR-802/Lake Avenue to Westbound (WB) SR-802/Lucerne Avenue in Palm Beach County, Florida. (Financial Management (FM) Number 441775-1-52-01, Funded in Fiscal Year 2021/2022); and

WHEREAS, the PARTICIPANT has requested that the DEPARTMENT perform the following additional work (FM No.: 441775-1-52-02): Construction (install) decorative lighting as set forth in **Exhibit A**, attached hereto and made a part hereof and hereinafter referred to as the Project; and

WHEREAS, the improvements are in the interest of both the PARTICIPANT and the DEPARTMENT and it would be more practical, expeditious, and economical for the DEPARTMENT to perform such activities; and

WHEREAS, the PARTICIPANT by Resolution No. _____ adopted on _____, 20_____, a copy of which is attached hereto and made a part hereof, authorizes the proper officials to enter into this Agreement.

NOW, THEREFORE, in consideration of the mutual benefits to be derived from joint participation on the Project, the parties agree to the following:

1. The recitals set forth above are true and correct and are deemed incorporated herein.
2. The DEPARTMENT shall be responsible for assuring that the Project complies with all applicable Federal, State and Local laws, rules, regulations, guidelines and standards.
3. The PARTICIPANT agrees to make all previous studies, maps, drawings, surveys and other data and information pertaining to the Project available to the DEPARTMENT at no extra cost.
4. The total cost for the Project and the DEPARTMENT's signalization and lighting improvement work along Dixie Highway, is estimated to be EIGHT HUNDRED ELEVEN THOUSAND TWO HUNDRED SEVENTEEN DOLLARS AND NO CENTS (\$811,217.00). The PARTICIPANT'S share for the Project is estimated to be FORTY FOUR THOUSAND FOUR HUNDRED FORTY THREE DOLLARS AND NO CENTS (\$44,443.00). In the

event the actual cost of the Project results in a decrease to the PARTICIPANT's share, the difference shall be refunded to the PARTICIPANT. In the event the actual cost of the Project results in a sum greater than that paid by the PARTICIPANT, then such sum shall be the sole responsibility of the PARTICIPANT and shall be paid to the DEPARTMENT.

- A. The PARTICIPANT agrees that it will, within thirty days of the execution of this Agreement, furnish the DEPARTMENT with a check in the amount of FORTY FOUR THOUSAND FOUR HUNDRED FORTY THREE DOLLARS AND NO CENTS (\$44,443.00) towards the Project Costs.

In the event payment is not received by the DEPARTMENT within thirty (30) days of execution of this Agreement the DEPARTMENT reserves the right to terminate this Agreement and remove the Project from the DEPARTMENT's Work Program.

Remittance shall be made payable to the Department of Transportation. Payment shall be clearly marked to indicate that it is to be applied to FM No. 441775-1-52-02. The DEPARTMENT shall utilize this amount towards costs of Project No. 441775-1-52-02.

Payment shall be mailed to:
Florida Department of Transportation
Program Management Unit- Attention: Leos A. Kennedy, Jr.
3400 W. Commercial Boulevard
Fort Lauderdale, Florida 33309-3421

In lieu of mailing payment to the DEPARTMENT, the PARTICIPANT may also submit the payment for the Project via wire transfer.

Wire transfer/Payments are to be made to:

Wells Fargo Bank, N.A.
Account # 4834783896
ABA # 121000248
Chief Financial Officer of Florida
Re: DOT – K 11-78, Financial project # 441775-1-52-02.

In order for FDOT to receive credit for the funds due to the Department, the reference line must contain "FDOT" and an abbreviated purpose, financial project number or LFA account number.

Once the wire transfer is complete, please contact Kenneth Ward at 850-414-4886.

- B. The PARTICIPANT's share of the accepted bid for the Project (hereinafter referred to as "Accepted Bid") and the Department's work plus allowances is hereinafter defined as the "Total Accepted Bid". If the PARTICIPANT's share of the Accepted Bid for the Project plus allowances is in excess of the advance deposit amount, the PARTICIPANT will provide an additional deposit within fourteen (14) calendar days of notification from the DEPARTMENT or prior to posting of the Total

Accepted Bid, whichever is earlier, so that the total deposit is equal to the Accepted Bid amount for the Project plus allowances. The DEPARTMENT will notify the PARTICIPANT as soon as it becomes apparent the Accepted Bid amount for the Project plus allowances are in excess of the advance deposit amount; however, failure of the DEPARTMENT to so notify the PARTICIPANT shall not relieve the PARTICIPANT from its obligation to pay for its full participation. If the PARTICIPANT cannot provide the additional deposit within fourteen (14) calendar days, a letter must be submitted to and approved by the DEPARTMENT's Project Manager indicating the date the deposit will be made and the DEPARTMENT's written consent to the payment of the additional deposit on said date. The PARTICIPANT understands the request and approval of the additional time could delay the Project, and additional costs at the PARTICIPANT's expense may be incurred due to delay of the Project. In the event of non-payment, the DEPARTMENT reserves the right to terminate this Agreement.

- C. If the PARTICIPANT's share of the Accepted Bid for the Project plus allowances is less than the advance deposit amount, the DEPARTMENT will refund the amount that the advance deposit exceeds the PARTICIPANT's share of the Accepted Bid amount plus allowances if such refund is requested by the PARTICIPANT in writing.
- D. Should Project modifications occur that increase the PARTICIPANT's cost for the Project, the PARTICIPANT will be notified by the DEPARTMENT. The PARTICIPANT agrees to provide, without delay, in advance of the additional work being performed, adequate funds to ensure that cash on deposit with the DEPARTMENT is sufficient to fully fund the cost of the Project. The DEPARTMENT shall notify the PARTICIPANT as soon as it becomes apparent the actual cost will exceed the PARTICIPANT's payment. However, failure of the DEPARTMENT to so notify the PARTICIPANT shall not relieve the PARTICIPANT from its obligation to pay for its full participation. Funds due from the PARTICIPANT, for the Project, not paid within forty (40) calendar days from the date of the invoice are subject to an interest charge at a rate established pursuant to *Section 55.03, F.S.* In the event of non-payment, the DEPARTMENT reserves the right to terminate this Agreement.
- E. The DEPARTMENT intends to have its final and complete accounting of all costs incurred in connection with the work performed hereunder within three hundred sixty (360) days of final payment to the Contractor. The DEPARTMENT considers the Project complete when the final payment has been made to the Contractor, not when the resurfacing work is complete. All Project cost records and accounts shall be subject to audit by a representative of the PARTICIPANT for a period of three (3) years after final close out of the Project and the Department's Improvement. The PARTICIPANT will be notified of the final cost. Both parties agree that in the event the final accounting of Project costs pursuant to the terms of this Agreement is less than the total deposits to date, a refund of the excess

will be made by the DEPARTMENT to the PARTICIPANT. If the final accounting is not performed within three hundred sixty (360) days, the PARTICIPANT is not relieved from its obligation to pay.

- F. In the event the final accounting of Project costs is greater than the total deposits to date, the PARTICIPANT will pay the additional amount within forty (40) calendar days from the date of the invoice from the DEPARTMENT. The PARTICIPANT agrees to pay interest at a rate as established pursuant to *Section 55.03, F.S.*, on any invoice not paid within forty (40) calendar days until the invoice is paid.
5. In the event it becomes necessary for either party to institute suit for the enforcement of the provisions of this Agreement, each party shall be responsible to pay their own attorney fees and court costs. Venue with respect to any such litigation shall be in Broward County.
 6. This Agreement and any interest herein shall not be assigned, transferred or otherwise encumbered by the PARTICIPANT under any circumstances without the prior written consent of the DEPARTMENT. However, this Agreement shall run to the DEPARTMENT and its successors.
 7. Except as otherwise set forth herein, this Agreement shall continue in effect and be binding to both the PARTICIPANT and the DEPARTMENT until the Project (FM# 441775-1-52-02) is completed as evidenced by the written acceptance of the DEPARTMENT.
 8. The PARTICIPANT warrants that it has not employed or obtained any company or person, other than bona fide employees of the PARTICIPANT, to solicit or secure this Agreement, and it has not paid or agreed to pay any company, corporation, individual or firm, other than a bona fide employee employed by the PARTICIPANT. For breach or violation of this provision, the DEPARTMENT shall have the right to terminate the Agreement without liability.
 9. The PARTICIPANT/ Vendor/ Contractor:
 - (A) shall utilize the U.S. Department of Homeland Security's E-verify system to verify the employment eligibility of all new employees hired by the PARTICIPANT/ Vendor/Contractor during the term of the contract; and
 - (B) shall expressly require any subcontractors performing work or providing services pursuant to the state contract to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the contract term.
 10. This Agreement is governed by and construed in accordance with the laws of the State of Florida.
 11. This document incorporates and includes all prior negotiations, correspondence, conversations, agreements, or understandings applicable to the matters contained herein, and the parties agree that there are no commitments, agreements or understandings concerning the subject matter of this agreement that are not contained in this document. Accordingly, it is agreed that no deviation from the terms hereof shall be predicated upon any prior representation or agreements whether oral or written. It is further agreed that no

modification, amendment, or alteration in the terms and conditions contained herein shall be effective unless contained in a written document executed with the same formality and of equal dignity herewith.

12. Any or all notices (except invoices) given or required under this Agreement shall be in writing and either personally delivered with receipt acknowledged or sent by certified mail, return receipt requested. All notices delivered shall be sent to the following addresses:

If to the DEPARTMENT:

Florida Department of Transportation - District Four
3400 West Commercial Blvd.
Fort Lauderdale, Florida 33309-3421
Attn: Leos A. Kennedy, Jr.
With a copy to: Alexander Estrada, P.E.
A second copy to: Office of the General Counsel

If to the PARTICIPANT:

City of Lake Worth Beach
7 N. Dixie Highway
Lake Worth Beach, FL 33460
Attn: Paul Nicholas
With a copy to: City Attorney

The remainder of this page is blank.

IN WITNESS WHEREOF, this Agreement is to be executed by the parties below for the purposes specified herein. Authorization has been given to enter into and execute this Agreement by Resolution No. _____, hereto attached.

CITY OF LAKE WORTH BEACH, FLORIDA

STATE OF FLORIDA
DEPARTMENT OF TRANSPORTATION

BY: _____
Pam Triolo, Mayor

BY: _____
STEVEN C. BRAUN, P.E.
DIRECTOR OF TRANSPORTATION DEVELOPMENT

ATTEST:

LEGAL REVIEW:

Deborah M. Andrea, City Clerk

BY: _____
OFFICE OF THE GENERAL COUNSEL

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY

APPROVED:

BY: _____
Glen J. Torcivia, City Attorney

BY: _____
DISTRICT PROGRAM MGMT. ADMINISTRATOR

APPROVED FOR FINANCIAL
SUFFICIENCY

BY: _____
Bruce T. Miller, Financial Services Director

EXHIBIT A
SCOPE OF SERVICES
FM# 441775-1-52-02

The scope of work performed on behalf of the City of Lake Worth Beach is detailed below. The City will be contributing funds for the difference in cost between the Department's standard item and the decorative items that typical for the City.

Lighting:

- Construction (Install) decorative light pole

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RESOLUTION NO. 06-2021 OF THE CITY OF LAKE WORTH BEACH, FLORIDA, APPROVING THE LOCALLY FUNDED AGREEMENT WITH THE STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION FOR THE SR-802 (NORTH DIXIE HIGHWAY) SIGNALIZATION AND LIGHTING IMPROVEMENTS PROJECT; AUTHORIZING THE EXPENDITURE OF \$44,443 AS THE CITY'S SHARE OF THE PROJECT; AUTHORIZING THE MAYOR TO EXECUTE THE AGREEMENT AND ALL RELATED DOCUMENTS; PROVIDING FOR AN EFFECTIVE DATE; AND, FOR OTHER PURPOSES.

WHEREAS, the Florida Department of Transportation ("FDOT") desires to make signalization and street lighting improvements related to SR-805/Dixie Highway from Eastbound SR-802/Lake Avenue to Westbound SR-802/Lucerne Avenue (FDOT Financial Management Number 441775-1-52-01); and

WHEREAS, the City requested that FDOT include decorative lighting as part of FDOT's improvements at the City's cost; and

WHEREAS, FDOT has prepared the Locally Funded Agreement in order to set forth the terms and conditions of FDOT's improvements including the City's request for decorative lighting and the City's funding for the same ("Agreement"); and

WHEREAS, the City finds entering the Agreement with FDOT serves a valid public purpose.

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

SECTION 1: The foregoing recitals are incorporated into this Resolution as true and correct statements and are incorporated herein.

SECTION 2: The City Commission of the City of Lake Worth Beach, Florida, hereby approves the Agreement with FDOT.

SECTION 3: The City Commission of the City of Lake Worth Beach, Florida, hereby authorizes the City's expenditure of Forty-Four Thousand, Four Hundred Forty-Three Dollars (\$44,443) as the City's cost for the decorative lighting to be installed by FDOT under the Agreement. The City's City Manager is authorized to expend additional City funds necessary to accomplish the desired decorative lighting as may be required by FDOT under the Agreement.

SECTION 4: The City Commission of the City of Lake Worth Beach, Florida, hereby authorizes the Mayor to execute the Agreement with FDOT and all related documents for this stated purpose.

47 SECTION 5: Upon execution of this Resolution, one copy shall be forwarded to FDOT
48 along with the executed Agreement. The fully executed original of this Resolution shall
49 be maintained by the City Clerk as a public record of the City.

50
51 SECTION 6: This Resolution shall become effective upon adoption.

52
53 The passage of this resolution was moved by Commissioner
54 _____, seconded by Commissioner _____, and upon being
55 put to a vote, the vote was as follows:

- 56 Mayor Pam Triolo
- 57 Vice Mayor Andy Amoroso
- 58 Commissioner Scott Maxwell
- 59 Commissioner Herman Robinson
- 60 Commissioner Carla Blockson

61
62 The Mayor thereupon declared this resolution duly passed and adopted on the ____
63 day of _____, 2021.

64 LAKE WORTH BEACH CITY COMMISSION

65
66
67 By: _____
68 Pam Triolo, Mayor

69
70 ATTEST:
71
72 _____
73 Deborah M. Andrea, CMC, City Clerk
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