



AGENDA
CITY OF LAKE WORTH BEACH
REGULAR CITY COMMISSION MEETING
CITY HALL COMMISSION CHAMBER
THURSDAY, SEPTEMBER 09, 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. Thank you to the City from LWHS Marching Band
- B. Presentation regarding affordable housing program by Frederick James of United Hands for Global Impact

COMMISSION LIAISON REPORTS AND COMMENTS:

PUBLIC PARTICIPATION OF NON-AGENDAED ITEMS AND CONSENT AGENDA:

APPROVAL OF MINUTES:

- A. [Work Session - July 13, 2021](#)
- B. [Special Meeting - July 20, 2021](#)
- C. [Regular Meeting - July 20, 2021](#)
- D. [Work Session - July 27, 2021](#)
- E. [Budget Work Session #3 - July 29, 2021](#)

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

- A. [Resolution No. 57-2021 – Second Operating Budget Amendment for FY 2021](#)
- B. [Payments of Fiscal Year 2020 Invoices](#)
- C. [Accept and Approve the Competitive Selection Audit Report](#)
- D. [Proclamation declaring September 17-23, 2021 as Constitution Week](#)
- E. [Utility Easement by and between Maria Moro along with Gustavo G. Moro and the City of Lake Worth Beach](#)
- F. [Ratification of an appointment to the CRA](#)

PUBLIC HEARINGS:

- A. [Ordinance No. 2021-11 – Second Reading – amending the candidate qualifying period](#)

UNFINISHED BUSINESS:

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

NEW BUSINESS:

- A. [Interlocal Agreement between Palm Beach County and City of Lake Worth Beach for utility adjustments for the 6th Ave South over Lake Osborne Drive Roadway project](#)
- B. [Agreement with NZ Consultants for planning, zoning and historic preservation professional services](#)
- C. [Amendments to contracts for building division inspections, plan review, code enforcement inspections and building services with C.A.P Government and Hy-Byrd Inc.](#)
- D. [LWB Fleet Facility – Updated Funding](#)
- E. Discussion regarding using ARPA funds for ads to promote COVID related outreach for rental assistance, legal aid, or webinars with doctors and respected members of the community
- F. [Ordinance No. 2021-12 – First Reading -- providing authority for the issuance of taxable pension obligation bonds](#)

CITY ATTORNEY'S REPORT:

CITY MANAGER'S REPORT:

UPCOMING MEETINGS AND WORK SESSIONS:

September 13 - 1st Budget Hearing
September 21 - Regular Meeting
September 22 - 2nd Budget Hearing
September 28 - Electric Utility Meeting

[Draft Agenda - September 21, 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
CITY HALL COMMISSION CHAMBER
TUESDAY, JULY 13, 2021 - 5:00 PM**

The meeting was called to order by Mayor Resch on the above date at 5:11 PM in the City Commission Chamber located at City Hall, 7 North Dixie Highway, Lake Worth Beach, Florida.

ROLL CALL: (0:00) Present were Mayor Betty Resch; Vice Mayor Herman Robinson and Commissioners Sarah Malega, Christopher McVoy and Kimberly Stokes. Also present were Interim City Manager Juan Ruiz, City Attorney Glen Torcivia and Deputy City Clerk Melissa Ann Coyne (via Zoom).

PLEDGE OF ALLEGIANCE: (0:37) led by Commissioner Christopher McVoy

UPDATES / FUTURE ACTION / DIRECTION: (0:58)

- A. Request for Attorney-Client Session (1:01)
- B. Overview of available resources by James E. Green, Palm Beach County Community Services Director (2:27)
- C. American Rescue Plan Act (ARPA) Update (1:41:49)

ADJOURNMENT: (3:45:00)
The meeting adjourned at 8:03 PM.

Betty Resch, Mayor

ATTEST:

Melissa Ann Coyne, City Clerk

Minutes Approved: September 7, 2021

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

**MINUTES
CITY OF LAKE WORTH BEACH
SPECIAL CITY COMMISSION MEETING
EDUCATIONAL TASK FORCE INTERVIEWS
CITY HALL COMMISSION CHAMBER
TUESDAY, JULY 20, 2021 - 5:00 PM**

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

ROLL CALL: (0:00) Present were Mayor Betty Resch; Vice Mayor Robinson and Commissioners Sarah Malega, Christopher McVoy and Kimberly Stokes. Also present were Interim City Manager Juan Ruiz, City Attorney Glen Torcivia and City Clerk Melissa Ann Coyne (via Zoom).

PLEDGE OF ALLEGIANCE: (0:18) led by Commissioner Kimberly Stokes.

NEW BUSINESS: (0:38)

- A. Interview and appointment of applicants to the Voices for Lake Worth Beach Schools Education Task Force

Interviews of:

Emily Abbott
Itzel Calderon
Makayla Clanton
Deloris Cooper
Laurie Cotton
Ashley Federico
Kelly Kearney
Kim Lingle
Mary Lindsey
Sarah Martin
Michele May
Daniel Morgan
Allan Nosworthy
Silvi Rotela
Evan Schoenly
Jay Silpe
Jamas Ward
Victoria Young

Teri Abrams, Vernell Burris, Farah Marcelin, Newtown Osbourne and Eunice Vivar were not in attendance.

Action: Motion made by Commissioner McVoy and seconded by Vice Mayor Robinson to appoint Emily Abbott, Itzel Calderon, Makayla Clanton, Deloris Cooper, Laurie Cotton, Ashley Federico, Kelley Kearney, Kim Lingle, Mary Lindsey, Sarah Martin, Michele May, Daniel

Morgan, Allan Nosworthy, Silvi Rotela, Evan Schoenly, Jay Silpe, Jamas Ward and Victoria Young as members of the Voices for Lake Worth Beach Schools Education Task Force and have the Task Force pair up the members with the schools.

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

ADJOURNMENT: (53:55)

Action: Motion made by Commissioner Malega and seconded by Commissioner McVoy at 5:57 PM.

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

Betty Resch, Mayor

ATTEST:

Melissa Ann Coyne, City Clerk

Minutes Approved: September 7, 2021

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

**MINUTES
CITY OF LAKE WORTH BEACH
REGULAR CITY COMMISSION MEETING
CITY HALL COMMISSION CHAMBER
TUESDAY, JULY 20, 2021 - 6:00 PM**

The meeting was called to order by Mayor Resch on the above date at 6:11 PM in the City Commission Chamber located at City Hall, 7 North Dixie Highway, Lake Worth Beach, Florida.

ROLL CALL: (1:05:03) Present were Mayor Betty Resch; Vice Mayor Herman Robinson and Commissioners Sarah Malega, Christopher McVoy and Kimberly Stokes. Also present were Interim City Manager Juan Ruiz, City Attorney Glen Torcivia and Deputy City Clerk Melissa Ann Coyne.

INVOCATION OR MOMENT OF SILENCE: (1:05:22) led by Commissioner Christopher McVoy.

PLEDGE OF ALLEGIANCE: (1:06:00) led by Vice Mayor Herman Robinson.

AGENDA - Additions/Deletions/Reordering: (1:06:24)

In Consent E, Resolution No. 37-2021 - directing the Preparation of the Preliminary Refuse Assessment Roll for Fiscal Year 2021-2022, the Refuse Assessment would not be changing for fiscal '22; the word increase was not deleted from the final paragraph in the staff report. Presentation D, Presentation by Maui Goodbeer of Streetwaves and Dan Volker of Project Seahorse on youth potential at pool and tourism potential at pier brought forth by Commissioner McVoy, was deleted; there will be a presentation for staff in the near future. Consent I, Settlement of FEMA litigation, was removed from the agenda. New Business item D, Resolution No. 31-2021, an amendment to page 198 of the City's Historic Preservation Design Guidelines to allow Low-E coatings with a minimum visible light transmittance (VLT) of 60% for glazing in the historic districts, was moved to Unfinished Business item C, New Business item L, Approving the use of \$50,000 from American Rescue Plan Act of 2021 Coronavirus State and Local Fiscal Recovery Funds to support a partnership with Legal Aid of PBC, Inc. was added to the agenda.

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

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

PRESENTATIONS: (1:11:42) there is no public comment on Presentation items)

- A. Presentation to Deborah M. Andrea, former City Clerk, on her retirement (1:11:43)
- B. Proclamation declaring July 2021 as Parks and Recreation Month (1:15:54)
- C. Proclamation recognizing Lake Worth Beach Basketball Team Pride for AAU Memorial Day Classic win (1:18:40)

- D. (deleted) Presentation by Maui Goodbeer of Streetwaves and Dan Volker of Project Seahorse on youth potential at pool and tourism potential at pier brought forth by Commissioner McVoy

COMMISSION LIAISON REPORTS AND COMMENTS: (1:25:28)

PUBLIC PARTICIPATION OF NON-AGENDAED ITEMS AND CONSENT AGENDA: (1:36:29)

APPROVAL OF MINUTES: (1:56:41)

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

- A. Special Meeting - May 11, 2021
- B. Regular Meeting - May 18, 2021
- C. Work Session - May 18, 2021
- D. Special Meeting - May 20, 2021

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

Action: Direction was given to move to only Action Minutes beginning with the June 1, 2021 meeting.

CONSENT AGENDA: (2:01:15) (public comment allowed during Public Participation of Non-Agendaed items)

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

- A. Ratification of Resolution No. 36-2021 - IMLS Grant Application
- B. Change Order 02-Final to David Mancini & Sons Inc. for Lake Osborne Estates Watermain Improvement Project
- C. Agreement with MAXX Environmental, LLC to provide Annual Pipe Lining Services
- D. Ratification of appointments and reappointments to the various advisory boards
- E. Resolution No. 37-2021 - directing the Preparation of the Preliminary Refuse Assessment Roll for Fiscal Year 2021-2022 and scheduling the final public hearing for September 13, 2021
- F. Resolution No. 38-2021 - directing the Preparation of the Preliminary Stormwater Assessment Roll for Fiscal Year 2021-2022 and scheduling the final public hearing for September 13, 2021
- G. Resolution No. 39-2021 - establishing the Proposed Tentative Millage Rate for Fiscal Year 2021-2022 and scheduling the first public hearing for September 13, 2021 and the second public hearing for September 22, 2021
- H. Resolution No. 40-2021 - establishing the Proposed Tentative Voter Approved Debt Rate for Fiscal Year 2021-2022 and scheduling the first public hearing for September 13, 2021 and the second public hearing for September 22, 2021

- I. (deleted) Settlement of FEMA litigation (backup to be provided at the meeting)

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

PUBLIC HEARINGS: (2:01:29)

- A. Ordinance No. 2021-04 – First Reading (Quasi-judicial – continued from June 15, 2021 meeting) – amending the Official Zoning Map by approving the creation of a Mixed Use Planned Development, located at 1715 North Dixie Highway (2:02:17)

City Attorney Torcivia read the ordinance by title only.

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

Action: Motion made by Vice Mayor Robinson and seconded Commissioner Malega to approve Ordinance No. 2021-04 on first reading and set the second reading and public hearing for August 17, 2021.

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

- B. Resolution No. 42-2021 - adopting the final assessment roll for non-ad valorem assessments levied for Chronic Nuisance Services and directing that such final assessment roll be certified to the Palm Beach County Tax Collector (2:56:04)

City Attorney Torcivia did not read the resolution.

RESOLUTION NO. 42-2021 OF THE CITY OF LAKE WORTH BEACH, FLORIDA, RELATED TO THOSE NON-AD VALOREM ASSESSMENTS WHICH MAY BE LEVIED FOR THE COST OF PROVIDING LOT CLEARING, BOARDING AND SECURING, AND DEMOLITION SERVICES TO ELIMINATE NUISANCE

CONDITIONS ON PRIVATE REAL PROPERTY WITHIN THE INCORPORATED AREA OF THE CITY; APPROVING THE ASSESSMENT ROLL FOR FISCAL YEAR 2021 AND FOR OTHER PURPOSES; PROVIDING FOR CONFLICTS, SEVERABILITY AND AN EFFECTIVE DATE

Action: Motion made by Commissioner McVoy and seconded by Commissioner Malega to approve Resolution No. 42-2021 adopting the final assessment roll for non-ad valorem assessments levied for Chronic Nuisance Services and directing that such final assessment roll be certified to the Palm Beach County Tax Collector.

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

UNFINISHED BUSINESS: (2:58:40)

A. Resolution No. 43-2021 – abandoning an approximately 10-foot-wide section of public right-of-way (alley) located on the north side of 10th Avenue North between North E Street and North F Street (2:58:43)

City Attorney Torcivia did not read the resolution.

RESOLUTION NO. 43-2021 OF THE CITY OF LAKE WORTH BEACH, FLORIDA, ABANDONING AN APPROXIMATELY 10-FOOT-WIDE RIGHT-OF-WAY LOCATED BETWEEN LOTS 1, 2, 3, 14, 15, & 16 OF BLOCK 318 IN THE TOWNSITE OF LUCERNE, (N/K/A LAKE WORTH BEACH) AS RECORDED IN PLAT BOOK 2, PAGES 29 TO 40 IN THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA SUBJECT TO CONDITIONS; AND PROVIDING FOR RECORDING AND AN EFFECTIVE DATE

Action: Motion made by Commissioner Malega and seconded by Commissioner McVoy to approve Resolution No. 43-2021 – abandoning an approximately 10-foot-wide section of public right-of-way (alley) located on the north side of 10th Avenue North between North E Street and North F Street.

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

B. Ordinance No. 2021-07 – Second Reading (possible Quasi-judicial) – amending the Official Zoning Map by approving the creation of a Residential Urban Planned Development (Lake Worth Apartments) on 10th Avenue North between North E Street and North F Street (2:59:42)

City Attorney Torcivia read the ordinance by title only.

ORDINANCE NO. 2021-07 – AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF LAKE WORTH BEACH, FLORIDA, AMENDING THE OFFICIAL ZONING MAP BY APPROVING THE CREATION OF A RESIDENTIAL URBAN PLANNED DEVELOPMENT DISTRICT, LOCATED ON THE NORTH SIDE OF 10TH AVENUE NORTH BETWEEN NORTH E STREET AND NORTH F STREET, CONSISTING OF

APPROXIMATELY 0.71 ACRES AS MORE PARTICULARLY DESCRIBED IN EXHIBIT A, LOCATED WITHIN THE MIXED USE - EAST (MU-E) ZONING DISTRICT WITH A FUTURE LAND USE DESIGNATION OF MIXED USE – EAST (MU-E) SUBJECT TO SPECIFIC DEVELOPMENT STANDARDS SET FORTH IN EXHIBIT B AND CONDITIONS OF APPROVAL SET FORTH IN EXHIBIT C; APPROVING A CONDITIONAL USE PERMIT; APPROVING DENSITY BONUS INCENTIVES THROUGH THE CITY’S SUSTAINABLE BONUS INCENTIVE PROGRAM; APPROVING A MAJOR SITE PLAN FOR THE CONSTRUCTION OF A 24-UNIT RESIDENTIAL URBAN PLANNED DEVELOPMENT; APPROVING A RIGHT-OF-WAY ABANDONMENT; PROVIDING FOR SEVERABILITY, CONFLICTS AND AN EFFECTIVE DATE

Action: Motion made by Commissioner McVoy and seconded by Commissioner Malega to approve Ordinance No. 2021-07 amending the Official Zoning Map by approving the creation of a Residential Urban Planned Development (Lake Worth Apartments) on 10th Avenue North between North E Street and North F Street.

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

- C. (moved from New Business D) Resolution No. 31-2021 – (continued from the June 15, 2021 meeting) amending page 198 of the City’s Historic Preservation Design Guidelines to allow Low-E coatings with a minimum visible light transmittance (VLT) of 60% for glazing in the historic districts (3:08:17)

City Attorney Torcivia did not read the resolution.

RESOLUTION NO. 31-2021 OF THE CITY OF LAKE WORTH BEACH, FLORIDA, AMENDING HISTORIC PRESERVATION DESIGN GUIDELINES AS A SUPPLEMENT TO THE HISTORIC PRESERVATION ORDINANCE AND PROVIDING FOR AN EFFECTIVE DATE

Action: Motion made by Commissioner McVoy and seconded by Vice Mayor Robinson to approve Resolution No. 31-2021 amending page 198 of the City’s Historic Preservation Design Guidelines to allow Low-E coatings with a minimum visible light transmittance (VLT) of 60% for glazing in the historic districts.

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

NEW BUSINESS: (3:51:54)

- A. Ordinance No. 2021-10 – First Reading – amending Chapter 23 “Land Development Regulations” regarding changes to floodplain management standards for manufactured homes as required by FEMA (3:52:02)

City Attorney Torcivia read the ordinance by title only.

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

Action: Motion made by Commissioner McVoy and seconded by Vice Mayor Robinson to approve Ordinance No. 2021-10 on first reading and schedule the second reading and public hearing for the August 3, 2021.

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

B. Ordinance No. 2021-05 – First Reading – amending the Future Land Use Map from the future land use designation of Mixed Use – East (MU-E) to Public Recreation Open Space (PROS) for the property 32 South B Street (3:55:36)

City Attorney Torcivia read the ordinance by title only.

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

Action: Motion made by Commissioner Malega and seconded by Commissioner McVoy to approve Ordinance No. 2021-05 on first reading and schedule the second reading and public hearing for August 3, 2021.

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

C. Ordinance No. 2021-06 – First Reading – amending the City’s Official Zoning Map from the zoning district of Single Family Residential (SFR) to Public Recreation and Open Space (PROS) for the property 32 South B Street (3:59:45)

City Attorney Torcivia read the ordinance by title only.

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

Action: Motion made by Commissioner Malega and seconded by Commissioner McVoy to approve Ordinance No. 2021-06 on first reading and to schedule the second reading and public hearing for August 03, 2021.

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

D. (moved to Unfinished Business C) Resolution No. 31-2021 – (continued from the June 15, 2021 meeting) amending page 198 of the City’s Historic Preservation Design Guidelines to allow Low-E coatings with a minimum visible light transmittance (VLT) of 60% for glazing in the historic districts

E. Lease Renewal with FDOT for the Sidewalk Café Permits (4:03:35)

Action: Motion made by Vice Mayor Robinson and seconded by Commissioner Stokes to approve the Lease Renewal with FDOT for the Sidewalk Café Permits.

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

F. Authorize Drinking Water State Revolving Fund Amendment 3 to Loan Agreement DW501731 for the 2-inch watermain phase 4 project (4:08:37)

Action: Motion made by Vice Mayor Robinson and seconded by Commissioner McVoy to approve the Drinking Water State Revolving Fund Amendment 3 to Loan Agreement DW501731 for the 2-inch watermain phase 4 project.

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

G. First Amendment to Standard Agreement for Legal Services with Baker, Donelson, Bearman, Caldwell & Berkowitz, PC. (4:10:50)

Action: Motion made by Vice Mayor Robinson and seconded by Commissioner Stokes to approve the First Amendment to Standard Agreement for Legal Services with Baker, Donelson, Bearman, Caldwell & Berkowitz, PC.

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

H. Discussion regarding city issued for rent sign policy brought forward by Commissioner Malega (4:20:48)

Action: Consensus was to research the issue and bring it back for a future meeting.

I. Discussion regarding the city manager and utility director residency requirement brought forth by Commissioner Malega (4:30:36)

Action: Consensus was reached to leave the ordinance as it was regarding the residency requirements.

J. Discussion regarding mini roundabouts brought forth by Commissioner Stokes (4:45:25)

Action: Motion made by Commissioner Malega and seconded by Commissioner McVoy to extend the meeting until 11 PM.

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

Action: Consensus was to have a resolution supporting a TPA-funded a study regarding traffic calming on Federal Highway to present to FDOT.

K. Designation of voting delegate for the business meeting during the 2021 Florida League of Cities' (FLC) 95th annual conference in Orlando, Florida on August 12-14, 2021 (5:04:27)

Action: Motion made by Commissioner McVoy and seconded by Commissioner Stokes to approve the appointment of Mayor Resch as the voting delegate for the Florida League of Cities Annual Business Meeting at the Florida League of Cities annual conference on August 12-14, 2021 in Orlando, Florida.

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

L. (added) Approving the use of \$50,000 from American Rescue Plan Act of 2021 Coronavirus State and Local Fiscal Recovery Funds to support a partnership with Legal Aid of PBC (5:06:20)

Action: Motion made by Commissioner McVoy and seconded by Commissioner Malega to extend the meeting until midnight.

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

Action: Motion made by Commissioner Malega and seconded by Commissioner McVoy to approve the use of up to \$50,000 from American Rescue Plan Act of 2021 Coronavirus State and Local Fiscal Recovery Funds for contracts to be executed to support a partnership with Legal Aid Society of PBC, Inc. and Florida Rural Legal Services for eviction prevention.

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

CITY ATTORNEY'S REPORT:

City Attorney Torcivia did not provide a report.

CITY MANAGER'S REPORT: (6:05:50)

Interim City Manager Ruiz provided the following report:

- sought direction for an ordinance to prevent the flying of drones to protect wildlife in city parks
- asked for direction regarding changing the procurement code policy to give preference to women, minorities and veterans

Action: Consensus was to move forward on both ordinances.

UPCOMING MEETINGS AND WORK SESSIONS:

Tuesday, July 27 – Work Session followed by Electric

Thursday, July 29 - Budget Work Session #3

Monday, August 2 - Work Session

Tuesday, August 3 – Regular

Draft Agenda - August 3, 2021

ADJOURNMENT: (6:17:35)

Action: Motion made by Commissioner Malega and seconded by Commissioner McVoy to adjourn the meeting at 11:21 PM.

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

Betty Resch, Mayor

ATTEST:

Melissa Ann Coyne, City Clerk

Minutes Approved: September 7, 2021

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

**MINUTES
CITY OF LAKE WORTH BEACH
CITY COMMISSION WORK SESSION - ELECTRIC RATES
CITY HALL COMMISSION CHAMBER
TUESDAY, JULY 27, 2021 - 5:00 PM**

The meeting was called to order by Mayor Resch on the above date at 5:01 PM in the City Commission Chamber located at City Hall, 7 North Dixie Highway, Lake Worth Beach, Florida.

ROLL CALL: (0:00) Present were Mayor Betty Resch; Vice Mayor Herman Robinson and Commissioners Sarah Malega, Christopher McVoy (via Zoom) and Kimberly Stokes. Also present were Interim City Manager Juan Ruiz, City Attorney Christy L. Goddeau and City Clerk Melissa Ann Coyne (via Zoom).

PLEDGE OF ALLEGIANCE: (0:39) led by Commissioner Sarah Malega

UPDATES / FUTURE ACTION / DIRECTION (1:06)

A. Electric Cost of Service Study

ADJOURNMENT: (1:24:56)

The meeting adjourned at 6:26 PM.

Betty Resch, Mayor

ATTEST:

Melissa Ann Coyne, City Clerk

Minutes Approved: September 9, 2021

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

**MINUTES
CITY OF LAKE WORTH BEACH
CITY COMMISSION BUDGET WORK SESSION #3
CITY HALL COMMISSION CHAMBER
THURSDAY, JULY 29, 2021 - 5:00 PM**

The meeting was called to order by Mayor Resch on the above date at 5:05 PM in the City Commission Chamber located at City Hall, 7 North Dixie Highway, Lake Worth Beach, Florida.

ROLL CALL: (0:00) Present were Mayor Betty Resch; Vice Mayor Herman Robinson and Commissioners Sarah Malega, Christopher McVoy (via Zoom) and Kimberly Stokes. Also present were Interim City Manager Juan Ruiz and City Clerk Melissa Ann Coyne (via Zoom).

UPDATES / FUTURE ACTION / DIRECTION (1:09)

A. Fiscal Year 2022 Budget – Enterprise Funds Budgets

ADJOURNMENT: (2:03:39)

The meeting adjourned at 7:09 PM.

Betty Resch, Mayor

ATTEST:

Melissa Ann Coyne, City Clerk

Minutes Approved: September 9, 2021

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

EXECUTIVE BRIEF REGULAR MEETING

AGENDA DATE: September 9, 2021

DEPARTMENT: Golf and Financial Services

TITLE:

Resolution No. 57-2021 – Second Operating Budget Amendment for FY 2021

SUMMARY:

Resolution No. 57-2021 authorizes a budget amendment to increase the budget for the Golf Fund to purchase batteries for the golf carts.

BACKGROUND AND JUSTIFICATION:

Due to Covid-19, the demand of golf carts increased due to the “one person per golf cart policy.” For example, summertime operations normally have an average of 25 carts in use daily, however this year the average was closer to 70. As a consequence of this increase demand, the batteries were drained and as such, they are now in need of replacement.

Also, as consequence of COVID, the number of golf rounds also increased which favorably impacted merchandise sales.

Because revenues have exceeded budget, the intent of this budget amendment is to increase the revenue appropriation to cover the cost of the additional batteries.

MOTION:

Move to approve/disapprove Resolution No. 57-2021 – budget amendment to purchase new golf cart batteries from the Golf Fund.

ATTACHMENT(S):

Fiscal Impact Analysis

Resolution 57-2021

Exhibit A

FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2021	2022	2023	2024	2025
Capital Expenditures	0	0	0	0	0
Operating Expenditures	26,000	0	0	0	0
External Revenues	26,000	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	FY21 Budget	Current Balance	Budget Transfer	Agenda Expenditure	Balance
404-8030-575.46-30	Repair & Maintenance/Golf Carts	N/A	18,000	0	21,000	21,000	0
404-8030-575.52-75	Operating Supplies/Merchandise	N/A	37,230	77.90	5,000	5,000	77.90

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RESOLUTION NO. 57-2021, A GENERAL APPROPRIATION RESOLUTION OF THE CITY OF LAKE WORTH BEACH, A MUNICIPAL CORPORATION OF THE STATE OF FLORIDA, MAKING SEPARATE AND SEVERAL BUDGET AMENDMENTS AND CORRESPONDING APPROPRIATIONS FOR THE CITY'S NECESSARY OPERATING EXPENSES, THE USES AND EXPENSES OF THE VARIOUS FUNDS AND DEPARTMENTS OF THE CITY FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2020 AND ENDING SEPTEMBER 30, 2021; AND PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, the City of Lake Worth Beach, Florida (the "City") previously adopted the Fiscal Year (FY) 2021 Annual Operating Budget pursuant to Resolution No. 37-2020 on September 24, 2020;

WHEREAS, the City finds it is necessary and essential to amend the FY 2021 Annual Operating Budget as set forth in this Resolution; and

WHEREAS, adoption of the FY 2021 Annual Operating Budget amendments set forth herein serves a valid public purpose.

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

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

Section 2. As hereinafter stated in this Resolution, the term "fiscal year" shall mean the period of time beginning October 1, 2020, and ending and including September 30, 2021.

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

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

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

Section 6. The sums set out in Exhibit "A" are hereinbefore incorporated by reference and based upon departmental estimates prepared by the City Manager and the Finance

46 Director, shall be, and the same hereby are, fixed and adopted as the amended budget
47 for the operation of the City and its other enterprises for the fiscal year.

48
49 Section 7. Except as amended in Exhibit "A" hereto, the remainder of the FY 2021
50 Annual Operating Budget for the fiscal year remains in full force and effect.

51
52 Section 8. This resolution shall become effective immediately upon passage.

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

- 57
- 58 Mayor Betty Resch
- 59 Vice Mayor Herman Robinson
- 60 Commissioner Sarah Malega
- 61 Commissioner Christopher McVoy
- 62 Commissioner Kimberly Stokes

63
64 The Mayor thereupon declared this resolution duly passed and adopted on the 17th
65 day of August 2021.

66
67
68 LAKE WORTH BEACH CITY COMMISSION

69
70
71 By: _____
72 Betty Resch, Mayor

73
74 ATTEST:
75
76
77 _____
78 Melissa Ann Coyne, City Clerk

City of Lake Worth Beach
Fiscal Year 2021 Budget Appropriation
Golf Fund

Account Description	FY 2020 Budget	FY 2021 Budget Adopted	FY 2021 Budget Amendment	FY 2021 Budget Amended
FUND 404 - Golf Fund				
<i>Summary of Revenue and Expenses</i>				
SOURCES OF FUNDS				
Charges for Services	1,215,325.00	1,243,500.00	26,000.00	1,269,500.00
Investment Income	-	-	-	-
Rents	-	-	-	-
Donations	-	10,000.00	-	-
Other Income	1,000.00	-	-	-
Transfers	-	-	-	-
Use of Fund Balance	-	-	-	-
Total Sources of Funds	1,216,325.00	1,253,500.00	26,000.00	1,269,500.00
USES OF FUNDS				
Golf Course	1,185,540.78	1,222,501.57	26,000.00	1,248,501.57
Other / Transfers	19,490.00	30,000.00	-	-
Total Uses of Funds	1,205,030.78	1,252,501.57	26,000.00	1,248,501.57
	-	-		-
Net Sources over Uses	11,294.22	998.43	-	20,998.43

EXECUTIVE BRIEF REGULAR MEETING

AGENDA DATE: September 7, 2021

DEPARTMENT: Financial Services

TITLE:

Payments of Fiscal Year 2020 Invoices

SUMMARY:

Authorization for payment of outstanding invoices for goods and services provided in Fiscal Year 2020 not paid prior to the closure of the accounts for the fiscal year.

BACKGROUND AND JUSTIFICATION:

Financial Services Division received invoices for goods and services provided to the City Departments during Fiscal Year 2020. Though the goods and services were approved and provided for in Fiscal Year 2020 the invoices for said goods and services provided by Vendors were not paid prior to the Fiscal Year 2020's books being closed. As such, the payment for the services requires authorization of the use of Fiscal Year 2021 funds to cover the expenditures.

The item provides for the necessary authorization by the City Commission to utilize Fiscal Year 2021 funds in the amount of \$1,878.19 to cover the expenses incurred and goods and services received in Fiscal Year 2020.

DIRECTION:

Move to approve/disapprove authorization of the use of Fiscal Year 2021 funds to pay for expenditures and services incurred in Fiscal Year 2020.

ATTACHMENT(S):

Fiscal Impact Analysis
Invoice List

FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2021	2022	2023	2024	2025
Capital Expenditures	0	0	0	0	0
Operating Expenditures	1,878.19	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	1,878.19	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:

See attached spreadsheet.

Department	DATE	Invoice Number	PO #	GL Account	Amount	Company Name
WATER	8/13/2020	21751020	178288	402-7010-533.44-20	\$864.86	CANON
ELECTRIC	7/31/2020	8050001	181193	401-6031-531.46-54	\$847.63	NEXAIR
IT	2/15/2019	902798195	179170	510-1520-519-47-00	\$165.70	CANON
					\$1,878.19	

EXECUTIVE BRIEF REGULAR MEETING

AGENDA DATE: September 9, 2021

DEPARTMENT: Internal Audit

TITLE:

Accept and Approve the Competitive Selection Audit Report

SUMMARY:

Audit performed per Internal Audit Plan.

BACKGROUND AND JUSTIFICATION:

In accordance with the Internal Audit Department's 2021 Annual Audit Plan, an audit of the Procurement Division (Finance Department) Competitive Selection Process has been completed. During the month of July 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 in 2022 to ensure audit recommendations are implemented.

MOTION:

Move to accept and approve the Competitive Selection Audit Report.

ATTACHMENT(S):

Fiscal Impact Analysis – N/A

CITY OF LAKE WORTH BEACH

PROCLAMATION

WHEREAS, September 17, 2021, marks the 234th anniversary of the drafting of the Constitution of the United States of America by the Constitutional Convention; and

WHEREAS, The Garcilaso de la Vega Chapter of the Daughters of the American Revolution has worked in our community since 1958 heightening awareness and respect for our great American heritage; and

WHEREAS, All people within the bounds of the United States of America, whether citizens or visitors, enjoy the protection of their individual rights to an extent unparalleled on the face of the earth since recorded history, but these rights also imply individual responsibility; and

WHEREAS, It is proper for all people to reflect on the blessings of liberty afforded them in the United States as guaranteed by the Constitution, and it is proper that official recognition be accorded to this expression of the foundation of our freedoms that set America apart from every other nation; and

WHEREAS, The City of Lake Worth Beach honors the blessings of Liberty and the foundation of Freedoms guaranteed by the United States Constitution that so define our City's proud history and guide our promising future.

NOW, THEREFORE, I, BETTY RESCH, by virtue of the authority vested in me as Mayor of the City of Lake Worth Beach and on behalf of the City Commission, do hereby proclaim:

SEPTEMBER 17-23, 2021

as

CONSTITUTION WEEK

and ask all residents to reaffirm the ideals that the Framers of the Constitution had in 1787 by vigilantly protecting the freedoms guaranteed to us through this guardian of our liberties, remembering that lost rights may never be regained.

IN WITNESS WHEREOF, I have set my hand and caused the seal of the City of Lake Worth Beach, Florida, to be affixed hereto this 9th day of September, 2021.

Betty Resch, Mayor

ATTEST:

Melissa Ann Coyne, City Clerk

EXECUTIVE BRIEF REGULAR MEETING

AGENDA DATE: August 17, 2021

DEPARTMENT: Water Utilities

TITLE:

Utility Easement by and between Maria Moro along with Gustavo G. Moro and the City of Lake Worth Beach

SUMMARY:

Maria and Gustavo Moro, owners of 302 N. Lakeside Dr., will dedicate a Utility Easement to the City of Lake Worth Beach in accordance with the conditions of approval established in the site plan review and building permit.

BACKGROUND AND JUSTIFICATION:

The property 302 N Lakeside Dr. is building a new single-family home at the location which incorporates space from 3rd Ave N right of way that was previously abandoned. The City agreed to abandon 3rd Ave N right of way by Resolution 38-92 dated August 17, 1992. The north 20 feet of the right of way was quit claim deeded to this property. During a recent site plan review, it was discovered that the former public right of way has City utilities that cross east/west through the space. The City reviewed the property boundary survey and performed a title search and could not locate records of easements that would allow the City unrestricted access to these utilities.

This easement dedication grants the City a perpetual, unrestricted and nonexclusive easement over these utilities. In addition, the property owners have authorized a consent agreement with the City which recognizes that the City may need to remove some improvements such as fences and/or driveways to access the utilities for maintenance. In the event that the City needs to remove an improvement such as a fence or driveway in the easement, the City is not responsible for the replacement or the cost of doing so.

MOTION:

Move to approve/disapprove the Utility Easement between Maria and Gustavo Moro and the City of Lake Worth Beach

ATTACHMENT(S):

Fiscal Impact Analysis – N/A
Utility Easement Dedication
Easement Consent
Map

Return to:
City of Lake Worth Beach
City Clerk
7 North Dixie Hwy.
Lake Worth Beach, FL 34460

UTILITY EASEMENT

THIS UTILITY EASEMENT is made this ____ day of _____ 20__, by and between _____ (“Grantor”) and **CITY OF LAKE WORTH BEACH**, a Florida municipal corporation (“City”).

WITNESSETH

WHEREAS, the Grantor is the owner of property generally located at 302N. Lakeside Dr. Lake Worth Beach, Florida, and as legally described in Exhibit “A” attached hereto and incorporated herein (the “Property”); and

WHEREAS, the City desires an unrestricted and nonexclusive easement for public utility purposes through the Property as described and mapped in Exhibit “B” attached hereto and incorporated herein (the “Easement Area”); and

WHEREAS, the public utilities to be placed in the Easement Area may provide services to and from the Property and other properties which may or may not abut and be contiguous to the Easement Area; and

WHEREAS, the Grantor is willing to grant such easement.

NOW, THEREFORE, for and in consideration of the mutual covenants and other valuable consideration, the sufficiency and receipt of which is acknowledged by Grantor and the City, the Grantor grants unto the City, its licensees, agents, successors and assigns:

A perpetual, unrestricted and nonexclusive easement in, over, under, through, upon and across the Easement Area for the purpose of providing utility services to and from properties or lands or maintain the same, which may include the Property, also for the City to provide utility service to properties which may not be contiguous to the Easement Area, including the right to lay, or cause to be laid, and to maintain utility pipes, mains, appurtenances and devices; to maintain, repair, rebuild, operate and control utility transmission lines; the right to clear said Easement Area and keep it clear of brush, trees, and permanent structures and fire hazards; together with all rights of ingress and egress necessary for the full and complete use, occupation, and enjoyment of the Easement Area hereby granted, and all rights and privileges incident thereto; and, the permanent, full and free right and authority to own, construct, operate, maintain, repair, install, rebuild and replace utility facilities within the Easement Area.

TO HAVE AND TO HOLD the said Easement, unto the City, its licensees, agents, successors and assigns forever. It being expressly understood, however, that in the event the City, its licensees, successors and assigns, abandons or vacates the easement herein granted, that the same shall revert back to Grantor, its heirs, successors or assigns.

By accepting this Easement, the City agrees: (a) to perform all work undertaken by the City within the Easement Area in a good and workmanlike manner and to promptly complete all work within the Easement Area; (b) to restore any of the Property disturbed by work undertaken by the City for purposes of construction, removal, demolition and/or maintenance to its condition that existed prior to the commencement of such work; (c) to not unreasonably interfere with the use of the Property by Grantor or any of Grantor's tenants, invitees or guests; and (d) to be responsible for all costs associated with the City's construction, removal, demolition and/or maintenance pursuant to this Easement.

Signed, sealed and delivered
In the presence of:

[Signature]
Signature of Witness

Vicki Wilson
Printed Name of Witness

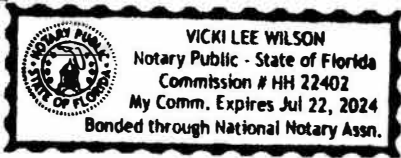
[Signature]
Signature of Witness

Jim Rhodes
Printed Name of Witness

[Signature] (Owner)

Print Name: Gustavo Mon + Maria Mora
Print Title: owners

[Corporate Seal]



STATE OF FLORIDA
COUNTY OF Palm Beach

The foregoing instrument was acknowledged before me this 10 day of July, 2023, by Gustavo Mon + Maria Mora who is personally known to me or who has produced [Signature] as identification and who did not take an oath.

[Signature]
Notary Public

The City of Lake Worth Beach accepted the foregoing Easement on _____, 2023.

City of Lake Worth Beach

Betty Resch, Mayor

ATTEST:

Approved as to form and legal sufficiency:

Melissa Coyne, City Clerk

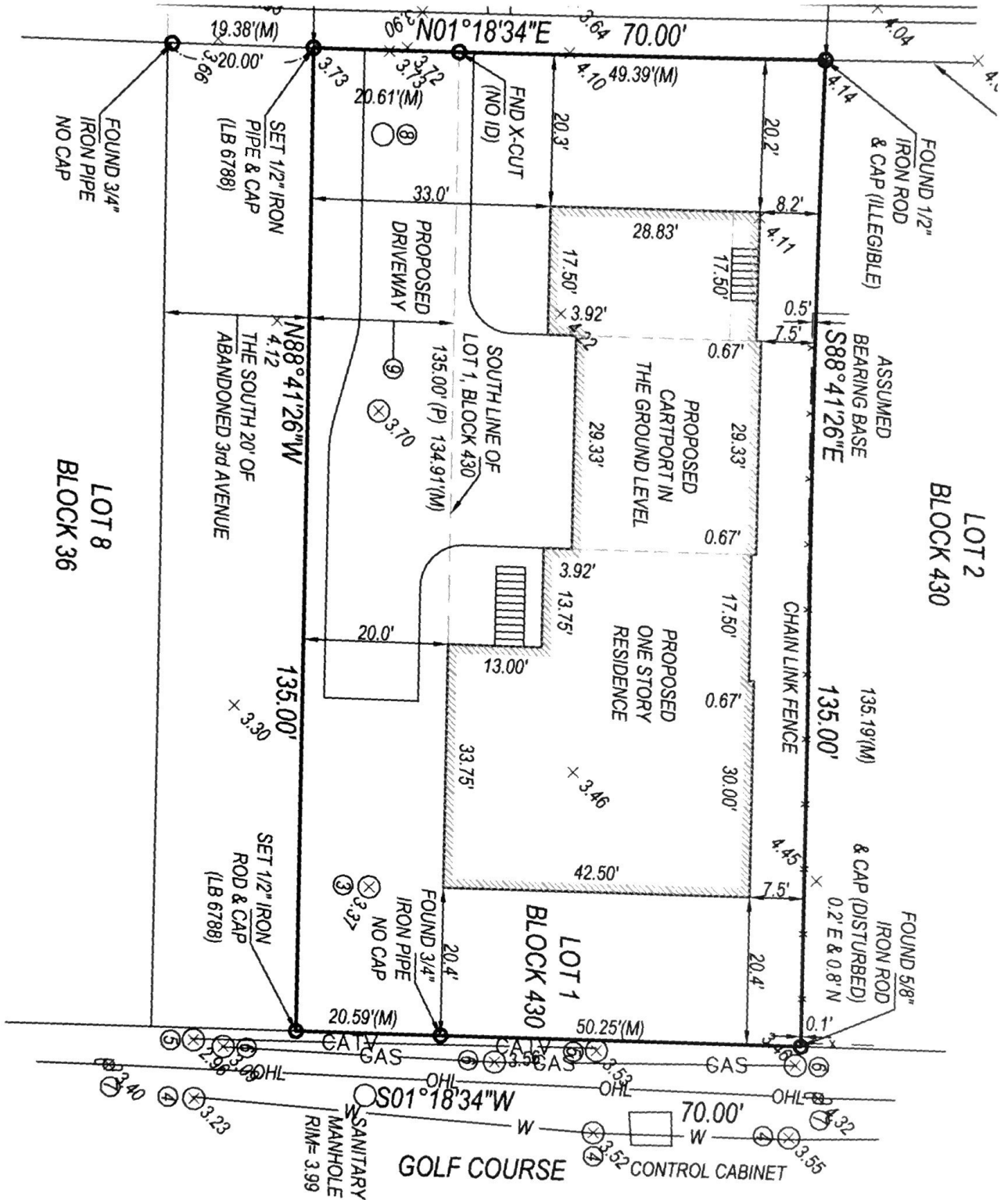
Christy J. Goddeau, City Attorney

EXHIBIT "A"
Legal Description of Property

302 N Lakeside Drive
Lake Worth Beach

Parcel Control Number: 38-43-44-21-15-430-0010

Legal Description: TOWN OF LAKE WORTH LT 1 BLK 430 &
N 20 FT OF ABND 3RD AVE NO LYG S OF & ADJ THERETO



GRAPHIC SCALE



LO

PROPERTY ADDRESS:
302 N LAKESIDE DRIVE
LAKE WORTH, FL 33460

FLOOD ZONE: "AE" EL. 7'
Panel No: 12099C 0781 F
Date: OCTOBER 5, 2017

CERTIFIED TO:
PIERRE JOLICOEUR

LEGAL DESCRIPTION:
LOT 1, BLOCK 430 IN THE TOWNSITE THE PALM BEACH FARMS COMPANY, PLAT BOOK 2, PAGES 29 TO 40 IN THE THE CIRCUIT COURT IN AND FOR PALM BEACH COUNTY, FLORIDA.

SURVEYORS' NOTES:

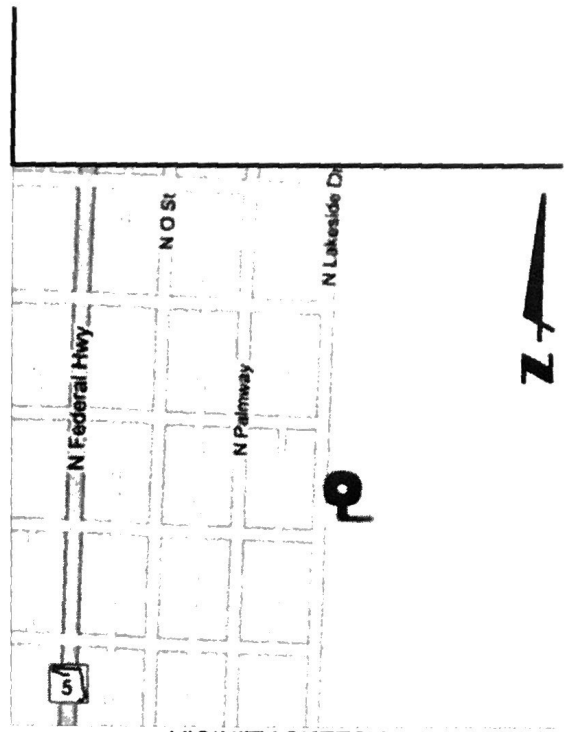
1. I HEREBY CERTIFY THIS SURVEY WAS MADE IN ACCORDANCE WITH THE PRACTICE PURSUANT TO FLORIDA STATUTES.
2. THE SURVEY MAP AND REPORT ARE NOT VALID WITHOUT THE SIGNATURE AND SEAL OF A FLORIDA LICENSED SURVEYOR.
3. UNDERGROUND OR OBSCURED IM LOCATED.
4. DIMENSIONS ARE RECORD AND FIELD NOTED.
5. STATED DIMENSIONS TAKE PRECEDENCE OVER DIMENSIONS.
6. THIS FIRM'S CERTIFICATE OF AUTHORITY IS FILED IN THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA.
7. ADDITIONS OR DELETIONS TO SURVEY MAP OR REPORT WITHOUT THE SIGNING PARTY'S WRITTEN CONSENT ARE VOID.
8. SURVEY SUBJECT TO RESERVATIONS AND RIGHTS-OF-WAY OR EASEMENTS AND RIGHTS-OF-WAY OR EASEMENTS.
9. ENCUMBRANCE REVIEW IS PRESENT DOCUMENT, THIS SURVEY HAS BEEN MADE IN ACCORDANCE WITH THE PRACTICE PURSUANT TO FLORIDA STATUTES.
10. ELEVATIONS SHOWN HEREON ARE BASED ON THE NATIONAL HORIZONTAL DATUM OF 1983.

EXHIBIT "B"

Legal Description and Survey of Easement Area

SKETCH AND DESCRIPTION EXHIBIT 'B'

SECTION 22, TOWNSHIP 44 SOUTH, RANGE 43 EAST,
CITY OF LAKE WORTH BEACH,
PALM BEACH COUNTY, FLORIDA



VICINITY SKETCH
NOT TO SCALE

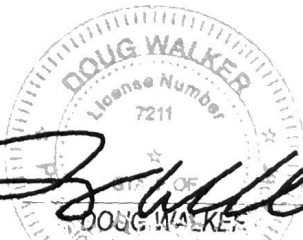

LEGAL DESCRIPTION :

THE SOUTH 20 FEET OF THE FOLLOWING DESCRIBED LANDS:
 LOT 1, BLOCK 430 IN THE TOWNSITE OF LUCERNE, ACCORDING TO THE PALM BEACH FARMS COMPANY, PLAT NO. 2 RECORDED IN PLAT BOOK 2, PAGES 29 TO 40 IN THE OFFICE OF THE CLERK OF THE CIRCUIT COURT IN AND FOR PALM BEACH COUNTY, FLORIDA
 TOGETHER WITH THE NORTH 1/2 OF THE ABANDONED 40' RIGHT-OF-WAY OF 3RD AVENUE LYING SOUTH OF AND ADJACENT TO SAID LOT 1 BLOCK 30.

SURVEYORS' NOTES:

1. I HEREBY CERTIFY THIS SURVEY MEETS STANDARDS OF PRACTICE SET FORTH IN RULE 5J-17.050-.052, OF THE FLORIDA ADMINISTRATIVE CODE, ADOPTED BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS, PURSUANT TO CHAPTER 472.027 OF THE FLORIDA STATUTES.
2. THE SURVEY MAP AND REPORT AND THE COPIES THEREOF ARE NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OR VERIFIED ELECTRONIC SIGNATURE OF A FLORIDA LICENSED SURVEYOR AND MAPPER.
3. THIS FIRM'S CERTIFICATE OF AUTHORIZATION NUMBER IS LB 8261.
4. ADDITIONS OR DELETIONS TO SURVEY MAPS OR REPORTS BY OTHER THAN THE SIGNING PARTY OR PARTIES IS PROHIBITED WITHOUT WRITTEN CONSENT OF THE SIGNING PARTY OR PARTIES.
6. THIS SKETCH REFLECTS A BOUNDARY SURVEY PREPARED BY THIS OFFICE DATED 03-04-21, JOB NUMBER S16020128.

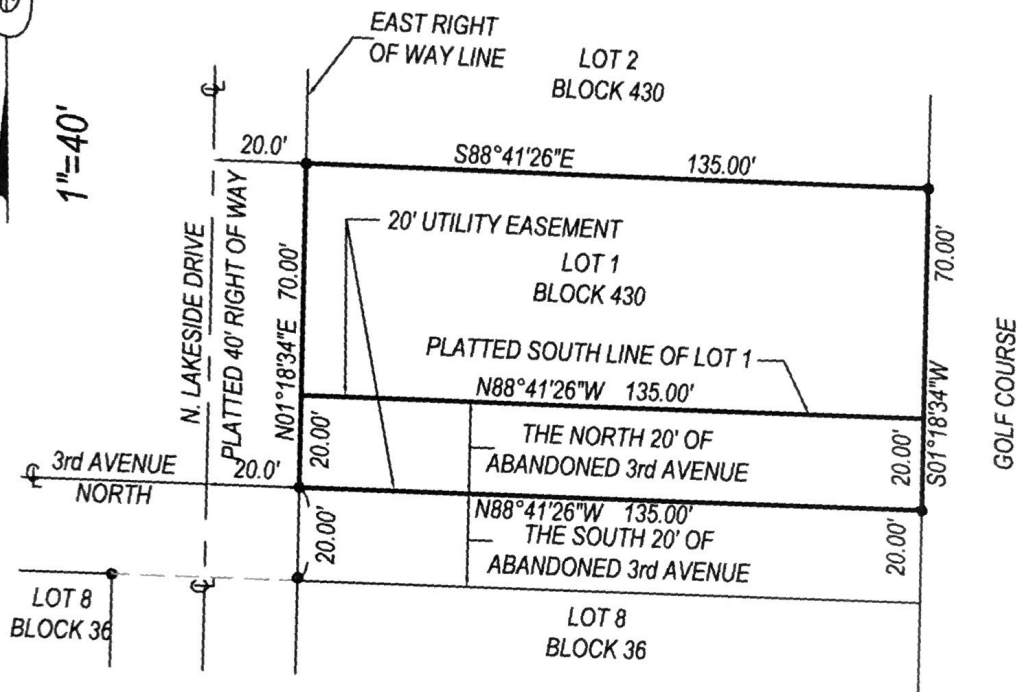
03-12-21
DATE



 DOUG WALKER
 PROFESSIONAL LAND SURVEYOR AND MAPPER
 FLORIDA CERTIFICATE No. 7211



**PRINCIPAL
MERIDIAN
SURVEYING INC.**

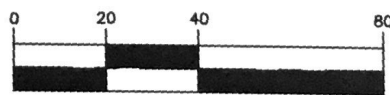
4546 CAMBRIDGE STREET
WEST PALM BEACH, FL 33415
PHONE 833.478.7764 / FAX 561.478.1094



**PRINCIPAL
MERIDIAN
SURVEYING INC.**

4546 CAMBRIDGE STREET
WEST PALM BEACH, FL 33415
PHONE 833.478.7764 / FAX 561.478.1094
WWW.PMSURVEYING.NET

GRAPHIC SCALE



1 inch = 40 ft.

SECTION 22, TOWNSHIP 44 SOUTH, RANGE 43 EAST
PALM BEACH COUNTY FLORIDA
JOB#16020128



EASEMENT CONSENT AGREEMENT

DATE: _____

WHEREAS, "Owner" _____, is desirous of construction or installing driveway, fence and any other improvement in a portion of city or licensed utility company easement on my/our property, the legal description of this property being as follows:

Subdivision Town of Lake Worth Lot 1 Block 430 OR, Metes and PCN 38-43-44-21-15-43-0010 ("Property")

WHEREAS, OWNER covenants that they are the fee simple owner of the Property; and

WHEREAS, the above is to be erected for the use and enjoyment or proper functioning of the Property and special aesthetics;

NOW, THEREFORE, in the consideration of the City of Lake Worth Beach("City") not immediately enforcing its rights or the rights of any others, now existing or which may in the future exist, against the Owner or the Property, the Owner hereby agrees with the City to remove, at no expense to the City, the Easement holders, or the beneficiaries of the easement, the above described improvement from the property, within thirty (30) days of written notice addressed to them or their successors in interest, at:

ADDRESS: 302 N. Lakeside Dr, Lake Worth Beach FL
notifying them that said improvement is inconsistent with the use of the Easement. It is agreed by the Owner(s) that the improvement shall be as depicted on Exhibit "A" and filed with the City of Lake Worth Beach Building Division, and that no other construction shall be in effect in said Easement.

It is agreed by the parties, hereto, that this Declaration will be recorded at the expense of the Owner(s) in the Official Records of Palm Beach County, Florida and that this Declaration shall be a covenant running with the land and be binding upon the heirs, personal representatives, grantees, assigns and successors in interest of the Owner.

Owner shall immediately remove the improvement permitted herein in the event that the City or Owner, or both, are challenged with respect to the City's authority to authorize the placement of said improvement in the Easement or a claim of damages is made as a result of the placement of said improvement in the Easement. In the event that the City and/or Owner are challenged with respect to the placement of said improvement in the Easement, or a claim for damages is made as a result of the placement of said improvement in the Easement, Owner shall indemnify, defend, and save the City harmless against and from said challenge.

Upon the vacation, abandonment or discontinuance of the Easement, this Declaration shall immediately and automatically terminate and be of no further force and effect.

WITNESSES:

[Signature]

OWNER:

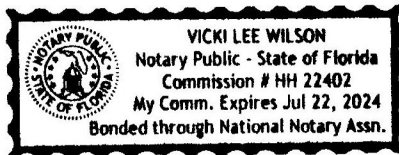
[Signature]

Owner's Ph. No. 561-543-0394

STATE OF Florida
COUNTY OF Palm Beach

The foregoing instrument was acknowledged before me this 25 day of August, 2021 by Gustavo Mero & Maria Mero who is personally known to me or who produced a _____ as identification. He/she did not take an oath.

(NOTARY SEAL)



[Signature]

(Signature of Notary Public)

Vicki Wilson

(Name of Notary)



HOLD HARMLESS AGREEMENT/INDEMNIFICATION AGREEMENT

The undersigned hereby executes in favor of the City of Lake Worth Beach, Florida, its' officers, employees, agents and assigns, this Hold Harmless Agreement/Indemnification Agreement.

WITNESSETH:

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the sufficiency of which is acknowledged by the execution hereof, the undersigned agrees as follows:

Applicant, Gustavo Moro + Maria Moro hereby agrees that it shall indemnify, defend and hold harmless the City of Lake Worth Beach Florida, any licensed utility company or independent contractor, and any of their officers, employees and agents from any and all liability, claims, damages and expenses, including attorney's fees and litigation costs through all appeals, resulting from or arising out of the removal or alteration of any driveway, fence or any other improvement permitted to exist in or around any public easement and right-of-way, deemed necessary by the City or licensed utility for the purpose of installing, removing, repairing, or maintaining any utilities planned or existing in or around any public easement and right-of-way. The undersigned acknowledges that specific consideration has been given for this hold harmless and indemnity provision.

IN WITNESS WHEREOF,

the undersigned hereby sets his/her hand, this 25 day of August, 2021.

Gustavo Moro
Applicant Name (Please Print)

[Signature]
Applicant (Signature)

Vicki Wilson
Witness Name 1 (Please Print)

Tina Rhodes
Witness Name 2 (Please Print)

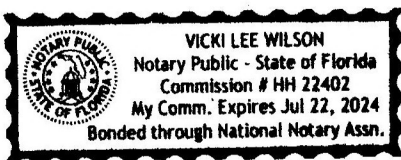
[Signature]
Witness 1 (Signature)

[Signature]
Witness 2 (Signature)

STATE OF FLORIDA
PALM BEACH COUNTY

The foregoing instrument was acknowledged before me this 25 day of August, 2021, by Gustavo Moro + Maria Moro, who is personally known to me or has produced as identification.

[Signature]
NOTARY PUBLIC



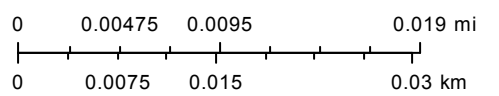
38434421154300010



July 29, 2021

Palm Beach County
Map

1:576



EXECUTIVE BRIEF REGULAR MEETING

AGENDA DATE: September 9, 2021

DEPARTMENT: City Commission

TITLE:

Ratification of an appointment to the CRA

SUMMARY:

Ratification of the appointment of Caroline Glass Shamsi-Basha to the CRA.

BACKGROUND AND JUSTIFICATION:

On February 5, 2013, the Commission adopted an ordinance amending the board member appointment process to allow for the selection of board members by individual elected officials. In accordance with the ordinance, the board appointments would be effective upon ratification by the Commission as a whole. The following appointment is requested to be ratified.

Community Redevelopment Agency

Commissioner Kim Stokes' appointment of Caroline Glass Shamsi-Basha to the Community Redevelopment Agency for a term ending on August 21, 2025.

MOTION:

Move to approve/disapprove Commissioner Kim Stokes' appointment of Caroline Glass Shamsi-Basha to the Community Redevelopment Agency for a term ending on August 21, 2025

ATTACHMENT(S):

Fiscal Impact Analysis: N/A

CRA Membership Board Log

Board application (will be added to the backup by the meeting)

VOLUNTEER ADVISORY BOARD APPLICATION

BOARD/S YOU ARE APPLYING TO BE ON	• Community Redevelopment Agency *
NAME	Caroline Glass Shamsi-Basha
RESIDENCE ADDRESS	503 N K St Lake Worth Beach, FL 33460 United States
UPLOAD PROOF OF RESIDENCY	• 2E994C39-35F8-4F8F-A552-C283B722254E.jpeg
DO YOU HAVE A DIFFERENT MAILING ADDRESS?	No
PHONE	(205) 394-9670
EMAIL	Carolinedgsb@gmail.com
ARE YOU A CITIZEN OF THE UNITED STATES?	Yes
ARE YOU A REGISTERED PALM BEACH COUNTY VOTER?	Yes
ARE YOU A REGISTERED LAKE WORTH VOTER?	Yes
HOW LONG HAVE YOU BEEN A RESIDENT OF LAKE WORTH BEACH?	Since January 2021
LIST ALL PROPERTIES OWNED AND/OR BUSINESS INTERESTS IN LAKE WORTH	503 N K St - single family home
WHAT IS YOUR OCCUPATION?	Urban planner, adjunct professor
EMPLOYER?	Town of Lantana
BUSINESS ADDRESS: (CRA BOARD ONLY)	504 Greynolds Circle Lantana, FL 33462 United States
ARE YOU CURRENTLY SERVING ON ANY CITY ADVISORY BOARD?	No
HAVE YOU EVER SERVED ON A CITY OF LAKE WORTH BOARD?	No
DO YOU SERVE ON ANY BOARDS IN FLORIDA, OR ARE YOU AN ELECTED OR APPOINTED STATE, COUNTY, OR MUNICIPAL OFFICE HOLDER, OR PALM BEACH COUNTY EMPLOYEE?	No
HIGH SCHOOL	Hillcrest High School
DATE OF GRADUATION	05/20/2011
COLLEGE	Birmingham-Southern College
DATE OF GRADUATION	12/06/2014
WORK EXPERIENCE	I currently serve as Assistant Development Services Director in Lantana, FL. Prior, I was a planner for City of West Palm Beach. Please see attached resume for more information and a detailed history.
INTEREST/ACTIVITIES	Reading, traveling, Alabama football, painting, taking my Basset Hound Olive to Lake Woof Dog Park

COMMUNITY INVOLVEMENT

I am involved in various urban planning related groups in Palm Beach County. I previously served as a board member for the Congress for New Urbanism WPB Chapter. My husband and I are interested in local politics and participate in community events when possible. I also teach community college geography courses and am engaged in independent study to learn more about Florida Friendly Landscaping and design.

6. A - WHY DO YOU DESIRE TO SERVE ON THIS BOARD (FIRST PREFERENCE)

I am extremely interested in serving on this board. I have dedicated my time to studying a field I am passionate about and work as a public servant in daily life. I feel my career path has prepared me well to make informed decisions that can better my community. On a personal level, I engage with the built environment in the CRA district on a daily basis and see a lot of potential growth in my immediate community.

CONSENT

✓ I agree to the privacy policy.
I understand the responsibilities associated with being a board/committee member, and I have adequate time to serve if appointed.
I have read the attached Ordinance No. 2010-29 and Article XIII (Palm Beach County) Code of Ethics and understand the policy on the City of Lake Worth Beach Code of Ethics. Within 30 days after appointment, I understand that I am required to participate in Ethics Training and submit an Acknowledgement of Receipt form to the City Clerk's Office in order to continue to serve on my appointed board.
*THIS APPLICATION IS VALID FOR ONE (1) YEAR FROM THE DATE SIGNED ABOVE.
*THIS APPLICATION IS NOT VALID WITHOUT APPLICANT'S PROOF OF RESIDENCY.

SIGNATURE

Caroline Glass Shamsi-Basha



COMMUNITY REDEVELOPMENT AGENCY

Four-Year Terms

MEMBERS	APPOINTED	PHONE	ETHICS TRAINING	TERM EXPIRES
Brendan Lynch - CHAIR 920 South Lakeside Drive blynch@plastridge.com (Mayor’s Appointment)	05/05/2015	C: 561-386-1703	YES	08/21/2023
Carla Blockson 1802 Pierce Drive blocksonpc@yahoo.com (Vice Mayor’s Appointment - District 4)	05/04/2021	C: 561-628-2576		07/31/2024
Mark Rickards – VICE CHAIR 2508 Lake Osborne Drive Mark.rickards@kimley-horn.com (District 1 Appointment)	09/19/2017	C: 561-214-5032	YES	08/21/2025
Andrew Bartlett 211 North L Street Drewbartlett135@gmail.com (Commissioner District 2 Appointment)	11/05/2019	C: 404-7882062	YES	08/21/2022
Tom Copeland 1605 South Palmway tommycopeland@me.com (District 3 Appointment)	06/18/2019	C: 561-601-5036	YES	08/21/2021
Leah Foertsch 1421 N. O Street Leah.foertsch@gmail.com (District 4 Appointment – Vice Mayor)	05/20/2014	C: 305-299-3025	YES	08/21/2025
Brent Whitfield 133 Duke Drive bwhitfield@chenmoore.com (Mayor’s Appointment)	01/16/2018	H: 561-329-1797	YES	08/21/2022

Executive Director: Joan Oliva - 561-493-2550 - joliva@lakeworth.org
Commission Liaison: Mayor Betty Resch - 561-586-1735 – bresch@lakeworthbeachfl.gov

Responsible for formulating and implementing projects that are consistent with the Lake Worth Redevelopment Plan to assist in revitalizing and redeveloping portions of the City of Lake Worth Beach.



Established by Resolution No. 47-89, effective 7/3/89. Florida Statute 163.356 (3) (b), Any person may be appointed as commissioner if he or she resides or is engaged in business, which means owning a business, practicing a profession, or performing a service for compensation, or serving as an officer or director of a corporation or other business entity so engaged, within the area of operation of the agency, which shall be coterminous with the area of operation of the county or municipality, and is otherwise eligible for such appointment under this part. Ordinance No. 93-2, effective 2/13/93, to consist of seven members appointed by City Commission. Ordinance No. 2008-14, effective 7/10/08, amended attendance requirements: if any member of the board shall fail to be present at three (3) consecutive regularly scheduled meetings or at twenty (20) percent of the regularly scheduled meetings of the board held within any 12-month period, the city clerk shall schedule the matter for hearing before the city commission.

Effective May 1, 2013, Chapter 2013-36 FINANCIAL DISCLOSURE FORMS ARE REQUIRED.

Meeting Schedule: Second Tuesday of every month at the Hatch located 1121 Lucerne Avenue at 6:00 p.m.

SECRETARY: Emily Theodossakos, 561-493-2550

EXECUTIVE BRIEF REGULAR MEETING

AGENDA DATE: September 9, 2021

DEPARTMENT: City Clerk

TITLE:

Ordinance No. 2021-11 – Second Reading – amending the candidate qualifying period

SUMMARY:

Ordinance No. 2021-11 proposes to amend the candidate qualifying period to begin at noon on the second Tuesday in November and end at noon on the fourth Tuesday in November

BACKGROUND AND JUSTIFICATION:

In July 2021, the Palm Beach County Supervisor of Elections (SOE) requested that cities change their qualifying periods for the March 2022 municipal elections to accommodate the new 95-day rule for vote-by-mail ballots. Specifically, the SOE is requesting that qualifying periods end no later than the first Friday in December in 2021 in order for her office to timely prepare and mail out the vote-by-mail ballots.

The City's current end date for qualifying for the March 2022 election is December 14, 2021, which would not meet the SOE's requested deadline. Accordingly, the proposed ordinance would change the qualifying period to commence on noon of the second Tuesday in November and conclude at noon on the fourth Tuesday in November.

The ordinance passed unanimously on first reading at the August 17, 2021 Commission meeting.

MOTION:

Move to approve/disapprove Ordinance No. 2021-11 amending the candidate qualifying period.

ATTACHMENT(S):

Fiscal Impact Analysis – N/A
Letter from SOE
Ordinance 2021-11



Wendy Sartory Link
Palm Beach County Supervisor of Elections
www.pbcelections.org

Dear Municipal Clerks, Commissions, and Councils,

Congratulations to those of you who participated in a successful 2021 election cycle! The recent March Elections demonstrated the municipalities' commitment to democracy and to the voters of Palm Beach County. We were honored to work with you.

The Palm Beach County Supervisor of Elections office (SOE) is committed to facilitating secure, transparent, and accurate elections. To that end, due to updates in Florida Law in recent years, we have determined that certain changes in municipal charters and ordinances are necessary to ensure the efficient and cost-effective administration of future elections.

Qualifying Dates

To accommodate statutory vote-by-mail requirements, the SOE strongly recommends that each municipality who has not already done so amend its qualifying period so that its qualifying period ends on or before the 95th day before Election Day.

For example, qualifying for the March 8, 2022 election would end no later than Friday, December 3, 2021, allowing the SOE staff to program the necessary elections, create and proofread the ballot language, submit ballot templates to participating municipalities for approval, print vote-by-mail ballots, and prepare those ballots for mailing. We mail the military and overseas ballots 45 days before the election.

Failure to amend the qualifying period may result in the inability of the SOE to accommodate the elections of those municipalities. Our system does not allow us to "close" or move forward one city at a time, so any delay by one municipality results in our inability to move forward with the others.

Runoff Elections

While many municipalities no longer hold runoff elections, several still maintain provisions requiring a majority vote to win an election. Many municipalities have mentioned to us that the runoff elections are detrimental to their budgets because often the municipality has not budgeted for that expense. With so few holding runoff elections, the municipality does not benefit from the same degree of cost sharing as a Uniform Municipal Election that is held simultaneously with other municipalities. The county does not fund the municipal elections.

Please understand that we are happy to hold runoff elections, but are cognizant of the cost burden it places on municipalities. If you determine that you no longer wish to have runoff elections, please revise your charters or ordinances accordingly.



Polling Locations

It has come to our attention that some charters include provisions requiring specific polling locations or specifying that polling locations be within city or town limits. While this may not present an issue for stand-alone elections, when municipalities wish to participate in uniform or countywide elections, this becomes logistically problematic and expensive, if not impossible. The SOE urges municipalities to remove any provisions to this effect, as it will be impossible to guarantee specific polling locations in future elections if the municipality is joining a countywide election.

Single Canvassing Board for Uniform Municipal Elections

The final question presented for consideration by the municipalities is the designation of the Palm Beach County Supervisor of Elections as the official Supervisor of each Uniform Municipal Election, such that one single Canvassing Board may be empowered to canvass all of the municipal elections held simultaneously on a given day. The municipal clerks would still be qualifying officers for their municipality's candidates.

This is an optional service, and each municipality can make its own determination as to whether they want to designate the Palm Beach County Supervisor of Elections as the official Supervisor of their election. As required under the Florida election laws, at least one (1) member of the Canvassing Board is required to be present during activities such as the pre-election testing of tabulation equipment (the Logic and Accuracy test), opening, tabulation, duplication, and the canvassing of ballots. A municipality may choose to maintain its own Canvassing Board; however, if they choose to do so, the Supervisor of Elections may elect not to serve as a Canvassing Board member for that municipality.

In some municipalities, an election may be required in order to make these changes. The Secretary of State has called for a Special Primary Election on November 2, 2021, for the U.S. House of Representatives District 20 seat. While this district may not include a municipality that would be required to have an election, we will be happy to accommodate a municipality that wishes to do so. (If the municipality is within Congressional District 20, it would also result in a cost savings to that municipality.) Please let the Supervisor of Elections know by July 15, 2021, whether your municipality plans to participate in the November 2, 2021 election. We will not be able to hold an election outside of this date.



Wendy Sartory Link
Palm Beach County Supervisor of Elections
www.pbcelections.org

Again, congratulations on a successful election season. The Palm Beach County Supervisor of Elections looks forward to many future elections in partnership with our local governments.

Sincerely,

Wendy Sartory Link
Supervisor of Elections Palm Beach County

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

WHEREAS, under section 2-14.1 of the City of Lake Worth Beach Code of Ordinances, the qualifying period for the March 2022 municipal election would end on the second Tuesday in December 2021; and

WHEREAS, the Palm Beach County Supervisor of Elections (SOE) has requested that municipalities change their qualifying periods to end no later than the first Friday in December in order to allow the SOE to comply with the time requirement for preparing and mailing out the vote-by-mail ballots; and

WHEREAS, this ordinance proposes to change the City’s qualifying period to commence at noon on the second Tuesday in November and end at noon on the fourth Tuesday in November in order to comply with the SOE’s request; and

WHEREAS, the Commission finds amending the qualifying period as set forth in this ordinance serves a valid public purpose.

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

Section 1. The above recitals are incorporated as true and correct findings of the City of Lake Worth Beach.

Section 2. Section 2-14.1 of the Code of Ordinances is amended to read as follows:

Chapter 2

ADMINISTRATION

* * *

ARTICLE II. ELECTIONS

Sec. 2-14.1. Candidate qualifying period.

Candidates for Mayor or City Commissioner shall file such papers and pay such fees as may be required by law with the City Clerk no earlier than noon on the last second Tuesday in November, nor later than noon on the ~~second~~ fourth Tuesday in ~~December~~ November of the preceding calendar year in which the election is to be held.

Section 3. 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

51 of the ordinance which can be given effect without the invalid provision or application, and
52 to this end the provisions of this ordinance are declared severable.

53
54 Section 4. All ordinances or parts of ordinances in conflict be and the same are hereby
55 repealed.

56
57 Section 5. Section 2 of this ordinance shall be codified.

58
59 Section 6. This ordinance shall become effective ten (10) days after passage.

60
61 The passage of this ordinance on first reading was moved by Commissioner
62 McVoy, seconded by Commissioner Malega, and upon being put to a vote, the vote was
63 as follows:

64		
65	Mayor Betty Resch	AYE
66	Vice Mayor Herman Robinson	AYE
67	Commissioner Sarah Malega	AYE
68	Commissioner Christopher McVoy	AYE
69	Commissioner Kimberly Stokes	AYE

70
71 The Mayor thereupon declared this ordinance duly passed on first reading on the
72 17th day of August 2021.

73
74
75 The passage of this ordinance on second reading was moved by Commissioner
76 _____, seconded by _____, and upon being put to a vote, the
77 vote was as follows:

78	
79	Mayor Betty Resch
80	Vice Mayor Herman Robinson
81	Commissioner Sarah Malega
82	Commissioner Christopher McVoy
83	Commissioner Kimberly Stokes

84
85
86 The Mayor thereupon declared this ordinance duly passed on second reading on
87 the ____ day of _____ 2021.

88
89 LAKE WORTH BEACH CITY COMMISSION

90
91
92 By: _____
93 Betty Resch, Mayor

94 ATTEST:
95
96
97 _____
98 Melissa Ann Coyne, City Clerk

EXECUTIVE BRIEF REGULAR MEETING

AGENDA DATE: September 9, 2021

DEPARTMENT: City Attorney

TITLE:

Approval of the agreement with the Legal Aid Society of PBC, Inc. for legal aid eviction support to benefit Lake Worth Beach residents

SUMMARY:

As part of the American Rescue Plan Act of 2021, the City will be receiving Coronavirus State and Local Fiscal Recovery Funds. The initial deposit of the funds is expected before the end of Fiscal Year 2021. The eviction moratorium was to sunset on July 31, 2021, but has been extended to September 30, 2021. The City would like to enter into a contract for legal aid eviction prevention support to benefit Lake Worth Beach residents using a portion of these funds.

BACKGROUND AND JUSTIFICATION:

The Federal Centers for Disease Control and Prevention (CDC) issued an order preventing evictions that went into effect September 4, 2020. The final extension will expire on September 30, 2021.

The City is seeking to engage in a contractual partnership to benefit Lake Worth Beach residents in need of legal representation and services for eviction prevention. The use of funds was approved unanimously at the August 3, 2021 commission meeting. The item is to approve the contract with the Legal Aid Society of PBC, Inc.

MOTION:

Move to approve the agreement with the Legal Aid Society of PBC, Inc. for legal aid eviction prevention and support to benefit Lake Worth Beach residents.

ATTACHMENT(S):

Fiscal Impact Analysis
Agreement
Exhibit A

**CITY OF LAKE WORTH BEACH
SUB-GRANT AGREEMENT**

THIS AGREEMENT (“Agreement”) is made as of the _____ day of _____, 2021, by and between the **City of Lake Worth Beach**, a Florida Municipal Corporation, whose mailing address is 7 North Dixie Highway, Lake Worth Beach, Florida 33460 (“City”) and **Legal Aid Society of Palm Beach County, Inc.**, a not for profit corporation authorized to do business in the State of Florida, whose mailing address is 423 Fern Street, Suite 200, West Palm Beach, Florida 33401 (“Legal Aid”), whose Federal Tax ID is 59-6046994.

WHEREAS, on March 11, 2021, the American Rescue Plan Act of 2021 (Public Law No. 117-2) (“ARPA”) was enacted into law; and

WHEREAS, the City has been notified that it will receive funding to implement ARPA; and

WHEREAS, the City has decided to contract with Legal Aid, as a sub-grantee under ARPA, to provide assistance to tenants who reside in Lake Worth Beach Beach and who are at risk of being evicted (“the Project”); and

WHEREAS, Legal Aid has agreed to be a sub-recipient of ARPA funds from the City and to properly account for the expenditure of said funds.

NOW, THEREFORE, in consideration of the mutual promises contained in this Agreement, the City and Legal Aid agree as follows:

SECTION 1 – SCOPE OF SERVICES

Legal Aid agrees to provide legal assistance services under the American Rescue Plan (ARPA) to eligible Lake Worth Beach Beach tenants experiencing the risk of eviction and/or homelessness, as set forth in the attached 2021 Tenant Legal Assistance Program Scope of Work and Services (Exhibit “A”), and in Section 2 of this Agreement.

SECTION 2 – COMPENSATION

A. The City will pay Legal Aid \$550 for each unit of unduplicated eviction representation for tenants for ARPA eligible Lake Worth Beach Beach residents, up to a total of 75 units, for a total of \$41,250.

B. Legal Aid will present, on a quarterly basis, five (5) workshops for landlords to assist in preventing evictions, assisting in establishing a cooperative relationship between landlords and tenants and to educate landlords regarding small business economic assistance programs to assist in preventing evictions. The City will pay Legal Aid \$300 for each such workshop, up to a total of \$1,500.

C. Legal Aid will present, on a quarterly basis, five (5) workshops for tenants to assist in preventing evictions, assisting in establishing a cooperative relationship between landlords and tenants, and to educate tenants regarding household assistance programs to assist in preventing evictions. The City will pay Legal Aid \$300 for each such workshop, up to a total of \$1,500.

D. The City will reimburse Legal Aid, up to a total of \$5,750 for costs incurred in defending eviction proceedings, including: court costs; court reporter fees; subpoena fees; and similar fees, incurred in representing tenants as set forth in Section 2A.

E. The total compensation to be paid to Legal Aid under this Agreement (including all amendments thereto) shall not exceed \$50,000 unless an amendment to this Agreement is approved by the City Commission and executed by the Mayor and City Clerk. However, this is a non-exclusive Agreement and the City does not guarantee any level or amount of services hereunder or that the City will not terminate this Agreement before all services are utilized. The City's obligation to make payments to Legal Aid under the Agreement is limited to eligible ARPA payments received by the City.

SECTION 3 – TERMINATION

Either the City or the Legal Aid may terminate this Agreement at any time upon written notice to the other. Termination of this Agreement shall not affect any rights, obligations, and liabilities of the parties arising out of transactions which occurred prior to termination.

SECTION 4 – SUB-GRANTEE'S OBLIGATIONS

As an ARPA Sub-Grantee, Legal Aid agrees to comply with ARPA Rules, Regulations and Requirements. Any and all notifications, reports or other documentation shall be prepared and timely submitted to the City in order for the City to timely provide such notifications, reports or other documentation to comply with ARPA. All terms and conditions of ARPA Funding applicable to the City are applicable and enforceable by the City against Legal Aid.

The Project is being funded in whole by the American Rescue Plan Act. The parties anticipate that the City will be entering into a contract for the ARPA funds, which includes the Requirements for Federally Funded Projects ("Grant Agreement"). Legal Aid shall abide by all requirements and obligations imposed on the City under the Grant Agreement. This includes, but is not limited to, Legal Aid abiding by all federal requirements; conditions of payment; reports; audits; prior written approvals; termination; and, all requirements in the Requirements for Federally Funded Projects. If the Grant Agreement is terminated for any reason, this Contract and the Contract Documents will also be terminated unless agreed in writing by the City and Legal Aid to be extended. Legal Aid will also provide any additional activity information or statistics that may be requested by the City or to comply with ARPA.

SECTION 5 – REMEDIES

This Agreement shall be governed by the laws of the State of Florida. Any and all legal action necessary to enforce the Agreement will be held in Palm Beach County, Florida. 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.

SECTION 6 – WAIVER OF JURY TRIAL AND ENFORCEMENT COSTS

WAIVER OF JURY TRIAL. 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.

If any legal action or other proceeding is brought for the enforcement of the Agreement, or because of an alleged dispute, breach, default or misrepresentation in connection with any provisions of the Agreement, the parties agree that each party shall be responsible for its own attorney's fees.

SECTION 7 - AUTHORITY TO PRACTICE

Legal Aid hereby represents and warrants that it has and will continue to maintain all licenses and approvals required to conduct its business, and that it will at all times conduct its business activities in a reputable manner and in accordance with applicable law. Proof of such licenses and approvals shall be submitted to the City upon request.

SECTION 8 – SEVERABILITY

If any term or provision of the Agreement, or the application thereof to any person or circumstances shall, to any extent, be held invalid or unenforceable, the remainder of the Agreement, or the application of such terms or provision, to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected, and every other term and provision of the Agreement shall be deemed valid and enforceable to the extent permitted by law.

SECTION 9 - PUBLIC ENTITY CRIMES

As provided in Sections 287.132-133, Florida Statutes, as amended from time to time, by entering into the Agreement, Legal Aid certifies that it, its affiliates, suppliers, subcontractors and any other entity who will perform hereunder, have not been placed on the convicted vendor list maintained by the State of Florida Department of Management Services within the thirty-six (36) months immediately preceding the date hereof.

SECTION 10 - ENTIRETY OF CONTRACTUAL AGREEMENT

The City and Legal Aid agree that this Agreement sets forth the entire contract between the parties with respect to the Scope of Services described in Section 1, and that there are no promises or understandings other than those stated herein. None of the provisions, terms and conditions contained in this Agreement may be added to, modified, superseded or otherwise altered, except by written instrument executed by the parties hereto.

SECTION 11 – WAIVER

Failure of either party to enforce or exercise any right(s) under the Agreement shall not be deemed a waiver of either party's right to enforce or exercise said right(s) at any time thereafter.

SECTION 12 – COMPLIANCE

Each of the parties agrees to perform its obligations under the Agreement in conformance with all laws, regulations and administrative instructions that relate to the parties' performance of the

Agreement. In the event that either party becomes aware of a possible violation of law, regulation or administrative instruction that might affect the validity or legality of the services provided under the Agreement, such party shall immediately notify the other party and the parties shall agree on appropriate corrective action. In the event either party becomes aware that any investigation or proceeding has been initiated with respect to any of the services provided hereunder, such party shall immediately notify the other party.

SECTION 13 – EFFECTIVENESS, COUNTERPARTS AND PALM BEACH COUNTY IG

This Agreement shall not become effective until approved by the City Commission. This Agreement 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 Agreement.

This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, and will become effective and binding on the City and Legal Aid at such time as both have executed a counterpart of this Agreement.

In accordance with Palm Beach County ordinance number 2011-009, this Agreement may be subject to investigation and/or audit by the Palm Beach County Inspector General. Legal Aid should review Palm Beach County ordinance number 2011-009 in order to be aware of its rights and/or obligations under such ordinance and as applicable.

SECTION 14 – INDEPENDENT CONTRACTOR

No relationship of employer or employee is created by this Agreement, it being understood that Legal Aid will act hereunder as an independent contractors and none of the Legal Aid's, officers, directors, employees, representatives or agents performing services for Legal Aid pursuant to this Agreement shall have any claim against the City for compensation of any kind under this Agreement. The relationship between the City and Legal Aid is that of independent entities, and neither shall be considered a joint venturer, partner, employee, agent, representative or other relationship of the other for any purpose expressly or by implication.

SECTION 15 –INVOICING

Legal Aid shall render monthly invoices to the City for services that have been rendered in conformity with this Agreement in the previous month. Invoices shall be submitted by the 10th day of the Month. Invoices will normally be paid within thirty (30) days following the City's receipt of Legal Aid's invoice.

All invoices must be submitted to the Financial Services Department, 7 North Dixie Highway, Lake Worth Beach, FL 33460, on a monthly basis for review and approval prior to payment. Invoices should be itemized to specifically and concisely identify each task performed and should reflect the actual time spent on each task.

SECTION 16 - INSURANCE

The Legal Aid shall maintain during the term of this Agreement all insurance coverage as required hereunder. Such insurance policy(s) shall be issued by the United States Treasury or insurance carriers approved and authorized to do business in the State of Florida, and who must have

a rating of no less than “excellent” by A.M. Best or as mutually agreed upon by the City and the Legal Aid.

<u>Type of Coverage</u>	<u>Amount of Coverage</u>
Professional liability/ Errors and Omissions	\$300,000 annual aggregate
Commercial General Liability Insurance	\$1,000,000 per occurrence \$2,000,000 aggregate
Automobile Liability (optional /per case basis)	\$1,000,000 combined Single Limit
Workers’ Compensation	Must be in accordance with State and Federal Laws (no minimum amount)

Proof of all insurance coverage shall be furnished to the City by way of an endorsement to same or certificate of insurance upon request by the City. The City shall be identified as an “Additional Insured” on general and auto liability. Failure to comply with the foregoing requirements shall not relieve Legal Aid of its liability and obligations under this Agreement.

SECTION 17 – E-VERIFY

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

- a. Register with and use the E-Verify system to verify the work authorization status of all newly hired employees and require all subcontractor (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, Legal Aid 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.

SECTION 18 – SCRUTINIZED COMPANIES

- a. Legal Aid 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 Legal Aid or any of its subcontractors are found to have submitted a false certification; or if Legal Aid 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, Legal Aid 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 Legal Aid, or any of its subcontractors are found to have submitted a false certification; or if Legal Aid 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. Legal Aid agrees to observe the above requirements for applicable subcontracts entered into for the performance of work under this Agreement.
- d. Legal Aid 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. Legal Aid agrees that if it or any of its subcontractors' status changes in regards to any certification herein, Legal Aid 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.

SECTION 19 – PUBLIC RECORDS

Legal Aid shall comply with Florida's Public Records Act, Chapter 119, Florida Statutes, and, if determined to be acting on behalf of the City as provided under section 119.011(2), Florida Statutes, specifically agrees to:

- a. Keep and maintain public records required by the City to perform the service.
- b. Upon request from the City's custodian of public records or designee, 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 Chapter 119, Florida Statutes, or as otherwise provided by law.
- c. 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 this Agreement and following completion of this Agreement if the Legal Aid does not transfer the records to the City.
- d. Upon completion of this Agreement, transfer, at no cost, to the City all public records in possession of Legal Aid or keep and maintain public records required by the City to perform the service. If Legal Aid transfers all public records to the City upon completion of the Agreement, Legal Aid shall destroy any duplicate public records that are exempt

or confidential and exempt from public records disclosure requirements. If Legal Aid keeps and maintains public records upon completion of the Agreement, Legal Aid 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 or designee, in a format that is compatible with the information technology systems of the City.

IF LEGAL AID HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO LEGAL AID'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS OR DESIGNEE AT (561) 586-1660, cityclerk@lakeworthbeachfl.gov, or 7 North Dixie Highway, Lake Worth Beach, FL 33460.

IN WITNESS WHEREOF, the parties hereto have caused this Sub-Grant Agreement to be executed as of the day and year set forth above.

CITY OF LAKE WORTH BEACH

By: _____
Betty Resch, Mayor

ATTEST:

By: _____
Melissa Ann Coyne, City Clerk

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY

By: _____
Glen J. Torcivia, City Attorney

APPROVED FOR FINANCIAL
SUFFICIENCY

By: _____
Bruce T. Miller, Financial Services Director

**LEGAL AID SOCIETY OF PALM BEACH
COUNTY, INC.**

By: _____
Robert A. Bertisch, Executive Director

[Corporate Seal]

2021 TENANT LEGAL ASSISTANCE PROGRAM SCOPE OF WORK AND SERVICES

The Tenant Legal Assistance Program is designed to respond to the housing crisis created by the COVID-19 Pandemic. For many property owners and tenants, the COVID-19 Pandemic has impacted the tenants' ability to keep up with their rental payments and landlords have been left without necessary income to sustain their investments.

Legal Aid Society of Palm Beach County will perform the following services:

- Provide a dedicated phone intake extension and hotline for residents of Lake Worth Beach who have landlord tenant matters and are facing eviction.
- Provide advice and counsel to tenants who have questions regarding their rights as a tenant.
- Provide pro se assistance to tenants who need assistance preparing an Answer, Motion to Dismiss and/or Motion to Determine Rent.
- Provide legal representation to tenants who have been served with a Summons and Eviction Complaint. Legal representation will include drafting of an Answer, Motion to Dismiss, Motion to Determine Rent and related pleadings to defend the Eviction lawsuit. Staff will provide representation at all hearings, case management conferences and mediations.
- Assist tenants with access to rental assistance programs.

The Goals of our services will be to:

- Prevent nonpayment of rent issues directly related to the COVID-19 Pandemic from going to Eviction Court.
- Reduce damage to tenant's rental history and credit by intervening before a lawsuit is initiated.
- Create a cooperative relationship between landlord and tenant.
- Give landlords and tenants structured communication channels to discuss non-payment of rent issues with the goal of achieving an amicable settlement between the parties.

Legal Aid Society of Palm Beach County will assist clients who meet the following criteria with legal assistance to prevent homelessness:

- Reside within the city limits of Lake Worth Beach (zip codes 33460 and 33461);
- Meet gross annual incomes at or below eighty percent (80%) AMI limits prior to COVID-19;
- Provide documentation to evidence eligibility for unemployment, have experienced a reduction of household income, incurred significant costs, or experienced financial hardship due to COVID-19 that contributed to the missed rental payments;
- Or in the alternative, provide documentation that the tenant has been indirectly financially impacted by the COVID-19 pandemic.

Number Served: Up to 75 Unduplicated Clients

EXECUTIVE BRIEF REGULAR MEETING

AGENDA DATE: September 9, 2021

DEPARTMENT: Water Utility

TITLE:

Interlocal Agreement between Palm Beach County and City of Lake Worth Beach for utility adjustments for the 6th Ave South over Lake Osborne Drive Roadway project

SUMMARY:

Interlocal Agreement authorizes joint participation and project funding between Palm Beach County and City of Lake Worth Beach for the construction of utility adjustments for 6th Ave South over Lake Osborne Drive Project for a total cost of \$149,956.76.

BACKGROUND AND JUSTIFICATION:

Palm Beach County has designed a roadway with drainage improvements as well as a replacement bridge on 6th Ave S between Congress Ave and Grove Street. Several of the drainage and roadway improvement will be in conflict with existing water distribution mains that are owned by the City but located in the County right of ways. These mains must be relocated to allow for the construction of the road improvements. The City staff prepared a relocation plan along with a bid item list and County included this information with their advertisement for construction bid.

The County received three bids for the project with Ranger Construction Industries, Inc as the lowest responsive, responsible bidder. Ranger Construction bid the City work at total of \$115,351.35. The project has a 30% contingency value of \$34,605.41 that will be available for unforeseen conditions or minor utility changes. The total, not to exceed value of the interlocal agreement is \$149,965.76. City must reimburse the County within 30 days of the submission of an invoice for completed utility work.

MOTION:

Move to approve/disapprove Interlocal Agreement between Palm Beach County and City of Lake Worth Beach for utility adjustments for the 6th Ave South over Lake Osborne Drive Roadway project for a total cost of \$149,965.76.

ATTACHMENT(S):

Fiscal Impact Analysis

Interlocal Agreement (the Bid Tabulation referenced as Exhibit A is available upon request)



**Department of Engineering
and Public Works**

P.O. Box 21229
West Palm Beach, FL 33416-1229
(561) 684-4000
FAX: (561) 684-4050
www.pbcgov.com



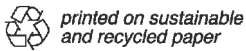
**Palm Beach County
Board of County
Commissioners**

- Dave Kerner, Mayor
- Robert S. Weinroth, Vice Mayor
- Maria G. Marino
- Gregg K. Weiss
- Maria Sachs
- Melissa McKinlay
- Mack Bernard

County Administrator

Verdenia C. Baker

"An Equal Opportunity
Affirmative Action Employer"



August 6, 2021

Mr. Brian Shields, P.E., Water Utilities Director
Utility Services Department, City of Lake Worth Beach
301 Collage Street
Lake Worth Beach, FL 33460

**RE: Joint Project Participation / Funding Agreement in Construction of
6th Ave. South over Lake Osborne Dr.
Palm Beach County Project No. 2015508**

Dear Mr. Shields:

Enclosed herewith are three original joint project participation/funding agreements for City of Lake Worth Beach utility work in the amount of \$149,956.76 on the referenced project. Ranger Construction Industries, Inc. was the lowest responsive, responsible bidder.

The contract for the amount of \$11,074,000.00 is anticipated to be awarded by the Board of County Commissioners on September 14, 2021.

Please review and request the City's authorized personnel sign the agreements and **return all three originals** to our office for processing.

If you have any questions regarding this matter, please feel free to contact this office.

Sincerely,

Morton L. Rose, P.E., Director
Roadway Production Division
Palm Beach County Engineering & Public Works

MLR: DLY: SR:

Enclosure: Original Agreement (3 Copies) Exhibit "A" & "B"

pc: David L. Ricks, P.E., County Engineer
Albert Hoffman, Director, Construction Coordination Division
Johnathan Blanco, Fiscal Manager, Administrative Services Division

ec: Morton L. Rose P.E., Director - Roadway Production Division
Kathleen Farrell, P.E., Assistant Director - Roadway Production Division
Will Carey, P.E., Project Manager - Roadway Production Division
Liz Herman, Assistant County Attorney

File: Project # 20155508

F:\ROADWAY\UTILITY COORDINATION\2015508_6th Ave Manor to Wright\City Cover Ltr.doc

**INTERLOCAL AGREEMENT BETWEEN PALM BEACH COUNTY, FLORIDA
AND
CITY OF LAKE WORTH BEACH
FOR JOINT PARTICIPATION AND PROJECT FUNDING
FOR CONSTRUCTION OF UTILITY ADJUSTMENTS FOR
6TH AVENUE SOUTH OVER LAKE OSBORNE DRIVE
PALM BEACH COUNTY PROJECT NO. 2015508**

THIS Interlocal Agreement, (AGREEMENT), for roadway improvements to 6th Avenue south over Lake Osborne Dr. (PROJECT), is made as of the _____ day of _____, 2021, by and between Palm Beach County, a political subdivision of the State of Florida, by and through its Board of County Commissioners (COUNTY) and the City of Lake Worth Beach, an interlocal government entity existing under the laws of Florida, (hereinafter "CITY"), each one constituting a public agency defined in Part I of Chapter 163, Florida Statutes (individually Party and collectively Parties).

WHEREAS, Section 163.01, Florida Statutes, authorizes local governments to make the most efficient use of their powers by enabling them to cooperate with other localities on a basis of mutual advantage, thereby providing services and facilities that will harmonize geographic, economic, population, and other factors influencing the needs and development of local communities; and

WHEREAS, Part I of Chapter 163, Florida Statutes, permits public agencies as defined therein to enter into Interlocal Agreements with each other to jointly exercise any power, privilege, or authority which such agencies share in common and which each might exercise separately; and

WHEREAS, the CITY has requested the COUNTY to construct water main and associated appurtenance adjustments to the CITY'S system (UTILITY WORK) within the limits of the PROJECT; and

WHEREAS, the COUNTY and the CITY desire to jointly participate in the UTILITY WORK ; and

WHEREAS, both COUNTY and CITY declare that it is in the public interest that the UTILITY WORK be constructed with the PROJECT; and

NOW, THEREFORE, in consideration of the mutual covenants, promises, and representations contained herein, the Parties agree as follows:

Section 1. Recitals.

The above recitals are true and correct and are incorporated herein.

Section 2. COUNTY Responsibilities:

- A. COUNTY shall provide construction and administrative services to the PROJECT as more specifically described in the Bid Documents for Palm Beach County Project No. 2015508 (Exhibit "A"). Said Bid Documents include the UTILITY WORK as shown in CITY prepared Utility Matrix, Applicable Technical Specifications, Standard Construction Details, and Approved Product List.
- B. COUNTY shall obtain written approval from the CITY's designated representative, _____ (CITY REPRESENTATIVE), in advance of COUNTY approving any change order, which change order would result in any cost attributable to the UTILITY WORK exceeding the total cost amount in Section 3.A. below. CITY's approval shall not be unreasonably withheld.
- C. COUNTY shall secure all necessary easements and permits required for PROJECT.
- D. COUNTY shall publicly bid, administer, construct and inspect the PROJECT and UTILITY WORK in accordance with the Bid Documents and Exhibit "A".
- E. COUNTY shall require the contractor to provide a Public Construction Bond in an amount equal to the contractor's bid for the PROJECT and the UTILITY WORK.

Section 3. CITY's Responsibilities:

- A. CITY shall reimburse COUNTY a total estimated cost including 30% contingency of **One Hundred Forty Nine Thousand Nine Hundred Fifty Six Dollars and Seventy Six Cents (\$149,956.76)**, provided COUNTY performs pursuant to the terms and conditions of this Agreement for all UTILITY WORK in accordance with the Bid Tabulation (Exhibit "A") and cost summary (Exhibit "B"). CITY hereby authorizes and delegates the authority to approve any change orders, invoices, and associated documents related to this AGREEMENT, to the CITY REPRESENTATIVE. Any cost exceeding this amount attributable to CITY's Utility Items shall be paid by the CITY.
- B. Costs shall be based upon actual contract costs using contract unit prices and actual constructed quantities, said quantities being measured by the COUNTY with concurrence by the CITY REPRESENTATIVE.
- C. Upon completion of the PROJECT and the UTILITY WORK, the CITY shall repair and maintain the UTILITY WORK, at CITY'S expense.

Section 4. Payments/Invoicing and Reimbursement:

The COUNTY will invoice the CITY on a periodic basis during construction of the PROJECT and the UTILITY WORK. The CITY agrees to provide to COUNTY payment for documented costs for the UTILITY WORK in the amount established in Section 3.A. COUNTY shall submit all invoices to the CITY identifying the UTILITY WORK, including COUNTY'S total expenditure for the PROJECT, and identifying the amount attributable to the UTILITY WORK under Exhibit "A". COUNTY shall supply any further documentation such as copies of paid receipts, canceled

checks, invoices and other documents deemed necessary by the CITY within seven (7) calendar days of request by the CITY. Invoices received from COUNTY will be reviewed and approved by the CITY REPRESENTATIVE to ensure that expenditures have been made in conformity with this AGREEMENT. Upon COUNTY'S submission of acceptable documents needed to substantiate its costs for the UTILITY WORK, CITY will provide said payment to COUNTY on a reimbursement basis within thirty (30) days of receipt of all required documents. In no event shall the CITY provide advance payment to the COUNTY.

The PROJECT and the UTILITY WORK will be administered by the COUNTY. Only those costs incurred by the COUNTY relating to the UTILITY WORK are eligible for reimbursement by the CITY pursuant to the terms and conditions hereof. In the event the COUNTY ceases or suspends the PROJECT or the UTILITY WORK for any reason, the CITY will reimburse the COUNTY for the UTILITY WORK completed as of the date the COUNTY suspends the UTILITY WORK. Any remaining unpaid portion of this AGREEMENT shall be retained by the CITY and the CITY shall have no further obligation to honor reimbursement requests submitted by the COUNTY.

Section 5. Access and Audits:

COUNTY and CITY shall maintain adequate records to justify all charges, expenses and costs incurred in performing the PROJECT and the UTILITY WORK for at least five (5) years after completion or termination of this AGREEMENT. Each Party shall have access to such books, records, and documents as required in this section for the purpose of inspection or audit during normal business hours, at the other Parties place of business. In the event any work is subcontracted by COUNTY, COUNTY shall similarly require each contractor and subcontractor to maintain and allow access to such records for audit purposes.

Section 6. Independent Contractor:

COUNTY and the CITY are and shall be, in the performance of all work, services and activities under this AGREEMENT Independent Contractors and not employees, agents or servants of the other Party. All COUNTY employees engaged in the work or services performed pursuant to this AGREEMENT shall at all times, and in all places, be subject to COUNTY'S sole direction, supervision, and control. All CITY employees engaged in the work or services performed pursuant to this AGREEMENT shall at all times, and in all places, be subject to CITY's sole direction, supervision, and control. The Parties shall exercise control over the means and manner in which it and its employees perform the work, and in all respects the Parties relationship and the relationship of its employees to the other Party shall be that of an Independent Contractor and not as employees or agents of the other.

Neither COUNTY nor the CITY have the power or authority to bind the other in any promise, agreement or representation.

Section 7. Personnel:

COUNTY represents that it has, or will secure at its own expense, all necessary personnel required to perform the services under this AGREEMENT. Such personnel shall not be employees of or have any contractual relationship with the CITY.

All of the services required hereinunder shall be performed by COUNTY or its contractor, and personnel engaged in performing the services shall be fully qualified and, if required, authorized or permitted under state and local law to perform such services.

All of COUNTY'S personnel, contractors and all subcontractors while on COUNTY premises will conduct themselves in an acceptable manner and follow acceptable safety and security procedures.

Section 8. Indemnification:

The CITY and COUNTY recognize their liability for certain tortious acts of its agents, officers, employees and invitees to the extent and limits provided in Section 768.28, Florida Statutes. To the extent permitted by law, the CITY and COUNTY shall indemnify, defend and hold the other harmless against any actions, claims and damages arising out of their own negligence in connection with the PROJECT and the UTILITY WORK and the use of the funds provided under this AGREEMENT. The foregoing indemnification shall not constitute a waiver of sovereign immunity beyond the limits set forth in Section 768.28, Florida Statutes, nor shall the same be construed to constitute an agreement by the CITY or COUNTY to indemnify each other for sole negligence, or willful or intentional acts of the other. The foregoing indemnification shall survive termination of this AGREEMENT.

No provision of this AGREEMENT is intended to, or shall be construed to, create any third party beneficiary or to provide any rights to any person or entity not a party to this AGREEMENT, including but not limited to any citizen or employees of the COUNTY and/or CITY.

Section 9. Annual Appropriation:

All provisions of this AGREEMENT calling for the expenditure of ad valorem tax money by either the COUNTY or the CITY are subject to annual budgetary funding and should either Party involuntarily fail to fund any of their respective obligations pursuant to the AGREEMENT, this AGREEMENT may be terminated. However, once the PROJECT and the UTILITY WORK have been awarded to the contractor, it shall be prosecuted to completion and this AGREEMENT shall be binding upon the Parties and neither Party shall have the right to terminate the subject AGREEMENT for the reason that sufficient funds are not available.

Section 10. Breach and Opportunity to Cure:

The Parties expressly covenant and agree that in the event either Party is in default of its obligations under this AGREEMENT, each Party shall have thirty (30) days written notice before exercising any of its rights.

Section 11. Enforcement Costs:

Any costs or expenses (including reasonable attorney's fees) associated with the enforcement of the terms and conditions of this AGREEMENT shall be borne by the respective Parties.

Section 12. Notice:

Except as otherwise provided herein, all notices required to be given under this AGREEMENT shall be in writing, and deemed sufficient to each Party when sent by United States Mail, postage prepaid, or hand delivery, to the following:

All notice to the CITY shall be sent to:

City of Lake Worth Beach
Brian Shields, P.E. Water Utilities Director
301 College Street
Lake Worth Beach, FL 33460

All notice to the COUNTY shall be sent to:

Morton L. Rose, P.E., Director
Palm Beach County Engineering & Public Works
Roadway Production Division
P.O. Box 21229
West Palm Beach, FL 33416-1229

Section 13. Modification and Amendment:

Except as provided in Sections 2 and 3, and as expressly permitted herein to the contrary, no modification, amendment or alteration in the terms or conditions contained herein shall be effective unless contained in a written document executed with the same formality and equality of dignity herewith.

Section 14. Remedies:

This AGREEMENT shall be governed by the laws of the State of Florida. Any legal action necessary to enforce this AGREEMENT will be held in a court of competent jurisdiction located in Palm Beach County, Florida. 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 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.

Section 15. No Waiver:

Any waiver by either Party of its rights with respect to a default under this AGREEMENT, or with respect to any other matters arising in connection with this AGREEMENT, shall not be deemed a waiver with respect to any subsequent default or other matter. The failure of either Party to enforce strict performance by the other Party of any of the provisions of this AGREEMENT or to exercise any rights under this AGREEMENT shall not be construed as a waiver or relinquishment to any extent of such Party's right to assert or rely upon any such provisions or rights in that or any other instance.

Section 16. Joint Preparation:

The preparation of this AGREEMENT has been a joint effort of the Parties, and the resulting document shall not, solely as a matter of judicial constraint, be construed more severely against one of the Parties than the other.

Section 17. Non-Discrimination:

COUNTY and CITY agree that both Parties shall not conduct business with nor appropriate any funds for any organization or entity that practices discrimination on the basis of race, color, national origin, religion, ancestry, sex, age, familial status, marital status, sexual orientation, gender identity or expression, disability, or genetic information. COUNTY will ensure that all contracts let for the PROJECT and the UTILITY WORK pursuant to the terms of this AGREEMENT will contain a similar non-discrimination clause.

Section 18. Execution:

This AGREEMENT may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

Section 19. Filing:

A copy of this AGREEMENT shall be filed with the Clerk of the Circuit Court in and for Palm Beach County, Florida.

Section 20. Termination:

This AGREEMENT may be terminated by either Party upon sixty (60) days written notice to the other Party, provided the written notice is delivered to the other party prior to the date the PROJECT commenced, and such termination shall be effective upon expiration of the notice period even in the event the termination date is subsequent to the commencement of the PROJECT. Except as provided in the prior sentence, once the PROJECT has commenced, it shall be prosecuted to completion and this AGREEMENT shall be binding upon the Parties and neither Party shall have the right to terminate the subject AGREEMENT.

Section 21. Compliance with Codes and Laws:

COUNTY and CITY shall abide by all applicable federal, state and local laws, orders, rules and regulations when performing under this AGREEMENT. COUNTY and CITY further agree to include this provision in all subcontracts issued as a result of this AGREEMENT.

Section 22. Office of the Inspector General:

Palm Beach County has established the Office of the Inspector General in Palm Beach County Code, Section 2-421 - 2-440, as may be amended. The Inspector General's authority includes but is not limited to the power to review past, present and proposed County contracts, transactions, accounts and records, to require the production of records, and to audit, investigate, monitor, and inspect the activities of the contractor, its officers, agents, employees,

and lobbyists in order to ensure compliance with contract requirements and detect corruption and fraud. Failure to cooperate with the Inspector General or interfering with or impeding any investigation shall be in violation of Palm Beach County Code, Section 2-421 - 2-440, and punished pursuant to Section 125.69, Florida Statutes, in the same manner as a second degree misdemeanor.

Section 23. Public Entity Crime Certification:

As provided in F.S. 287.132-133, by entering into this AGREEMENT or performing any work in furtherance hereof, COUNTY shall have its contractors certify that it, its affiliates, suppliers, subcontractors and consultants who will perform hereunder, have not been placed on the convicted vendor list maintained by the State of Florida Department of Management Services within the 36 months immediately preceding the date hereof. This notice is required by F.S. 287.133 (3) (a).

Section 24. Severability:

If any term or provision of this AGREEMENT, or the application thereof to any person or circumstances shall, to any extent, be held invalid or unenforceable, the remainder of this AGREEMENT, or the application of such terms or provision, to persons or circumstances other than those as to which it is held invalid or unenforceable, 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.

Section 25. Entirety of Agreement:

COUNTY and CITY agree that this AGREEMENT sets forth the entire AGREEMENT between the Parties, and there are no promises or understandings other than those stated herein.

Section 26. Survival:

The obligations, rights, and remedies of the Parties hereunder, which by their nature survive the termination of this AGREEMENT or the completion of the PROJECT and UTILITY WORK, shall survive such termination or PROJECT or UTILITY WORK completion and inure to the benefit of the Parties.

Section 27. Term:

The term of this AGREEMENT shall be effective on the date of execution of this AGREEMENT by both Parties.

City of Lake Worth Beach Construction Agreement

IN WITNESS WHEREOF, the Board of County Commissioners of Palm Beach County, Florida has made and executed this Contract on behalf of the COUNTY and the CITY has hereunto set its hand the day and year above written.

CITY OF LAKE WORTH BEACH

BY: _____
Betty Resch, Mayor

ATTEST:

BY: _____
Melissa 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

(SIGNATURE PAGES CONTINUED)

(SIGNATURE PAGES CONTINUED)

APPROVED AS TO TERMS
AND CONDITIONS

514
KFSR
By: 
Morton Rose, P.E., Director
Roadway Production Division

PALM BEACH COUNTY, FLORIDA,

BY: _____
David L. Ricks, P.E.,
County Engineer

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY

BY: *Elizabeth B. Herman*
Assistant County Attorney

City of Lake Worth Beach

PROJECT NAME: 6th Avenue South over Lake Osborn Dr.

PROJECT NUMBER: 2015508

CONTRACTOR: Ranger Construction Industries, Inc.

ITEM	QUANTITY /UNITS	UNIT PRICE	AMOUNT
Lake Worth Beach Utility Items			
126	W-1 10" PVC Watermain (Sta 122+56 to Sta 124+47; Sta 124+67 to 126+34) 370.0 LF	\$89.95	\$33,281.50
127	W-2 10" DIP Watermain (Sta 124+47 to 124+67) 20.0 LF	\$237.25	\$4,745.00
128	W-3 10" Gate Valves 2.0 EA	\$2,439.40	\$4,878.80
129	W-4 10" Line Stop 1.0 EA	\$5,920.50	\$5,920.50
130	W-5 16" Line Stop 1.0 EA	\$11,285.30	\$11,285.30
131	W-6 Sample Points (STA 122+56 & 126+34) 2.0 EA	\$622.05	\$1,244.10
132	W-7 10" DIP Watermain Vertical/Horizontal Adjustment (Sta 119+36 to 119+64) 1.0 LS	\$10,693.20	\$10,693.20
133	W-8 16" PVC Watermain Vertical Deflection (Sta 120+09 to 120+37) 1.0 LS	\$15,343.10	\$15,343.10
134	W-9 16" PVC Watermain Vertical Deflection (Sta 124+14.25 to 124+52.5) 1.0 LS	\$16,798.90	\$16,798.90
135	W-10 Abandon and remove existing 10" CIP Watermain 375.0 LF	\$13.80	\$5,175.00

<u>ITEM</u>	<u>QUANTITY / UNITS</u>	<u>UNIT PRICE</u>	<u>AMOUNT</u>
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136	W-11 As-buits of Line items 127 to 135 1.0 LS	\$5,985.95	\$5,985.95
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City of Lake Worth Beach Utility Subtotal **\$ 115,351.35**

GRAND TOTAL **\$ 115,351.35**

City of Lake Worth Beach Grand Total Plus 30% Contingency **\$149,956.76**

EXECUTIVE BRIEF REGULAR MEETING

AGENDA DATE: September 9, 2021

DEPARTMENT: Community Sustainability

TITLE:

Agreement with NZ Consultants for planning, zoning and historic preservation professional services

SUMMARY:

Through a competitive bid process, NZ Consultants is being recommended to provide continuing services regarding professional planning, zoning and historic preservation as needed for a period of three (3) years with two (2) additional one (1) year extensions beginning in Fiscal Year 2022

BACKGROUND AND JUSTIFICATION:

Through RFP21-207, the Community Sustainability and the Financial Services Department requested proposals from qualified firms to provide professional planning, zoning and historic preservation services. It is the intention of the City to enter into a long-term agreement for these services for three (3) years initially and with two (2) possible one (1) year extensions

The purpose of the agreement is to provide professional services to augment the current planning, zoning and historic preservation staff capacity and resources as needed. Special projects under consideration are neighborhood planning, comprehensive plan updates as well as general planning services should project demands warrant additional resources.

The City received 5 responses on July 14, 2021. The Evaluation Committee comprised of management representatives from Community Sustainability evaluated the 5 proposals. The proposal from NZ Consultants was the highest scoring responsive and responsible respondent and is being recommended for an award. The agreement will commence on October 1, 2021, if approved, and will cover services to be provided during Fiscal Year 2022. Expenditures for future fiscal years will be presented to the commission for approval.

MOTION:

Move to approve/disapprove the Agreement with NZ Consultants for professional planning, zoning and historic preservation services for Fiscal Year 2022 with an annual cost not to exceed \$75,000 annually.

ATTACHMENT(S):

Fiscal Impact Analysis
Agreement
Review Matrix
RFP21-207

PROFESSIONAL SERVICES AGREEMENT
(PLANNING, ZONING AND HISTORIC PRESERVATION
PROFESSIONAL SERVICES)

THIS PROFESSIONAL SERVICES AGREEMENT (“Agreement”) is entered on _____, 2021, by and between the **City of Lake Worth Beach**, a Florida municipal corporation (“City”) and **NZ Consultants Inc.**, a corporation authorized to do business in the State of Florida (“Consultant”).

RECITALS

WHEREAS, the City issued a Request for Proposal (No. 21-207) for Planning, Zoning and Historic Preservation professional services to complement the Planning & Preservation Division staff of the City’s Department of Community Sustainability and for the duration of the resulting Agreement (“RFP”); and

WHEREAS, Consultant has provided the City with a written proposal in response to the RFP to provide the services as described and set out in the RFP; and

WHEREAS, the City desires to accept Consultant’s proposal in order for Consultant to render the services to the City as provided herein; and

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

WHEREAS, the purpose of this Agreement is to set forth certain terms and conditions for the provision of services by Consultant to the City.

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained, the sufficiency of which is hereby acknowledged by the parties, the City and Consultant agree as follows:

SECTION 1: INCORPORATION OF RECITALS. The foregoing Recitals are incorporated into this Agreement as true and correct statements.

SECTION 2: CONSULTANT’S SERVICES. The Consultant shall provide Planning, Zoning and Historic Preservation professional services to the City as more specifically described in RFP, which is incorporated herein by reference.

SECTION 3: INDEPENDENT CONTRACTOR RELATIONSHIP. No relationship of employer or employee is created by this Agreement, it being understood that Consultant will act hereunder as an independent contractor and none of Consultant’s, officers, directors, employees, independent contractors, representatives or agents performing services for Consultant pursuant to this Agreement shall have any claim under this Agreement or otherwise against the City for compensation of any kind under this Agreement. The relationship between the City and Consultant is that of independent contractors, and neither shall be considered a joint venturer, partner, employee, agent, representative or other relationship of the other for any purpose expressly or by implication.

SECTION 4: TERM, TIME AND TERMINATION.

a. **Term.** The term of this Agreement shall commence upon the approval of this Agreement by the City Commission and shall be for an initial term of three (3) years unless earlier terminated as stated herein. The parties may extend the term for additional two (2) one-year periods by amendment to this Agreement. The City Manager is authorized to approve an amendment to this Agreement to extend the term as set forth herein.

b. Time for Completion. Time is of the essence in the performance of this Agreement. Consultant shall at all times carry out its duties and responsibilities as expeditiously as possible and in accordance with the schedule as set forth by the City or as otherwise agreed between the parties.

c. Force Majeure. Neither party hereto shall be liable for its failure to perform hereunder due to any circumstances beyond its reasonable control, such as acts of God, wars, riots, national emergencies, sabotage, strikes, labor disputes, accidents, and governmental laws, ordinances, rules, or regulations. The Consultant or City may suspend its performance under this Agreement as a result of a force majeure event without being in default of this Agreement, but upon the removal of such force majeure event, the Consultant or City shall resume its performance as soon as is reasonably possible. Upon the Consultant's request, the City shall consider the facts and extent of any failure to perform the services and, if the Consultant's failure to perform was without its or its sub-consultant's fault or negligence, the schedule and/or any other affected provision of this Agreement may be revised accordingly, subject to the City's rights to change, terminate, or stop any or all of the services at any time. No extension shall be made for delay occurring more than seven (7) days before a notice of delay or claim therefore is made in writing to the City. In the case of continuing cause of delay, only one (1) notice of delay or claim is necessary.

d. Termination without cause. Either party may terminate this Agreement at any time with or without cause by giving not less than one hundred eighty (180) days written notice of termination.

e. Termination for cause. Either party may terminate this Agreement at any time in the event that the other party engages in any act or makes any omission constituting a material breach of any term or condition of this Agreement. The party electing to terminate this Agreement for breach shall provide the other party with written notice specifying the nature of the breach. The party receiving the notice shall then have three (3) business days from the date of the notice in which to remedy the breach. If such corrective action is not taken within three (3) business days, then this Agreement shall terminate at the end of the three (3) business day period without further notice or demand.

f. Early Termination. If this Agreement is terminated before the completion of all services by either party, the Consultant shall:

1. Stop services on the date and to the extent specified including without limitation services of any sub-consultants.
2. Transfer all work in progress, completed work, and other materials related to the terminated services to the City in the format acceptable to City.
3. Continue and complete all parts of the services that have not been terminated.

g. Effect of Termination. Termination of this Agreement shall not affect any rights, obligations, and liabilities of the parties arising out of services provided prior to the date of termination. Notwithstanding the foregoing, the parties acknowledge and agree that the City is a municipal corporation existing under the laws of the State of Florida, and as such, this Agreement (and all Exhibits hereto) are subject to budgeting and appropriation by the City of funds sufficient to pay the costs associated herewith in any fiscal year of the City. Notwithstanding anything in this Agreement to the contrary, in the event that no funds are appropriated or budgeted by the City's governing board in any fiscal year to pay the costs associated with the City's obligations under this Agreement, or in the event the funds budgeted or appropriated are, or are estimated by the City to be, insufficient to pay the costs associated with the City's obligations hereunder in any fiscal period, then the City will notify Consultant of such occurrence and either the City or Consultant may terminate this Agreement by notifying the other in writing, which notice shall specify a date of termination no earlier than twenty-four (24) hours after giving of such notice. Termination in accordance with the preceding sentence shall be without penalty or expense to the City of any kind

whatsoever; however, City shall pay Consultant for all services performed under this Agreement through the date of termination.

SECTION 5: COMPENSATION.

a. Payments. The City agrees to compensate Consultant in accordance with the rate schedule set forth in **Exhibit "A"**; provided that, the total amount to be paid the Consultant under this Agreement shall not exceed Fifty Thousand (\$50,000) annually. The City shall not reimburse Consultant for any additional costs incurred as a direct or indirect result of Consultant providing services to the City under this Agreement and not set forth in **Exhibit "A"**. For additional hourly rate services and related reimbursable expenses, the Consultant must receive prior written approval from the City before providing any services to be charged under the hourly rate.

b. Invoices. The Consultant shall render monthly invoices to the City for services that have been rendered in conformity with this Agreement in the previous month. The invoices shall specify the services performed and the time spent on such work. All reimbursable expenses shall also be clearly identified on the invoice with supporting documentation. Invoices will normally be paid within thirty (30) days following the City's receipt of the Consultant's invoice.

SECTION 6: INDEMNIFICATION. Consultant, its officers, employees and agents shall indemnify and hold harmless the City, including its officers and employees from liabilities, damages, losses, and costs, including but not limited to, reasonable attorney's fees (at the trial and appellate levels), to the extent caused by the negligence of Consultant, its officers, directors, employees, representatives and agents employed or utilized by Consultant in the performance of the services under this Agreement. 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 Consultant, nor shall this Agreement be construed as a waiver of sovereign immunity for the City beyond the waiver provided in section 768.28, Florida Statutes.

SECTION 7: COMPLIANCE AND DISQUALIFICATION. Each of the parties agrees to perform its responsibilities under this Agreement in conformance with all laws, regulations and administrative instructions that relate to the parties' performance of this Agreement.

SECTION 8: PERSONNEL. Consultant represents that it has, or will secure at its own expense, all necessary personnel required to perform the services under this Agreement. Such personnel shall not be employees of or have any contractual relationship with the City. All of the services required hereunder shall be performed by Consultant or under its supervision, and all personnel engaged in performing the services shall be fully qualified and authorized or permitted under federal, state and local law to perform such services.

SECTION 9: SUB-CONSULTANTS. The City reserves the right to accept the use of a sub-consultant or to reject the selection of a particular sub-consultant and approve all qualifications of any sub-consultant in order to make a determination as to the capability of the sub-consultant to perform properly under this Agreement. All sub-consultants providing professional services to Consultant under this Agreement will also be required to provide their own insurance coverage identical to those contained in this Agreement. In the event that a sub-consultant does not have insurance or does not meet the insurance limits as stated in this Agreement, Consultant shall indemnify and hold harmless the City for any claim in excess of the sub-consultant's insurance coverage, arising out of the negligent acts, errors or omissions of the sub-consultant.

SECTION 10: FEDERAL AND STATE TAX. The City is exempt from payment of Florida State Sales and Use Tax. Consultant is not authorized to use the City's Tax Exemption Number.

SECTION 11: INSURANCE. Prior to commencing any services, Consultant shall provide proof of insurance coverage as required hereunder. Such insurance policy(s) shall be issued by the United States Treasury or

insurance carriers approved and authorized to do business in the State of Florida, and who must have a rating of no less than "excellent" by A.M. Best or as mutually agreed upon by the City and Consultant. All such insurance policies may not be modified or terminated without the express written authorization of the City.

<u>Type of Coverage</u>	<u>Amount of Coverage</u>
Professional liability/ Errors and Omissions	\$1,000,000 per occurrence
Commercial general liability (Products/completed operations Contractual, insurance broad form property, Independent Consultant, personal injury)	\$1, 000,000 per occurrence \$2,000,000 annual aggregate
Automobile (owned, non-owned, & hired)	\$ 1,000,000 single limits
Worker's Compensation	\$ statutory limits

The commercial general liability and automobile liability policies will name the City as an additional insured on a primary, non-contributing basis, and proof of all insurance coverage shall be furnished to the City by way of an endorsement to same or certificate of insurance prior to the provision of services. The certificates shall clearly indicate that Consultant has obtained insurance of the type, amount, and classification as required for strict compliance with this section. Failure to comply with the foregoing requirements shall not relieve Consultant of its liability and obligations under this Agreement.

SECTION 12: SUCCESSORS AND ASSIGNS. The City and Consultant each binds itself and its partners, successors, executors, administrators, and assigns to the other party of this Agreement and to the partners, successors, executors, administrators and assigns of such other party, in respect to all covenants of this Agreement. Except as agreed in writing by all parties, this Agreement is not assignable.

SECTION 13: DISPUTE RESOLUTION, LAW, VENUE AND REMEDIES. All claims arising out of this Agreement or its breach shall be submitted first to mediation. The parties shall share the mediator's fee equally. The mediation shall be held in Palm Beach County. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof. This Agreement shall be governed by the laws of the State of Florida. Any and all legal action necessary to enforce the Agreement will be held in Palm Beach County. 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.

SECTION 14: WAIVER OF JURY TRIAL. 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.

SECTION 15: ACCESS AND AUDITS. Consultant shall maintain adequate records to justify all payments made by the City under this Agreement for at least three (3) years after completion of this Agreement and longer if required by applicable federal or state law. The City shall have access to such books, records, and documents as required in this section for the purpose of inspection or audit during normal business hours, at Consultant's place of business. In no circumstances will Consultant be required to disclose any confidential or proprietary information regarding its products and service costs.

SECTION 16: NONDISCRIMINATION. Consultant warrants and represents that all of its employees are treated equally during employment without regard to race, color, religion, disability, sex, age, national origin, ancestry, marital status, or sexual orientation.

SECTION 17: AUTHORITY TO PRACTICE. Consultant hereby represents and warrants that it has and will continue to maintain all licenses and approvals required to conduct its business and provide the services required under this Agreement, and that it will at all times conduct its business and provide the services under this Agreement in a reputable manner. Proof of such licenses and approvals shall be submitted to the City upon request.

SECTION 18: SEVERABILITY. If any term or provision of this Agreement, or the application thereof to any person or circumstances shall, to any extent, be held invalid or unenforceable, to remainder of this Agreement, or the application of such terms or provision, to persons or circumstances other than those as to which it is held invalid or unenforceable, 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.

SECTION 19: PUBLIC ENTITY CRIMES. Consultant 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. The Consultant will advise the City immediately if it becomes aware of any violation of this statute.

SECTION 20: NOTICE. All notices required in this Agreement shall be sent by hand-delivery, certified mail (RRR), or by nationally recognized overnight courier, and if sent to the City shall be sent to:

City of Lake Worth Beach
Attn: City Manager
7 N. Dixie Highway
Lake Worth Beach, FL 33460

and if sent to Consultant, shall be sent to:

NZ Consultants Inc.
Attn: Nilsa Zacarias
1851 W. Indiantown Road Suite 100
Jupiter, FL 33458

The foregoing names and addresses may be changed if such change is provided in writing to the other party. Notice shall be deemed given upon receipt.

SECTION 21: ENTIRETY OF AGREEMENT. The City and Consultant agree that this Agreement sets 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 Agreement may be added to, modified, superseded or otherwise altered, except by written instrument executed by the parties hereto.

SECTION 22: WAIVER. Failure of a party to enforce or exercise any of its right(s) under this Agreement shall not be deemed a waiver of that parties' right to enforce or exercise said right(s) at any time thereafter.

SECTION 23: PREPARATION AND NON-EXCLUSIVE. This Agreement shall not be construed more strongly against either party regardless of who was more responsible for its preparation. This is a non-exclusive Agreement and the City reserves the right to contract with individuals or firms to provide the same or similar services.

SECTION 24: MATERIALITY. All provisions of the Agreement shall be deemed material. In the event Consultant fails to comply with any of the provisions contained in this Agreement or exhibits, amendments and addenda attached hereto, said failure shall be deemed a material breach of this Agreement and City may at its option provide notice to Consultant to terminate for cause.

SECTION 25: LEGAL EFFECT. This Agreement shall not become binding and effective until approved by the City. The Effective Date is the date this Agreement is executed by the City.

SECTION 26: NOTICE OF COMPLAINTS, SUITS AND REGULATORY VIOLATIONS. Each party will promptly notify the other of any complaint, claim, suit or cause of action threatened or commenced against it which arises out of or relates, in any manner, to the performance of this Agreement. Each party agrees to cooperate with the other in any investigation either may conduct, the defense of any claim or suit in which either party is named, and shall do nothing to impair or invalidate any applicable insurance coverage.

SECTION 27: SURVIVABILITY. 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.

SECTION 28: COUNTERPARTS. This Agreement 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 Agreement. This Agreement may be signed digitally and each digitally signed counterpart shall be considered as an original of the signing party.

SECTION 29: PALM BEACH COUNTY IG. In accordance with Palm Beach County ordinance number 2011-009, Consultant acknowledges that this Agreement may be subject to investigation and/or audit by the Palm Beach County Inspector General. Consultant has reviewed Palm Beach County ordinance number 2011-009 and is aware of its rights and/or obligations under such ordinance.

SECTION 30: AGREEMENT DOCUMENTS AND CONTROLLING PROVISIONS. This Agreement consists of this Agreement, the RFP (which is incorporated herein by reference), and **Exhibit "A"**. The parties agree to be bound by all the terms and conditions set forth in the aforementioned documents. To the extent that there exists a conflict between the terms and conditions of this Agreement, the RFP, and **Exhibit "A"**, the terms and conditions of this Agreement shall prevail with the RFP 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.

SECTION 31: OWNERSHIP OF DELIVERABLES. The deliverables, work product, specifications, calculations, supporting documents, or other work products which are listed as deliverables by Consultant in **Exhibit "A"** to the City shall become the property of the City. Consultant may keep copies or samples thereof and shall have the right to use the same for its own purposes. The City accepts sole responsibility for the reuse of any such deliverables in a manner other than as initially intended or for any use of incomplete documents.

SECTION 32: REPRESENTATIONS AND BINDING AUTHORITY. By signing this Agreement, on behalf of Consultant, the undersigned hereby represents to the City that he or she has the authority and full legal power to execute this Agreement and any and all documents necessary to effectuate and implement the terms of this Agreement on behalf of Consultant for whom he or she is signing and to bind and obligate such party with respect to all provisions contained in this Agreement.

SECTION 33: PUBLIC RECORDS. Consultant shall comply with Florida's Public Records Act, Chapter 119, Florida Statutes, and, if determined to be acting on behalf of the City as provided under section 119.011(2), Florida Statutes, specifically agrees to:

- (a) Keep and maintain public records required by the City to perform the service.
- (b) Upon request from the City's custodian of public records or designee, 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 Chapter 119, Florida Statutes, or as otherwise provided by law.
- (c) 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 this Agreement and following completion of this Agreement if Consultant does not transfer the records to the City.
- (d) Upon completion of this Agreement, transfer, at no cost, to the City all public records in possession of Consultant or keep and maintain public records required by the City to perform the service. If Consultant transfers all public records to the City upon completion of the Agreement, Consultant shall destroy any duplicate public records that are exempt or confidential or exempt from public records disclosure requirements. If Consultant keeps and maintains public records upon completion of the Agreement, Consultant 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 or designee, in a format that is compatible with the information technology systems of the City.

IF CONSULTANT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO CONSULTANT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, PLEASE CONTACT THE CUSTODIAN OF PUBLIC RECORDS OR DESIGNEE AT THE CITY OF LAKE WORTH BEACH, ATTN: CITY CLERK, AT (561) 586-1662, CITYCLERK@LAKEWORTHBEACHFL.GOV, 7 N. DIXIE HIGHWAY, LAKE WORTH BEACH, FL 33460.

SECTION 34: CONFIDENTIAL AND PROPRIETARY INFORMATION. Each party (the "Receiving Party") will keep confidential and not disclose to any other person or entity or use (except as expressly and unambiguously authorized by this Agreement) information, technology or software ("Confidential Information") obtained from the other party (the "Disclosing Party"); provided, however, that the Receiving Party will not be prohibited from disclosing or using information (i) that at the time of disclosure is publicly available or becomes publicly available through no act or omission of the Receiving Party, (ii) that is or has been disclosed to the Receiving Party by a third party who is not under, and to whom the Receiving Party does not owe, an obligation of confidentiality with respect thereto, (iii) that is or has been independently acquired or developed by the Receiving Party without access to the Disclosing Party's Confidential Information, (iv) that is already in the Receiving Party's possession at the time of disclosure, or (v) that is required to be released by law.

SECTION 35: EXPORT ADMINISTRATION. Each party agrees to comply with all export laws and regulations of the United States ("Export Laws") to assure that no software deliverable, item, service, technical data or any direct product thereof arising out of or related to this Agreement is exported directly or indirectly (as a physical export or a deemed export) in violation of Export Laws.

SECTION 36: SCRUTINIZED COMPANIES.

(a) Consultant 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 Consultant or any of its subcontractors are found to have submitted a false certification; or if Consultant 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, Consultant 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 Consultant, or any of its subcontractors are found to have submitted a false certification; or if Consultant 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) Consultant agrees to observe the above requirements for applicable subcontracts entered into for the performance of work under this Agreement.

(d) Consultant 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) Consultant agrees that if it or any of its subcontractors' status changes in regards to any certification herein, Consultant 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.

SECTION 37: E-VERIFY. Pursuant to Section 448.095(2), Florida Statutes, beginning on January 1, 2021, the Consultant 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 Consultant 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.

REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK
SIGNATURE PAGE FOLLOWS

IN WITNESS WHEREOF, the parties hereto have made and executed this Professional Services Agreement (Planning, Zoning and Historic Preservation) as of the day and year set forth above.

CITY OF LAKE WORTH BEACH, FLORIDA

By: _____
Betty Resch, Mayor

ATTEST:

By: _____
Melissa Ann Coyne, City Clerk

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY:

APPROVED FOR FINANCIAL
SUFFICIENCY

By: _____
Glen J. Torcivia, City Attorney

By: _____
Bruce T. Miller, Financial Services Director

CONSULTANT: NZ Consultants Inc.

By: Nilsa Zacarias

[Corporate Seal]

Print Name: NILSA ZACARIAS

Title: President

STATE OF FLORIDA)
COUNTY OF PALM BEACH)

THE FOREGOING instrument was acknowledged before me by means of physical presence or online notarization on this 10TH day of AUGUST 2021, by NILSA ZACARIAS, as the PRESIDENT/DIRECTOR [title] of NZ Consultants Inc., a Corporation, who is personally known to me or who has produced DRIVERS LICENSE as identification, and who did take an oath that he or she is duly authorized to execute the foregoing instrument and bind the CONSULTANT to the same.

[Signature]
Notary Public Signature

Notary Seal:



EXHIBIT "A"
Consultant's Rate Schedule

Cost Effectiveness

Respondents shall provide an hourly rate schedule for all principals and personnel who will be providing the requested services. The rates provided will be the basis for tasks and projects issued to the selected proposer.

Please see the following NZC professional hourly rate schedule:

Personnel / Service	Hourly Rate
Principal Planner	\$145
Senior Planner	\$125
Planner	\$85
Assistant Planner	\$55
Architectural Design	\$135
Web Design	\$95
GIS	\$100

City of Lake Worth Beach
Evaluation Matrix

RFP 21-207 PLANNING, ZONING AND HISTORIC PRESERVATION PROFESSIONAL SERVICES

		RANKED:			
		2	1	3	4
Evaluation Criteria Score Sheet:		SCHMIDT NICHOLS	NZ CONSULTANTS INC.	SEPI ENGINEERING AND CONSTRUCTION, INC.	PaleoWest, LLC
Weight					
1	Responsiveness to RFP 1. Comprehensiveness of proposal (up to 5 points) 2. Completeness of proposal (up to 5 points)	27	30	25	25
2	Cost Effectiveness 1. Hourly rate schedule provided for all services and acceptable to the City (up to 25 points)	63	70	55	55
3	Successful Experience and Qualification of Firm & Staff 1. Experience and successful contracts/projects with similar sized cities/public entities in State of Florida (up to 5 points) 2. Staff qualifications and subject knowledge (up to 10 points) 3. Evidence of experience and skill in planning, zoning and historic preservation (up to 15 points) 4. Evidence of availability to deliver in the timeline required in solicitation (up to 5 points)	79	99	81	71
4	Similar Projects and References 1. Prior experience with three (3) similar projects, preferably government entities in the State of Florida (up to 15 points) 2. References from at least (3) entities for similar projects or work (up to 15 points)	65	75	70	58
5	Default, Termination, Litigation, Debarment, etc. 1. Instances of a default under a similar project or contract; 2. Instances of litigation related to a similar project or contract; 3. Instances of any debarment by a local, state or federal governmental entity (No instances of default and litigations scores maximum points of 5, provided instances shall be evaluated and scored accordingly)	15	15	15	15
Total Points Received:		249	289	246	224
Letter Of Transmittal		SUBMITTED	SUBMITTED	SUBMITTED	SUBMITTED
Exhibit "B" - City 's Campaign Contribution Statement		SUBMITTED	SUBMITTED	SUBMITTED	SUBMITTED
Exhibit "C" - Respondent Information Form		SUBMITTED	SUBMITTED	SUBMITTED	SUBMITTED
Exhibit "D" - Similar Projects		SUBMITTED	SUBMITTED	SUBMITTED	SUBMITTED
Exhibit "E" - References		SUBMITTED	SUBMITTED	SUBMITTED	SUBMITTED
Exhibit "F" - Drug Free Workplace Form		SUBMITTED	SUBMITTED	SUBMITTED	SUBMITTED
Exhibit "G" - Scrutinized Companies Certification		SUBMITTED	SUBMITTED	SUBMITTED	SUBMITTED
default, termination, litigation statement		SUBMITTED	SUBMITTED	SUBMITTED	SUBMITTED

EXECUTIVE BRIEF REGULAR MEETING

AGENDA DATE: September 7, 2021

DEPARTMENT: Community Sustainability

TITLE:

Amendments to contracts for building division inspections, plan review, code enforcement inspections and building services with C.A.P Government and Hy-Byrd Inc.

SUMMARY:

These contract amendments will provide for professional support services for construction plan review, building inspections, code enforcement inspections and building official services on an as needed basis for Fiscal Year 2022

BACKGROUND AND JUSTIFICATION:

Through a competitive procurement process as advertised under Request for Proposals (RFP) No. 18-217, the City of Lake Worth Beach, Beach solicited proposals from qualified firms or individuals to provide building inspections, plan review, code enforcement inspections and building official services. Five proposals were received and of the five, the top three ranked firms originally were awarded contracts. The professional services will provide for on an as needed basis field inspections, review of plans for code compliance in the discipline of building, electrical, mechanical and plumbing and building official services.

These are the first amendments for a one-year term for two of the original contracts approved by the Commission on October 16, 2018. Amendments are for an expenditure of no more than \$75,000.00 for each contractor during the Fiscal Year 2022. The third awarded contract's firm was acquired by another firm, and the City is not able to award that firm an additional year of services under the former firm's name.

MOTION:

Move to approve/disapprove contracts with C.A.P. Government Inc. and Hy-Byrd Inc.

ATTACHMENT(S):

Signed amendments
Fiscal Impact Analysis

FIRST AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT
Building Inspection, Plan Review, Code Enforcement Inspections and Building Officials
Services

THIS FIRST AMENDMENT (“Amendment”) to the Professional Services Agreement for Building Inspection, Plan Review, Code Enforcement Inspections and Building Officials Services (“Amendment”) is made as of _____, 2021, by and between the **City of Lake Worth Beach**, Florida, a Florida municipal corporation (“CITY”) and **C.A.P Government, Inc.**, a Florida Corporation (“CONSULTANT”).

WHEREAS, on October 16, 2018 after a competitive selection process under RFP 18-217, the CITY and CONSULTANT entered into a Professional Services Agreement for CONSULTANT to provide Building Inspection, Plan Review, Code Enforcement Inspections and Building Officials Services to the CITY (“Agreement”);

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

WHEREAS, the CITY and the CONSULTANT desire to amend the Agreement for an additional year commencing October 1, 2021 and ending September 30, 2022; 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 CONSULTANT 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 CITY and the CONSULTANT agree the term of the Agreement is hereby extended to September 30, 2022.

3. **Scrutinized Companies.**

3.1 CONSULTANT 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 CONSULTANT or any of its subcontractors are found to have submitted a false certification; or if the CONSULTANT 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.

3.2 If this Agreement is for one million dollars or more, the CONSULTANT 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 CONSULTANT, or any of its subcontractors are found to have submitted a false certification; or if the CONSULTANT 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.

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

3.4 The CONSULTANT 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.

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

3.6 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.

4. **Entire Agreement.** The CITY and the CONSULTANT 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. **E-Verify.** Pursuant to Section 448.095(2), Florida Statutes, beginning on January 1, 2021, the CONSULTANT 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 CONSULTANT 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.

IN WITNESS WHEREOF, the parties hereto have made and executed this First Amendment to the Professional Services Agreement for Building Inspection, Plan Review, Code Enforcement Inspections and Building Officials Services on the day and year first above written.

CITY OF LAKE WORTH BEACH, FLORIDA

ATTEST:

By: _____
Betty Resch, Mayor

By: _____
Melissa Coyne, Interim 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



[Corporate Seal]

C.A.P Government/Inc.

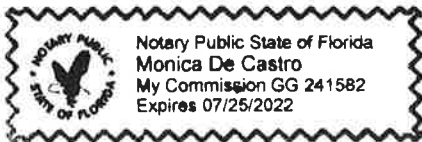
By: _____
Print Name: Carlos A. Penin, PE
Title: President

STATE OF FLORIDA)
COUNTY OF PALM BEACH)

THE FOREGOING instrument was acknowledged before me by means of physical presence or online notarization on this 14 day of July 2021, by Carlos A. Penin, PE, as the President [title] of C.A.P Government Inc., 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 CONSULTANT to the same.

Monica De Castro
Notary Public Signature

Notary Seal:



FIRST AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT
Building Inspection, Plan Review, Code Enforcement Inspections and Building Officials
Services

THIS FIRST AMENDMENT (“Amendment”) to the Professional Services Agreement for Building Inspection, Plan Review, Code Enforcement Inspections and Building Officials Services (“Amendment”) is made as of _____, 2021, by and between the **City of Lake Worth Beach**, Florida, a Florida municipal corporation (“CITY”) and **Hy-Byrd Incorporated.**, a Florida Corporation (“CONSULTANT”).

WHEREAS, on October 16, 2018 after a competitive selection process under RFP 18-217, the CITY and CONSULTANT entered into a Professional Services Agreement for CONSULTANT to provide Building Inspection, Plan Review, Code Enforcement Inspections and Building Officials Services to the CITY (“Agreement”);

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

WHEREAS, the CITY and the CONSULTANT desire to amend the Agreement for an additional year commencing October 1, 2021 and ending September 30, 2022; 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 CONSULTANT 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 CITY and the CONSULTANT agree the term of the Agreement is hereby extended to September 30, 2022.

3. **Scrutinized Companies.**

3.1 CONSULTANT 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 CONSULTANT or any of its subcontractors are found to have submitted a false certification; or if the CONSULTANT 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.

3.2 If this Agreement is for one million dollars or more, the CONSULTANT 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 CONSULTANT, or any of its subcontractors are found to have submitted a false certification; or if the CONSULTANT 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.

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

3.4 The CONSULTANT 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.

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

3.6 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.

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

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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,

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IN WITNESS WHEREOF, the parties hereto have made and executed this First Amendment to the Professional Services Agreement for Building Inspection, Plan Review, Code Enforcement Inspections and Building Officials Services on the day and year first above written.

CITY OF LAKE WORTH BEACH, FLORIDA

ATTEST:

By: _____
Betty Resch, Mayor

By: _____
Melissa Coyne, Interim 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

Hy-Byrd Incorporated

[Corporate Seal]

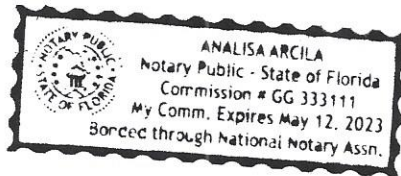
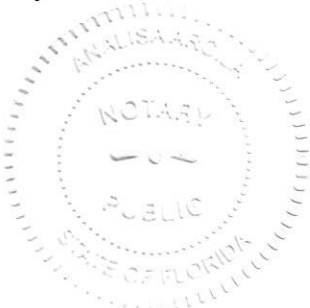
By: _____
Print Name: Michael Crisselle
Title: V.P.

STATE OF FLORIDA)
COUNTY OF PALM BEACH)

THE FOREGOING instrument was acknowledged before me by means of physical presence or online notarization on this 19th day of July 2021, by Michael Crisselle, as the Vice President [title] of Hy-Byrd Incorporated, a corporation authorized to do business in the State of Florida, who is personally known to me or who has produced Personally Known as identification, and who did take an oath that he or she is duly authorized to execute the foregoing instrument and bind the CONSULTANT to the same.

Notary Public Signature

Notary Seal:



EXECUTIVE BRIEF REGULAR MEETING

AGENDA DATE: September 9, 2021

DEPARTMENT: Public Works / Finance

TITLE:

LWB Fleet Facility – Updated Funding

SUMMARY:

In light of the current market, the cost of construction has steadily increased due to multiple factors. Therefore, the multicomponent project funding originally structured in 2020 needed to be reevaluated and slightly modified.

BACKGROUND AND JUSTIFICATION:

The Public Works Department's existing Fleet Facility is 58 years old and beyond its useful life. On January 7, 2020, the City accepted proposals from qualified firms for the assessment, design, bidding, and construction administration services. ACAI Associates was the selected firm based on the Selection Committee's review of the submitted proposals and presentations.

On 12/15/20, Public Works brought forth an agenda item to the Commission for a Professional Services Agreement with ACAI Associates authorizing the consultant to proceed with architectural, civil, LEED design, and Construction Administration Services for the Public Works Fleet Facility at a cost not to exceed \$780,768.00.

The original project was budgeted for \$4.5 million consisting of \$3.0 million from the shared Utility (Electric and Water/Sewer) and \$1.5 million from sales tax. While progressing through the design process, it has become evident that this initial budget from almost two years ago will not be sufficient in today's construction market; even after reducing the original building scope. As a solution, staff is recommending to match the \$1.5 million from sales tax dollars with \$1.5 million from the Refuse enterprise fund balance, bringing the new total project budget to \$6.0 million. Just as with the Electric, Water, and Sewer departments, Fleet Services also operates out of the City Garage and maintains heavy equipment in the Refuse department. This is our justification for the Refuse Fund's participation in the new facility project. Using funds from the Refuse department will not necessitate a rate increase in the near term.

MOTION:

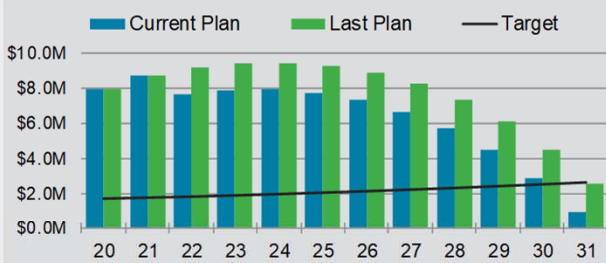
Move to approve/disapprove supplementing the project budget with \$1.5 million from the Refuse enterprise fund balance.

ATTACHMENT(S):

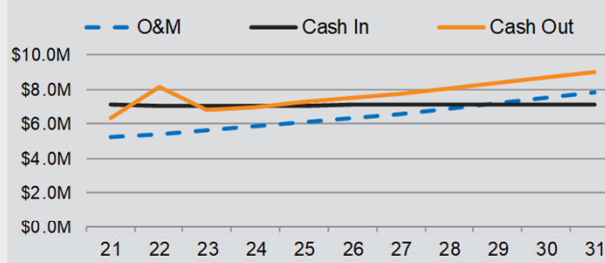
Fiscal Impact Analysis
Explanation of Construction Inflation

	FY 2021	FY 2022	FY 2023	FY 2024	FY 2025	FY 2026	FY 2027	FY 2028	FY 2029	FY 2030	FY 2031	FY 2026	FY 2031
Revenue Adjustment Plan		0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%
Last Plan	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%
Single Family Residential Bill	\$245.14	\$245.14	\$245.14	\$245.14	\$245.14	\$245.14	\$245.14	\$245.14	\$245.14	\$245.14	\$245.14	CIP Borrow	No
Last Plan	\$245.14	\$245.14	\$245.14	\$245.14	\$245.14	\$245.14	\$245.14	\$245.14	\$245.14	\$245.14	\$245.14	Check	-
Franchise Fee % of Revenue	8.9%	7.5%	7.6%	7.6%	7.6%	7.6%	7.6%	7.6%	7.6%	7.5%	7.5%		
Last Plan	8.9%	7.5%	7.6%	7.6%	7.6%	7.6%	7.6%	7.5%	7.5%	7.5%	7.5%		
Net Cash Flow (\$ M)	0.77	-1.10	0.21	0.06	-0.18	-0.43	-0.65	-0.93	-1.24	-1.57	-1.92		

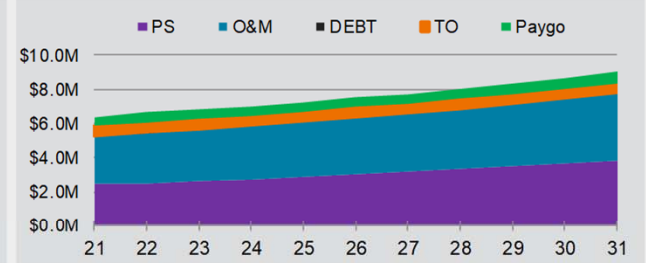
Working Capital Fund



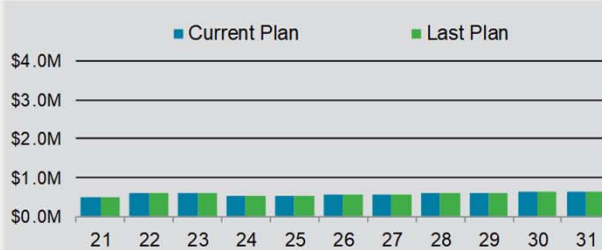
Revenues vs. Expenses



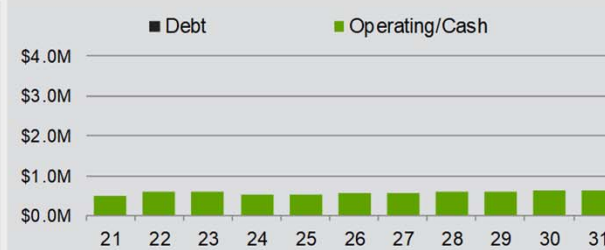
Expenses by Type



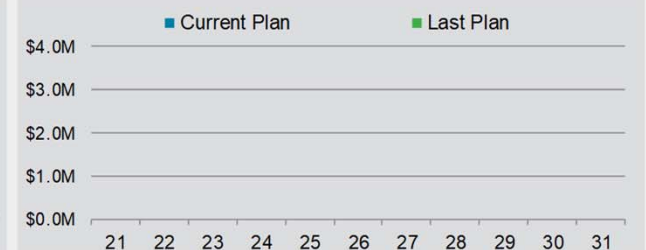
CIP Spending



CIP Funding



Borrowing



Aug



AGC

THE CONSTRUCTION
ASSOCIATION

CONSTRUCTION INFLATION ALERT

In late March, the Associated General Contractors of America (AGC) posted the Construction Inflation Alert, a document to inform project owners, government officials, and the public about the extreme cost increases and supply-chain disruptions affecting construction. The current version updates the Alert to reflect the continued volatility in materials costs, as well as lengthening lead times for both production and deliveries.

Although the overall economy has strengthened significantly in the past few months and appears to be headed for further growth, the construction industry has experienced a much more uneven recovery. Lagging demand for numerous types of nonresidential construction is keeping many contractors from passing on their added costs. This combination of steeply rising costs and nearly stable bid prices threatens to push some firms out of business and keep the industry's unemployment rate unacceptably high.

This report is intended to provide all parties with better understanding of the current situation, the impact on construction firms and projects, its likely course in the next several months, and possible steps to mitigate the damage. The document will be revised to keep it timely as conditions change. Please send comments and feedback, including price and supply-chain information, to AGC of America's chief economist, Ken Simonson, ken.simonson@agc.org.

2021

www.agc.org

Rising costs, flat project pricing

Figure 1 illustrates the threat. The red line (“Input costs”) shows the change from June 2020 to June 2021 in the price of all materials and services used in construction, while the blue line (“Bid prices”) measures the far smaller change in what contractors say they would charge to erect a set of nonresidential buildings. This latter line, essentially a measure of bid prices, rose only 3.4% over 12 months. In contrast, the line measuring the cost of contractors’ purchases soared 26.3% over the same interval.

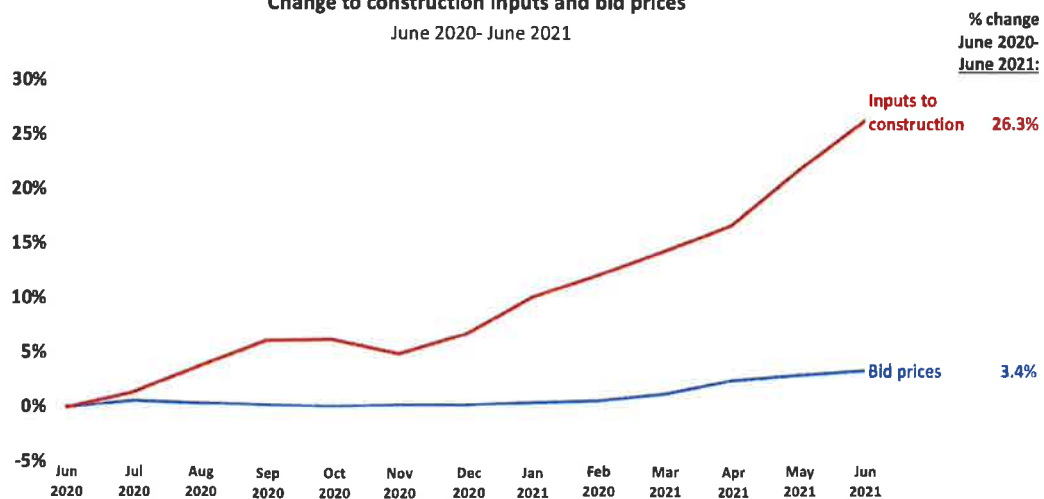
26.3%

Input costs for construction soared 26.3% from June 2020 to June 2021

In other words, if a contractor or subcontractor submitted a fixed-price bid in June 2020 based on materials costs at that time but did not buy the materials until a year later—a common occurrence—its cost for the materials would have risen an average of more than 26%. Given that materials often represent half or more of the cost of a contract, such an increase could easily wipe out the profit from a project and potentially put the contractor out of business.

FIGURE 1

Change to construction inputs and bid prices
June 2020- June 2021



Source: Bureau of Labor Statistics, producer price indexes (PPIs) for new nonresidential building construction (bid prices) and inputs to construction, not seasonally adjusted

In fact, Figure 1 understates the severity of the current situation for many contractors, in two respects. First, the two lines are calculated from producer price indexes (PPIs) posted monthly by the Bureau of Labor Statistics (BLS). The most recent PPIs are based on prices BLS collected around June 11.

Since then, additional price increases have taken effect or been announced by producers of numerous materials. Notably, prices for many types of steel have continued to set new records. Prices have also increased for numerous plastic resins and products. Various cement and concrete suppliers increased prices on July 1 or announced increases effective in August or September.

Since BLS collected prices for the June PPIs, retail diesel fuel prices increased a further 3%, or 9 cents per gallon, as of August 2. Those increases affect contractors directly in the cost of fuel for their off-road equipment and trucking fleets. In addition, fuel surcharges are likely to go up on deliveries of materials and equipment, and hauling away of dirt, debris and equipment from construction sites.

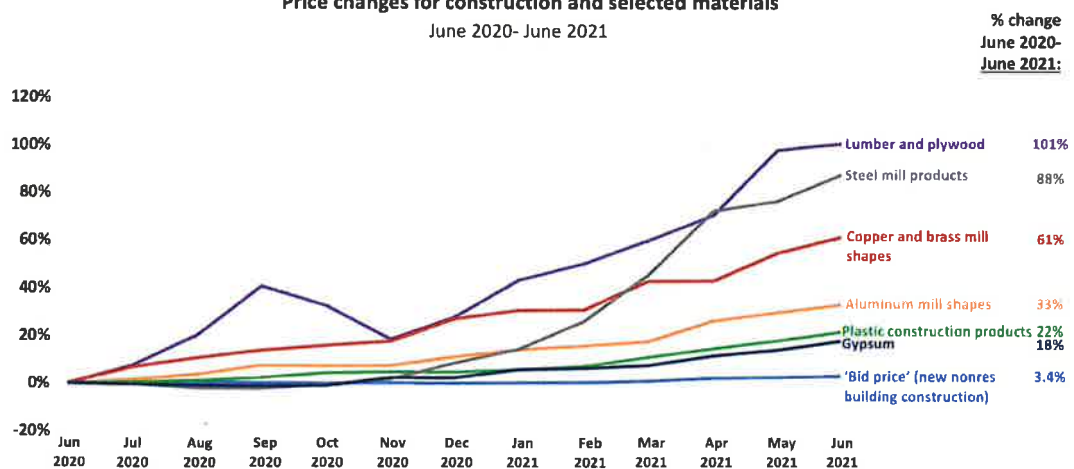
Second, many projects or subcontractors' packages are heavily weighted toward materials that have risen much more in price than the overall PPI for inputs. Figure 2 shows the change in PPIs from June 2020 to June 2021 for six widely used materials. The index for lumber and plywood doubled, rising 101%. The PPI for steel mill products soared 88%; for copper and brass mill shapes, 61%; and for aluminum mill shapes, 33%. Thus, contractors whose purchases are weighted toward any of these broad classes of materials are likely to have experienced even greater total increases in costs than the overall PPI for inputs suggests.

Even material prices that have not jumped as much as the 26% increase in the overall PPI for construction inputs have nevertheless risen far more than contractors' bid prices. For instance, the PPI for plastic construction products rose 22% from June 2020 to June 2021 and the index for gypsum products climbed 18%. An index for truck transportation of freight increased 15% over 12 months.

88%
 The price index for steel mill products jumped 88% from June 2020 to June 2021

FIGURE 2

Price changes for construction and selected materials
 June 2020- June 2021



Source: Bureau of Labor Statistics, producer price indexes (PPIs) for new nonresidential building construction (bid prices), gypsum products, wood, metal products, and plastic products, not seasonally adjusted

3.4%
 The price index for contractors' "bid prices" rose only 3.4% from June 2020 to June 2021

Two set of prices have declined since mid-June. Lumber prices, as measured at the mill by the trade publication Random Lengths and in the futures market on the Comex division of the CME commodities exchange, plunged from early May to mid-July. Comex copper futures also dropped. However, both commodities have recently been fluctuating in price, and prices are far above pre-pandemic levels.

Moreover, these price cuts may not show up at the local distributor level or the construction site to the same degree, or with predictable timing. As noted, the rising cost of trucking may negate some of the cost savings at the mill. And the price in any one locality will depend on current demand, inventories and expected supply.

Furthermore, there is no assurance that recent price decreases will last. Lumber prices plummeted from then-record highs in September 2020 to November before reversing course and rising to new heights for the next six months.

Supply-chain issues

Extended and uncertain delivery times for construction items have been an even bigger problem for many contractors than the extreme price increases. Currently, there are delays at every stage of the supply chain.

A leading supplier of building siding material told customers that it would not accept new multifamily contracts from July 1 until November 1. Contractors have reported being told they cannot get bar joists for 11 to 12 months. Roofing contractors have been quoted production lead times for various roofing materials ranging from four to six months, with uncertain availability of fasteners and other essential items. Respondents to a survey conducted by AGC of California reported lead times of “16 weeks to unknown” for items as diverse as lockers, glass, structural steel detailing, ductile iron fittings and other pipe material, insulation, aluminum extrusion, signal poles, and airfield lighting.

Plant or transportation breakdowns that would normally have caused only tight supplies, inventory drawdowns, or localized shortages have had much wider consequences this year. One widespread and long-lasting example has been the impact on construction plastics from the freeze in Texas in February. The freeze and losses of power and water damaged or completely shut down all of the plants that supply the raw materials for all construction plastics. In addition, the freeze burst thousands of polyvinyl chloride (PVC) water pipes, thereby adding to demand.

A very wide array of construction products is made from plastic, resins, or other affected ingredients. These include PVC and fiberglass pipe and plumbing fixtures; vinyl siding and moisture barriers; acrylic and other paints, coatings, and highway marking material; geotextiles; roofing and insulation materials; adhesives and “glues” for the layers and particles of engineered wood products such as plywood, oriented strand board, and I-joists; wraps and packaging; and more.

Other unplanned outages that affect construction have occurred at plants producing cement, semiconductors, chlorine (used in making PVC and other plastics), and steel. Meanwhile, little new capacity has been added as producers struggle to get back to previous levels of capacity utilization.

In addition to increased costs and lead times, contractors are experiencing delivery times that have stretched or become completely unreliable. These problems have shown up at all points in the delivery chain.

Producers in Asia and Europe reportedly cannot get enough containers or berths on container ships to send their products to the United States. Ports are backed up, forcing ships to wait offshore for days before unloading. Shortages of truck drivers and rail cars or train crews mean that containers sit on quays for many days longer than usual. Those shortages are also keeping domestically produced goods from leaving fabrication or storage locations on a timely basis.

As with unplanned factory shutdowns, interruptions in the global transportation network can take their toll on deliveries. The six-day blockage of the Suez Canal exacerbated shortages and delays for containers and ships from Asia and Europe. The unexpected shutdown of the Colonial Pipeline disrupted supplies of diesel fuel as well as gasoline. Massive wildfires in western states and British Columbia have interfered with logging, sawmills, and transport of logs and wood products.

In the face of such volatility and uncertainty, many producers are drastically shortening the duration for which they will hold their prices. This is very problematic for contractors, who must typically guarantee a price to an owner long before placing a firm order for materials. Some contractors report receiving price-increase notices from steel producers the day after they took effect. Others have been told they won't be quoted a price for lumber until it is loaded on a truck for shipment to the contractor.

Not a short-term problem

Some might assume contractors will simply raise their prices to cover the added costs. But current conditions in the industry, as well as the record from previous episodes of escalating materials costs, suggest that the mismatch between materials costs and contractors' prices is likely to persist for an extended period.

The pandemic has caused current production and delivery of many materials to fall short of demand. Initially, a wide range of factories, mills, and fabrication facilities were shut down on their owners' initiative or because government orders deemed them to not be "essential." In some cases, contractors—particularly homebuilders—canceled orders because they no longer saw demand for construction. Once production facilities were allowed to re-open, many of them had trouble getting up to full capacity because their own workers or those of their suppliers and freight haulers may have been ill, quarantined, or required to care for family members at home.

Imported products and components also were subject to production and shipping shutdowns in the early months of the pandemic. This particularly affected many products from China and northern Italy, ranging from kitchen cabinets and appliances to tile flooring to elevators. In recent months, production has increased but containers, ships, port space, and trucking capacity have all experienced bottlenecks that have slowed deliveries.

Dramatic shifts in demand triggered, at least in part, by the pandemic have added to price pressures and shortages of goods. Single-family housing starts leaped 31% in the first six months of 2021 from year-earlier levels, creating huge additional demand for wood products and other items that are also used in nonresidential construction. Restaurants that installed decks and railings for outdoor dining, along with offices and other buildings undergoing remodeling, added to demand for these products.

31%

Housing starts leaped 31% in January-June 2021 from the same months in 2020

Yet another cause of higher prices and tighter supply is trade policy actions imposed in 2018-2020. Tariffs or quotas on steel and aluminum from many countries, along with tariffs on hundreds of parts and materials from China, drove up the cost of many construction products and limited the number of suppliers, which has led to longer delivery times. Failure to renew a longstanding softwood lumber agreement with Canada has added to lumber costs.

Although the ostensible purpose of some of the trade actions was to protect and create jobs in the U.S. manufacturing sector—steel in particular—very little capacity has been added so far. Many manufacturers merely raised their prices in tandem with the imposition of tariffs.

PAST EPISODES

The construction industry has endured previous spells of rapid cost escalation. For instance, the PPI for goods used in construction accelerated from a 3.6% year-over-year rate of increase in January 2004 to 10.0% by October of that year and remained above a 5% annual rate for a total of 31 months, before subsiding to a 3.2% rate in October 2006.

Less than a year later, materials costs soared again, rising from a 1.6% annual growth rate in August 2007 to 12.9% in September 2008. The financial crisis that autumn brought rates down rapidly but, again, only for about a year. The inflation rate for materials spiked from 0.4% year-over-year in December 2009 to 5.8% the following April and remained above or close to 4% until early 2012. The most recent episode of large increases in materials costs was from November 2017 through November 2018, when the year-over-year price change ranged from 4.9% to 9.2%.

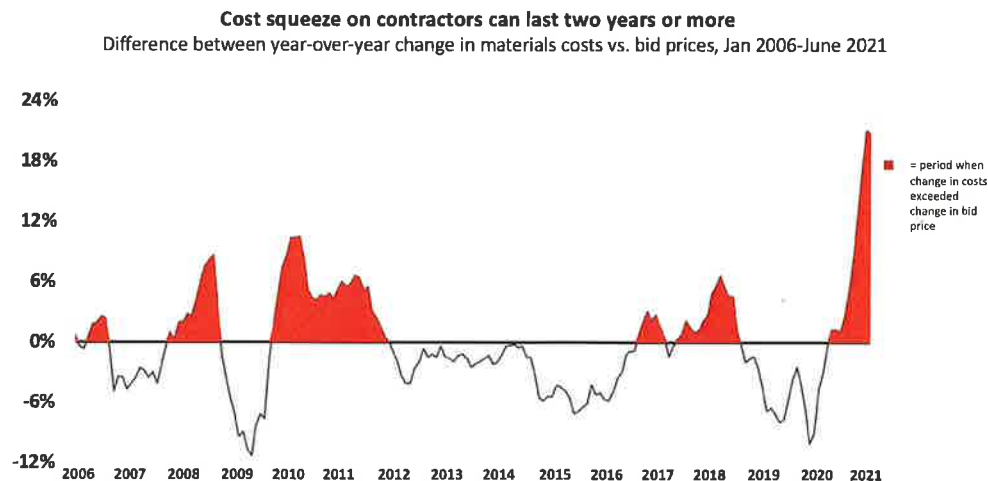
While each of these price spikes eventually subsided, they caused enormous harm to contractors, who generally were not able to pass along the increases for an extended period. Not only were firms that had already signed contracts to deliver a project at a fixed price caught by the increases, but competition kept contractors from raising their bids to match the increases for a year or longer. A comparison of the year-over-year change in the PPI for materials with the PPIs for five types of new nonresidential buildings shows there are periods as long as 28 consecutive months with such price disparities. That is, contractors' bid prices rose less—or decreased—relative to the cost of the goods they purchased. For the most part, these months coincided with periods in which the value of nonresidential construction was stagnating or shrinking.

28 months

Increases in material costs have outpaced bid prices for as long as 28 months

Figure 3 illustrates the gap. The areas in red indicate periods in which the year-over-year change in the PPI for inputs to construction exceeded the PPI for new nonresidential building construction (specifically, warehouses). Similar periods exist for the other new-construction “bid price” indexes: the PPIs for new school, office, industrial and healthcare buildings.

FIGURE 3



Source: Bureau of Labor Statistics, producer price indexes for goods inputs to nonresidential construction (material costs) and new warehouse construction (bid prices)

CURRENT DEMAND FOR CONSTRUCTION

The construction market currently is marked by a huge gap between residential and nonresidential activity. Residential construction spending—comprising new single- and multifamily structures, along with additions and renovations to owner-occupied housing—jumped 53% in the first six months of 2021 compared to January-June 2020. Nonresidential construction spending slid 8% during that span.

Employment data show a similar story. Both residential and nonresidential construction employment plunged by 14-15% from February to April 2020. But by June 2021, employment among residential building and specialty trade contractors had rebounded to a higher level than in February 2020, immediately before the pandemic struck. In contrast, nonresidential building, specialty trade and heavy and civil engineering contractors added back barely half of the employees they lost between February and April 2020.

Both of these datasets—spending and employment—indicate that the overall market for nonresidential construction remains weak, even though certain project types and geographic areas are hot. Thus, many contractors are forced to absorb cost increases in order to win the remaining projects that are available to bid on in their specialty or area.

-8%

Nonresidential
construction spending
fell 8% in January-June
2021 from 2020

What can contractors and owners do?

While contractors cannot unplug ports or rescind tariffs, they can provide project owners with timely and credible third-party information about changes in relevant material costs and supply-chain snarls that may impact the cost and completion time for a project that is underway or for which a bid has already been submitted.

Owners can authorize appropriate adjustments to design, completion date, and payments to accommodate or work around these impediments. Nobody welcomes a higher bill, but the alternative of having a contractor go out of business because of impossible costs or timing is likely to be worse for many owners.

For projects that have not been awarded or started, owners should start with realistic expectations about current costs and the likelihood of increases. They should provide potential bidders with accurate and complete design information to enable bidders to prepare bids that minimize the likelihood of unpleasant surprises for either party.

Owners and bidders may want to consider price-adjustment clauses that would protect both parties from unanticipated swings in materials prices. Such contract terms can enable the contractor to build in a smaller contingency to its bid, while providing the owner an opportunity to share in any savings from downward price movements (which are likely at some point, particularly for long-duration projects). The ConsensusDocs set of contract documents (www.consensusdocs.org) is one source of industry-standard model language for such terms. The ConsensusDocs website includes a price escalation resource center (<https://www.consensusdocs.org/price-escalation-clause/>).

The parties may also want to discuss the best timing for ordering materials and components. Buying items earlier than usual can provide protection against cost increases. But purchase before use entails paying sooner for the items; potentially paying for storage, security against theft and damage; and the possibility of design changes that make early purchase unwise.

Conclusion

The construction industry is in the midst of a period of exceptionally steep and fast-rising costs for a variety of materials, compounded by major supply-chain disruptions and stagnant or falling demand for projects—a combination that threatens the financial health of many contractors. No single solution will resolve the situation, but there are steps that government officials, owners, and contractors can take to lessen the pain.

Federal trade policy officials can act immediately to end tariffs and quotas on imported products and materials. With many U.S. mills and factories already at capacity, bringing in more imports at competitive prices will cool the overheated price spiral and enable many users of products that are in short supply to avoid layoffs and shutdowns.

Officials at all levels of government should review all regulations, policies, and enforcement actions that may be unnecessarily driving up costs and slowing importation, domestic production, transport, and delivery of raw materials, components, and finished goods.

Owners need to recognize that significant adjustments are probably appropriate regarding the price or delivery date of projects that were awarded or commenced early in the pandemic or before, when conditions at suppliers were far different. For new and planned projects, owners should expect quite different pricing and may want to consider building in more flexibility regarding design, timing, or cost-sharing.

Contractors need, more than ever, to closely monitor costs and delivery schedules for materials and to communicate information with owners, both before submitting bids and throughout the construction process.

Materials prices do eventually reverse course. Owners and contractors alike will benefit when that happens. Until then, cooperation and communication can help reduce the damage.

No single or simple solution will resolve the situation, but there are steps that government officials, owners, and contractors can take to lessen the pain

EXECUTIVE BRIEF REGULAR MEETING

AGENDA DATE: September 9, 2021

DEPARTMENT: Financial Services

TITLE:

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

SUMMARY:

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

BACKGROUND AND JUSTIFICATION:

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

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

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

MOTION:

Move to approve/disapprove Ordinance No. 2021-12 on first reading and schedule the second reading and public hearing for September 21, 2021.

ATTACHMENT(S):

Fiscal Impact/Comparative Analysis
Ordinance No. 2021-12

FISCAL IMPACT/COMPARATIVE ANALYSIS

A. Five Year Summary of Fiscal Impact:

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

B. Summary of Fiscal Impact/Comparative:

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

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

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

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

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

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

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

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

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

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

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

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

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

(a) The City's defined benefit retirement plan (the "Plan") currently experiences certain deficits in amounts needed in the future to fully fund said Plan.

(b) It is vital to the employees of the City and its citizens that said Plan be fully solvent, in order to continue to attract qualified employees and provide basic city services to citizens.

(c) The City desires to incur short-term Obligations to provide funding to the Plan as a "Project" vital to the needs of citizens of the City.

SECTION 3. ISSUANCE OF OBLIGATIONS. (a) The City Commission shall have the power, and it is hereby authorized to provide by resolution, to incur Obligations to finance the Project. The proceeds from the Obligations shall be used to finance the cost of the Project, establish a debt service reserve fund, if needed, pay interest on the Obligations and pay costs of issuance.

(b) The Obligations shall be payable from payments made under a covenant to budget and appropriate Non-Ad Valorem Revenues of the City, moneys in certain funds and accounts held by the City and moneys derived from any credit enhancement of the Obligations. The Obligations shall not constitute a direct obligation of the City and shall be payable solely from the Non-Ad Valorem Revenues budgeted and appropriated as provided herein.

SECTION 4. OBLIGATIONS NOT DEBT OF CITY. Obligations issued under the provisions of any resolution shall not be deemed to constitute a debt of the City or a pledge of the faith and credit of the City, but such Obligations shall be payable solely from Non-Ad Valorem Revenues as described herein. The obligation of the City to repay such Obligations is a limited and special obligation, subject to annual appropriation of the City from Non-Ad Valorem Revenues.

SECTION 5. REMEDIES OF OBLIGATION HOLDERS. Any holder of Obligations, except to the extent the rights herein given may be restricted by the resolution authorizing the issuance of such Obligations, may, either at law or in equity, by suit, action, mandamus or other proceeding, protect and enforce any and all rights under the laws of the State or granted hereunder or under such resolution, and may enforce and compel the performance of all duties required by such resolution to be performed by the City or by any officer thereto.

SECTION 6. ALTERNATIVE METHOD. This ordinance shall be deemed to provide an additional and alternative method for the doing of the things authorized hereby, shall be regarded as supplemental and additional to powers conferred by other laws, and shall not be regarded as in derogation of any powers now existing or which may hereafter come into existence. This ordinance, being necessary for

the welfare of the inhabitants of the City, shall be liberally construed to affect the purposes thereof.

SECTION 7. EFFECTIVE DATE. This ordinance shall take effect immediately upon its enactment.

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

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

The Mayor thereupon declared this ordinance duly passed on first reading on the 9th day of September, 2021.

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

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

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

LAKE WORTH BEACH CITY COMMISSION

By: _____
Betty Resch, Mayor

ATTEST:

Melissa Ann Coyne, City Clerk



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

ROLL CALL:

INVOCATION OR MOMENT OF SILENCE: led by Commissioner Sarah Malega

PLEDGE OF ALLEGIANCE: led by Vice Mayor Herman Robinson

AGENDA - Additions / Deletions / Reordering:

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

COMMISSION LIAISON REPORTS AND COMMENTS:

PUBLIC PARTICIPATION OF NON-AGENDAED ITEMS AND CONSENT AGENDA:

APPROVAL OF MINUTES:

- A. Work Session - August 2, 2021
- B. Regular Meeting - August 3, 2021
- C. Regular Meeting - August 17, 2021
- D. Work Session - August 19, 2021

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

- A. Resolution No. XX-2021 - Authorize FY 2022 State Aid to Libraries Application

PUBLIC HEARINGS:

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

UNFINISHED BUSINESS:

NEW BUSINESS:

- A. Ordinance No. 2021-XX – First Reading - to update the City's Procurement Code and set the second reading and public hearing for September 7, 2021

CITY ATTORNEY'S REPORT:

CITY MANAGER'S REPORT:

UPCOMING MEETINGS AND WORK SESSIONS:

ADJOURNMENT: