



**AGENDA  
CITY OF LAKE WORTH BEACH  
REGULAR CITY COMMISSION MEETING  
BY TELECONFERENCE  
TUESDAY, APRIL 21, 2020 - 6:00 PM**

**ROLL CALL:**

**INVOCATION OR MOMENT OF SILENCE:** led by Vice Mayor Andy Amoroso

**PLEDGE OF ALLEGIANCE:** led by Commissioner Omari Hardy

**AGENDA - Additions / Deletions / Reordering:**

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

- A. [Presentation regarding the City of Lake Worth Beach COVID-19 response](#)

**COMMISSION LIAISON REPORTS AND COMMENTS:**

**PUBLIC PARTICIPATION OF NON-AGENDAED ITEMS AND CONSENT AGENDA:**

Click on this link to fill out a public comment card: <https://lakeworthbeachfl.gov/public-comment-card/>

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

- A. [Amendment #2 to Task Order #6 with Kimley Horn and Associates for the Neighborhood Road Program District 3, Year 4 project](#)
- B. [Consent to Assignment and Estoppel Agreement with IDON Media LLC](#)

**NEW BUSINESS:**

- A. [Discussion regarding the City's COVID-19 response going forward](#)
- B. [Discussion regarding a Charter Review brought forward by Commissioner Robinson](#)

**CITY ATTORNEY'S REPORT:**

**CITY MANAGER'S REPORT:**

**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)

# EXECUTIVE BRIEF REGULAR MEETING

**AGENDA DATE:** April 21, 2020

**DEPARTMENT:** City Manager

**TITLE:**

Presentation regarding the City of Lake Worth Beach COVID-19 response

**SUMMARY:**

The Presentation will cover the activities of the City in fulfilling its obligations and responsibilities in response to the pandemic emergency. This includes our partners at PBSO, County Fire/Rescue, and CRA.

**BACKGROUND AND JUSTIFICATION:**

As the City organization responds to the COVID-19 emergency, there are many activities and issues being addressed that result in solutions being implemented and resolution accomplished on a daily basis. The presentation provides updates on a variety of issues and includes but is not limited to the following:

- Administrative Order 2020-05 Masks and PPEs and County Administrative Order 20-004 Directive to Wear Facial Coverings
- Food and Personal Products distribution
- Census
- Utility Disconnects and grants
- Calendar of Commission Meetings

**MOTION:**

N/A

**ATTACHMENT(S):**

Fiscal Impact Analysis N/A

# EXECUTIVE BRIEF REGULAR MEETING

**AGENDA DATE:** April 21, 2020

**DEPARTMENT:** Public Works

**TITLE:**

Amendment #2 to Task Order #6 with Kimley Horn and Associates for the Neighborhood Road Program District 3, Year 4 project

**SUMMARY:**

Amendment #2 to Task Order #6 for Kimley Horn and Associates authorizes the consultant to perform additional design services for the District 3, Year 4 Neighborhood Road Program project at a cost not to exceed \$25,355.00.

**BACKGROUND AND JUSTIFICATION:**

The design work for the District 3, Year 4 Neighborhood Road Program project is near completion and the City requested additional design improvement work to be included. The design work entailed incorporating additional concrete improvements to the roadway sections by adding Type F curb and gutter. These added improvements were necessary as a result of elevation and stormwater conveyance needs as the original design progressed. The amendment cost is not to exceed \$25,355.00.

Amendment #1 was approved by the City Manager at a cost of \$38,348.00, therefore the addition of Amendment #2 exceeds the \$50,000 Procurement threshold and requires commission approval.

**MOTION:**

Move to approve / not approve Task Order #6 Amendment #2 in an amount not to exceed \$25,355.00.

**ATTACHMENT(S):**

Fiscal Impact Analysis  
Kimley Horn – Task Order #6, Amendment #2

**FISCAL IMPACT ANALYSIS**

**A. Five Year Summary of Fiscal Impact:**

<b>Fiscal Years</b>	<b>2020</b>	<b>2021</b>	<b>2022</b>	<b>2023</b>	<b>2024</b>
Capital Expenditures	25,355.00	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
<b>Net Fiscal Impact</b>	<b>25,355.00</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>
No. of Addn'l Full-Time Employee Positions	0	0	0	0	0

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

Account Number	Account Description	Project Number	FY20 Budget	Current Balance	Agenda Expenditure	Balance
308-5020-519-63-15	Improve other than Build	NR2003	19,187,507	10,928,966	25,355.00	10,903,611

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

**PROFESSIONAL SERVICES  
FOR  
NEIGHBORHOOD STREETS PROGRAM  
DISTRICT 3, YEAR 4  
AMENDMENT 2 TO TASK ORDER 6**

THIS TASK ORDER FOR PROFESSIONAL SERVICES ("Task Order" hereafter) is made on the \_\_\_\_ day of \_\_\_\_\_, 2020, between the **City of Lake Worth Beach**, a Florida municipal corporation located at 7 North Dixie Highway, Lake Worth, Florida 33460 ("City" hereafter) and Kimley-Horn and Associates, Inc., a Florida corporation, whose local business address is 1920 Wekiva Way, Suite 200, West Palm Beach, FL 33411 ("Consultant" hereafter).

**1.0 Project Description:**

The City desires the Consultant to provide those services as identified herein for the Neighborhood Streets Program. The services are generally described as: design and roadway construction drawings for year 4 projects to assist the City with its Pavement Rehabilitation Program for 19 different streets totaling about 12,000 linear feet. (the "Project").

**2.0 Scope**

Under this Task Order, the Consultant will provide the City of Lake Worth Public Services Department with plans, specifications and/or construction inspection services for the Project as specified in the **Consultant's proposal attached hereto and incorporated herein as Exhibit "1"**.

**3.0 Schedule**

The services to be provided under this Task Order shall be completed within 90 calendar days from the City's approval of this Task Order or the issuance of a Notice to Proceed.

**4.0 Compensation**

This Task Order is issued for a lump sum, not to exceed amount of \$25,355. The attached proposal identifies all costs and expenses included in the lump sum, not to exceed amount.

**5.0 Project Manager**

The Project Manager for the Consultant is Marwan Mufleh, phone:561-840-0850; email: Marwan.mufleh@kimley-horn.com; and, the Project Manager for the City is Richard Hasko, phone: 561.234.9193; email: rhasko@LakeWorth.org.

**6.0 Progress Meetings**

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

**7.0 Authorization**

This Task Order is issued in compliance with the Consultants' Competition Negotiation Act, section 287.055, Florida Statutes, and pursuant to the Agreement for Professional Services between the City of Lake Worth and the Consultant, dated February 7, 2017 ("Agreement" hereafter). If there are any conflicts between the terms and conditions of this Task Order and the Agreement, the terms and conditions of the Agreement shall prevail.

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

**CITY OF LAKE WORTH BEACH, FLORIDA**

ATTEST:

By: \_\_\_\_\_  
Debbie Andrea, City Clerk

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

APPROVED AS TO FORM AND  
LEGAL SUFFICIENCY:

APPROVED FOR FINANCIAL  
SUFFICIENCY

By: \_\_\_\_\_  
Glen J. Torcivia, City Attorney

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



[Corporate Seal]

**Consultant:** Kimley-Horn and Associates

By: Marwan Mufleh  
Name: Marwan Mufleh  
Title: Principal

STATE OF FLORIDA  
COUNTY OF PALM BEACH

The foregoing instrument was acknowledged before me this 8th day of April, 2020, by Marwan Mufleh, as Senior V.P./Principal of Kimley-Horn and Associates, Inc., a corporation authorized to do business in the State of Florida, and who is personally known to me or who has produced the following \_\_\_\_\_ as identification.



Lori Damico  
Notary Public Lori Damico

**EXHIBIT "B"**  
**FEE SCHEDULE**  
**(Consisting of 2 page(s))**

EXHIBIT B: FEE SCHEDULE (Consisting of 2 pages)

PROJECT: D3 Neighborhood Streets TWO 6 Year 4 Design - Amendment 2

CLIENT: City of Lake Worth

ESTIMATOR: ER

Roadway Length

<b>TASK</b>	<b>FEE</b>
<b>Construction Documents</b>	\$ 25,355
Including SUE info	
Street Landscape	
Public Involvement	
<b>Subtotal (KH)</b>	
<b><u>Subconsultant Expenses</u></b>	
ADA (design)	
Survey	
Geotech	
Subsurface Utility Locates Allowance	
Direct Reimbursables Allowance	



**EXHIBIT "1"**

**Amendment 2 to TASK ORDER 6**

**SCOPE OF SERVICES**

***for District 3, Year 4 Project Design***

**1.0 Project Description and Understanding**

Our proposed scope of services and fee proposal is based on the City's request for additional services to be included with the current scope of work for Task Order 6. As the project developed, additional concrete improvements were requested by the City than were originally anticipated on our original scope. This was noted early in the design phase and documented in the project meeting minutes. The anticipated simple milling and resurfacing for some streets was modified to provide curb and gutter which required redesign of the street profiles. At the time it was agreed to re-visit the additional effort in the future.

**2.0 Scope of Work**

Additional services entailed creating profiles for the new concrete improvements (curb and gutter) for several streets and creation of working cross sections to confirm grading tie-in limits. The additional concrete improvements required additional detail to provide corrections in grade to promote drainage. Provided separate right, left, and center street profiles with variable cross slopes. The effort for this additional work entailed an additional 42 street profiles sheet panels (22 sheets) that were not anticipated in the original budget.

The table below is a breakdown of where we currently stand with the overall project budget. Note that the requested Amendment amount is less than the estimated work amount since we were able to absorb some of the effort within our original budget. The amendment request is only for what is needed to cover the expended costs to complete the project.

Approved Original Contract Amount (Kimley-Horn Fee)	\$228,855
Approved Amendment Request 1	\$22,860
Subtotal Contract Amount	\$251,715
Additional Effort for Profile and Cross Section Design	
(Additional Street Profiles - 42 Sheet Panels on 22 Sheets)	\$42,075
Subtotal for Estimated Work	\$293,790
Current Total Project Budget Spent to Date as of 03/15/20	\$268,435
Current Amount over Original Budget	\$16,720
Amendment Request 2	
(Additional Effort for Profiles less amount over budget)	
<b>AMENDMENT 2 TOTAL REQUEST</b>	<b>\$25,355</b>
<b>NEW PROJECT TOTAL BUDGET</b>	<b>\$277,070</b>

**3.0 Optional Services**

N/A

**4.0 Additional Services**

- Geotechnical Services
- Additional permitting
- Streetscape design
- Construction phase services

# EXECUTIVE BRIEF REGULAR MEETING

**AGENDA DATE:** April 21, 2020

**TITLE:**

Consent to Assignment and Estoppel Agreement with IDON Media LLC

**SUMMARY:**

The Consent to Assignment and Estoppel Agreement provides the City's consent to IDON Media, LLC's assignment of its rights and obligations with regards to the billboard located at 1800 10<sup>th</sup> Avenue North.

**BACKGROUND AND JUSTIFICATION:**

In 2007, the City enter a settlement agreement with Interstate Outdoor Advertising, Inc., regarding six (6) billboards in the City including the billboard at 1800 10<sup>th</sup> Avenue North. Interstate Outdoor Advertising assigned its rights to the 10<sup>th</sup> Avenue North billboard to IDON Media. On November 5, 2019, the City and IDON Media entered a Relocation and Reconstruction Agreement in order for IDON Media to move the billboard and/or construct a third face. IDON Media entered a purchase and sale agreement with Outfront Media, LLC, with Outfront Media purchasing all rights and obligations to the 10<sup>th</sup> Avenue North billboard. Under the City's Relocation and Reconstruction Agreement with IDON Media, the City must consent to an assignment of the Agreement. The proposed Consent to Assignment and Estoppel Agreement allows IDON Media to assign the Relocation and Reconstruction Agreement to Outfront Media.

The City is in receipt of the first year payment of \$25,000 from IDON Media (pursuant to the Relocation and Reconstruction Agreement).

Outfront Media also owns the two (2) billboards on the east side of I-95, which it acquired from CBS Outdoor. Lease payments to the City for those billboards are current.

**MOTION:**

Move to approve / disapprove the Consent to Assignment and Estoppel Agreement with IDON Media, LLC.

**ATTACHMENT(S):**

Fiscal Impact Analysis – N/A

Consent to Assignment and Estoppel Agreement

**CONSENT TO ASSIGNMENT AND ESTOPPEL CERTIFICATE  
FOR BILLBOARD**

This CONSENT TO ASSIGNMENT AND ESTOPPEL CERTIFICATE FOR BILLBOARD (this “*Consent*”) is provided by the City of Lake Worth Beach (the “City”) with reference to the following:

**1. General Terms.**

- a. “*Effective Date*”: April 21, \_\_\_\_\_, 2020
  
- b. “*Lessee*”: IDON Media, LLC, a California limited liability company
  
- c. “*Assignee*”: Outfront Media, LLC, a Delaware limited liability company
  
- d. “*Settlement Agreement*”: Settlement Agreement Between Interstate Outdoor Advertising, Inc. and the City of Lake Worth Regarding the Construction of Billboards, dated July 3, 2007, by and between Interstate Outdoor Advertising Inc. (as predecessor in interest to Lessee) and the City of Lake Worth.
  
- e. “*Relocation Agreement*”: Relocation and Reconstruction Agreement, dated November 5, 2019, by and between the City of Lake Worth Beach and Lessee.
  
- f. “*Assignment*”: Assignment and Assumption of Lease, Permits, Contracts and Rights under Settlement Agreement and Relocation and Reconstruction Agreement, dated as of the date hereof, between Lessee, as assignor, and Assignee, as assignee.

**2. Recitals.**

- a. The City entered into the Settlement Agreement with Lessee for the construction of a two-face advertising billboard structure (the “Original Sign”) located at 1800 10<sup>th</sup> Avenue (aka 1800 Aragon Avenue), Lake Worth, Florida, otherwise known as Barcelona Gardens Lots 21 to 24 including Block 5 and 25 feet and Adjacent thereto (the “Property”).

- b. The City entered into the Relocation Agreement with Lessee for the relocation to another place on the Property as well as the reconstruction of the Original Sign to a three-face advertising billboard structure (the “Sign”).
- c. Pursuant to the terms and conditions of the Purchase and Sale Agreement, dated October 1, 2019 (as amended), by and between Lessee and Assignee, Lessee is selling its ownership interest in the Sign as well as assigning its rights and obligations under the Settlement Agreement and the Relocation Agreement to Assignee.
- d. The Relocation Agreement requires the City’s consent to such sale.

**3. Lessor’s Consent and Assignment Agreement.**

- a. *Consent and Assignee Acknowledgement.* The City consents to the sale of the Sign from Lessee to Assignee, and the Assignee’s assumption of all of Lessee’s rights, obligations, liabilities, and duties under the Settlement Agreement and the Relocation Agreement to Assignee, ~~pursuant to the terms of the Assignment, a copy of which is attached to this Consent as Exhibit A~~<sup>[c1]</sup>. Assignee acknowledges that it has read and is familiar with all of the terms and provisions of the Settlement Agreement and the Relocation Agreement.

**4. Estoppel.** The City, having the power and authority to do so, as of the Effective Date of this Consent, does hereby certify to Assignee, as follows:

- a. The entity that executed the Settlement Agreement as the “City of Lake Worth” and the entity that executed the Relocation Agreement as the “City of Lake Worth Beach” are the same governmental entity.
- b. The City has no present claim, counterclaim or default, offset defense or lien of any kind whatsoever to the payment of compensation or rent and other charges payable or to be paid under the Settlement Agreement or the Relocation Agreement.
- c. All compensation to be paid to the City by Lessee, pursuant to Section 4 of the Settlement Agreement, has been received and paid in full.
- d. As the Property is not owned by the City, Lessee is not liable for any additional payments pursuant to the second paragraph of Section 4 of the Settlement Agreement.
- e. The Sign shall be permitted at the Property for a period of fifty (50) years from the date that reconstruction of the Sign is completed. The Sign was reconstructed on April 1, 2020.

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- f. That the City has not given notice of any default under the Settlement Agreement or Relocation Agreement to Lessee; and Lessee is not in default in the performance of any of its obligations under the Settlement Agreement or Relocation Agreement, nor does any circumstance exist which, with the giving of notice or upon the passage of time, or both, would constitute a default under the Settlement Agreement or the Relocation Agreement.

- g. That the City is currently receiving the following annual contribution of Twenty-Five Thousand Dollars (\$25,000) from Lessee. The last annual contribution was received on April 13, 2020. —The City has not received any rent or other sum due under the Relocation Agreement in advance.
- h. There are no remaining escrow accounts as referenced in Section 4 of the Settlement Agreement.
- i. Lessee has deposited a security deposit in the amount of \$0.00 with the City.
- j. Except as set forth herein, Lessee has not assigned, conveyed, pledged, mortgaged or transferred all or any portion of its interest in the Sign, the Settlement Agreement or the Relocation Agreement.
- k. The address for notices of the City under the Settlement Agreement and the Relocation Agreement is 7 North Dixie Highway, Lake Worth Beach, Florida, 33460, Attention: City Manager with a copy to Torcivia, Donlon, Goddeau & Ansay, P.A., 701 Northpoint Parkway, Suite 209, WPB, FL 33407.
- l. The City acknowledges that the information supplied in this Section 4 of this Consent is delivered to Assignee in order to induce Assignee to complete the Assignment. Assignee has acted in reliance upon the agreements contained in this Section 4 and the truth and accuracy of the statements contained in this Section 4. This Section 4 may be relied upon by Assignee and its successors and assigns.

**5. Binding Effect.** This Consent shall be binding on and inure to the benefit of the parties to this Consent and their successors and permitted assigns.

**6. Recording.** This Consent may not be recorded in any real property records, without the City's prior written consent.

**7. Counterparts.** This Consent may be executed in one or more counterparts, each of which shall be deemed an original but all of which when taken together shall constitute one and the same instrument.

***[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]***



**LESSEE:**

IDON Media, LLC,  
a California limited liability company

By:   Name:  
      Title:

**ASSIGNEE:**

Outfront Media, LLC,  
a Delaware limited liability company

By:    Name:  
          Title:

EXHIBIT A  
ASSIGNMENT

{Attached}

# EXECUTIVE BRIEF REGULAR MEETING

**AGENDA DATE:** April 21, 2020

**DEPARTMENT:** City Manager

**TITLE:**

Discussion regarding the City's COVID-19 response going forward

**SUMMARY:**

As the COVID-19 Pandemic continues, there are issues and challenges that arise day to day and of which the City works to address appropriately. These cover a wide variety of topics and the Discussion is intended to provide the Mayor and Commissioners an opportunity to speak with each other and the staff in the public regarding the City's approach to each.

**BACKGROUND AND JUSTIFICATION:**

The City of Lake Worth Beach grapples with many decisions and changes/adjustments to operations, policy and process in order to respond to the challenges of the pandemic. The Mayor and Commission may want to discuss and provide general direction and/or consensus. The issues include but are not limited to:

- Consideration of modifying the Lake Worth Beach leases with businesses on City properties - Casino Beach and Golf Course,
- Federal Funding Processes
- Spring Cleaning bulk program
- Reactivation Plans

**MOTION:**

N/A

**ATTACHMENT(S):**

Fiscal Impact Analysis – N/A

# EXECUTIVE BRIEF SPECIAL MEETING

**AGENDA DATE:** April 21, 2020

**DEPARTMENT:** Commission

**TITLE:**

Discussion regarding a Charter Review brought forward by Commissioner Robinson

**SUMMARY:**

With the passage of time, circumstances regarding what is in and what is addressed by the Charter should be reviewed. Commissioner Robinson is interested in conducting this review in order to make sure it meets the needs of the residents in 2020.

**BACKGROUND AND JUSTIFICATION:**

The Charter is the broad governing document for municipal governments. Adopted by the people and amended by the people through referendum every city in Florida has a charter. Municipalities occasionally make changes to their Charters and this process falls into three general categories:

- A formalized process including such things as specific timelines for review as well as appointed review committee,
- The case by case process whereby the Commission and/or a citizen petition results in changes being placed on the ballot for adoption into the Charter, and,
- A hybrid process that incorporates to varying degrees the above.

Most recently the City of Lake Worth Beach Commission placed ballot questions regarding the Charter on the March 17<sup>th</sup> ballot.

**MOTION:**

N/A

**ATTACHMENT(S):**

Fiscal Impact Analysis - N/A