



**AGENDA**  
**CITY OF LAKE WORTH BEACH**  
**REGULAR CITY COMMISSION MEETING**  
**CITY HALL COMMISSION CHAMBER**  
**TUESDAY, MARCH 05, 2024 - 6:00 PM**

**ROLL CALL:**

**INVOCATION OR MOMENT OF SILENCE:** led by Commissioner Reinaldo Diaz

**PLEDGE OF ALLEGIANCE:** led by Commissioner Kim Stokes

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

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

- A. [Presentation regarding the Palm Beach County \(PBC\) Community Services Department by James Green, Director, focusing on Housing and Homelessness, Behavioral Health and Economic Mobility](#)
- B. [Presentation by PBC School Board Member Erica Whitfield regarding landscaping projects at Highland Elementary, Lake Worth Middle and North Grade Elementary Schools in partnership with Lake Worth Beach, brought forward by Commissioner Stokes](#)
- C. [Proclamation declaring March 2024 as Ethics Awareness Month](#)
- D. [Proclamation declaring March 2024 as Florida Bicycle Month](#)
- E. [Proclamation declaring March 2024 as Let's Move Palm Beach County Month](#)
- F. [Proclamation to proclaim March 2024 as Palm Beach Pride Month](#)
- G. [Proclamation declaring March 2024 as National Women's History Month](#)
- H. [Proclamation declaring March 6, 2024 as Education Foundation Day, marking the 40th anniversary](#)
- I. [Proclamation declaring April 5, 2024, as The Lord's Place Sleep Out Homelessness Awareness Day](#)

**COMMISSION LIAISON REPORTS AND COMMENTS:**

**CITY MANAGER'S REPORT:**

**CITY ATTORNEY'S REPORT:**

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

**APPROVAL OF MINUTES:**

- A. [February 20, 2024 - regular meeting](#)

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

- A. [Proclamation declaring March 3 - 9, 2024 as Women in Construction Week](#)

- B. [Resolution No. 06-2024 – documenting the levy of municipal special assessment liens for unpaid lot clearing charges](#)
- C. [Resolution No. 07-2024 – documenting the levy of municipal special assessment liens for unpaid boarding and securing charges](#)

**NEW BUSINESS:**

- A. [Task Order No. 2 with Song & Associates, Inc to prepare construction documents for the expansion and renovation of the Community Sustainability Department](#)
- B. [Waiver to Competitive Selection Process for the purchase of the oil radiator for TPTL-2 transformer from Trantech Radiator Products, Inc.](#)
- C. [Resolution No.08-2024 - Fiscal Year 2024 Budget Amendment](#)
- D. [Task Order No. 1 with Mock Roos & Associates Inc. for Construction Engineering and Inspection services for additions and improvements of ADA ramps at various locations throughout the City](#)
- E. [Contract with William Scotsman Inc.](#)
- F. [Task Order No. 2 with WGI for the modular buildings at the beach](#)
- G. [Discussion of the Fiscal Year 2024-2025 Community Development Block Grant Application](#)

**UPCOMING MEETINGS AND WORK SESSIONS:**

March 8 @ 9 am - pre-agenda work session  
March 26 @ 5 pm - special meeting  
March 26 @ 6 pm - regular meeting

**ADJOURNMENT:**

The City Commission has adopted Rules of Decorum for Citizen Participation (See Resolution No. 13-2023). 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)



**COMMUNITY  
SERVICES**  
PALM  
BEACH  
COUNTY

**HELPING PEOPLE BUILD BETTER COMMUNITIES**

# COMMUNITY SERVICES DEPARTMENT

## (Divisions and Programs)

### **Administration**

- Strategic Planning Research and Evaluation
- Community and Volunteer Engagement
- Training and Professional Development
- Behavioral Health and Substance Use Disorders
- Finance and Support Services
- Contract, Compliance, and Program Performance

### **Division of Human Services & Community Action**

- Homeless Services
- Homeless Prevention/Housing Stability
- Securing Our Future Initiative
- Indigent Burial Program
- Farmworker Program

### **Division of Senior and Veteran Services**

- Senior Centers/Adult Day Cares
- In Home/Case Management/Meal Services
- Veteran Services

### **HIV Services**

- Ending the HIV Epidemic
- Ryan White
- HIV Care Council

# Senior Centers and Adult Day Care



Mid County Service Center/Adult Day Care  
3680 Lake Worth Road  
Lake Worth 33461  
(561) 357-7100



The Dept of Health PBC used  
Mid-County Senior Center for  
COVID Testing

**Senior & Veteran Centers (3)**

**Adult Day Care Programs (2)**

## Nutrition

Congregate Meal Sites (13)

Home Delivered Meals

## Case Management

In-Home and Community Based Services

Emergency Home Energy Assistance Program (EHEAP)

## Volunteer Programs

Palm Beach County Volunteers

Respite for Elders Living in Everyday Families (RELIEF)

# SENIOR & VETERAN SERVICES

- **Senior Centers**
- **Nutrition Program**
- **Volunteers**
- **Adult Day Care**
- **In-Home Services/Case Management**
- **Outreach**
- **Emergency Home Energy Assistance for the Elderly (EHEAP)**
- **Adult Protective Services**
- **Veteran Claims**
- **Veteran Resource Coordination**

## **Behavioral Health & Substance Use Disorders**

- Recovery Community Centers
- Addiction Stabilization Center
- Care Coordination
- Recovery Leadership Academy

## **HIV Services**

- Ryan White Program
- Minority Aids Initiative
- Housing Opportunities for People with HIV/AIDS
- Ending HIV Epidemic
- Syringe Services/Needle Exchange Program



**THE  
RECOVERY  
COMMUNITY  
HUB LAKE  
WORTH  
BEACH**

**GRAND  
OPENING**

**RIBBON CUTTING**

**THURSDAY**

September 14 @ 1:00 - 3:00 PM.

Registration Link 1120 Lucerne Ave, Lake Worth Beach FL, 33460

pbchub.org

\*We welcome all guests in the community to our Grand Opening Event.





# Syringe Exchange Program



# Human Services & Community Action

## Homelessness Intervention Services

1. Coordinated Entry
2. Rapid Re-Housing Program (RRH)
3. Homeless Outreach Team (HOT)
4. Parks to Work (P2W)

## Homeless Prevention/Housing Stability

1. Eviction Prevention and Rental Assistance
2. Electric Assistance (Low Income Home Energy Assistance Program -LIHEAP)
3. Utility Assistance (Low-Income Water Assistance Program-LIWAP)
4. Family Self-Sufficiency
5. Indigent Burial Program
6. Farmworker Career Development Program

## Securing Our Future Economic Mobility Initiative

1. Employment Skills Training
2. Job Placement
3. Case Management Support

# *Community Action Program*

## Osborne Center Lake Worth Beach





**Palm Beach County  
Board of County Commissioners**  
Gregg K. Weiss, Mayor, Maria Sachs, Vice Mayor  
Maria G. Marino, Michael A. Barnett,  
Marci Woodward, Sara Baxter, Mack Bernard



**Do you pay rent in a residential dwelling?  
Do you lack internet access or a computer in your home?  
Are there other barriers that prevent you from applying for emergency assistance online?**



**EMERGENCY  
RENTAL  
ASSISTANCE**

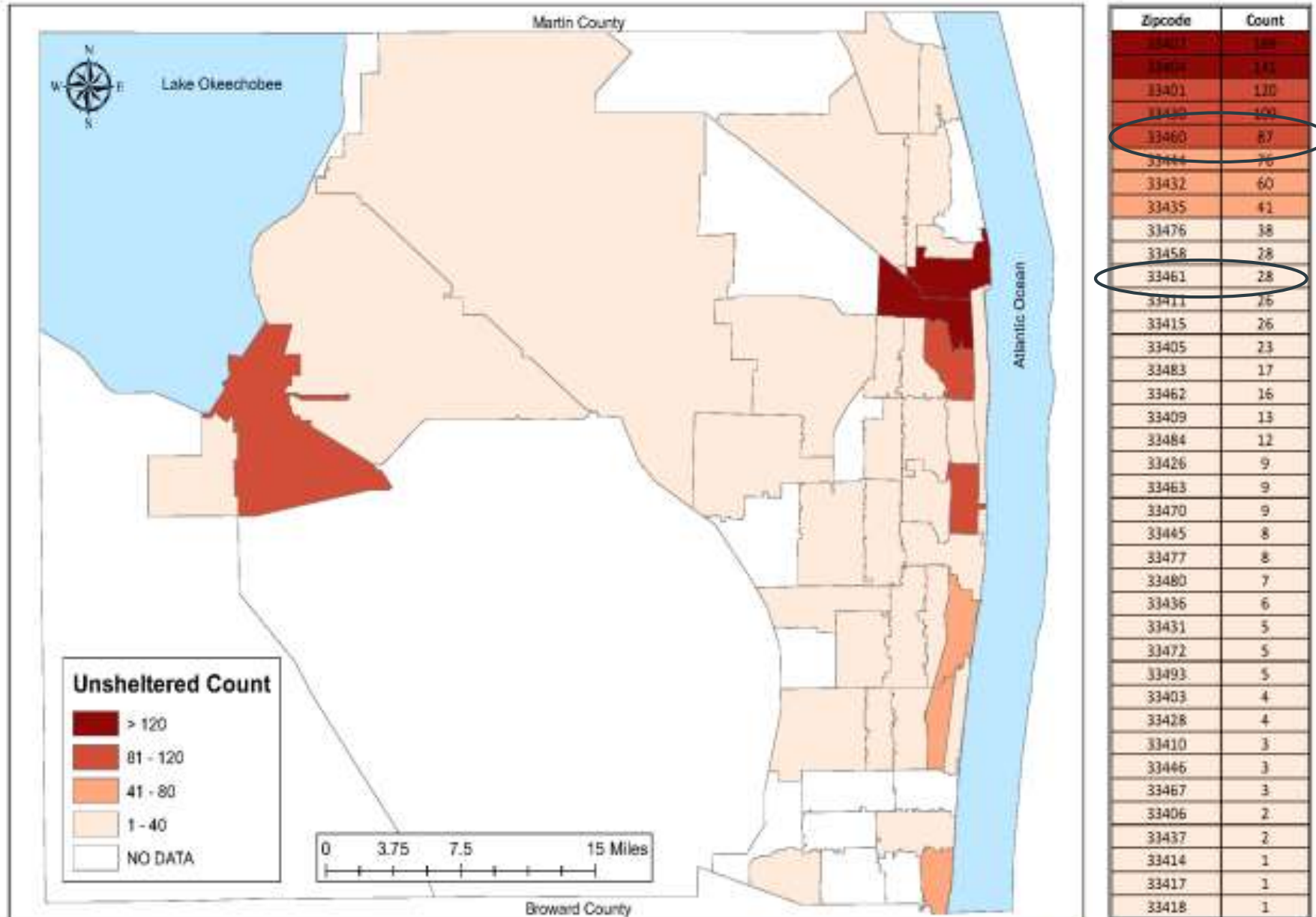
**MOBILE  
OUTREACH**



**GBDCEI will be providing a mobile outreach unit for emergency rent and utility assistance for eligible individuals who have been impacted directly or indirectly by COVID-19. Look for the big blue bus.**

DATE	TIME	LOCATION
Mondays, from July 10th	1:00 PM - 6:00 PM	Pompey Park   1101 NW 2nd St, Delray Beach, FL 33444
Tuesdays, from July 11th	1:00 PM - 6:00 PM	Bryant Park   100 S Golfview Rd, Lake Worth Beach, FL 33444
Wednesdays, from July 12th	1:00 PM - 6:00 PM	Haverhill Baptist Church   671N Haverhill Road West Palm Beach
The 3rd Friday of the month, from Sept 15th	11:00 AM - 7:00 PM	MYMDPLUS   217 West Avenue A Belle Glade, Fl 33430

# Palm Beach County 2023 Point-in-Time Unsheltered Count by Zipcode



Cartographer Name: Stessy Cocerez, Program Evaluator, Palm Beach County Community Services Department

Date Map Created: February 28, 2023

Map Data Collected On: January 26-27, 2023



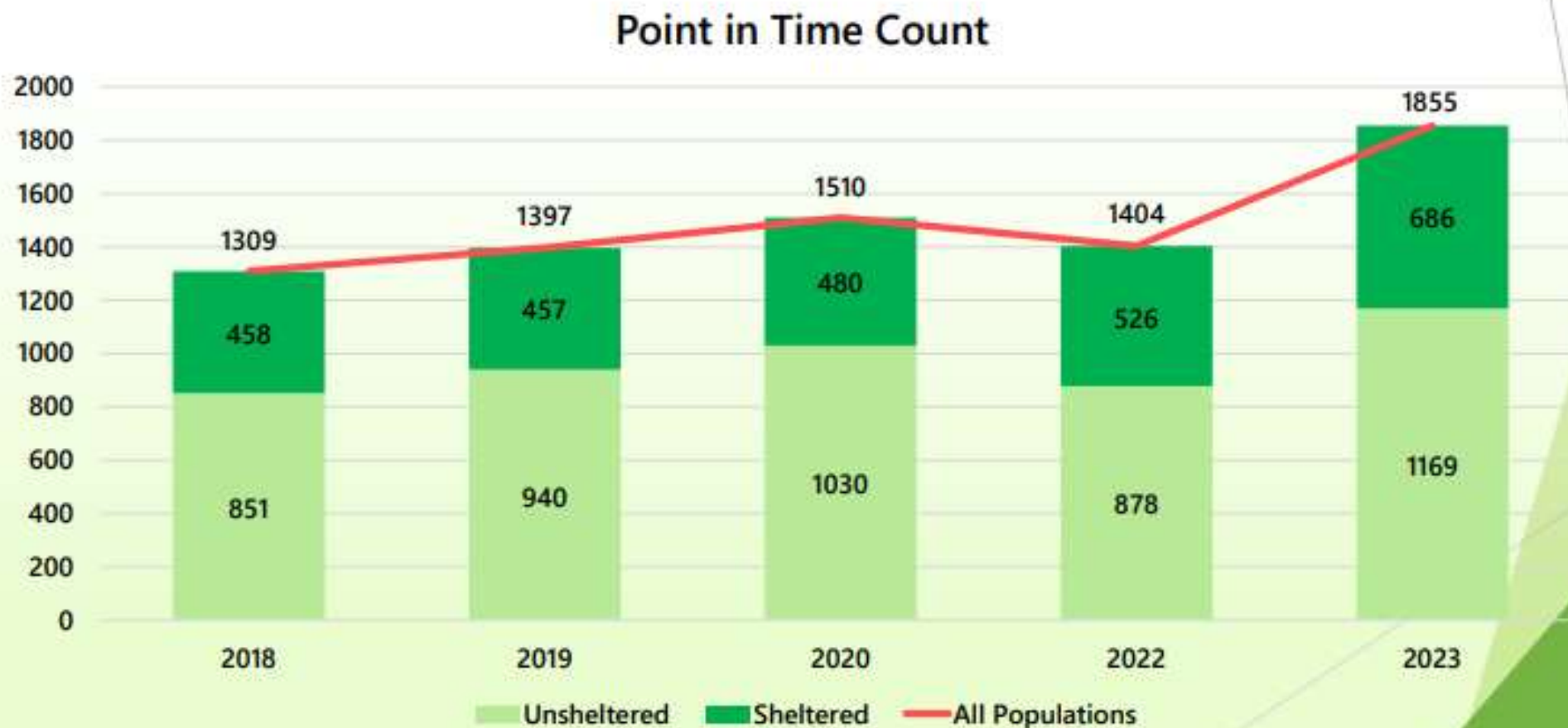
Zip Codes	2022	2023	Difference
33401	83	120	37
33403	1	4	3
33404	149	141	8
33405	7	23	16
33406	0	2	2
33407	144	169	25
33409	1	13	12
33410	1	3	2
33411	25	26	1
33413	0	0	0
33414	0	1	1
33415	9	26	17
33417	5	1	4
33426	12	9	3
33428	5	4	1
33430	51	109	58
33431	2	5	3
33432	48	60	12
33434	0	0	0
33435	27	41	14
33436	5	6	1
33437	0	2	2
33444	58	76	18
33445	11	8	3
33446	1	3	2
33449	2	0	2
33458	20	28	8
33460	70	87	17
33461	42	28	14
33462	17	16	1
33463	22	9	13
33467	2	3	1
33469	1	0	1
33470	2	9	7
33472	7	5	2
33476	0	38	38
33477	3	8	5
33480	1	7	6
33483	14	17	3
33484	21	12	9
33486	8	0	8
33493	0	5	5
33498	1	0	1



# PIT Count - Unsheltered vs Sheltered



- The chart below shows how many "Unsheltered" and "Sheltered" persons were counted during the past five PIT Counts.



# John Prince Park Efforts



Over 200 persons at John Prince Park were engaged and offered services:

- Hotel Stay
- Transition to Annex
- Travelers Aid
- Reconnected with friends and family
- COVID Testing (147)

**\*Today there are ZERO persons staying at John Prince Park**







Sleeping Quarters  
ANNEX Center

125 BED Capacity



# Palm Beach County's Efforts to End Homelessness

## Housing Resource Center 2 in Lake Worth (January 2024)



## Prosperity Village Cottage Homes (June 2024)

# The Lewis Center (60 shelter beds 6 Transition Beds)



# Melissa's Place Lake Village at the Glades



Six (6) Bed Intake Facility in Belle Glade, Florida  
Forty-two (42) Bed Facility in Pahokee, Florida

**1** **West Palm Beach Administration Office – 810 Datura Street**  
Human Services and Community Action Program  
Senior and Veteran Services  
Ryan White Program

**2** **Riviera Beach – 1440 MLK Blvd.**  
Human Services and Community Action Program

**3** **Jupiter - 6415 Indiantown Road**  
Human Services and Community Action Program

**4** **Lake Worth – 1699 Wingfield**  
Human Services and Community Action Program

**5** **Lantana (Health Dept.) – 1250 Southwinds Dr.**  
Human Services and Community Action Program

**6** **Delray Beach – 225 S. Congress Ave.**  
Human Services and Community Action Program

**7** **Delray Beach – 245 S. Congress Ave.**  
Human Services and Community Action Program

**8** **Belle Glade – 38754 State Road 80**  
Human Services and Community Action Program

**Library – CSD Staff On-site**  
**Summit Library - 3650 Summit Blvd.**  
**West Boca Branch Library - 18685 State Road 7**  
**Okeechobee Library - 206 SW 16<sup>th</sup> Street**  
**Palm Beach Gardens - 11303 Campus Dr. Palm Beach Gardens**  
**Lantana Library - 205 W Ocean Ave.**  
**Royal Palm Beach Library - 500 Civic Center Way**  
**Belle Glade Library - 725 NW 4<sup>th</sup> Street**

**Senior Services**

**Adult Day Care Centers**  
Mid-County Adult Day Care 357-7135  
3680 Lake Worth Rd., Lake Worth 33461

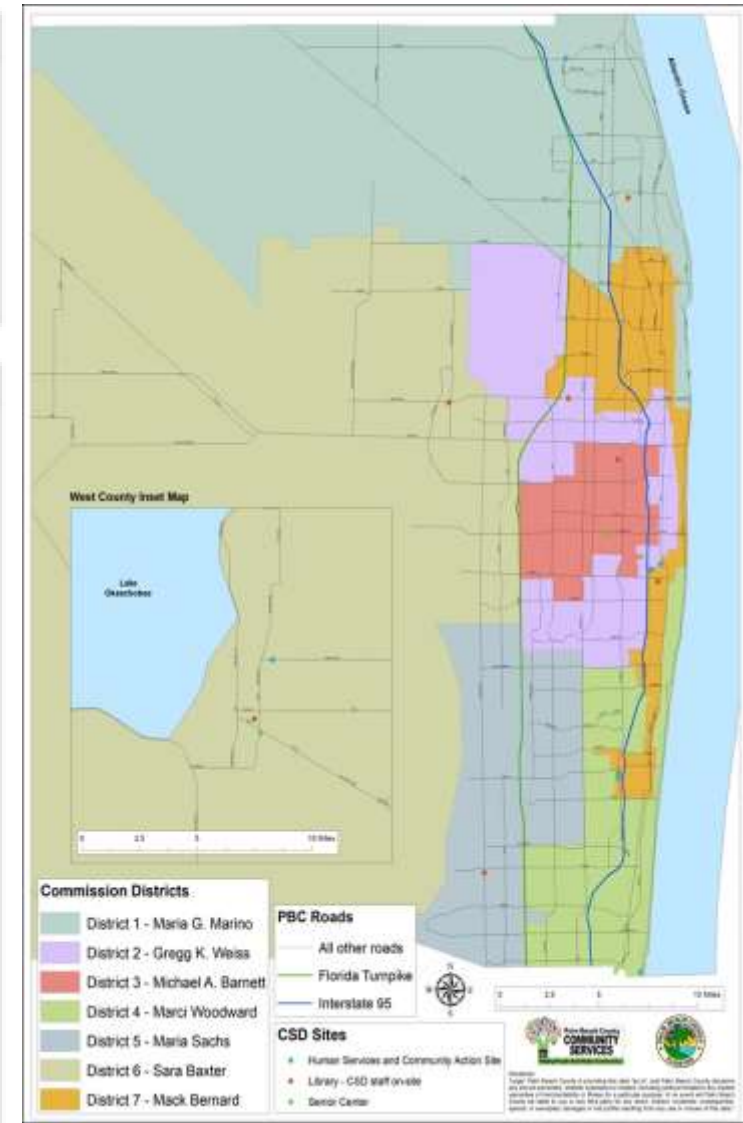
North County Adult Day Care 694-5438  
5217 Northlake Blvd., PBG, 33418

**Senior Centers**  
Mid-County Senior Center 357-7100  
3680 Lake Worth Rd., Lake Worth, 33461

North County Senior Center 694-5435  
5217 Northlake Blvd., Palm Beach Gardens, 33418

West County Senior Center 996-4808  
2916 State Road #15, Belle Glade, 33430

**Important Numbers**  
Call Center 1-833-CSD-WILL  
Homeless Services –1-833-HHA-WILL



# School Beautification Project

Highland Elementary, Lake Worth Middle School, &  
North Grade K-8 School

March 5, 2024



THE SCHOOL DISTRICT  
OF PALM BEACH COUNTY





# Highland Elementary





Before



THE SCHOOL DISTRICT OF PALM BEACH COUNTY





# During



THE SCHOOL DISTRICT  
OF PALM BEACH COUNTY

# A High-performing District



THE SCHOOL DISTRICT  
OF PALM BEACH COUNTY



EDUCATE • AFFIRM • INSPIRE

# After



# Lake Worth Middle School





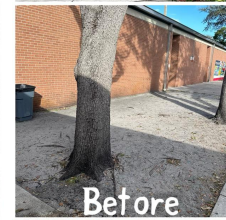
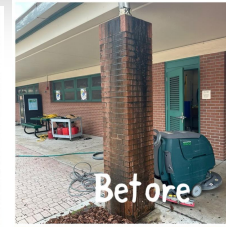
Before



THE SCHOOL DISTRICT  
OF PALM BEACH COUNTY



# A High-Performing School District



# After



# North Grade K-8 School



THE SCHOOL DISTRICT  
OF PALM BEACH COUNTY







Before



THE SCHOOL DISTRICT  
OF PALM BEACH COUNTY

# After





City of  
**Lake Worth**  
**Beach**  
FLORIDA

# Thank you



**CITY OF LAKE WORTH BEACH**

**PROCLAMATION**

**WHEREAS,** Ethics is a set of values that consistently guides our behavior and, as applied to government, is essential to the proper conduct and operation of the government; and

**WHEREAS,** Ethical values guide public officials to be independent and impartial so that their actions can easily be seen to encompass ethical behaviors consistent with established standards of conduct as they provide important governmental services; and

**WHEREAS,** Palm Beach County was identified as a leader in ethics reform and received a national award for its focus on the importance of ethics and has implemented the Palm Beach County Code of Ethics through the continued partnership and support of all municipalities that have adopted it countywide through referendum; and

**WHEREAS,** On December 7, 2010, the City of Lake Worth Beach adopted the Palm Beach County Code of Ethics and Commission on Ethics ordinances by referendum; and

**WHEREAS,** The City of Lake Worth Beach challenges and invites all members and community leaders to join in learning more about the ethics movement in Palm Beach County and to strive for ethical actions in all aspects of their daily life.

**NOW, THEREFORE,** I, Betty Resch, Mayor of the City of Lake Worth Beach, Florida, by virtue of the authority vested in me and on behalf of the City Commission, do hereby proclaim

**MARCH 2024**

as

**ETHICS AWARENESS MONTH**

**IN WITNESS WHEREOF,** I have hereunto set my hand and caused the Seal of the City of Lake Worth Beach, Florida, to be affixed this 5<sup>th</sup> day of March 2024.

\_\_\_\_\_  
Betty Resch, Mayor

ATTEST:

\_\_\_\_\_  
Melissa Ann Coyne, MMC, City Clerk

# CITY OF LAKE WORTH BEACH

## PROCLAMATION

- WHEREAS,** The City of Lake Worth Beach residents and visitors engage in bicycling as a viable and environmentally sound form of transportation and an excellent form of physical activity and recreation; and
- WHEREAS,** The State of Florida designates March as Bicycle Month and Palm Beach County will recognize it locally; and
- WHEREAS,** Florida Bicycle Month features a number of fitness opportunities and events for riders of all ages to enjoy throughout the month at various parks and locations throughout Palm Beach County; and
- WHEREAS,** The recognition of Florida Bicycle Month will raise awareness of bicycling and ultimately promote physical activity and healthy lifestyles by elevating bicycling as a more widely accepted choice of transportation; and
- WHEREAS,** The recognition of Florida Bicycle Month will raise awareness of bicycling and ultimately promote physical activity and healthy lifestyles by elevating bicycling as a more widely accepted choice of transportation; and
- WHEREAS,** Palm Beach County has an ever-expanding designated or enhanced bicycle lane network, with over 250 miles of existing and 745 miles of planned facilities to create a safe, connected system of bicycle infrastructure.

**NOW, THEREFORE,** I, Betty Resch, Mayor of the City of Lake Worth Beach, Florida, by virtue of the authority vested in me and on behalf of the City Commission, do hereby proclaim:

**MARCH 2024**  
as  
**FLORIDA BICYCLE MONTH**

**IN WITNESS WHEREOF,** I have hereunto set my hand and caused the Seal of the City of Lake Worth Beach, Florida, to be affixed this 5<sup>th</sup> day of March, 2024.

\_\_\_\_\_  
Betty Resch, Mayor

ATTEST:

\_\_\_\_\_  
Melissa Ann Coyne, MMC, City Clerk

# CITY OF LAKE WORTH BEACH

## PROCLAMATION

**WHEREAS,** The City of Lake Worth Beach takes special notice and acknowledges exceptional organizations that help residents who live, work and play within the jurisdiction; and

**WHEREAS,** in 2010 Digital Vibez was founded to reach out to underserved youth in Palm Beach County by empowering them through dance fitness, technology and the arts; and

**WHEREAS,** Digital Vibez partners with the Palm Health Foundation, annually to host The *Let's Move: Commit to Change Physical Activity Challenge*: a county-wide initiative that focuses on physical activity, nutrition and healthy behaviors; and

**WHEREAS,** Digital Vibez, Inc. and Palm Health Foundation present the annual challenge, which takes place annually from March 1-31 and encourages individuals within and beyond Palm Beach County to take charge of their health by participating in fun fitness exercises; and

**WHEREAS,** The *Let's Move* initiative was originally introduced on a national level, by First Lady Michelle Obama in 2010, with the goal of decreasing childhood obesity throughout the United States due to the fact that nearly one in three children in the United States are overweight or obese and if this problem persists, 1/3 of all children born in 2000 or later will suffer from diabetes at some point in their lives, or will face other obesity-related health problems such as heart disease, high blood pressure, asthma and cancer; and

**WHEREAS,** Digital Vibez and the Palm Health Foundation invite all residents to take the challenge to MOVE by forming teams, registering online, committing to exercising for at least 30 minutes a day throughout the month of March, and logging their minutes on the *Let's Move* website, [www.letsmovePBC.org](http://www.letsmovePBC.org). In 2012, Palm Beach County logged 100,000 minutes in the first year of the challenge and we have met the challenge each year since, rising in 2023 to over 100 million minutes logged!

**NOW, THEREFORE,** I, Betty Resch, Mayor of the City of Lake Worth Beach, Florida, by virtue of the authority vested in me and on behalf of the Commission, do hereby proclaim

**MARCH 2024**

as

**LET'S MOVE PALM BEACH COUNTY MONTH**

and urge all citizens to join us in moving to improve their fitness, mental health, and overall health.

**IN WITNESS WHEREOF,** I have hereunto set my hand and caused the Seal of the City of Lake Worth Beach, Florida, to be affixed this 5<sup>th</sup> day of March 2024.

\_\_\_\_\_  
Betty Resch, Mayor

ATTEST:

\_\_\_\_\_  
Melissa Ann Coyne, MMC, City Clerk

# CITY OF LAKE WORTH BEACH

## PROCLAMATION

**WHEREAS,** The lesbian, gay, bisexual and transgender community is comprised of people from all walks of life who are active participants in our community; and

**WHEREAS,** Members of the lesbian, gay, bisexual and transgender community are engaged in endeavors of economic growth, retail, education, hospitality, community, professional and service industries; and

**WHEREAS,** The City of Lake Worth Beach has a proud history of striving for equal opportunity for all of its residents and employees; and in 2007, the City entered into a groundbreaking public-private partnership with Compass, the LGBTQ Community Center of the Palm Beaches, to provide social support and health and wellness services, and a state-of-the-art community center for all residents by renovating a city-owned surplus building; and

**WHEREAS,** People seeking to limit any rights of the lesbian, gay, bi-sexual, transgender and queer community are in conflict with the City's policies and anti-discrimination ordinances.

**NOW, THEREFORE,** I, Betty Resch, Mayor of the City of Lake Worth Beach, Florida, by virtue of the authority vested in me and on behalf of the Commission, do hereby proclaim

**MARCH 2024**  
as  
**PALM BEACH PRIDE MONTH**

**IN WITNESS WHEREOF,** I have hereunto set my hand and caused the Seal of the City of Lake Worth Beach, Florida, to be affixed this 5<sup>th</sup> day of March 2024.

\_\_\_\_\_  
Betty Resch, Mayor

ATTEST:

\_\_\_\_\_  
Melissa Ann Coyne, MMC, City Clerk

# CITY OF LAKE WORTH BEACH

## PROCLAMATION

**WHEREAS,** Every year, the month of March is designated as Women’s History Month by Presidential proclamation to honor women’s contributions in American history; and

**WHEREAS,** Throughout history, extraordinary women have made significant contributions to the growth and strength of our state and nation in countless ways; and

**WHEREAS,** Through leadership, innovation, and ingenuity, generations of women have made significant contributions in science, medicine, technology, business, entrepreneurship, and arts and culture; and

**WHEREAS,** Today, more women are their family's primary income earner than ever before with women comprising half of our nation's workers, they are increasingly among the most skilled and the growing impact of women in our workforce has bolstered our economy and strengthened our families; and

**WHEREAS,** The National Women’s History Month’s theme for 2024 celebrates “Women Who Advocate for Equity, Diversity and Inclusion.” The theme recognizes women throughout the country who understand that, for a positive future, we need to eliminate bias and discrimination entirely from our lives and institutions. During 2024, we recognize the example of women who are committed to embracing everyone and excluding no one in our common quest for freedom and opportunity; and

**WHEREAS,** Women of every background were early leaders in the forefront of major movements for social change and have been leaders in securing their own rights of suffrage and equal opportunity in the abolitionist, emancipation, industrial labor, civil rights, and peace movements, creating a more fair and just society for all; and

**WHEREAS,** Despite their contributions, the role of women in history has been consistently overlooked and undervalued in literature, education, and culture; and

**WHEREAS,** This month, we celebrate countless pioneering women and the victories, and we continue our work to build a society where our daughters have the same possibilities as our sons.

**NOW, THEREFORE,** I, Betty Resch, Mayor of the City of Lake Worth Beach, Florida, by virtue of the authority vested in me and on behalf of the City Commission, do hereby proclaim:

**MARCH 2024**  
**as**  
**WOMEN’S HISTORY MONTH**

**IN WITNESS WHEREOF,** I have hereunto set my hand and caused the Seal of the City of Lake Worth Beach, Florida, to be affixed this 5<sup>th</sup> day of March, 2024.

\_\_\_\_\_  
Betty Resch, Mayor

ATTEST:

\_\_\_\_\_  
Melissa Ann Coyne, MMC, City Clerk



# CITY OF LAKE WORTH BEACH

## PROCLAMATION

- WHEREAS,** the Education Foundation of Palm Beach County has been an integral part of our community for four decades, steadfastly committed to enhancing educational opportunities and enriching the lives of students, teachers, and families within The Palm Beach County School District; and
- WHEREAS,** the Education Foundation of Palm Beach County was formed thanks to the visionary leadership and dedication of local business and educational leaders who recognized the need for an organization that would empower and enhance the educational experiences of our students; and
- WHEREAS,** the Education Foundation of Palm Beach County has been a beacon of hope and inspiration for countless students, empowering them to achieve their full potential and pursue their dreams through scholarships, mentorship, and other essential educational resources; and
- WHEREAS,** the Education Foundation of Palm Beach County has forged a deep and enduring partnership with The School District of Palm Beach County, working hand in hand to identify and address the evolving educational needs of our students, ensuring that they have the tools and support required for success in the 21st century; and
- WHEREAS,** the Education Foundation of Palm Beach County has cultivated strong partnerships with local businesses, community organizations, and dedicated individuals, fostering a sense of unity and collaboration in our pursuit of educational excellence; and
- WHEREAS,** the Education Foundation of Palm Beach County has continuously adapted to the changing needs and challenges facing our educational system, demonstrating resilience, innovation, and unwavering commitment to the betterment of our community.

**NOW, THEREFORE,** I, Betty Resch, Mayor of the City of Lake Worth Beach, Florida, by virtue of the authority vested in me and on behalf of the City Commission, do hereby proclaim:

**MARCH 6, 2024**

as

**EDUCATION FOUNDATION DAY**

marking the 40<sup>th</sup> anniversary of the Education Foundation's dedication to serving the students and teachers in The School District of Palm Beach County

**IN WITNESS WHEREOF,** I have hereunto set my hand and caused the Seal of the City of Lake Worth Beach, Florida, to be affixed this 5<sup>th</sup> day of March, 2024.

\_\_\_\_\_  
Betty Resch, Mayor

ATTEST:

\_\_\_\_\_  
Melissa Ann Coyne, MMC, City Clerk

# CITY OF LAKE WORTH BEACH

## PROCLAMATION

- WHEREAS,** Homelessness is a serious social and economic issue impacting all levels of our society; and
- WHEREAS,** The City of Lake Worth Beach and The Lord's Place recognize that all people deserve respect and a place to call home; and
- WHEREAS,** The City of Lake Worth Beach and The Lord's Place are partners in providing that respect and pathway to a brighter future for men, women, and families who are homeless in our community; and
- WHEREAS,** The City of Lake Worth Beach extends its appreciation to The Lord's Place for its leadership on this critical social issue and its wide array of successful programs and services changing the lives of the homeless one life at a time; and
- WHEREAS,** The Lord's Place will hold its 17<sup>th</sup> Annual SleepOut to end homelessness on Friday, April 5, 2024, at 2808 N. Australian Avenue, West Palm Beach the headquarters of The Lord's Place and the Fortin Family Campus; and
- WHEREAS,** The Lord's Place will host *SleepOut 2024* both in person and virtually to encourage everyone in the community and beyond to participate and step outside their comfort zone for one night be sleeping somewhere other than their bed; and
- WHEREAS,** The Lord's Place and the City of Lake Worth Beach recognize people from all walks of life will dedicate the night differently but all, including the Honorable Ann Brown, have a common mission-shining a light on homelessness and raising essential funds to bring an end to it; and
- WHEREAS,** The mission of The Lord's Place is to "break the cycle of homelessness by providing innovative, compassionate, and effective services to men, women and children in our community".

**NOW, THEREFORE,** I, Betty Resch, Mayor of the City of Lake Worth Beach, Florida, by virtue of the authority vested in me and on behalf of the City Commission, do hereby proclaim:

**APRIL 5, 2024**

as

**THE LORD'S PLACE SLEEPOUT TO END HOMELESSNESS AWARENESS DAY**

**IN WITNESS WHEREOF,** I have hereunto set my hand and caused the Seal of the City of Lake Worth Beach, Florida, to be affixed this day 5<sup>th</sup> of March, 2024.

\_\_\_\_\_  
Betty Resch, Mayor

ATTEST:

\_\_\_\_\_  
Melissa Ann Coyne, MMC, City Clerk

**MINUTES  
CITY OF LAKE WORTH BEACH  
REGULAR CITY COMMISSION MEETING  
CITY HALL COMMISSION CHAMBER  
TUESDAY, FEBRUARY 20, 2024 – 6:00 PM**

The meeting was called to order by Mayor Resch on the above date at 6:04 PM in the City Commission Chamber located at City Hall, 7 North Dixie Highway, Lake Worth Beach, Florida.

**ROLL CALL:** (0:35) Present were Mayor Betty Resch, Vice Mayor Christopher McVoy, Commissioners Sarah Malega, Kim Stokes and Reinaldo Diaz. Also present were Interim City Manager Jamie Brown, City Attorney Glen Torcivia and City Clerk Melissa Ann Coyne.

**INVOCATION OR MOMENT OF SILENCE:** (1:00) was led by Mayor Betty Resch.

**PLEDGE OF ALLEGIANCE:** (1:47) was led by Vice Mayor Christopher McVoy.

**ADDITIONS/DELETIONS/REORDERING:**

There were no changes to the agenda.

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

A. PBSO Community Policing Update by Capt. Todd Baer (2:19)

**COMMISSION LIAISON REPORTS AND COMMENTS:** (40:18)

**CITY MANAGER'S REPORT:** (1:14:33)

Interim City Manager Brown provided the following report:

- Street Painting Festival would be held next weekend
- FDOT projects would be added to the website including project dates and scopes
- the public meeting for Lake & Lucerne Avenues with FDOT was held last week
- Teanna McKay, the new Leisure Services Director, started full time last Monday
- the Weiner Museum of Decorative Arts (WMODA) gave a presentation at the last CRA meeting on February 13; staff was working on dates for the commission, CRA and public to visit the museum
- Mayor Keith James of West Palm Beach would be holding a round table regarding homelessness at 10 AM on February 21 at the Mandel Library at 411 Clematis Street in the 3<sup>rd</sup> floor auditorium
- the playground at the beach would be redone in April
- James Green, PBC Community Services Director, would do a presentation about county homeless initiatives at a future commission meeting

**CITY ATTORNEY'S REPORT:**

City Attorney Torcivia did not provide a report.

**PUBLIC PARTICIPATION OF NON-AGENDAED ITEMS AND CONSENT AGENDA:**  
(1:21:24)

**APPROVAL OF MINUTES:** (1:30:05)

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

- A. January 22, 2024 - work session
- B. February 6, 2024 - regular meeting
- C. February 9, 2024 - pre-agenda work session

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

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

There were no Consent Agenda items.

**PUBLIC HEARINGS:**

There were no Public Hearing items.

**UNFINISHED BUSINESS:**

There were no Unfinished Business items.

**NEW BUSINESS:** (1:30:14)

- A. Interlocal Agreement with the CRA for funding of road improvements between Lake and Lucerne Avenues from B to H Streets (1:30:15)

**Action:** Motion made by Commissioner Malega and seconded by Commissioner Diaz to approve the Interlocal Agreement with the CRA for funding of road improvements between Lake and Lucerne Avenues from B to H Streets.

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

- B. Ratification of Emergency Purchase Order with Nextran Truck Centers for the procurement of a 2025 Mack Roll Off Truck (1:31:00)

**Action:** Motion made by Commissioner Stokes and seconded by Commissioner Diaz to approve the ratification of Emergency Purchase Order with Nextran Truck Centers for the procurement of a 2025 Mack Roll Off Truck.

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

- C. Review of Draft Request for Proposals for Executive Recruitment Services – City Manager (1:31:25)

**Action:** Motion made by Commissioner Malega and seconded by Commissioner Stokes to approve the Draft Request for Proposals for Executive Recruitment Services – City Manager, including the National League of Cities, the National Forum for Black Public Administrators and the International Hispanic Network to page 15, #3.

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

**UPCOMING MEETINGS AND WORK SESSIONS:**

February 27 - utility meeting @ 6 pm  
March 5 - regular meeting @ 6 pm

**ADJOURNMENT:** (1:47:16)

**Action:** Motion made by Commissioner Stokes and seconded by Commissioner Malega to adjourn the meeting at 7:51 PM.

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

ATTEST:

\_\_\_\_\_  
Betty Resch, Mayor

\_\_\_\_\_  
Melissa Ann Coyne, MMC, City Clerk

Minutes approved March 5, 2024

Item time stamps correspond to the recording on YouTube.

# CITY OF LAKE WORTH BEACH

## PROCLAMATION

- WHEREAS,** the Greater Palm Beach Chapter of the National Association of Women in Construction (NAWIC), Chapter 87 has distinguished itself for 60 years as the voice of women in construction in Palm Beach County and SE Florida; and
- WHEREAS,** the work done by the Greater Palm Beach Chapter of NAWIC, Chapter 87 has benefited Palm Beach County and SE Florida through community development and educational programs; and
- WHEREAS,** the Greater Palm Beach Chapter of NAWIC, Chapter 87 has unceasingly promoted the employment and advancement of women in the construction industry; and
- WHEREAS,** the construction community, represented by Greater Palm Beach Chapter of NAWIC, Chapter 87, has been a driving force in fostering community development through renovation and beautification projects, promotion of skilled trades careers; and a positive vision of the future; and
- WHEREAS,** the Greater Palm Beach Chapter of NAWIC, Chapter 87 has sought to achieve successful results for Palm Beach County and surrounding areas in a cooperative spirit with other organizations.

**NOW, THEREFORE,** I, Betty Resch, Mayor of the City of Lake Worth Beach, Florida, by virtue of the authority vested in me and on behalf of the City Commission, do hereby recognize the Greater Palm Beach Chapter of NAWIC, Chapter 87 and its many dedicated volunteers for its steadfast work on behalf and support of women in construction, and do proudly proclaim

**MARCH 3-9, 2024**

as

**WOMEN IN CONSTRUCTION WEEK**

and encourage our citizens to congratulate the organization on its many accomplishments.

**IN WITNESS WHEREOF,** I have hereunto set my hand and caused the Seal of the City of Lake Worth Beach, Florida, to be affixed this 5<sup>th</sup> day of March, 2024.

\_\_\_\_\_  
Betty Resch, Mayor

ATTEST:

\_\_\_\_\_  
Melissa Ann Coyne, MMC, City Clerk

# STAFF REPORT REGULAR MEETING

**AGENDA DATE:** March 05, 2024

**DEPARTMENT:** Community Sustainability

**TITLE:**

Resolution No. 06-2024 – documenting the levy of municipal special assessment liens for unpaid lot clearing charges

**SUMMARY:**

This Resolution documents the assessment of the costs incurred by the City for lot clearing services and the levy of such costs as special assessment liens against the properties identified in the Resolution.

**BACKGROUND AND JUSTIFICATION:**

Pursuant to the provisions of sections 12-38 through 12-42 of the Code of Ordinances (the “Lot Clearing Ordinance”), the owners of certain parcels of real property were notified of the existence of debris, vegetation, tree or other matter thereon which were determined to create a hazard declared to be a public nuisance and a violation of the City’s Lot Clearing Ordinance. Certain owners failed to abate such nuisances and the City or its contractor, in accordance with the procedures set forth in the Lot Clearing Ordinance, have abated said nuisances by clearing the offending lots. In accordance with section 12-42, the costs incurred by the City to abate said nuisances were assessed against each property as a special assessment lien at the time services were provided. The list of properties assessed for unpaid lot clearing charges, along with the associated administrative costs, total **\$6,661.74** and are attached to the Resolution as Exhibit “A”. If not paid, these liens may be foreclosed by the City or they may be certified to the tax collector for collection pursuant to the uniform method provided in section 197.3632, Florida Statutes.

**MOTION:**

Move to approve/disapprove Resolution No. 06-2024 documenting the levy of municipal special assessment liens for unpaid lot clearing charges

**ATTACHMENT(S):**

Resolution. 06-2024

RESOLUTION NO. 06-2024 OF THE CITY OF LAKE WORTH BEACH, FLORIDA, DOCUMENTING THE ASSESSMENT OF THE COSTS INCURRED BY THE CITY PURSUANT TO SECTION 12-42 OF THE CITY CODE OF ORDINANCES FOR THE ABATEMENT OF CERTAIN NUISANCES (LOT CLEARING) WITHIN THE CITY; LEVYING LIENS ON SAID PROPERTIES IDENTIFIED HEREIN; PROVIDING FOR THE RECORDING OF THIS RESOLUTION IN THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA; PROVIDING A SEVERABILITY CLAUSE, AN EFFECTIVE DATE AND FOR OTHER PURPOSES

WHEREAS, the City of Lake Worth Beach, Florida has, pursuant to sections 12-38 through 12-42 of the Code of Ordinances of the City of Lake Worth Beach, Florida, as amended, found and determined that the condition of certain properties or parcels of land as hereinafter described violated section 12-38 of said Code by reason of the existence of debris, vegetation, tree, or other matter thereon and thereby created a hazard declared to be a public nuisance; and

WHEREAS, the respective owners of the parcels of property hereinafter described were duly notified of the existence of the aforesaid nuisances on their properties and were required to abate the nuisances; and

WHEREAS, said owners have, after being duly notified by a Notice of Violation, failed to bring their property into code compliance; and

WHEREAS, the lots have been cleared of debris, vegetation, tree or other public nuisance thereon by the City or its contractor at a cost to the City as set forth below; and

WHEREAS, it is recommended that in accordance with section 12-42 of the Code of Ordinances of the City of Lake Worth Beach, the costs incurred to abate said nuisances, which are assessed against the respective properties as special assessment liens, be hereby documented and recorded against the properties in the Public Records of the Palm Beach County, Florida.

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

**Section 1.** The foregoing recitals are hereby ratified and confirmed as being true and correct and are hereby made a specific part of this resolution.

**Section 2.** Legislative Determinations. It is hereby ascertained and declared that the lot clearing on the properties listed in **Exhibit "A"** (attached hereto and incorporated herein) provided a special benefit to each parcel assessed, based upon the following legislative determinations:

(A) It is hereby ascertained, determined, and declared that each assessed parcel has benefitted by the City's provision of lot clearing services in an amount not less than the amount



of the lot clearing services costs imposed against each parcel.

(B) It is fair and reasonable to assess the lot clearing services costs in the amounts actually expended by the City to benefit each assessed parcel.

**Section 3.** In accordance with sec. 12-42 of the Code of Ordinances, at the time services were provided, all costs incurred by the City in the abatement of nuisances on the following parcels of land, along with an administrative fee, were levied and assessed against said properties as municipal special assessment liens on the properties identified and in the amounts indicated on the attached "**Exhibit A**". To each of the aforesaid lien amounts shall be added the cost to reimburse the City to record each lien in the Public Records of Palm Beach County, Florida. The City Commission is hereby documenting such special assessment liens through this resolution.

**Section 4.** Said liens shall be prior in dignity to all other liens, encumbrances, titles and claims against the property and equal in rank and dignity with ad valorem taxes and shall remain on such property until paid. A failure to pay any such lien, even a lien upon homesteaded property, may result in a loss of title to property.

**Section 5.** Said special assessment liens shall bear interest from the date of adoption of this resolution at the legal rate until fully paid.

**Section 6.** The City Clerk is hereby directed to record a certified copy of this resolution in the Public Records of Palm Beach County, Florida. The failure to record a certified copy of this resolution shall not affect the validity of any special assessment.

**Section 7.** The Finance Department is hereby directed to mail a copy of this resolution to the owners of the parcels of land levied hereby at the last known address of such owner.

**Section 8.** Such assessment liens, together with interest, administrative fees costs, and reasonable attorneys' fees shall be enforced and collected, and may be foreclosed, pursuant to the Code of Ordinances of the City of Lake Worth Beach and applicable provisions of law. Such assessment liens, if they remain unpaid, may also be collected pursuant to the uniform method set forth in sec. 197.3632, Fla. Stat. or through any other remedy available at law or in equity.

**Section 9.** All resolutions or parts of resolutions in conflict herewith are hereby repealed.

**Section 10.** If any provision of this resolution or the application thereof to any person or circumstances is held invalid, the invalidity shall not affect other provisions or applications of this resolution which can be given effect without the invalid provision or application and to this end the provisions of this resolution are declared severable.

**Section 11.** This resolution shall take effect upon adoption.

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

Mayor Betty Resch  
Vice Mayor Christopher McVoy  
Commissioner Sarah Malega  
Commissioner Kim Stokes  
Commissioner Reinaldo Diaz

The Mayor thereupon declared this resolution duly passed and adopted on this \_\_\_\_ day of March, 2024.

LAKE WORTH BEACH CITY COMMISSION

By: \_\_\_\_\_  
Betty Resch, Mayor

ATTEST:

\_\_\_\_\_  
Melissa Ann Coyne, MMC, City Clerk

## Exhibit A

CASE #	OWNER	MAILING ADDRESS	MAILING CITY/STATE	PCN	LEGAL DESCRIPTION	PROPERTY ADDRESS	INVOICE AMOUNT
23-356	MAESEL SHAWN R	105 E PALMETTO PARK RD	BOCA RATON FL 33432 4801	38-43-44-21-15-118-0091	TOWN OF LAKE WORTH N 1/2 OF LT 9 & LT 10 BLK 118	420 N H ST	\$500.00
23-1273	BECKMAN RICHARD A	1125 N K ST	LAKE WORTH BEACH FL 33480 2235	38-43-44-25-15-346-0100	TOWN OF LAKE WORTH LT 10 BLK 346	1125 N K ST	\$855.00
23-1272	JOHNSON BRUCE	412 S B ST	LAKE WORTH BEACH FL 33480 4338	38-43-44-21-15-137-0081	TOWN OF LAKE WORTH N 25 FT OF LT 6 BLK 137	412 S B ST	\$963.79
23-1410	BANTOCRATOR TRUST	7756 NEMEC DR S	WEST PALM BEACH FL33406 8761	38-43-44-21-15-066-0150	TOWN OF LAKE WORTH LT 15 BLK 66	205 N C ST	\$1,034.61
23-1500	APPRECIATE CHARITY INC	700 S DIXIE HWY	LAKE WORTH BEACH FL 33480 4951	38-43-44-21-15-223-0090	TOWN OF LAKE WORTH LT 9 (LESS E 2.25 FT & NELY TROGLR PAR US NO 1 R/W) BLK 223	700 S DIXIE HWY	\$1,305.54
23-1893	WILLIAMS ICON HOMES & PROPERTIES & DEALE WILLIAM R	1616 CAMERON LANDING DR	STOCKBRIDGE GA 30281 6863	38-43-44-21-15-082-0312	TOWN OF LAKE WORTH W 45 FT OF LTS 31 & 32 BLK 82	1006 3RD AVE N	\$500.00
23-2245	MAESEL SHAWN R	105 E PALMETTO PARK RD	BOCA RATON FL 33432 4801	38-43-44-21-15-118-0091	TOWN OF LAKE WORTH N 1/2 OF LT 9 & LT 10 BLK 118	420 N H ST	\$837.80
24-11	ALC HOME SERVICES LLC	7485 W ATLANTIC AVE STE 200-288	DELRAY BEACH FL 33446 1393	38-43-44-21-15-235-0130	TOWN OF LAKE WORTH LT 13 BLK 235	719 S C ST	\$665.00
			-			TOTAL	\$6,661.74

# STAFF REPORT REGULAR MEETING

**AGENDA DATE:** March 5, 2024

**DEPARTMENT:** Community Sustainability

**TITLE:**

Resolution No. 07-2024 – documenting the levy of municipal special assessment liens for unpaid boarding and securing charges

**SUMMARY:**

This resolution documents the assessment of the costs incurred by the City for boarding and securing services and the levy of such costs as special assessment liens against the properties identified in the resolution.

**BACKGROUND AND JUSTIFICATION:**

Pursuant to the provisions of sections 2-75.2 through 2-75.2.7 of the Code of Ordinances (the “Board and Secure Ordinance”), the owners of certain parcels of real property were notified of the existence of a structure that allows access to its interior which is not boarded or secured and that does not have a certificate of boarding which were determined to create a hazard declared to be a public nuisance and a violation of the City’s Board and Secure Ordinance. Certain owners failed to abate such nuisances and the City or its contractor, in accordance with the procedures set forth in the Board and Secure Ordinance, have abated said nuisances by boarding and securing the structure. In accordance with section 2-75.2.7, the costs incurred by the City to abate said nuisances were assessed against each property as a special assessment lien at the time services were provided. The list of properties assessed for unpaid boarding and securing charges, along with the associated administrative costs, total **\$6,835.00** and are attached to Resolution No. 07-2024 as Exhibit “A”. If not paid, these liens may be foreclosed by the City or they may be certified to the tax collector for collection pursuant to the uniform method provided in section 197.3632, Florida Statutes.

**MOTION:**

Move to approve/disapprove Resolution No. 07-2024 documenting the levy of municipal special assessment liens for unpaid boarding and securing charges

**ATTACHMENT(S):**

Resolution No. 07-2024

RESOLUTION NO. 07-2024 OF THE CITY OF LAKE WORTH BEACH, FLORIDA, DOCUMENTING THE ASSESSMENT OF THE COSTS INCURRED BY THE CITY PURSUANT TO SECTION 2-75.2.7 OF THE CITY CODE OF ORDINANCES FOR THE ABATEMENT OF CERTAIN NUISANCES (BOARDING AND SECURING) WITHIN THE CITY; LEVYING LIENS ON SAID PROPERTIES IDENTIFIED HEREIN; PROVIDING FOR THE RECORDING OF THIS RESOLUTION IN THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA; PROVIDING A SEVERABILITY CLAUSE, AN EFFECTIVE DATE AND FOR OTHER PURPOSES

WHEREAS, the City of Lake Worth Beach, Florida has, pursuant to sections 2-75.2 through 2-75.2.7 of the Code of Ordinances of the City of Lake Worth Beach, Florida, as amended, found and determined that the condition of certain properties or parcels of land as hereinafter described violated section 2-75.2.2(a) of said Code by reason of the existence of a structure that allows access to its interior and which is not boarded and secured or a structure that is boarded and secured but does not have a certificate of boarding which thereby has created a hazard declared to be a public nuisance; and

WHEREAS, the respective owners of the parcels of property hereinafter described were duly notified of the existence of the aforesaid nuisances on their properties and were required to abate the nuisances; and

WHEREAS, said owners have, after being duly notified by a Notice of Violation, failed to bring their property into code compliance; and

WHEREAS, the structures have been boarded and secured by the City or its contractor at a cost to the City as set forth below; and

WHEREAS, it is recommended that in accordance with section 2-75.2.7 of the Code of Ordinances of the City of Lake Worth Beach, the costs incurred to abate said nuisances, which are assessed against the respective properties as special assessment liens, be hereby documented and recorded against the properties in the Public Records of the Palm Beach County, Florida.

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

**Section 1.** The foregoing recitals are hereby ratified and confirmed as being true and correct and are hereby made a specific part of this resolution.

**Section 2.** Legislative Determinations. It is hereby ascertained and declared that the boarding and securing of the structures on the properties listed in **Exhibit "A"** (attached hereto and incorporated herein) provided a special benefit to each parcel assessed, based upon the following legislative determinations:

(A) It is hereby ascertained, determined, and declared that each assessed parcel has benefitted by the City's provision of boarding and securing services in an amount not less than the amount of the boarding and securing services costs imposed against each parcel.

(B) It is fair and reasonable to assess the boarding and securing services costs in the amounts actually expended by the City to benefit each assessed parcel.

**Section 3.** In accordance with sec. 2-75.2.7 of the Code of Ordinances, at the time services were provided, all costs incurred by the City in the abatement of nuisances on the following parcels of land, along with an administrative fee, were levied and assessed against said properties as municipal special assessment liens on the properties identified and in the amounts indicated on the attached "**Exhibit A**". To each of the aforesaid lien amounts shall be added the cost to reimburse the City to record each lien in the Public Records of Palm Beach County, Florida. The City Commission is hereby documenting such special assessment liens through this resolution.

**Section 4.** Said liens shall be prior in dignity to all other liens, encumbrances, titles and claims against the property and equal in rank and dignity with ad valorem taxes and shall remain on such property until paid. A failure to pay any such lien, even a lien upon homesteaded property, may result in a loss of title to property.

**Section 5.** Said liens shall bear interest from the date of adoption of this resolution at the legal rate until fully paid.

**Section 6.** The City Clerk is hereby directed to record a certified copy of this resolution in the Public Records of Palm Beach County, Florida. The failure to record a certified copy of this resolution shall not affect the validity of any special assessment.

**Section 7.** The Finance Department is hereby directed to mail a copy of this resolution to the owners of the parcels of land levied hereby at the last known address of such owner.

**Section 8.** Such assessment liens, together with interest, administrative fees costs, and reasonable attorneys' fees shall be enforced and collected, and may be foreclosed, pursuant to the Code of Ordinances of the City of Lake Worth Beach and applicable provisions of law. Such assessment liens, if they remain unpaid, may also be collected pursuant to the uniform method set forth in sec. 197.3632, Fla. Stat. or through any other remedy available at law or in equity.

**Section 9.** All resolutions or parts of resolutions in conflict herewith are hereby repealed.

**Section 10.** If any provision of this resolution or the application thereof to any person or circumstances is held invalid, the invalidity shall not affect other provisions or applications of this resolution which can be given effect without the invalid provision or application and to this end the provisions of this resolution are declared severable.

**Section 11.** This resolution shall take effect upon adoption.

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

Mayor Betty Resch  
Vice Mayor Christopher McVoy  
Commissioner Sarah Malega  
Commissioner Kim Stokes  
Commissioner Reinaldo Diaz

The Mayor thereupon declared this resolution duly passed and adopted on this \_\_\_\_ day of March, 2024.

LAKE WORTH BEACH CITY COMMISSION

By: \_\_\_\_\_  
Betty Resch, Mayor

ATTEST:

\_\_\_\_\_  
Melissa Ann Coyne, MMC, City Clerk

## Exhibit A

CASE #	OWNER	MAILING ADDRESS	MAILING CITY/STATE	PCN	LEGAL DESCRIPTION	PROPERTY ADDRESS	INVOICE AMOUNT
23-0334	KAHANEK JEFFREY	730 N B ST	LAKE WORTH BEACH FL 33460 2429	38-43-44-21-15-200-0080	TOWN OF LAKE WORTH LT 8 BLK 200	730 N B ST	\$5,670.00
23-1886	WILLIAMS ICON HOMES & PROPERTIES & DEALER WILLIAM R	1616 CAMERON LANDING DR	STOCKBRIDGE GA 30281 6863	38-43-44-21-15-082-0312	TOWN OF LAKE WORTH W 45 FT OF LTS 31 & 32 BLK 82	1006 3RD AVE N	\$1,165.00
						TOTAL	\$6,835.00



# STAFF REPORT REGULAR MEETING

**AGENDA DATE:** March 5, 2024

**DEPARTMENT:** Community Sustainability

**TITLE:**

Task Order No. 2 with Song & Associates, Inc to prepare construction documents for the expansion and renovation of the Community Sustainability Department

**SUMMARY:**

Task Order No. 2 under the City's Continuing Services Agreement with Song & Associates, Inc. is to prepare construction documents appropriate for bidding and permitting for expansion and renovation of the Community Sustainability Department spaces at 1900 Second Avenue North.

**BACKGROUND AND JUSTIFICATION:**

In response to City solicitation for professional services RFQ #23-300, Song & Associates was selected in March, 2023 as one of four consulting firms to provide architectural services to the City. Following the approval of the contract for Song & Associates, the City approved Task Order #1 for the firm to prepare a conceptual design package for an expansion and renovation project at 1900 Second Avenue North to address growing space needs of the Community Sustainability Department and to improve the customer service experience and security. The conceptual design package was completed in late 2023 followed by a request to the consultant to provide a Scope of Services proposal to prepare construction documents appropriate for bidding and permitting of the conceptual design.

Task Order #2 is for the provision or all of the consultant services necessary for the preparation of construction documents in order for the City to undertake a bidding process to select a contract and to move the proposed renovation and expansion project for 1900 Second Avenue North into permitting. The task order is for an all-inclusive fee of \$125,050 to cover the construction document expenses for an anticipated \$1 million plus construction project as outlined in the 1900 Conceptual Design package

Funding was allocated from the Building Enterprise Fund to cover these expenses as part of its Fiscal Year 2024 budget.

**MOTION:**

Move to approve/disapprove Task Order No. 2 with Song & Associates to prepare construction documents appropriate for bidding and permitting for expansion and renovation of the Community Sustainability Department spaces at 1900 Second Avenue North.

**ATTACHMENT(S):**

Fiscal Impact Analysis  
Task Order No. 2  
Invoice

**FISCAL IMPACT ANALYSIS**

Five Year Summary of Fiscal Impact:

<b>Fiscal Years</b>	<b>2024</b>	<b>2025</b>	<b>2026</b>	<b>2027</b>	<b>2028</b>
<b>Inflows/Revenues</b>					
Appropriated (Budgeted)	0	0	0	0	0
Program Income	0	0	0	0	0
Grants	0	0	0	0	0
In Kind	0	0	0	0	0
<b>Outflows/Expenditures</b>					
Appropriated (Budgeted)	\$125,050	0	0	0	0
Operating	0	0	0	0	0
Capital	0	0	0	0	0
<b>Net Fiscal Impact</b>					
<i>(If not budgeted)</i>	0	0	0	0	0
<b>No. of Addn'l Full-Time</b>					
<b>Employee Positions</b>	0	0	0	0	0

<b>Contract Award - Existing Appropriation (Budgeted)</b>	
	<b>Expenditure</b>
<b>Department</b>	Community Sustainability
<b>Division</b>	Building
<b>GL Description</b>	Other/Improvements
<b>GL Account Number</b>	301-2020-589.63-00
<b>Project Number</b>	GV2404
<b>Requested Funds</b>	\$125,050
<b>Remaining Balance</b>	\$1,173,716
<b>Source of Revenue</b> (i.e. Paygo. Current Revenue, Bond Money, Grants, etc.)	Building Enterprise Fund Balance

**TASK ORDER No. 2**  
**RFQ#23-300**  
**CONTINUING PROFESSIONAL SERVICES**  
**(Architecture)**

THIS TASK ORDER FOR CONTINUING PROFESSIONAL SERVICES (“Task Order”) is made on the day of \_\_\_\_\_, between the **City of Lake Worth Beach**, a Florida municipal corporation (“City”) and **SONG & Associates, Inc.**, a Florida CORPORATION (“CONSULTANT”).

**1.0 Project Description:**

The City desires the CONSULTANT to provide those services as identified herein for the Project. The Project is described in the CONSULTANT’s Proposal, dated February 8, 2024 and services are generally described as: Professional Architectural & Engineering Services for Expansion and Remodeling of Community Sustainability Dept. at Field Service Complex Design Development, Construction Documents, and Construction Administration (the “Project”).

**2.0 Scope**

Under this Task Order, the CONSULTANT will provide the City of Lake Worth Beach with Architecture consulting services for the Project as specified in the **CONSULTANT’s proposal attached hereto and incorporated herein as Exhibit “1”**.

**3.0 Schedule**

The services to be provided under this Task Order shall be completed within **270** calendar days from the City’s approval of this Task Order or the issuance of a Notice to Proceed.

**4.0 Compensation**

This Task Order is issued for a lump sum, not to exceed amount of **One Hundred Twenty-Five Fifty Dollars (\$125,050)**. The attached proposal identifies all costs and expenses included in the lump sum, not to exceed amount.

**5.0 Project Manager**

The Project Manager for the CONSULTANT is: Jill Lanigan, phone (561) 628-3188; email: ilanigan@songandassociates.com; and, the Project Manager for the City is William Waters, phone: 561-586-1634; email: wwaters@lakeworthbeachfl.gov

**6.0 Progress Meetings**

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

**7.0 Authorization**

This Task Order is issued pursuant to the Continuing Professional Services Agreement (Architecture) based on RFQ#23-300 between the City of Lake Worth Beach and the CONSULTANT, dated **03/28/2023** (“Agreement” hereafter). If there are any conflicts between the terms and conditions of this Task Order and the Agreement, the terms and conditions of the Agreement shall prevail.

IN WITNESS WHEREOF, the parties hereto have made and executed this Task Order No. 2 as of the day and year set forth above.

**CITY OF LAKE WORTH BEACH, FLORIDA**

By: \_\_\_\_\_  
Betty Resch, Mayor

ATTEST:

By: \_\_\_\_\_  
Melissa Ann Coyne, MMC, City Clerk

APPROVED AS TO FORM AND  
LEGAL SUFFICIENCY:

APPROVED FOR FINANCIAL  
SUFFICIENCY

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

By: \_\_\_\_\_  
Yannick Ngendahayo, Financial Services Director

CONSULTANT: SONG & ASSOCIATES, INC.

By: \_\_\_\_\_  
*J. Jamy*  
Jill Lortigan,  
PRINCIPAL

[Corporate Seal]

STATE OF FLORIDA )  
COUNTY OF PALM BEACH

THE FOREGOING instrument was acknowledged before me by means of • physical presence or • online notarization on this 15 day of FEBRUARY, 2024, **SONG & Associates, Inc.**, by a Florida Corporation, who is personally known to me or who has produced \_\_\_\_\_ as identification, and who did take an oath that he or she is duly authorized to execute the foregoing instrument and bind the CONSULTANT to the same.

\_\_\_\_\_  
Notary Public Signature



Perry Douglass  
Comm. #GG955662  
Expires: May 1, 2024  
Bonded Thru Aaron Notary

Notary Seal:

**Exhibit “1”**  
**(Consultant’s Proposal – 7 pages)**



February 8, 2024

William Waters, AIA, NCARB, LEED AP BD+C, GGP, ID, SEED  
Community Sustainability Director  
City of Lake Worth Beach  
1900 Second Avenue North  
Lake Worth Beach, FL 33461

RE: Professional Architectural & Engineering Services for  
Expansion and Remodeling of Community Sustainability Dept. at Field Service Complex  
Design Development, Construction Documents, and Construction Administration

Dear Mr. Waters,

Song + Associates has completed Phase 1 services including Space Needs Analysis and Conceptual Design for reorganization and expansion of your Community Sustainability/Building Dept. at the Field Service Complex located at 1900 Second Avenue North. We respectfully submit this proposal for services to develop the selected design option dated January 8, 2024 through construction documents, permitting, bidding, and construction administration.

## I. PROJECT UNDERSTANDING

The first phase of the project included development of the space program and the building needs analysis of the affected departments and public lobby improvements. The proposed design includes an expansion of the building to accommodate a new public lobby and customer service area as well as additional staff work area. A mezzanine, to be located above the existing lobby area, will provide space for long-term record storage. Remodeling and reconfiguration of existing single-fixture restrooms adjacent to the current lobby will provide a new connection to the Utilities Dept. directly from the new public lobby. Two new single-fixture restrooms will be added within the existing staff work area of the Community Sustainability department. Other minor remodeling will include door and partition modifications to improve functionality.

The expansion area will be in the existing raised entry plaza and will require a new accessibility ramp and modification of existing steps and raised planters. Improvements are not expected to impact the existing parking lot or other site areas beyond the expansion area. This proposal includes a partial survey of the affected area. The new construction may impact existing stormwater drainage and/or utility connections. The proposal includes Analysis and Conceptual/Schematic Design for Civil Engineering to determine the extent of site/civil work required.

The new construction will occur between two existing metal buildings. As metal buildings typically have minimal reserve structural capacity, we assume that the new structure will be entirely independent of the two existing buildings. Further, we assume that the foundations will be shallow spread footings and that the ground slab can be soil supported.

## II. SCOPE OF SERVICES

### A. OVERVIEW

1. Song + Associates and our consultants of Jezerinac Group (Structural), OCI Associates (MEP), and Engenuity Group (Civil and Survey) will be providing Architectural and Engineering services (inclusive of basic interior design and finish selections) for this project.

## Song + Associates, Inc.

Architecture • Planning • Interior Design  
AA003165 / IB0001095

1545 Centrepark Drive North  
West Palm Beach, Florida 33401  
T: 561.655.2423 F: 561.655.1482

American Institute of Architects / NCARB

2. We will provide professional services necessary for the design phases consisting of Design Development, Construction Documents, Permitting, Bidding/ Negotiation Assistance, and Construction Administration.

B. DESIGN DEVELOPMENT

- Investigate and document the site conditions for the purpose of drafting as-built drawings as required for the scope of work. Review available construction record documents as provided by the City.
- Prepare design documents inclusive of drawings and outline specifications (table of contents) describing in general the construction work to be performed: materials, equipment, building systems, workmanship and finishes required for the work.
- Coordinate and interface with other consulting disciplines of Mechanical, Electrical and Plumbing, Structural, and Civil Engineering.
- The anticipated delivery method for construction will be Design/Bid/Build. Coordinate with the Owner for the front end of the specifications pertaining to the conditions of the construction contract including phasing, general conditions, general requirements, schedule, milestones, etc.
- Facilitate discussions with the Building Department and Fire Marshal to receive their input regarding design and documentation prior to the formal permit review.
- Conduct periodic progress meetings with the Owner and Design Consultants.
- Prepare documentation as needed to support Site Plan approval process requirements.
- Provide Conceptual/Schematic Design for civil engineering to support Site Plan approval process. Research existing water and sewer utility connections, stormwater discharge and detention requirements. Identify civil engineering scope necessary for the project and define the requirements for Owner review and direction. (Note: Additional services fees may be required for potential expanded scope.)
- Provide a coordinated Design Development set for Owner review.
- Upon receipt of written Owner comments, provide a matrix of comment responses.

C. CONSTRUCTION DOCUMENTS

- Upon the Owner's approval of the Design Development deliverable, prepare documentation inclusive of drawings and 3-part technical specifications describing in detail the construction work to be performed: materials, equipment, workmanship, and finishes required for the work.
- Continue to coordinate and interface with other consulting disciplines of Mechanical, Electrical and Plumbing, and Structural to finalize the design.
- Perform final coordination with the Owner for the requirements for the front end of the specifications pertaining to the conditions of the construction contract including phasing, general conditions, general requirements, schedule, milestones, etc.
- Continue discussions with the Building Department and Fire Marshal to receive their final input regarding design and documentation prior to official permit review.
- Conduct periodic progress meetings with the Owner and Design Consultants.
- Provide the final coordinated contract documents that will guide stakeholders in the project moving forward.

D. PERMIT, BIDDING AND NEGOTIATION ASSISTANCE

- Assist in the preparation of bid documents.
- Respond to Bidder questions and preconstruction RFI's.

- Issue revised documents required by addenda items.
- Assist the Owner with review and evaluation of the bids and contractor qualifications when requested.
- Provide a conformed set of documents incorporating pertinent revisions including Building Department comments, addenda and responses to preconstruction RFI's.

E. CONSTRUCTION ADMINISTRATION

- Provide responses to Contractor construction RFI's
- Review and process shop drawings and product samples.
- Conduct periodic site observation visits to evaluate construction relative to the intent of the documents.
- Attend periodic OAC (Owner/ Architect/Contractor) meetings every two weeks. Construction is not expected to exceed 10 months. Extended construction schedule may require additional fees for meeting attendance if required.
- Review payment applications and certifications.
- Review all Construction Change Proposals and Change Orders for accuracy.
- Issue field bulletins when necessary.
- Issue Certificates for Substantial completion with punch list items and Final Pay Application Certificate.

III. **FEES**

**Basic Services:** Architecture, Structural, Mechanical, and Electrical, Plumbing and Fire Protection services. These are as identified by the State of Florida Division of Management Services which is one of several tools used as a reference to help establish services and fees.

**Extended Services:** are those which are considered additional services according to the State of Florida DMS. Certain extended services are a requirement of the project to procure the necessary approvals and permits needed for construction. We have identified those that are required and those which are optional and at the discretion of the Owner whether they are to be part of the design scope.

Description of Extended Services in this proposal:

**Civil Conceptual/Schematic Design (Required)**

- Meet with Owner to define and clarify requirements for the Project and available data.
- Provide the design team with the technical data and information for creation of Site Plan and submittals for Site Plan Approval.
- Research and Coordination of existing water and sewer utility connection points.
- Research and Coordination on legal positive outfall point and detention requirements for storm water discharge and runoff.
- Conceptual/Schematic Design will define additional engineering scope and required permitting including but not limited to South Florida Water Management District ERP permits or permit modifications, City of Lake Worth Beach Engineering Department on-site paving and drainage requirements and NPDES Permit. A proposal for required additional services will be prepared and presented for Owner's consideration based on the Conceptual/Schematic Civil Design.

**Partial Survey (Required)**

Prepare a Topographic and Tree Survey pursuant to Chapter 5J-17.050, Florida Administrative Code, of a portion of the site identified by Parcel Control Number: 38-43-44-21-02-021-0010. The limits of the survey is shown on the attached graphic outlined in red (Exhibit A) which includes a **Designated Scope of Services** for a specific list of items to be included on the survey.



The final deliverable will be an electronically signed and sealed copy of the Topographic and Tree Survey with accompanying AutoCAD file.

**Low Voltage Systems Coordination (Required – included in basic services)**

The Design Team will coordinate with Owner vendors for point-to-point conduit locations for specialty systems for Owner-selected devices and locations which include the following:

- Low Voltage Access/ Security systems.
- IT/Data locations and system coordination.

**Detailed Interior Design and Signage (Optional)**

Recommendations for finishes and fixture types is included in the basic services. Development and presentation of interior color palettes, selection and specification of products may be provided as an optional service. Detailed Interior signage scope would include full interior building signage design, numbering, specifications, and branding in compliance with any City’s standards beyond the minimum code required.

**Furniture Selection and Procurement (Optional)**

Select options of manufacturer products and develop specifications for the various types of furniture, fixtures and equipment (FFE). Procurement of furniture includes research of alternate vendors to obtain the best pricing, preparation of purchase orders for submission by the Owner, and Architect supervision of onsite installation to ensure design intent is met. Services may be provided as a lump sum fee typically based on 10% to 15% of the net cost of goods.

**Record Documents**

Provide electronic drawing files (PDF & CAD) which will reflect contractor-provided redline changes to the permit documents during construction.

**Sustainable Design**

LEED certification or any other sustainable certification process is not included; however, Song + Associates and our consultants are committed to sustainable design which will include common “green” building practices.

Song + Associates, Inc. will provide the above-described services for a fixed fee amount as outlined below.

**A. Basic Services**

1. Basic Services for Architectural/ Structural / MEP.	\$	<b>105,800.00</b>
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**B. Required Extended Services**

2. Civil Conceptual/Schematic Design	\$	3,300.00
3. Partial Survey	\$	6,450.00
4. Low Voltage system Coordination		<i>(inc. in Basic)</i>

	Subtotal (B)	\$	9,750.00
	<b>Subtotal (A + B)</b>	<b>\$</b>	<b>115,550.00</b>

**C. Optional Extended Services**

5. Detailed Interior and Signage Design	\$	5,500.00
6. Furniture Selection and Procurement Assistance	\$	TBD
7. Record Documents	\$	2,500.00

	Subtotal (C)	\$	<b>8,000.00</b>
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**D. Reimbursable Expenses**

8. Allowance - Not to Exceed	\$	1,500.00
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	<b>Grand Total (A + B + C + D)</b>	<b>\$</b>	<b>125,050.00</b>
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**IV. REIMBURSABLE EXPENSES**

Reimbursable expenses shall be in accordance with the terms and conditions of the Client Prime Agreement for Continuing Annual Services and shall not exceed the amount set forth above. The Architect shall be paid for all normal reimbursable expenses such as, but not limited to, printing, reproductions, special delivery, mileage and travel expenses outside the County, in addition to the base compensation within the allowance stated above.

**V. ADDITIONAL SERVICES**

Additional services not included in the scope above but offered by this design team may be provided through an additional services proposal either on an hourly basis or lump sum agreement. Hourly services may be provided in accordance with the hourly rates as set forth in the Client Prime Agreement for Continuing Annual Services. These include but are not limited to:

- Geotechnical Services – the expansion area is intended to occur at the raised building entry plaza assumed to be compacted. If original construction drawings and soil reports are not available soil borings may be required. If additional civil work is identified, percolation and other geotechnical or environmental testing may be required.
- Civil Engineering – this proposal includes conceptual level design and study of the project’s affected area. Additional civil engineering may be determined to be necessary including but not limited to modifications of water and sewer utility connections, stormwater drainage and agency permitting.
- Landscape Architecture and Irrigation – The project limits should not impact landscape design other than minimal impacts to existing planters and foundation plantings which could be addressed by the Owner’s maintenance resources.
- Commissioning and/or Sustainable Design for certification.
- Detailed Cost Estimates
- Construction Administration services beyond the time frame set forth in Section II.E, above.

**VI. EXCLUSIONS**

- Demolition to expose concealed conditions.
- Material Testing including identification of hazardous materials
- Fire Flow Tests

This proposal will remain valid for 60 days from the date of this letter. S+A will await a written purchase order to serve as authorization to proceed. We appreciate this opportunity and look forward to your consideration of this proposal.

Sincerely,

Jill Lanigan,  
Principal

cc: Robert Castrovinci, S+A; Lisa Centeno, S+A; file

Exhibit A - Area and Scope of Survey

Graphic



**DESIGNATED SCOPE OF SERVICES: TOPOGRAPHIC/TREE SURVEY**  
**NAME: CITY OF LWB COMMUNITY SUSTAINABILITY BLDG EXPANSION**  
**ENGENUITY PROJECT NO. 24019.01      DATE: 2/5/2024**

TASK:	Included in Contract (Yes/No)
<b>Topographical Survey</b>	
Minimum of two permanent benchmarks per every 500' on site; description and elevation to nearest .01'.	Yes
Contours at 1-foot intervals; error shall not exceed one half contour interval.	No
Spot elevation at each intersection of a 50-foot square grid covering the property.	Yes
Spot elevations at street intersection and at 100 feet on center curb, sidewalk and edge of paving including far side of paving.	Yes
Topographic data will be obtained at 100-foot intervals of the road from right-of-way to right-of-way.	Yes
Plotted location of structures, man-made (e.g., paved areas) and natural features.	Yes
Location of water mains, and other utilities including, but not limited to, buried tanks and septic fields serving, or on, the property based on as-built information supplied by utility companies.	No
Location of fire hydrants available to the property.	Yes
Location and characteristics of power and communications systems above grade.	Yes
Location, size, depth and direction of flow of sanitary sewers, storm drains and culverts serving, or on, the property; location of catch basins and manholes, and inverts of pipe at each.	Yes
Name of the operating authority of each utility.	No
Elevation of water in any excavation, well or nearby body of water.	No
Extent of watershed onto the property.	No
Trees of 6" and over (caliper 3' above ground); locate within 1' tolerance and give species in English or botanical terms.	Yes
Specimen trees flagged by the Owner or the Architect (___ in number); locate to the center within 1' tolerance; give species in English or botanical terms, give caliper and ground elevation on upper slope side.	No
Perimeter outline only of thickly wooded areas unless otherwise directed.	Yes
Confirm soil boring location(s).	No
SUE Services included in the scope	No
Scale of drawing is typically 1"=20' but will be determined by Engenuity Group, Inc. unless the client specifies a scale they would like the drawing at.	
Other (specify):	
<ol style="list-style-type: none"> <li>1. Datum will be National American Vertical Datum 1988 (NAVD 88)</li> <li>2. SUE Services are not included in the services</li> </ol>	

# STAFF REPORT REGULAR MEETING

**AGENDA DATE:** March 5, 2024

**DEPARTMENT:** Electric Utility

**TITLE:**

Waiver to Competitive Selection Process for the purchase of the oil radiator for TPTL-2 transformer from Trantech Radiator Products, Inc.

**SUMMARY:**

Request for approval of Main Yard Power Transformer, TPTL-2, Oil Radiator (material only) purchase.

**BACKGROUND AND JUSTIFICATION:**

During scheduled maintenance work on the Main Yard Power Transformer, TPTL-2, an oil leak coming from an oil cooling radiator was identified. There are nine (9) oil radiators in TPTL-2. The remaining eight (8) oil radiators do not provide sufficient heat exchange cooling of the oil for the transformer to operate comfortably at its maximum load rating of 50MVA.

The Main Yard transformers are critical pieces of equipment required to maintain adequate electric system reliability. The Acting City Manager and Purchasing Department Staff were notified promptly of the emergent situation and the need to expedite the procurement of the oil radiator has been initiated. Given the history of Lake Worth Beach Electric system loads, TPTL-2 needs to be restored to operate at its maximum load rating by early May, 2024.

The lead time for material delivery of this component is estimated at 14 weeks. Three quotes were obtained and Trantech Radiator Products, Inc. was the best quotation for this critical component at a cost not to exceed \$89,265.03.

In accordance with the City Procurement code Sec. 2-112 (g), the City may waive the competitive selection procedure as specific goods and/or services cannot reasonably be acquired through the normal competitive selection procedure due to insufficient time for the competitive selection process and component delivery lead time. Therefore, the City reached out to three qualified vendors for a quotation.

**MOTION:**

Move to approve/disapprove Waiver to Competitive Selection Process for the purchase of the oil radiator for TPTL-2 transformer from Trantech Radiator Products, Inc. at a cost not to exceed \$ 89,265.03.

**ATTACHMENT(S):**

Fiscal Impact Analysis

Quote

Vendor comparison spreadsheet

**FISCAL IMPACT ANALYSIS**

Five Year Summary of Fiscal Impact:

<b>Fiscal Years</b>	<b>2024</b>	<b>2025</b>	<b>2026</b>	<b>2027</b>	<b>2028</b>
<b>Inflows/Revenues</b>					
Appropriated (Budgeted)	0	0	0	0	0
Program Income	0	0	0	0	0
Grants	0	0	0	0	0
In Kind	0	0	0	0	0
<b>Outflows/Expenditures</b>					
Appropriated (Budgeted)	\$89,265.03	0	0	0	0
Operating	0	0	0	0	0
Capital	0	0	0	0	0
<b>Net Fiscal Impact</b>					
<i>(If not budgeted)</i>	0	0	0	0	0
<b>No. of Addn'l Full-Time</b>					
Employee Positions	0	0	0	0	0

<b>Contract Award - Existing Appropriation (Budgeted)</b>	
	Expenditure
Department	Electric Utilities
Division	Main Yard
GL Description	Service / Buildings
GL Account Number	401-6020-531-56.20
Project Number	Electric Utilities
Requested Funds	\$89,265.03
Remaining Balance	\$152,672.26
Source of Revenue (i.e. Paygo, Current Revenue, Bond Money, Grants, etc.)	Paygo/ Current Revenues



QUOTATION

**TO:**

CITY OF LAKE WORTH  
 ATTN: ACCOUNTS PAYABLE  
 7 NORTH DIXIE HWY  
 LAKE WORTH, FL 33460

**SHIP TO:**

CITY OF LAKE WORTH  
 MUNICIPAL WAREHOUSE  
 1900 2ND AVENUE NORTH  
 LAKE WORTH, FL 33461

ATTN: ACCOUNTS PAYABLE

ATTN: WARNER PATTERSON

Quote No.	Date	Cust No	S/M	Your Referenced Inquiry	Delivery Promise	F.O.B.	Expiration
0000330	2/14/2024	0101	WS	021424D-1	14 WEEKS	EDGEFIELD, SC	05/08/24

Item	Quantity	UM	Part	Description	Price \$	Extension \$
				BELOW PRICING IS FOB EDGEFIELD, SC AND IS VALID FOR 60 DAYS. TAXES AND FREIGHT ARE NOT INCLUDED. SHIPMENT CAN TYPICALLY BE MADE 14 WEEKS FROM RECEIPT OF A P.O. AND APPROVED DRAWINGS (SIGNED AND DATED). PAYMENT TERMS ARE NET 30 DAYS.		
001	9	EA	DC9151260032564L0090	DMT, 15 X 126-32 Cust Part RADIATOR DEMOUNTABLE RADIATOR 6 1/2" HEADER EXT. HOT DIP GALVANIZED PLUS 1 COAT ANSI 70 POWDER OPTION 90: PER DWG B503010 Due Date: 02/14/2024	9,651.67	86,865.03
800	1		FREIGHT	FREIGHT CHARGES	2,400.00	2,400.00
<b>Total for Quote \$</b>						89,265.03



QUOTATION

**TO:**

CITY OF LAKE WORTH  
 ATTN: ACCOUNTS PAYABLE  
 7 NORTH DIXIE HWY  
 LAKE WORTH, FL 33460

**SHIP TO:**

CITY OF LAKE WORTH  
 MUNICIPAL WAREHOUSE  
 1900 2ND AVENUE NORTH  
 LAKE WORTH, FL 33461

ATTN: ACCOUNTS PAYABLE

ATTN: WARNER PATTERSON

Quote No.	Date	Cust No	S/M	Your Referenced Inquiry	Delivery Promise	F.O.B.	Expiration
0000330	2/14/2024	0101	WS	021424D-1	14 WEEKS	EDGEFIELD, SC	05/08/24

Item	Quantity	UM	Part	Description	Price \$	Extension \$
				<p>GALVANIZED RADIATORS ARE HOT DIPPED, WHICH GIVES A ROUGH GRAINY APPEARANCE UNLIKE GALVANIZED SHEET STEEL WHEREON ZINC HAS BEEN EITHER WIPED ON OR SPRAYED ON GIVING A SMOOTH PAINTED TYPE LOOK. THE RADIATORS ARE DIPPED IN MOLTEN ZINC, WHICH IS 850-900 DEGREES F. THE HEAT MAY CAUSE DEFORMATION OF THE PLATES GIVING THEM A BOWED OR WAVY APPEARANCE. THIS IS STRICTLY COSMETIC AND WE CAN ASSURE YOU THAT THE RADIATORS WILL FUNCTION PROPERLY. THE SUPERIOR PROTECTION OF GALVANIZED RADIATORS CAN BE PROVIDED ON THE BASIS OF YOUR ACCEPTANCE.</p>		





**City of Lake Worth Beach  
TPTL2 Transformer Radiators**

**Quote Tab**

	Trantech	Waukesha	MENK
<b>Description</b>	<b>Unit Price</b>	<b>Unit Price</b>	<b>Unit Price</b>
1 Set of Radiators, 9 radiators total	\$89,265.03	\$185,998.68	No Quote
<b>Delivery in Weeks:</b>	14	12	No Quote
Comments:	Award. Lowest unit price.	Lowest lead time.	No Quote
Compliance:	Compliant	Compliant	No Quote

# STAFF REPORT REGULAR MEETING

**AGENDA DATE:** March 5, 2024

**DEPARTMENT:** Financial Services

**TITLE:**

Resolution No.08-2024-Fiscal Year 2024 Budget Amendment.

**SUMMARY:**

Resolution No. 08-2024 authorizes a Budget Amendment for Fiscal Year 2024 Operating and Capital Budget.

**BACKGROUND AND JUSTIFICATION:**

**Item 1-** The State of Florida, Division of Emergency Management has made general revenue available to local jurisdictions in South Florida in response to the Sargassum emergency. The Sargassum Grant Agreement sets forth the terms and conditions for the reimbursement of \$4,650 the City incurred for the removal of sargassum from the municipal beach. FDEM approved an award in the amount of \$4,650 based on the City's application for these past expenses. The item was approved by the City Commission on November 7, 2023.

**Item 2-** On March 4, 2014, the city signed a lease agreement with Mobile Modular Management Corporation for two trailers to be used by the Water Utilities Department. The lease has been extended through April 20, 2022, by the First, Second and Third Amendments. The Fourth Amendment adds three more years to the agreement, extending it to April 20, 2025. The new monthly rate is \$1312.90 per trailer and can increase up to a maximum of 13% each April 1st the Water Utility decided to purchase two Mobile Modular office spaces instead of leasing them for an extended period. In June 2023, the utility secured \$450,000 for the purchase of the two units. However, due to concerns about space for their staff, the utility decided to redesign the layout, which led to the need for updated quotes. The new quote for the two modular mobile spaces is \$650,000.00, which is \$200,000 higher than the original price. As a result, Water Utility will need to make a budget amendment of \$200,000 to cover the difference and any small incidental expenses that may occur during the move. Item to be approved at the March 5,2024 Commission meeting.

**Item 3-** The request for additional funding is for our Solid Waste division and would be used to retrofit two of our existing trucks with new steel containers. The current aluminum containers have not met our expectations regarding their durability, and the replacement would greatly increase the reliability and reduce the repair expenses incurred to the city. The total funding requested is \$50,000.00.

**Item 4-** This item is to transfer \$500,000 to the Electric Utility Storm Fund for Fiscal Year 2024. The City of Lake Worth Beach recognizes the vulnerability of the electric utility infrastructure to storms, posing significant challenges in terms of repair costs and service interruptions. The Electric Utility Storm Fund will enhance the City's Emergency Preparedness for swift and effective repairs to storm related damages. At the directive of the Commission an Electric Utility Storm Fund is to be developed to build reserves for emergency management. This item was approved by the City Commission on November 28, 2023, via Resolution No. 52-2023.

**Item 5-** Resolution No. 31-2023 establishes a new Special Revenue Fund titled "Electric Utility Rate Stabilization Fund" for the purpose of maintaining rate competitiveness and rate stability by mitigating cost increases that would otherwise be passed along to the customers of the Electric Utility. This item is to transfer \$1,000,000 to the Electric Utility Special Revenue Fund for Fiscal Year 2024. This was approved by the City Commission on September 26, 2023.

**Item 6-**The Beach Fund needs to request an additional \$200,000 for the Beach Property-Ocean Rescue and Beach Property Maintenance Staff Offices CIP Project. The additional funds are for the WGI geotechnical and engineering services to prepare the beach property for the installation of the new modular building. This will cover sitework, ground clearing and leveling, utilities connections and concrete work. Pending approval of WGI task order on the current March 5, 2024, Commission meeting.

**Item 7-**Request to change the Part Time Clerical position from Part Time to Full time. The City Clerk's office historically had four (4) full-time and one (1) part-time staff members. With the Executive Assistant position adding additional responsibilities to include the City Commission it is necessary to change the position to a full-time position. The part time Clerical Assistant position will be updated to full time Administrative Assistant and eliminate the Clerical Assistant position. This will enable the City Clerk's office to continue to fulfill the current and added responsibilities with a full staff to support these responsibilities. Currently, there are sufficient funds based on a cost saving from the City Manager's office and the City Clerk's office. The total request for this position is \$24,675.

**Item 8-**The request for additional funds is to cover the increase in contractual services with Davey Tree for a total of \$32,700. This is based on increased costs after the Fiscal Year 2024 budget was adopted and will be covered with a fund balance from Water in the amount of \$15,700 and Local Sewer in the amount of \$17,000.

**Item 9-** The request for additional funding is to transfer funds from Refuse to Electric. The correct transfer amount was missed in the budget process. This request will be provided via Refuse Fund balance in the amount of \$162,415.

**Item 10-** The Water Utilities Department will partner with Kimley-Horn to create a comprehensive SCADA and Telemetry Master Plan for the water and sewer utilities. The Water Utilities Department is responsible for managing and maintaining various assets both within and outside the water plant area. These assets are controlled and monitored using process logic controllers, fiber optic networks, computers, and telemetry radio signals, all of which are managed through a Human Machine Interface (HMI). To ensure the safety of the system, the Environmental Protection Agency (EPA) and the DHS Cybersecurity and Infrastructure Security Agency (CISA) have established guidelines for utilities to follow. These guidelines help identify areas of concern and eliminate vulnerabilities that cyber-attacks could exploit. By conducting regular assessments, we can determine our current position and identify areas that require improvement for the future. The cost of \$111,850 for these services will be shared equally between the water and sewer funds using fund balance. This item will be presented to the Commission at the Utility meeting on February 27, 2024.

**Item 11-**Interlocal Agreement with the CRA for funding of road improvements between Lake and Lucerne Avenues from B to H Streets. The CRA's Fiscal Year 2024 budget includes \$600,000 for this paving effort that shall transfer to the City for the funding of this infrastructure project within the CRA District. These improvements include roadway resurfacing, curb and sidewalk repair / construction, and stripping. This item is to transfer \$600,000 to the CRA based on Approval at the February 20, 2024, Commission meeting.

**Item 12-**This item is to request an increase in the use of ARPA funds for the replacement of the lifeguard towers included in the FY 2024 Capital Improvement Program. The first quote was for a total of \$214,025.00, the finalized quote is for a total of \$230,795.00. The Beach Fund is requesting an additional \$16,770 use of ARPA funds based on a quote which accounts for market changes.

**MOTION:**

Move to approve/disapprove Resolution No. 08-2024 authorizing a budget amendment to appropriate \$2,791,210.00 for FY 2024 Operating and Capital Budget as identified in Exhibit A..

**ATTACHMENT(S):**

Fiscal Impact Analysis – See Exhibit A  
Resolution 08-2024

RESOLUTION NO. 08-2024, FIRST BUDGET AMENDMENT 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, 2023 AND ENDING SEPTEMBER 30, 2024; AND PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, the City of Lake Worth Beach, Florida (the "City") previously adopted the Fiscal Year (FY) 2024 Annual Operating Budget pursuant to Resolution No. 39-2023 on September 28, 2023;

WHEREAS, the City finds it is necessary and essential to amend the FY 2024 Annual Operating Budget as set forth in this Resolution; and

WHEREAS, adoption of the FY 2024 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, 2023, and ending and including September 30, 2024.

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

Section 7. Except as amended in Exhibit "A" hereto, the remainder of the FY 2024 Annual Operating Budget for the fiscal year remains in full force and effect.

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

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

Mayor Betty Resch  
Vice Mayor Christopher McVoy  
Commissioner Sarah Malega  
Commissioner Kimberly Stokes  
Commissioner Reinaldo Diaz

The Mayor thereupon declared this resolution duly passed and adopted on the \_\_\_\_ day of \_\_\_\_\_, 2024.

LAKE WORTH BEACH CITY COMMISSION

By: \_\_\_\_\_  
Betty Resch, Mayor

ATTEST:

\_\_\_\_\_  
Melissa Ann Coyne, MMC, City Clerk

## Exhibit A

**FY2024 Budget Amendment  
Resolution 08-2024**

**Exhibit A**

<b>New Appropriation (Not Budgeted) Fiscal Impact:</b>		
<b>Item 1</b>	Transfer From	Transfer To
Department	Grant Fund	Leisure Services
Division	Culture/Rec	Beach
GL Description	Other Contractual	Other Contractual
GL Account Number	180-0000-331-70-00	140-8072-572-34-50
Project Number	N/A	N/A
Requested Funds	\$ 4,650.00	\$ 4,650.00
Remaining Balance	N/A	N/A
<b>New Appropriation (Not Budgeted) Fiscal Impact:</b>		
<b>Item 2</b>	Transfer From	Transfer To
Department	Local Sewer	Local Sewer
Division		Pumping
GL Description	Use of fund balance	Improve Other than Build/Infrastructure
GL Account Number	423-0000-395.00-00	423-7221-535-63-15
Project Number	N/A	N/A
Requested Funds	\$ 66,666.67	\$ 66,666.67
Remaining Balance	N/A	N/A
<b>New Appropriation (Not Budgeted) Fiscal Impact:</b>		
<b>Item 2 Continued</b>	Transfer From	Transfer To
Department	Storm Water	Storm Water
Division		Pumping
GL Description	Use of fund balance	Improve Other than Build/Infrastructure
GL Account Number	428-0000-395.00-00	428-5090-538-63-15
Project Number	N/A	N/A
Requested Funds	\$ 66,666.67	\$ 66,666.67
Remaining Balance	N/A	N/A
<b>New Appropriation (Not Budgeted) Fiscal Impact:</b>		
<b>Item 2 Continued</b>	Transfer From	Transfer To
Department	Regional Sewer	Regional Sewer
Division		
GL Description	Use of fund balance	Improve Other than Build/Infrastructure
GL Account Number	426-0000-395.00-00	426-7490-535-63-15
Project Number	N/A	N/A
Requested Funds	\$ 66,666.66	\$ 66,666.66
Remaining Balance	N/A	N/A



<b>New Appropriation (Not Budgeted) Fiscal Impact:</b>		
<b>Item 3</b>	Transfer From	Transfer To
Department	Refuse	Refuse
Division		Residential Collection
GL Description	Use of Fund Balance	Repair/Maint Services/Heavy Equip-ext repairs
GL Account Number	410-0000-395-10.00	410-5081-534-46-27
Project Number	N/A	N/A
Requested Funds	\$ 50,000.00	\$ 50,000.00
Remaining Balance	N/A	N/A
<b>New Appropriation (Not Budgeted) Fiscal Impact:</b>		
<b>Item 4</b>	Transfer From	Transfer To
Department	Electric Fund	EU Storm Fund
Division	N/A	N/A
GL Description		
GL Account Number	401-9010-581-91-11	111-0000-381-40-01
Project Number		
Requested Funds	\$ 500,000.00	\$ 500,000.00
Remaining Balance	N/A	N/A
<b>New Appropriation (Not Budgeted) Fiscal Impact:</b>		
<b>Item 5</b>	Transfer From	Transfer To
Department	Electric	EU Storm Fund
Division		
GL Description		
GL Account Number	401-9010-581-91-21	121-0000-381-40-01
Project Number		
Requested Funds	\$ 1,000,000.00	\$ 1,000,000.00
Remaining Balance	N/A	N/A
<b>New Appropriation (Not Budgeted) Fiscal Impact:</b>		
<b>Item 6</b>	Transfer From	Transfer To
Department		
Division	N/A	
GL Description	Transfer to Capital Pro	Improve Other than Build
GL Account Number	307-9010-581-91-80	301-9010-589-6300
Project Number	GV2405	N/A
Requested Funds	\$ 200,000.00	\$ 200,000.00
Remaining Balance	Penny Sales Tax	N/A

<b>New Appropriation (Not Budgeted) Fiscal Impact:</b>		
<b>Item 7</b>	Transfer From	Transfer To
Department	Legislative	Legislative
Division	City Manager	City Clerk
GL Description	Salaries & Wages	N/A
GL Account Number	001-1020-512-12-10	001-1030-511-12-00/Various
Project Number	N/A	N/A
Requested Funds	\$ 14,675.00	\$ 14,675.00
Remaining Balance	N/A	N/A
<b>New Appropriation (Not Budgeted) Fiscal Impact:</b>		
<b>Item 7 Continued</b>	Transfer From	Transfer To
Department	Legislative	Legislative
Division	City Clerk	City Clerk
GL Description	Contractual Services/Poll Workers	Salaries & Wages Regular
GL Account Number	001-1030-511-34-52/Various	001-1030-511-12-10/Various
Project Number	N/A	N/A
Requested Funds	\$ 10,000.00	\$ 10,000.00
Remaining Balance	N/A	N/A
<b>New Appropriation (Not Budgeted) Fiscal Impact:</b>		
<b>Item 8</b>	Revenue Source	Expenditure
Department	Water	Water
Division	N/A	Distribution
GL Description	Use of Fund Balance	Contractual Services/Maintenance
GL Account Number	402-0000-395-00-00	402-7034-533-3410
Project Number	N/A	N/A
Requested Funds	\$ 15,700.00	\$ 15,700.00
Remaining Balance	N/A	N/A
<b>New Appropriation (Not Budgeted) Fiscal Impact:</b>		
<b>Item 8 Continued</b>	Revenue Source	Expenditure
Department	Local Sewer Fund	Sewer
Division	N/A	Sewer Collection
GL Description	Use of Fund Balance	Contractual Services/Other Contractual Service
GL Account Number	403-0000-395-00-00	403-7231-535-34-50
Project Number	N/A	N/A
Requested Funds	\$ 17,000.00	\$ 17,000.00
Remaining Balance	N/A	N/A

<b>New Appropriation (Not Budgeted) Fiscal Impact:</b>		
<b>Item 9</b>	Transfer From	Transfer To
Department	Refuse	Electric
Division		
GL Description	Tranfers/Electric	Contribution Refuse
GL Account Number	410-0000-395-00-00	410-9010-581-91-55
Project Number	N/A	N/A
Requested Funds	\$ 162,415.00	\$ 162,415.00
Remaining Balance	N/A	N/A
<b>New Appropriation (Not Budgeted) Fiscal Impact:</b>		
<b>Item 10</b>	Revenue Source	Expenditure
Department	Water	Water
Division	Non Departmental	Administration
GL Description	Use of fund balance	Professional Services
GL Account Number	402-0000-395.00-00	402-7010-533.31-90
Project Number	N/A	N/A
Requested Funds	\$55,925.00	\$55,925.00
Remaining Balance	N/A	N/A
<b>New Appropriation (Not Budgeted) Fiscal Impact:</b>		
<b>Item 10 Continued</b>	Revenue Source	Expenditure
Department	Sewer	Sewer
Division	Non Departmental	Non Departmental
GL Description	Use of fund balance	Contractual Services
GL Account Number	403-0000-395.00-00	403-7010-535.34-50
Project Number	N/A	N/A
Requested Funds	\$55,925	\$55,925
Remaining Balance	N/A	N/A
<b>New Appropriation (Not Budgeted) Fiscal Impact:</b>		
<b>Item 11</b>	Transfer From	Transfer To
Department	CRA	Road Fund
Division		
GL Description	Transfer from CRA	Governmental Funds/General Fund
GL Account Number	001-0000-381-10-02	170-0000-381-10-01
Project Number	N/A	N/A
Requested Funds	\$ 600,000.00	\$ 600,000.00
Remaining Balance	N/A	N/A

<b>New Appropriation (Not Budgeted) Fiscal Impact:</b>		
<b>Item 12</b>	Transfer From	Transfer To
Department	Capital	Capital
Division		
GL Description	Transfer From ARPA	Improve Other than Build
GL Account Number	301-0000-381-10-13	301-9010-589-63-00
Project Number	AP2405	AP2405
Requested Funds	\$ 16,770.00	\$ 16,770.00
Remaining Balance	N/A	N/A
<b>TOTAL AMENDMENT</b>	<b>\$ 2,791,210.00</b>	<b>\$ 2,791,210.00</b>

# STAFF REPORT REGULAR MEETING

**AGENDA DATE:** March 5, 2024

**DEPARTMENT:** Public Works

**TITLE:**

Task Order No. 1 with Mock Roos & Associates Inc. for Construction Engineering and Inspection services for additions and improvements of ADA ramps at various locations throughout the City

**SUMMARY:**

The Task Order with Mock Roos & Associates Inc. authorizes Construction Engineering and Inspection services for additions and improvements of ADA ramps at various locations throughout the City.

**BACKGROUND AND JUSTIFICATION:**

While the 4-year infrastructure bond program provided a much-needed boost, it only addressed about a third of the City. This Transportation Alternatives project was selected during the 2020 cycle by the Transportation Planning Agency for funding. On 7/19/22, the City was informed by FDOT that this project had been moved up to FY2023. The project scope consists of addressing ADA issues in areas that weren't covered under the bond by providing the new curb ramps in locations where they are currently damaged or missing all together. Federal reimbursement on this project is \$1,107,854 and the total project cost is an estimated \$1,277,066. The City's local cost share for this project is \$169,212 with an additional \$160,560.00 for CEI (Construction Engineering Inspection), which is not covered by LAP funding.

On February 6, 2024, the City Commission awarded the Project contract to Homestead Concrete & Drainage, Inc. as the lowest responsible bidder under IFB #23-126R. The City is also responsible for contracting for the CEI services for the Project. The City has a continuing contract for transportation civil engineering services with Mock Roos & Associates, Inc. that includes CEI services.

**MOTION:**

Move to approve/disapprove Task Order 1 with Mock Roos & Associates Inc. for Construction Engineering and Inspection services for additions and improvements of ADA ramps at various locations throughout the City.

**ATTACHMENT(S):**

Fiscal Impact Analysis  
Task Order 1

**FISCAL IMPACT ANALYSIS**

Five Year Summary of Fiscal Impact:

<b>Fiscal Years</b>	<b>2024</b>	<b>2025</b>	<b>2026</b>	<b>2027</b>	<b>2028</b>
<b>Inflows/Revenues</b>					
Appropriated (Budgeted)	0	0	0	0	0
Program Income	0	0	0	0	0
Grants	0	0	0	0	0
In Kind	0	0	0	0	0
<b>Outflows/Expenditures</b>					
Appropriated (Budgeted)	\$160,560.00	0	0	0	0
Operating	0	0	0	0	0
Capital	0	0	0	0	0
<b>Net Fiscal Impact</b>					
<i>(If not budgeted)</i>	0	0	0	0	0
<b>No. of Addn'l Full-Time</b>					
Employee Positions	0	0	0	0	0

<b>Contract Award - Existing Appropriation (Budgeted)</b>	
	<b>Expenditure</b>
<b>Department</b>	Public Services
<b>Division</b>	Streets Maintenance
<b>GL Description</b>	Improve Other than Build / Infrastructure
<b>GL Account Number</b>	170-5020-519.63-15
<b>Project Number</b>	GT2402
<b>Requested Funds</b>	\$160,560.00
<b>Remaining Balance</b>	\$1,430,066.00
<b>Source of Revenue</b> (i.e. Paygo. Current Revenue, Bond Money, Grants, etc.)	Grants

**TASK ORDER No. 1**

**CONTINUING PROFESSIONAL SERVICES  
(Civil Engineering – Transportation)**

THIS TASK ORDER FOR CONTINUING PROFESSIONAL SERVICES (“Task Order”) is made on the day of \_\_\_\_\_, 2023, between the **City of Lake Worth Beach**, a Florida municipal corporation (“City”) and **Mock Roos & Associates, Inc.** a State of Florida, CORPORATION (“CONSULTANT”).

**1.0 Project Description:**

The City desires the CONSULTANT to provide those services as identified herein for the Project. The Project is described in the CONSULTANT’s Proposal, dated November 13, 2023, and services are generally described as: City-wide Sidewalk Ramp Reconstruction (the “Project”).

**2.0 Scope**

Under this Task Order, the CONSULTANT will provide the City of Lake Worth Beach Public Works with civil engineering related to transportation consulting services for the Project as specified in the **CONSULTANT’s proposal attached hereto and incorporated herein as Exhibit “1”**.

**3.0 Schedule**

The services to be provided under this Task Order shall be completed within 300 calendar days from the City’s approval of this Task Order or the issuance of a Notice to Proceed.

**4.0 Compensation**

This Task Order is issued for a lump sum amount of \$160,560. The attached proposal identifies all costs and expenses included in the lump sum amount.

**5.0 Project Manager**

The Project Manager for the CONSULTANT is Garry Gruber, P.E., phone: (561) 683-3113; email: [garry.gruber@mockroos.com](mailto:garry.gruber@mockroos.com); and, the Project Manager for the City is Shannon Garcia, phone: (561) 586-1720; email: [sgarcia@lakeworthbeachfl.gov](mailto:sgarcia@lakeworthbeachfl.gov).

**6.0 Progress Meetings**

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

**7.0 Authorization**

This Task Order is issued pursuant to the Continuing Professional Services Agreement (Civil Engineering – transportation) based on RFQ#23-300 between the City of Lake Worth Beach and the CONSULTANT, dated March 28, 2023 (“Agreement” hereafter). If there are any conflicts between the terms and conditions of this Task Order and the Agreement, the terms and conditions of the Agreement shall prevail.

IN WITNESS WHEREOF, the parties hereto have made and executed this Task Order No. 1 as of the day and year set forth above.

**CITY OF LAKE WORTH BEACH, FLORIDA**

By: \_\_\_\_\_  
Betty Resch, Mayor

ATTEST:

By: \_\_\_\_\_  
Melissa Ann Coyne, MMC, City Clerk


APPROVED AS TO FORM AND  
LEGAL SUFFICIENCY:

APPROVED FOR FINANCIAL  
SUFFICIENCY

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

By: \_\_\_\_\_  
Yannick Ngendahayo, Financial Services Director

CONSULTANT: **MOCK ROOS & ASSOCIATES, INC.**

By:  11/17/23  
Garry Gruber, P.E., Senior Vice President


[Corporate Seal]

**STATE OF FLORIDA  
COUNTY OF PALM BEACH**

THE FOREGOING instrument was acknowledged before me by means of  physical presence or  online notarization on this 17<sup>th</sup> day of November, 2023, by **Garry Gruber, P.E., Senior Vice President, Mock Roos & Associates, Inc.** a Florida Corporation, who is personally known to me, 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:

 **JEANETTE JEFFCOTT**  
Notary Public  
State of Florida  
Comm# HH406758  
Expires 6/5/2027



**Exhibit 1**

**Proposal to Provide Professional Engineering During Construction Services for  
City of Lake Worth Beach  
City-wide Sidewalk Ramp Reconstruction  
Task Order No. \_\_\_\_**

**A. Project Description:**

The City has requested Mock•Roos provide engineering during construction services for the City's City-wide Sidewalk Ramp Reconstruction project. The City employed WGI to prepare bid documents for this project, which will be the basis of the City entering into a contract with the awarded Contractor. The project is being partially funded by a FDOT LAP grant (FM: 448301-1-58-01). Mock•Roos will provide engineering during construction services which will include a part-time field representative. The below is based on a Construction Timeframe of 180 days to Substantial Completion and 210 days to Final Completion.

**B. Scope of Services:**

**Task 1** – Perform a review of WGI's conformed set of contract documents following award of the contract to a Contractor. Review Contractor's bid, bid documents and WGI's conformed set of construction documents following award of the contract to a Contractor. This task will familiarize Mock•Roos with the design intent of the project and the Contractor's and City's responsibilities.

**Task 2** – Assist City review Contractor submitted shop drawings. This task includes reviewing Contractor submitted project schedule and phasing plan.

**Task 3** – Provide a Mock•Roos senior project engineer and field representative to attend a pre-construction meeting with the Contractor, the City and Mock•Roos. Prepare and distribute meeting minutes.

**Task 4** – Provide a field representative for 20 hours per week until Substantial Completion and then 12 hours per week until Final Completion. Prepare Mock•Roos field observation reports. This includes attending construction meetings as requested by the City. Distribute, via email, field reports on a weekly basis. Project Manager time is limited to 4 hours per month for this task.

**Task 5** – Perform the limited services of a project engineer to perform a twice monthly site observation of the work activities and Contractor's progress. A total of 60 hours is included for this Task.

**Task 6** – Attend monthly progress meeting with Contractor and City to discuss project and project schedule. Field Representative time is included in Task 2 above. A total of 7 meetings are included.

**Task 7** – Attend additional requested site meeting with Contractor and City to discuss actual field conditions and general progress. Field Representative time is included in Task 2 above.

**Task 8** – Respond to Contractor’s request for clarification during construction. Issue modified drawings, details and/or exhibits as necessary.

**Task 9** – Field Representative to attend up to 7 onsite pay application review meetings between the Contractor, Mock•Roos, and the City to agree on installed quantities. Provide review and payment recommendations for the Contractor’s pay applications.

**Task 10** – Perform one “Substantial Completion” with the Contractor, Mock•Roos, and the City for facilities and develop punchlist for correction by Contractor. Field representative hours are included in Task 2 above.

**Task 11** – Perform one “Final Completion Walk-through” with the Contractor, Mock•Roos, and the City to review final punch-list has been completed. Perform follow-up regarding Contractor’s completion of punch-list.

**Task 12** – Perform project closeout assistance including review of Contractor’s Record Drawing various submissions for general conform with contract documents.

**C. Fee and Rates:**

The total fee to provide the Scope of Services outlined above is **\$160,560**. Mock•Roos will complete the Scope of Services for a lump sum fee. See Attachment A for estimate of hours.


**D. Additional Conditions:**

1. Engineer shall have no responsibility and shall not at any time supervise, direct, control or have authority over any contractor’s work, nor shall Engineer have authority over or be responsible for the means, methods, techniques, equipment choice and usage, sequences, schedule, or procedures of construction selected or used by any contractor, for safety precautions, practices or programs incident thereto, for security or safety at the Project site, nor for any failure of a contractor to comply with laws and regulations applicable to that contractor’s furnishing and performing of its work.
2. Engineer neither guarantees the performance of any contractor nor assumes responsibility for any contractor’s failure to furnish and perform its work in accordance with the contractor documents or the contract between Client and such contractor. Engineer shall not have any authority or responsibility to stop or direct the work of any contractor.

3. Engineer's visits will be for the purpose of endeavoring to provide the Client a greater degree of confidence that the completed work of its contractor(s) will generally conform to the construction documents prepared by others.
4. Engineer shall not be responsible for the acts or omissions of any contractor, subcontractor, or supplier, or of any contractor's agents or employees or any other persons (except Engineer's own employees) at the Project site or otherwise furnishing or performing any of construction work.

**E. Signature:**

**MOCK•ROOS**

Signed:  \_\_\_\_\_

Name: Garry G. Gruber, P.E.

Title: Senior Vice President

Date: November 17, 2023

**Attachment A**  
**City of Lake Worth Beach**  
**Engineering During Construction Services**  
**City-wide Sidewalk Ramp Reconstruction**

Task Description	Principal	Sr. Project Engineer	Sr. Field Representative / Engineer Intern	Project Coordinator	Subtotal
Labor Hourly Billing Rate	\$240.00	\$215.00	\$135.00	\$95.00	
<b>Scope of Services</b>					
1 Review Conformed/Awarded Contract Documents	4	8	8	2	\$ 3,950
2 Shop Drawing/Schedule/Phasing Review Assistance		8	4	2	\$ 2,450
3 Pre-Construction Meeting/Minutes	4	4	4	1	\$ 2,455
4 Construction Field Observations and Reports		24	565	24	\$ 83,715
5 Periodic Site Observations by the Engineer		60		8	\$ 13,660
6 Attend Monthly Progress Meetings	4	24		7	\$ 6,785
7 Attend Requested Additional Site Meetings		40		4	\$ 8,980
8 RFI Responses	4	60	24	8	\$ 17,860
9 Review Pay Application & Recommendation Letter		16	16	7	\$ 6,265
10 Substantial Completion Walk-Through / Punch List	2	8	8	4	\$ 3,660
11 Final Completion Walk-Through / Follow-up	2	8	8	2	\$ 3,470
12 Project Closeout/Record Drawing Review	2	16	20	2	\$ 6,810
<b>Subtotal</b>	<b>\$ 5,280</b>	<b>\$ 59,340</b>	<b>\$ 88,695</b>	<b>\$ 6,745</b>	

Total Mock•Roos Direct Labor	\$ 160,060
Reimbursibles	\$ 500
<b>\$ 160,560</b>	

# STAFF REPORT REGULAR MEETING

**AGENDA DATE:** March 5, 2024

**DEPARTMENT:** Leisure Services / Water Utilities

**TITLE:**

Agreement with Williams Scotsman Inc. for modular buildings

**SUMMARY:**

The Lake Worth Beach Leisure Services and Water Utilities departments wish to proceed with an agreement for modular facilities to address current staff space issues.

**BACKGROUND AND JUSTIFICATION:**

The City's Water Utility and Leisure Services departments are currently grappling with facility space issues. The Utility, consisting of Water / Sewer / Stormwater, has been operating out of two trailers that are twelve years old and beyond their useful life.

The Lifeguards and Property Maintenance staff at the beach are currently operating out of the second floor vacant space in the City's Beach Casino. With a goal of vacating this space to provide for future leasing opportunities, a facility solution is necessary.

This agreement will address the staff spacing issues and provide the four following facilities:

- Beach upper level – Lifeguards (double facility)
- Beach lower level – Property Maintenance Staff (single facility)
- Utilities - Administration (triple facility)
- Utilities - Staff (triple facility)

**MOTION:**

Move to approve/disapprove the purchase of 4 new modular facilities from Williams Scotsman Inc. for an amount not to exceed \$1,097,092.75.

**ATTACHMENT(S):**

Fiscal Impact Analysis  
Quote

**FISCAL IMPACT ANALYSIS**

Five Year Summary of Fiscal Impact:

<b>Fiscal Years</b>	<b>2024</b>	<b>2025</b>	<b>2026</b>	<b>2027</b>	<b>2028</b>
<b>Inflows/Revenues</b>					
Appropriated (Budgeted)	0	0	0	0	0
Program Income	0	0	0	0	0
Grants	0	0	0	0	0
In Kind	0	0	0	0	0
<b>Outflows/Expenditures</b>					
Appropriated (Budgeted)	\$897,092.75	0	0	0	0
Operating	0	0	0	0	0
Capital	\$200,000	0	0	0	0
<b>Net Fiscal Impact</b> <i>(If not budgeted)</i>	200,000.00	0	0	0	0
<b>No. of Addn'l Full-Time</b> <b>Employee Positions</b>	0	0	0	0	0

<b>New Appropriation (Not Budgeted) Fiscal Impact:</b>		
	<b>Revenue Source</b>	<b>Expenditure</b>
Department	Regional Sewer	Regional Sewer
Division	N/A	Non-Departmental
GL Description	Use of Fund Balance	Improve Other than Build/Infrastructure
GL Account Number	426-0000-395.00-00	426-7490-535-63-15
Project Number	TBD	TBD
Requested Funds	\$66,666.66	\$66,666.66
Remaining Balance	N/A	N/A

<b>New Appropriation (Not Budgeted) Fiscal Impact:</b>		
	<b>Revenue Source</b>	<b>Expenditure</b>
Department	Storm Water	Storm Water
Division	N/A	Pumping
GL Description	Use of Fund Balance	Improve Other than Build/Infrastructure
GL Account Number	428-0000-395.00-00	428-5090-538-63-15
Project Number	TBD	TBD
Requested Funds	\$66,666.67	\$66,666.67
Remaining Balance	N/A	N/A

New Appropriation (Not Budgeted) Fiscal Impact:		
	Revenue Source	Expenditure
Department	Local Sewer	Local Sewer
Division	N/A	Pumping
GL Description	Use of Fund Balance	Improve Other than Build/Infrastructure
GL Account Number	423-0000-395.00-00	423-7221-535.63-15
Project Number	TBD	TBD
Requested Funds	\$66,666.67	\$66,666.67
Remaining Balance	N/A	N/A

Contract Award - Existing Appropriation (Budgeted)	
	Expenditure
Department	Water Department
Division	Distribution
GL Description	Improve Other than Build / Infrastructure
GL Account Number	422-7034-533.63-15/ 301-9010-589.63-00
Project Number	WT2401/ GV2405
Requested Funds	\$450,000.00/ \$447092.75
Remaining Balance	N/A
Source of Revenue (i.e. Paygo, Current Revenue, Bond Money, Grants, etc.)	Fund Balance and Sales Tax

**AGREEMENT FOR GOODS AND SERVICES**  
**(Modular Buildings, Portable Storage and Relocatable Walkways)**

THIS AGREEMENT FOR GOODS AND SERVICES (MODULAR BUILDINGS, PORTABLE STORAGE AND RELOCATABLE WALKWAYS) (“Agreement”) is made as of the \_\_\_\_\_, by and between the **CITY OF LAKE WORTH BEACH**, 7 N. Dixie Highway, Lake Worth Beach, FL 33460, a municipal corporation organized and existing under the laws of the State of Florida, (“CITY”), and **Williams Scotsman, Inc.** a corporation authorized to do business in the State of Florida, located at 375 Kelly Drive, West Palm Beach, FL 33411 (“CONTRACTOR”).

**RECITALS**

**WHEREAS**, the CITY’s is in need of a company to provide Modular Buildings, Portable Storage and Relocatable Walkways; and,

**WHEREAS**, on October 1, 2021, Omnia Partner Region 4 Education Service Center (ESC), competitively awarded the Agreement for Modular Buildings, Portable Storage, and Relocatable Walkways based on Region 4 Education Service Center (ESC)’s Request for Proposal (RFP#21-05); (“ESC Contract) to the CONTRACTOR valid for three (3) years until October 1, 2024; with the option to renew for two (2) additional one-year (1) year period (s); and

**WHEREAS**, the CITY is a registered member of Omnia partners cooperative purchasing group; and

**WHEREAS**, the ESC Contract states that any state and local governmental entities, public and private primary, secondary and higher education entities, non-profit entities, and agencies for the public benefit may purchase products and services at prices indicated in the ESC Contract upon the Public Agency’s registration with OMNIA Partners; and

**WHEREAS**, the CITY’s Procurement Policy and Code authorizes the purchases of goods and services through cooperative Agreements; and

**WHEREAS**, the CITY has requested and the CONTRACTOR has provided four (4) proposals for the Modular Buildings, Portable Storage and Relocatable Walkways; and

**WHEREAS**, the CITY has reviewed the proposals and prices from the CONTRACTOR, as provided in **Exhibit “A”**, and determined that the prices are competitive and will result in the best value to the CITY; and

**WHEREAS**, the CITY finds entering this Agreement with the CONTRACTOR serves a valid public purpose.

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

**1. TERM**

1.1 The term of this Agreement shall commence upon the approval of this Agreement by the CITY’s City Commission and the CITY’s issuance of a Notice to Proceed and shall expire at the delivery of all goods and completion of all services by the CONTRACTOR as set forth herein.



## **2. SPECIFICATIONS**

2.1 The specifications set forth in the CONTRACTOR's four (4) proposals attached hereto as **Exhibit "A"** details all goods and services to be provided by the CONTRACTOR to the CITY for the Modular Buildings, Portable Storage and Relocatable Walkways.

2.2 The CONTRACTOR represents to the CITY that all goods and services provided under this Agreement shall be in accordance with accepted and established trade practices and procedures recognized in the CONTRACTOR's trade in general and that the materials shall conform to the highest standards and in accordance with this Agreement.

2.3 The CONTRACTOR further warrants its capability and experience to perform the services provided for herein in a professional and competent manner.

2.4 The goods and services shall be provided by the CONTRACTOR or under its supervision and all personnel engaged in performing the services shall be fully qualified and, if required, authorized or permitted under the state and local law to perform such services. All of the CONTRACTOR's personnel (and all subcontractors), while on CITY premises, shall comply with all CITY requirements governing safety, conduct and security.

2.5 The goods and services shall be provided and completed in accordance with the terms and conditions set forth in this Agreement.

## **3. INDEPENDENT CONTRACTOR; USE OF AGENTS OR ASSISTANTS**

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

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

## **4. FEE AND ORDERING MECHANISM**

4.1 The CITY shall utilize a Purchase Order for the purchase of the Modular Buildings, Portable Storage and Relocatable Walkways under this Agreement; however, the terms and conditions of the City Purchase Order shall not apply. The CITY issued Purchase Order shall be incorporated into this Agreement by reference upon issuance.

4.2 Should the CITY require additional goods and services, which additional goods and services are not included in Exhibit "A" the CITY and CONTRACTOR will prepare and execute a written amendment setting forth the additional goods and services and the total cost for the same prior to any such additional goods or services being provided by the CONTRACTOR.

4.3 The CONTRACTOR shall not exceed amounts expressed herein or in any CITY issued Purchase Order. The CITY's Fiscal Year ends on September 30<sup>th</sup> of each calendar year. Except for purchases authorized in a prior fiscal year and fully appropriated and funded, the CITY cannot authorize the purchase of additional goods or services beyond September 30<sup>th</sup> of each calendar year, prior to the annual budget being approved by the CITY's City Commission.

**5. MAXIMUM COSTS**

5.1 The CITY shall compensate the CONTRACTOR for the goods and services set forth in Exhibit “A” in an amount not to exceed One Million Ninety-Seven Thousand, Ninety-Two Dollars and Seventy-Five cents (**\$1,097,092.75**). The Agreement allows for additional Fifty Thousand Dollars (\$50,000) as a contingency for unforeseen modifications and potential additional changes requested by the CITY (“Contingency”). Prior to incurring any costs to be covered by the Contingency, the CONTRACTOR must submit a written request to the CITY and the CITY must approve such request in writing. If the use of the Contingency is approved by the CITY, the CITY will authorize the payment of the Contingency (or portion thereof) by issuing an additional Purchase Order or Change Order, which will be incorporated into this Agreement by reference.

**6. INVOICE**

6.1 The CONTRACTOR shall submit an itemized invoice to the CITY for the goods and services upon delivery, and final acceptance of the goods and all services by the CITY. Final acceptance occurs when the unit becomes fully operational and accepted by the CITY and the CITY receives the required training. The CONTRACTOR shall be paid by the CITY within thirty (30) days of receipt of an approved invoice for all goods and services.

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

6.3 CONTRACTOR shall issue an invoice to CITY at the time of execution of this Agreement and at the time of Delivery for amounts as agreed upon by the Parties.

**7. AUDIT BY CITY**

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

**8. COPIES OF DATA/DOCUMENTS**

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

**9. OWNERSHIP**

9.1 Each and every report, draft, work product, map, record, and other document reproduced, prepared, or caused to be prepared by the CONTRACTOR pursuant to or in connection with this Agreement shall be the exclusive property of the CITY. CITY provides CONTRACTOR a nonexclusive, irrevocable, unlimited, perpetual, royalty-free right and license to reproduce, adapt, distribute, make, have made, and use in any manner whatsoever any such documents prepared by CONTRACTOR subject to non-disclosure of any relationship to CITY.

**10. WRITTEN AUTHORIZATION REQUIRED**

10.1 The CONTRACTOR shall not make changes in the specifications or goods and services to be provided or perform any additional work or provide any additional materials under this Agreement without first obtaining written authorization from the CITY for such additional services or materials. Additional services or materials provided without written authorization shall be done at the CONTRACTOR’s sole risk and without payment from the CITY.

## **11. DEFAULTS, TERMINATION OF AGREEMENT**

11.1 If the CONTRACTOR fails to timely provide the goods and services or has failed in any other respect to satisfactorily perform in accordance with this Agreement; or, is in material breach of a term or condition of this Agreement, the City Manager or designee may give written notice to the CONTRACTOR specifying the default(s) to be remedied. Such notice shall set forth a reasonable timeframe for correcting the default(s) and any suggested corrective measures. If the CONTRACTOR does not remedy the default(s) within the timeframe provided in the CITY's notice or commence good faith steps to remedy the default to the reasonable satisfaction of the CITY, the CITY may take such action to remedy the default and all expenses related thereto shall be borne by the CONTRACTOR including, without limitation, utilization of another contractor to provide for such work and all of the CITY's legal fees; and/or, the CITY may withhold any money due or which may become due to the CONTRACTOR for such expense and/or work related to the claimed default. Alternatively, or in addition to the foregoing, if after ten (10) business days the CONTRACTOR has not remedied defaults or commenced good faith steps to remedy defaults to the satisfaction of the CITY, the CITY may elect to terminate this Agreement. No cancellation fee or other compensation shall be paid by the CITY for de-mobilization, take-down, disengagement, wind-down, lost profits, or other costs incurred due to termination of this Agreement under this paragraph.

11.2 Notwithstanding paragraph 12.1, the CITY reserves the right and may elect to terminate this Agreement at any time, with or without cause. At such time, the CONTRACTOR shall be entitled to a proportionate amount of the not to exceed amount set forth herein (and Contingency if approved by the CITY) for the goods and services which have been satisfactorily completed by CONTRACTOR as of the date of termination. No compensation shall be paid for lost profits or consequential damages incurred by CONTRACTOR due to termination of this Agreement under this paragraph.

11.3 If the CITY fails to timely perform in accordance with this Agreement; or, is in material breach of a term or condition of this Agreement, the CONTRACTOR may give written notice to the CITY specifying the default(s) to be remedied. Such notice shall set forth a reasonable timeframe for correcting the default(s) and any suggested corrective measures. If the CITY does not remedy the default(s) within the timeframe provided in the CONTRACTOR's notice or commence good faith steps to remedy the default to the reasonable satisfaction of the CONTRACTOR, the CONTRACTOR may take such action to remedy the default and all expenses related thereto shall be borne by the CITY; and/or, the CONTRACTOR may withhold any work. Alternatively, or in addition to the foregoing, if after ten (10) business days the CITY has not remedied defaults or commenced good faith steps to remedy defaults to the satisfaction of the CONTRACTOR, the CONTRACTOR may elect to terminate this Agreement and may pursue any and all legal remedies for the CITY's breach.

## **12. INSURANCE**

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

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

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

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

### **13. WAIVER OF BREACH**

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

### **14. INDEMNITY**

14.1 The CONTRACTOR shall indemnify, defend and hold harmless, to the maximum extent permitted by law, the CITY and its officers, agents, and employees, from and against any and all liability, suit, actions, proceedings, judgments, claims, losses, liens, damages, injuries (whether in contract or in tort, including personal injury, accidental death, patent infringement or property damage, and regardless, of whether the allegations are false, fraudulent or groundless), costs and expenses (including attorney's fees at all stages of litigation including any appeals) to the extent arising out of or alleged to have arisen out of the negligence of the CONTRACTOR or any of its agents, employees, subcontractors or by anyone the CONTRACTOR directly or indirectly utilizes in providing the goods and services under this Agreement. Nothing in this provision shall require the CONTRACTOR to indemnify, defend, or hold harmless the CITY, or its officers, agents, employees or representatives for their own negligence. The CITY shall be responsible for the negligence of its employees, officers, and agents.

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

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

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

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

14.6 Notwithstanding any other provision in this Agreement, neither party shall be liable to the other party for any consequential damages arising out of or related to this Agreement.

### **15. ENTIRE AGREEMENT AND ORDER OF PRECEDENCE**

15.1 The contractual agreement between the CITY and CONTRACTOR consist of the terms and conditions in this Agreement, the CONTRACTOR's four (4) proposals (**Exhibit "A"**), and the CONTRACTOR's Sales Agreement Additional Terms and Conditions (as modified by the parties) and attached hereto as **Exhibit "B"**. Except for the aforementioned documents, there are no other agreements which make up the contractual

agreement of the parties. To the extent that there exists a conflict between this Agreement and the remaining documents, the terms, conditions, covenants, and/or provisions of this Agreement shall prevail. Wherever possible, the provisions of such contract documents shall be construed in such a manner as to avoid conflicts between provisions of the various documents.

15.2 This Agreement, Exhibit "A" and Exhibit "B" supersede any and all other agreements, either oral or in writing, between the parties hereto with respect to the subject matter hereof, and no other agreement, statement, or promise relating to the subject matter of this Agreement which is not contained herein or attached hereto shall be valid or binding.

**16. ASSIGNMENT**

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

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

**17. SUCCESSORS AND ASSIGNS**

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

**18. WAIVER OF TRIAL BY JURY**

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

**19. GOVERNING LAW AND REMEDIES**

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

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

**20. TIME IS OF THE ESSENCE**

20.1 Time is of the essence in the delivery of the goods and completion of the services under this Agreement.

**21. NOTICES**

21.1 All notices hereunder must be in writing and, unless otherwise provided herein, shall be deemed validly given on the date when personally delivered to the address indicated below; or on the third (3<sup>rd</sup>) business day following deposit, postage prepaid, using certified mail, return receipt requested, in any U.S. postal mailbox or at any U.S. Post Office; or when sent via nationally recognized overnight courier to the address indicated below. Should the CITY or the CONTRACTOR have a change of address, the other party shall immediately be notified

in writing of such change, provided, however, that each address for notice must include a street address and not merely a post office box. All notices, demands or requests from the CONTRACTOR to the CITY shall be given to the CITY address as follows:

City of Lake Worth Beach  
Attn: City Manager/Purchasing Division  
7 North Dixie Highway  
Lake Worth Beach, Florida 33460

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

Williams Scotsman, Inc.  
Attn: Kevin Whalen  
375 Kelly Drive  
West Palm Beach, FL 33411

## **22. SEVERABILITY**

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

## **23. DELAYS AND FORCES OF NATURE**

23.1 The CONTRACTOR shall not be considered in default by reason of a delay in timely performance if such delay and failure arise out of causes reasonably beyond the control of the CONTRACTOR or its subcontractors and without their fault or negligence. Upon the CONTRACTOR's request, the CITY shall consider the facts and extent of any such delay and failure to timely perform the work for reason beyond the control of the CONTRACTOR and, if the CONTRACTOR'S delay and failure to timely perform was without it or its subcontractors' fault or negligence, as determined by the CITY in its sole discretion, the time of completion shall be extended for any reasonable time that the CITY, in its sole discretion, may decide; subject to the CITY'S rights to change, terminate, or stop any or all of the work at any time. If the CONTRACTOR is delayed at any time in the progress of the work by any act or neglect of the CITY or its employees, or by any other contractor employed by the CITY, or by changes ordered by the CITY or in an unusual delay in transportation, unavoidable casualties, or any causes beyond the CONTRACTOR'S control, or by delay authorized by the CITY pending negotiation or by any cause which the CITY, in its sole discretion, shall decide justifies the delay, then the time of completion shall be extended for any reasonable time the CITY, in its sole discretion, may decide. No extension of time shall be made for any delay occurring more than five (5) days before a claim therefore is made in writing to the CITY. In the case of continuing cause of delay, only one (1) claim is necessary. The CONTRACTOR's sole remedy for a delay in completion of the work for any reason will be an extension of time to complete the work and CONTRACTOR specifically waives any right to seek any monetary damages or losses for a delay in completion of the work, including, but not limited to, waiving any right to seek monetary amounts for lost profits, additional overhead, salaries, lost productivity, efficiency losses, or any other alleged monetary losses which may be allegedly suffered by CONTRACTOR due to a delay in completion of the work.

23.2 Neither party shall be considered in default in the performance of its obligations hereunder or any of them, if such obligations were prevented or delayed by any cause, existing or future beyond the reasonable control of such party which include but are not limited to acts of God, labor disputes or civil unrest.

## **24. COUNTERPARTS**

24.1 This Agreement may be executed in counterparts, each of which shall be an original, but all of which shall constitute one and the same document. Each of the parties shall sign a sufficient number of counterparts, so that each party will receive a fully executed original of this Agreement. This Agreement may be executed electronically and such electronic signature shall be treated as an original signature of the party executing this Agreement electronically.

**25. PUBLIC ENTITY CRIMES**

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

**26. PREPARATION**

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

**27. PALM BEACH COUNTY INSPECTOR GENERAL**

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

**28. ENFORCEMENT COSTS**

28.1 All parties shall be responsible for their own attorneys' fees, court costs and expenses if any legal action or other proceeding is brought for any dispute, disagreement, or issue of construction or interpretation arising hereunder whether relating to the Contract's execution, validity, the obligations provided therein, or performance of this Contract, or because of an alleged breach, default or misrepresentation in connection with any provisions of this Contract.

**29. PUBLIC RECORDS**

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

29.2 Keep and maintain public records required by the CITY to perform the services under this Agreement.

29.3 Upon request from the CITY's custodian of public records, provide the CITY with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in this Chapter 119, Florida Statutes, or as otherwise provided by law.

29.4 Ensure that said public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Agreement term and following completion of the Agreement, if the CONTRACTOR does not transfer the records to the CITY.

29.5 Upon the completion of the Agreement, transfer, at no cost, to the CITY all public records in possession of the CONTRACTOR or keep and maintain public records required by the CITY to perform the services. If the CONTRACTOR transfers all public records to the CITY upon completion of the Agreement, the CONTRACTOR shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the CONTRACTOR keeps and maintains public records upon completion of the Agreement, the CONTRACTOR shall meet all applicable requirements for retaining public records. All records

stored electronically must be provided to the CITY, upon request from the CITY's custodian of public records, in a format that is compatible with the information technology systems of the City.

**IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, PLEASE CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (561) 586-1660, [CITYCLERK@LAKEWORTHBEACHFL.GOV](mailto:CITYCLERK@LAKEWORTHBEACHFL.GOV) OR 7 NORTH DIXIE HIGHWAY, LAKE WORTH BEACH, FLORIDA 33460.**

**30. COPYRIGHTS AND/OR PATENT RIGHTS**

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

**31. COMPLIANCE WITH OCCUPATIONAL SAFETY AND HEALTH**

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

**32. FEDERAL AND STATE TAX**

32.1 The CITY is exempt from Federal Tax and State Tax for Tangible Personal Property. The Procurement Official will provide the CONTRACTOR with a signed exemption certificate submitted by the CONTRACTOR. CONTRACTOR shall not be exempted from paying sales tax to their suppliers for materials to fulfill contractual obligations with the CITY, nor shall CONTRACTOR be authorized to use the City's Tax Exemption Number in securing such materials.

**33. PROTECTION OF PROPERTY**

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

**34. WARRANTY**

34.1 CONTRACTOR's limited warranty is set forth in Exhibit "B" and shall apply to this Agreement.

**35. SCRUTINIZED COMPANIES**

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



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

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

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

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

35.6 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.

## **36. E-VERIFY**

36.1 Pursuant to Section 448.095, Florida Statutes, the CONTRACTOR shall:

36.2 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;

36.3 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;

36.4 Maintain copies of all subcontractor affidavits for the duration of this Agreement and provide the same to the City upon request;

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

36.6 Be aware that a violation of Section 448.09, Florida Statutes (Unauthorized aliens; employment prohibited) shall be grounds for termination of this Agreement; and,

36.7 Be aware that if the City terminates this Agreement under Section 448.095(2)(c), Florida Statutes, CONTRACTOR may not be awarded a contract for at least 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.

## **37. SURVIVABILITY**

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

IN WITNESS WHEREOF the parties hereto have made and executed this Agreement for Goods and Services (Modular Buildings, Portable Storage and Relocatable Walkways) on the day and year first above written.

**CITY OF LAKE WORTH BEACH, FLORIDA**

ATTEST:

By: \_\_\_\_\_  
Betty Resch, Mayor

By: \_\_\_\_\_  
Melissa Ann Coyne, MMC, City Clerk

APPROVED AS TO FORM AND  
LEGAL SUFFICIENCY:

APPROVED FOR FINANCIAL  
SUFFICIENCY

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

By: \_\_\_\_\_  
Yannick Ngendahayo, Financial Services Director

CONTRACTOR: **WILLIAMS SCOTSMAN, INC.**

By: Steve Taub

[Corporate Seal]

Print Name: Steve Taub

Title: Associate General Counsel

STATE OF FLORIDA  
COUNTY OF ORANGE

THE FOREGOING instrument was acknowledged before me by means of  physical presence or  online notarization on this 26<sup>th</sup> day of February 2024, by Steve Taub, as the Associate General Counsel [title] of Williams Scotsman, Inc., a Florida Corporation, who is personally known to me or who has produced \_\_\_\_\_ as identification, and who did take an oath that he or she is duly authorized to execute the foregoing instrument and bind the CONTRACTOR to the same.

NOTARY SEAL:

\_\_\_\_\_  
Notary Public Signature



**Exhibit "A"**  
**Contractor's Four (4) Proposals**  
**(Eight (8) pages total)**



Your Sales Representative  
 Kevin Whalen  
 (561) 669-5488  
 kevin.whelen@willscot.com

Agreement Number: Q-1639535  
 Revision: 1  
 Date: 1/19/2024  
 Expiration Date: 2/16/2024

**Sale Agreement For New Equipment With Limited Warranty**

<b>Buyer:</b> City of Lake Worth Beach 7 North Dixie Highway LAKE WORTH, FL 33460	<b>Contact:</b> Jamie Brown 7 North Dixie Highway LAKE WORTH, FL 33460, US Phone: 561-719-4280 E-mail: jbrown@lakeworthbeachfl.gov	<b>Ship To Address:</b> 10 S Ocean Blvd Lake Worth Beach, FL 33460, US <b>Delivery Date (on or about):06/28/24</b>
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Unit Description and Pricing	Quantity	Price	Extended
60x12 Mobile Office or Similar Maintenance	1	\$ 110,972.39	\$ 110,972.39
Delivery - 12' wide	1	\$ 2,781.40	\$ 2,781.40
Standard Vinyl Skirting	1	\$ 4,384.48	\$ 4,384.48
Standard Setup and Anchor	1	\$ 4,436.24	\$ 4,436.24
Hitch installation	1	\$ 304.48	\$ 304.48
Ramp - Delivery & Installation	1	\$ 3,577.61	\$ 3,577.61
Life Safety Plans	1	\$ 685.07	\$ 685.07
Ramp / Stair Plans	1	\$ 761.19	\$ 761.19
ADA/IBC Switchback Ramp - Custom Sale	1	\$ 12,603.85	\$ 12,603.85
Fuel Surcharge Delivery	1	\$ 639.72	\$ 639.72
State Approved Building Plans	1	\$ 837.31	\$ 837.31
<b>Total Purchase Price Including Delivery And Installation (If Applicable)*:</b>			<b>\$ 141,983.74</b>
<b>Total Purchase Price Including Delivery And Installation (If Applicable)* Including Estimated Taxes:</b>			<b>\$ 151,922.58</b>

**Scope Of Work**

OMNIA 2198936

**Summary of Charges**

Model: 60x12 Mobile Office or Similar	QUANTITY: 1	Total Charges for(1) Building(s): \$ 141,983.74
		Total Charges for (1) Building(s) Including Estimated Tax: \$ 151,922.58



Your Sales Representative  
 Kevin Whalen  
 (561) 669-5488  
 kevin.whelen@willscot.com

Agreement Number: Q-1639535  
 Revision: 1  
 Date: 1/19/2024  
 Expiration Date: 2/16/2024

**Payment Terms**

Credit Terms: 50% due upon signing, 25% due upon unit delivery and remaining, 25% due upon substantial completion.

**Acknowledgement**

This Sales Agreement (the "Agreement") is made on January, 17, 2024, by and between William Scotsman Inc., a Maryland corporation, doing business at 375 Kelly Drive, West Palm Beach, FL 33411 ("Seller") and City of Lake Worth Beach ("Buyer"), doing business at the address noted above.

Buyer agrees to purchase from Seller one or more trailer(s) and/or relocatable modular and/or pre-fabricated structures, including stairs, railings, furniture, and other items attached or appurtenant thereto, as noted above and detailed on any Addenda to this Agreement (hereinafter collectively referred to as the "Equipment"), for the purchase price and payment terms and subject to the terms and conditions set forth of this Agreement and as detailed on the Addenda to this Agreement. The Agreement and the Addenda together form the "Contract Documents". The Addenda are as follows and are an integral part of this Agreement.

Addenda: No Addenda attached.

\*All prices exclude applicable taxes.

**By its signature below, Buyer hereby acknowledges that it has read and agrees to be bound by the Seller's Sales Agreement Additional Terms and Conditions (11-30-11) located on Seller's internet site (<https://www.willscot.com/About/terms-conditions>) in their entirety, which are incorporated herein by reference and agrees to purchase the Equipment from Seller subject to the terms therein.**

LIMITED WARRANTY: Seller hereby warrants to Buyer that at the time of delivery Seller has good and marketable title to the Equipment, free and clear of all liens and encumbrances arising by or through the Seller. Seller warrants to Buyer that the materials and equipment (the "Equipment") furnished by Seller hereunder will be of good quality and new (factory built) and free from defects for a period of one (1) year from the date of delivery of the Equipment. Further, Seller hereby assigns to Buyer all assignable manufacturers' warranties, which shall be subject to the specific manufacturer's warranty provisions and time period. During the warranty period, Seller shall repair or replace all defective parts of the Equipment which are covered under Seller's warranty, (excluding maintenance items such as HVAC filters, fire extinguishers, fuses/ breakers, and light bulbs). Seller's warranty excludes repairs for damage or defect caused by abuse, work or modifications not executed by Seller, Buyer's alteration of the Equipment, improper or insufficient maintenance, improper operation, unreasonable and/or excessive use, or use of the Equipment for a purpose for which it was not intended or other misuse. Seller shall have no liability whatsoever for any consequential or incidental damages, costs or expenses arising from the Equipment, the work or any other factor. **Except as expressly stated herein, Seller disclaims any and all other warranties, either expressed or implied, including without limitation all warranties of merchantability, fitness for a particular purpose or usage of trade.**

**Signatures**

<b>BUYER (Name): City of Lake Worth Beach</b>	<b>SELLER: Williams Scotsman inc</b>
Signature:	Signature:
Print Name:	Print Name:
Title:	Title:
Date:	Date:
PO#:	

Williams Scotsman now issues paperless invoices via email, an efficient, convenient & environmentally friendly process. Go green and provide us with the proper email address for your invoices.

AP Email:

No thanks. Please mail my invoices to:  
 7 North Dixie Highway  
 LAKE WORTH, FL 33460, US



Your Sales Representative  
 Kevin Whalen  
 (561) 669-5488  
 kevin.whelen@willscot.com

Agreement Number: Q-1639563  
 Revision: 1  
 Date: 1/19/2024  
 Expiration Date: 2/16/2024

**Sale Agreement For New Equipment With Limited Warranty**

<b>Buyer:</b> City of Lake Worth Beach 7 North Dixie Highway LAKE WORTH, FL 33460	<b>Contact:</b> Jamie Brown 7 North Dixie Highway LAKE WORTH, FL 33460, US Phone: 561-719-4280 E-mail: jbrown@lakeworthbeachfl.gov	<b>Ship To Address:</b> 10 S Ocean Blvd Lake Worth Beach, FL 33460, US <b>Delivery Date (on or about):06/28/24</b>
--	---	---

Unit Description and Pricing	Quantity	Price	Extended
60x24 Modular (56x24 Box) Lifeguards	1	\$ 197,028.57	\$ 197,028.57
Delivery - 12' wide	2	\$ 5,562.81	\$ 11,125.62
Standard Complex Setup and Anchor	1	\$ 6,841.62	\$ 6,841.62
Standard Complex Vinyl Skirting	1	\$ 5,882.51	\$ 5,882.51
Hitch installation Hitch Removal	1	\$ 608.96	\$ 608.96
State Approved Building Plans	1	\$ 837.31	\$ 837.31
Ramp - Delivery & Installation	1	\$ 3,577.61	\$ 3,577.61
Ramp / Stair Plans	1	\$ 761.19	\$ 761.19
Installation of steps	1	\$ 159.85	\$ 159.85
ADA/IBC Steps - Sale	1	\$ 2,208.99	\$ 2,208.99
ADA/IBC Switchback Ramp - Custom Sale	1	\$ 12,603.85	\$ 12,603.85
Fuel Surcharge Delivery	2	\$ 1,279.45	\$ 2,558.90
Life Safety Plans	1	\$ 685.07	\$ 685.07

**Total Purchase Price Including Delivery And Installation (If Applicable)\*:** \$ 244,880.05

**Total Purchase Price Including Delivery And Installation (If Applicable)\* Including Estimated Taxes:** \$ 262,000.57

**Scope Of Work**

OMNIA 2198936

**Summary of Charges**

Model: 60x24 Modular (56x24 Box)	QUANTITY: 1	Total Charges for(1) Building(s): \$ 244,880.05
		Total Charges for (1) Building(s) Including Estimated Tax: \$ 262,000.57



Your Sales Representative  
 Kevin Whalen  
 (561) 669-5488  
 kevin.whelen@willscot.com

Agreement Number: Q-1639563  
 Revision: 1  
 Date: 1/19/2024  
 Expiration Date: 2/16/2024

**Payment Terms**

Credit Terms: 50% due upon signing, 25% due upon unit delivery and remaining, 25% due upon substantial completion.

**Acknowledgement**

This Sales Agreement (the "Agreement") is made on January, 17, 2024, by and between William Scotsman Inc., a Maryland corporation, doing business at 375 Kelly Drive, West Palm Beach, FL 33411 ("Seller") and City of Lake Worth Beach ("Buyer"), doing business at the address noted above.

Buyer agrees to purchase from Seller one or more trailer(s) and/or relocatable modular and/or pre-fabricated structures, including stairs, railings, furniture, and other items attached or appurtenant thereto, as noted above and detailed on any Addenda to this Agreement (hereinafter collectively referred to as the "Equipment"), for the purchase price and payment terms and subject to the terms and conditions set forth of this Agreement and as detailed on the Addenda to this Agreement. The Agreement and the Addenda together form the "Contract Documents". The Addenda are as follows and are an integral part of this Agreement.

Addenda: No Addenda attached.

\*All prices exclude applicable taxes.

**By its signature below, Buyer hereby acknowledges that it has read and agrees to be bound by the Seller's Sales Agreement Additional Terms and Conditions (11-30-11) located on Seller's internet site (<https://www.willscot.com/About/terms-conditions>) in their entirety, which are incorporated herein by reference and agrees to purchase the Equipment from Seller subject to the terms therein.**

LIMITED WARRANTY: Seller hereby warrants to Buyer that at the time of delivery Seller has good and marketable title to the Equipment, free and clear of all liens and encumbrances arising by or through the Seller. Seller warrants to Buyer that the materials and equipment (the "Equipment") furnished by Seller hereunder will be of good quality and new (factory built) and free from defects for a period of one (1) year from the date of delivery of the Equipment. Further, Seller hereby assigns to Buyer all assignable manufacturers' warranties, which shall be subject to the specific manufacturer's warranty provisions and time period. During the warranty period, Seller shall repair or replace all defective parts of the Equipment which are covered under Seller's warranty, (excluding maintenance items such as HVAC filters, fire extinguishers, fuses/ breakers, and light bulbs). Seller's warranty excludes repairs for damage or defect caused by abuse, work or modifications not executed by Seller, Buyer's alteration of the Equipment, improper or insufficient maintenance, improper operation, unreasonable and/or excessive use, or use of the Equipment for a purpose for which it was not intended or other misuse. Seller shall have no liability whatsoever for any consequential or incidental damages, costs or expenses arising from the Equipment, the work or any other factor. **Except as expressly stated herein, Seller disclaims any and all other warranties, either expressed or implied, including without limitation all warranties of merchantability, fitness for a particular purpose or usage of trade.**

**Signatures**

<b>BUYER (Name): City of Lake Worth Beach</b>	<b>SELLER: Williams Scotsman inc</b>
Signature:	Signature:
Print Name:	Print Name:
Title:	Title:
Date:	Date:
PO#:	

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No thanks. Please mail my invoices to:  
 7 North Dixie Highway  
 LAKE WORTH, FL 33460, US



Your Sales Representative  
 Kevin Whalen  
 (561) 669-5488  
 kevin.whelen@willscot.com

Agreement Number: Q-1639583  
 Revision: 1  
 Date: 1/19/2024  
 Expiration Date: 2/16/2024

**Sale Agreement For New Equipment With Limited Warranty**

<b>Buyer:</b> City of Lake Worth Beach 7 North Dixie Highway LAKE WORTH, FL 33460	<b>Contact:</b> Jamie Brown 7 North Dixie Highway LAKE WORTH, FL 33460, US Phone: 561-719-4280 E-mail: jbrown@lakeworthbeachfl.gov	<b>Ship To Address:</b> 10 S Ocean Blvd Lake Worth Beach, FL 33460, US <b>Delivery Date (on or about):06/28/24</b>
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Unit Description and Pricing	Quantity	Price	Extended
60x36 Modular (56x36 Box) Utilities	1	\$ 253,993.28	\$ 253,993.28
Delivery - 12' wide	3	\$ 8,344.21	\$ 25,032.63
Standard Complex Setup and Anchor	1	\$ 10,778.51	\$ 10,778.51
Standard Complex Vinyl Skirting	1	\$ 6,722.87	\$ 6,722.87
Hitch installation Hitch Removal	1	\$ 913.43	\$ 913.43
Ramp - Delivery & Installation	1	\$ 3,577.61	\$ 3,577.61
Life Safety Plans	1	\$ 761.19	\$ 761.19
Ramp / Stair Plans	1	\$ 761.19	\$ 761.19
Installation of steps	1	\$ 159.85	\$ 159.85
ADA/IBC Switchback Ramp - Custom Sale	1	\$ 12,603.85	\$ 12,603.85
Fuel Surcharge Delivery	3	\$ 1,919.17	\$ 5,757.51
State Approved Building Plans	1	\$ 1,065.67	\$ 1,065.67
<b>Total Purchase Price Including Delivery And Installation (If Applicable)*:</b>			\$ 322,127.59
<b>Total Purchase Price Including Delivery And Installation (If Applicable)* Including Estimated Taxes:</b>			\$ 344,608.00

**Scope Of Work**

OMNIA 2198936

**Summary of Charges**

Model: 60x36 Modular (56x36 Box)	QUANTITY: 1	Total Charges for(1) Building(s): \$ 322,127.59
		Total Charges for (1) Building(s) Including Estimated Tax: \$ 344,608.00





Your Sales Representative  
 Kevin Whalen  
 (561) 669-5488  
 kevin.whelen@willscot.com

Agreement Number: Q-1639583  
 Revision: 1  
 Date: 1/19/2024  
 Expiration Date: 2/16/2024

**Payment Terms**

Credit Terms: 50% due upon signing, 25% due upon unit delivery and remaining, 25% due upon substantial completion.

**Acknowledgement**

This Sales Agreement (the "Agreement") is made on January, 17, 2024, by and between William Scotsman Inc., a Maryland corporation, doing business at 375 Kelly Drive, West Palm Beach, FL 33411 ("Seller") and City of Lake Worth Beach ("Buyer"), doing business at the address noted above.

Buyer agrees to purchase from Seller one or more trailer(s) and/or relocatable modular and/or pre-fabricated structures, including stairs, railings, furniture, and other items attached or appurtenant thereto, as noted above and detailed on any Addenda to this Agreement (hereinafter collectively referred to as the "Equipment"), for the purchase price and payment terms and subject to the terms and conditions set forth of this Agreement and as detailed on the Addenda to this Agreement. The Agreement and the Addenda together form the "Contract Documents". The Addenda are as follows and are an integral part of this Agreement.

Addenda: No Addenda attached.

\*All prices exclude applicable taxes.

**By its signature below, Buyer hereby acknowledges that it has read and agrees to be bound by the Seller's Sales Agreement Additional Terms and Conditions (11-30-11) located on Seller's internet site (<https://www.willscot.com/About/terms-conditions>) in their entirety, which are incorporated herein by reference and agrees to purchase the Equipment from Seller subject to the terms therein.**

LIMITED WARRANTY: Seller hereby warrants to Buyer that at the time of delivery Seller has good and marketable title to the Equipment, free and clear of all liens and encumbrances arising by or through the Seller. Seller warrants to Buyer that the materials and equipment (the "Equipment") furnished by Seller hereunder will be of good quality and new (factory built) and free from defects for a period of one (1) year from the date of delivery of the Equipment. Further, Seller hereby assigns to Buyer all assignable manufacturers' warranties, which shall be subject to the specific manufacturer's warranty provisions and time period. During the warranty period, Seller shall repair or replace all defective parts of the Equipment which are covered under Seller's warranty, (excluding maintenance items such as HVAC filters, fire extinguishers, fuses/ breakers, and light bulbs). Seller's warranty excludes repairs for damage or defect caused by abuse, work or modifications not executed by Seller, Buyer's alteration of the Equipment, improper or insufficient maintenance, improper operation, unreasonable and/or excessive use, or use of the Equipment for a purpose for which it was not intended or other misuse. Seller shall have no liability whatsoever for any consequential or incidental damages, costs or expenses arising from the Equipment, the work or any other factor. **Except as expressly stated herein, Seller disclaims any and all other warranties, either expressed or implied, including without limitation all warranties of merchantability, fitness for a particular purpose or usage of trade.**

**Signatures**

<b>BUYER (Name): City of Lake Worth Beach</b>	<b>SELLER: Williams Scotsman inc</b>
Signature:	Signature:
Print Name:	Print Name:
Title:	Title:
Date:	Date:
PO#:	

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 LAKE WORTH, FL 33460, US



Your Sales Representative  
 Kevin Whalen  
 (561) 669-5488  
 kevin.whelen@willscot.com

Agreement Number: Q-1639597  
 Revision: 1  
 Date: 1/19/2024  
 Expiration Date: 2/16/2024

**Sale Agreement For New Equipment With Limited Warranty**

<b>Buyer:</b> City of Lake Worth Beach 7 North Dixie Highway LAKE WORTH, FL 33460	<b>Contact:</b> Jamie Brown 7 North Dixie Highway LAKE WORTH, FL 33460, US Phone: 561-719-4280 E-mail: jbrown@lakeworthbeachfl.gov	<b>Ship To Address:</b> 10 S Ocean Blvd Lake Worth Beach, FL 33460, US <b>Delivery Date (on or about):06/28/24</b>
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Unit Description and Pricing	Quantity	Price	Extended
60x36 Modular (56x36 Box) Admin Building	1	\$ 251,843.67	\$ 251,843.67
Delivery - 12' wide	3	\$ 8,344.21	\$ 25,032.63
Standard Complex Setup and Anchor	1	\$ 10,778.51	\$ 10,778.51
Standard Complex Vinyl Skirting	1	\$ 6,722.87	\$ 6,722.87
Hitch installation Hitch Removal	1	\$ 913.43	\$ 913.43
State Approved Building Plans	1	\$ 1,065.67	\$ 1,065.67
Ramp - Delivery & Installation	1	\$ 3,577.61	\$ 3,577.61
Ramp / Stair Plans	1	\$ 761.19	\$ 761.19
Installation of steps	1	\$ 159.85	\$ 159.85
ADA/IBC Steps - Sale	1	\$ 2,208.99	\$ 2,208.99
ADA/IBC Switchback Ramp - Custom Sale	1	\$ 12,603.85	\$ 12,603.85
Fuel Surcharge Delivery	3	\$ 1,919.17	\$ 5,757.51
Life Safety Plans	1	\$ 761.19	\$ 761.19

**Total Purchase Price Including Delivery And Installation (If Applicable)\*: \$ 322,186.97**

**Total Purchase Price Including Delivery And Installation (If Applicable)\* Including Estimated Taxes: \$ 344,671.54**

**Scope Of Work**

OMNIA 2198936

**Summary of Charges**

Model: 60x36 Modular (56x36 Box)	QUANTITY: 1	Total Charges for(1) Building(s): \$ 322,186.97
		Total Charges for (1) Building(s) Including Estimated Tax: \$ 344,671.54



Your Sales Representative  
 Kevin Whalen  
 (561) 669-5488  
 kevin.whelen@willscot.com

Agreement Number: Q-1639597  
 Revision: 1  
 Date: 1/19/2024  
 Expiration Date: 2/16/2024

**Payment Terms**

Credit Terms: 50% due upon signing, 25% due upon unit delivery and remaining, 25% due upon substantial completion.

**Acknowledgement**

This Sales Agreement (the "Agreement") is made on January, 17, 2024, by and between William Scotsman Inc., a Maryland corporation, doing business at 375 Kelly Drive, West Palm Beach, FL 33411 ("Seller") and City of Lake Worth Beach ("Buyer"), doing business at the address noted above.

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Addenda: No Addenda attached.

\*All prices exclude applicable taxes.

**By its signature below, Buyer hereby acknowledges that it has read and agrees to be bound by the Seller's Sales Agreement Additional Terms and Conditions (11-30-11) located on Seller's internet site (<https://www.willscot.com/About/terms-conditions>) in their entirety, which are incorporated herein by reference and agrees to purchase the Equipment from Seller subject to the terms therein.**

LIMITED WARRANTY: Seller hereby warrants to Buyer that at the time of delivery Seller has good and marketable title to the Equipment, free and clear of all liens and encumbrances arising by or through the Seller. Seller warrants to Buyer that the materials and equipment (the "Equipment") furnished by Seller hereunder will be of good quality and new (factory built) and free from defects for a period of one (1) year from the date of delivery of the Equipment. Further, Seller hereby assigns to Buyer all assignable manufacturers' warranties, which shall be subject to the specific manufacturer's warranty provisions and time period. During the warranty period, Seller shall repair or replace all defective parts of the Equipment which are covered under Seller's warranty, (excluding maintenance items such as HVAC filters, fire extinguishers, fuses/ breakers, and light bulbs). Seller's warranty excludes repairs for damage or defect caused by abuse, work or modifications not executed by Seller, Buyer's alteration of the Equipment, improper or insufficient maintenance, improper operation, unreasonable and/or excessive use, or use of the Equipment for a purpose for which it was not intended or other misuse. Seller shall have no liability whatsoever for any consequential or incidental damages, costs or expenses arising from the Equipment, the work or any other factor. **Except as expressly stated herein, Seller disclaims any and all other warranties, either expressed or implied, including without limitation all warranties of merchantability, fitness for a particular purpose or usage of trade.**

**Signatures**

<b>BUYER (Name): City of Lake Worth Beach</b>	<b>SELLER: Williams Scotsman inc</b>
Signature:	Signature:
Print Name:	Print Name:
Title:	Title:
Date:	Date:
PO#:	

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 LAKE WORTH, FL 33460, US

**Exhibit “B”**  
**(Contractor’s Sales Agreement (as modified by the parties)**  
**(three (3)pages)**



**EXHIBIT "B"**

**SALES AGREEMENT  
For Single Or Multiple Unit(s)  
("NEW" Equipment)**

<b>Full Legal Name of Buyer and Address:</b>						
City of Lake Worth Beach 7 N. Dixie Highway Lake Worth Beach, FL 33460						
<b>Phone #:</b>				<b>Fax #:</b>		
SERIAL #	SIZE/MODEL	EQUIPMENT PRICE	DELIVERY	SETUP	TAX	PURCHASE PRICE
<b>TOTAL PURCHASE PRICE: \$</b>						

Buyer shall pay, or shall reimburse Williams Scotsman for, any applicable taxes, licenses, titles, and fees related to the sale/installation of the Equipment. If Buyer is tax exempt, Buyer shall provide Williams Scotsman with a valid copy of Buyer's tax exempt certificate as determined by Williams Scotsman's Tax Department. Buyer remains responsible for the payment of any use tax, which Seller, as a contractor may be required to pay.

**EQUIPMENT DESCRIPTION:** See Attached Four (4) Proposals ("Addenda")  
otherwise known as the ("Equipment")

**DELIVERY DATE** (approx.): \_\_\_\_\_ **WS Contract No.:** \_\_\_\_\_

**PAYMENT TERMS:** \_\_\_\_\_

This Sales Agreement (the "Agreement") is made this \_\_\_\_\_ day of \_\_\_\_\_, 2024, by and between **Williams Scotsman, Inc.**, a Maryland corporation, doing business at 901 S Bond Street Suite 600, Baltimore, Maryland 21231 ("Seller") and **The City of Lake Worth Beach**, a Florida Municipal Corporation ("Buyer"), doing business at the address noted above.

Buyer agrees to purchase from Seller one or more trailer(s) and/or relocatable modular and/or pre-fabricated structures, including stairs, railings, furniture, and other items attached or appurtenant thereto, as noted above and detailed on any Addenda to this Agreement (hereinafter collectively referred to as the "Equipment"), for the purchase price and payment terms shown above and subject to the terms and conditions set forth herein and on the following pages of this Agreement and as detailed on the Addenda to this Agreement. ~~The Agreement and the Addenda together form the "Contract Documents".~~

The Addenda are as follows and are an integral part of this Agreement:  
1. Williams Scotsman Quotation

~~Although the Contract Documents are intended to be complementary in the event of any conflict with respect to the scope of work, between the Agreement and the Williams Scotsman Quotation, the Williams Scotsman Quotation shall control.~~

## ADDITIONAL TERMS AND CONDITIONS

1. ORDER & DELIVERY. Seller will deliver to the location indicated in the Addenda to this Agreement the Equipment being purchased by Buyer. It is understood and agreed between the parties that Seller, in reliance on the promises of Buyer contained herein, is specially ordering the Equipment described in the Agreement from the manufacturer, based on information supplied to Seller by Buyer. In so ordering this Equipment, Buyer understands that the Equipment may not be standard, readily resalable product, and that Seller is incurring extraordinary costs and expenses in ordering this Equipment from the manufacturer. Upon delivery, Buyer agrees to inspect and accept the Equipment unless defective or deficient. The Equipment is deemed finally accepted at the time of delivery unless Buyer notifies Seller of a defect or deficiency in writing by telefacsimile and in writing by regular mail addressed to Seller's address shown on Page (1) one of this Agreement within forty-eight (48) hours after receipt of the Equipment.
2. BUYER'S SITE. Buyer shall choose a firm level site accessible by truck to locate the Equipment. Buyer shall own such site and/or have express legal authorization to locate the Equipment upon that same site. If Buyer fails to provide such a site, then Buyer shall pay for any resulting additional delivery and installation charges, including but not limited to, storage related charges attributable to delayed delivery and/or installation of the Equipment required and/or requested by Buyer.
3. TITLE. The parties expressly agree that title to the Equipment shall pass from Seller to Buyer only after Buyer has paid Seller the Total Purchase Price indicated in this Agreement. ~~Buyer grants to Seller a security interest in the Equipment until such time as Seller has received the Total Purchase Price for the Equipment Prior to the payment of the Total Purchase Price, Buyer hereby appoints Seller or its agents or assigns as Buyer's attorney in fact for the purpose of executing U.C.C. financing statements on behalf of Buyer, and to publicly record such statements to protect Seller's interest in the Equipment.~~ Documents of title, if any, as available to Seller, related to the Equipment will be provided to Buyer thirty (30) days after the Total Purchase Price has been received by Seller. Otherwise, all licensing, titling and permits required and/or desired by Buyer and any costs affiliated with them are the responsibility of Buyer and are to be obtained at Buyer's cost.
4. RISK OF LOSS; FURTHER LIABILITY. Upon delivery of the Equipment, all risk of loss or damage to the Equipment passes from Seller to Buyer. ~~In addition, Buyer hereby indemnifies Seller and agrees to save, defend and hold Seller harmless against all losses, damages, liability, costs and expenses (including attorneys' fees), as a result of any actions, claims, or demands arising out of this Agreement or related to the Equipment.~~
5. PERFORMANCE; REMEDIES. ~~If Buyer fails to pay the Total Purchase Price or any other payment due hereunder as or when due, or fails to perform any other term or condition of this Agreement, then such failure shall constitute an Event of Default. If an Event of Default occurs, Seller may do any or all of the following: (1) terminate this Agreement with respect to one or more units of Equipment or the entire Agreement, at Seller's sole option; (2) repossess any or all of the Equipment and bring an action against Buyer for any deficiency to recover the full benefits of its bargain under this Agreement; (3) designate an attorney to appear for Buyer in any court of record and confess judgment against Buyer for the amount of any unpaid balance due on this Agreement with interest accrued hereon, as set out below, together with costs of suit and the sum of fifteen percent (15%) of such unpaid balance as attorneys' fees. Moreover, any balance due owed by Buyer on this Agreement not timely paid shall bear interest at the rate of one and one half percent (1 1/2%) per month or the maximum rate permitted by law, whichever is lower; (4) exercise any and all rights and remedies available at law or in equity.~~
6. LIMITED WARRANTY: Seller hereby warrants to Buyer that at the time of delivery Seller has good and marketable title to the Equipment, free and clear of all liens and encumbrances arising by or through the Seller. Seller warrants to Buyer that the materials and equipment (the "Equipment") furnished by Seller hereunder will be of good quality and new (factory built) and free from defects for a period of one (1) year from the date of delivery of the Equipment. Further, Seller hereby assigns to Buyer all assignable manufacturers' warranties, which shall be subject to the specific manufacturer's warranty provisions and time period. During the warranty period, Seller shall repair or replace all defective parts of the Equipment which are covered under Seller's warranty, (excluding maintenance items such as HVAC filters, fire extinguishers, fuses/breakers, and light bulbs). Seller's warranty excludes repairs for damage or defect caused by abuse, work or modifications not executed by Seller, Buyer's alteration of the Equipment, improper or insufficient maintenance, improper operation, unreasonable and/or excessive use, or use of the Equipment for a purpose for which it was not intended or other misuse. Seller shall have no liability whatsoever for any consequential or incidental damages, costs or expenses arising from the Equipment, the work or any other factor. **Except as expressly stated herein, Seller disclaims any and all other warranties, either expressed or implied, including without limitation all warranties of merchantability, fitness for a particular purpose or usage of trade.**
7. BUYER'S REMEDIES. Buyer hereby agrees that its damages for Seller's uncured breach of this Agreement shall consist of the return to Buyer of a proportionate amount of the purchase price for the Equipment, out of funds paid by Buyer to Seller, as reasonably compensates Buyer for any uncured breach by Seller of this Agreement.

8. FOR EXPORT SALES ONLY: In the event the Equipment is to be exported from the Continental United States by Buyer, the following terms and conditions shall apply and will govern in the event of any conflict elsewhere in this Agreement:

- a. Payment shall be due in full prior to the Equipment being removed from the "Pier Delivery Location" shown in the Delivery Address on Page 1 of this Agreement.
- b. Upon delivery of the Equipment to the Pier Delivery Location, Buyer agrees to inspect and accept the Equipment. Buyer shall provide Seller with written acceptance of the Equipment prior to removing the Equipment from the Pier Delivery Location.
- c. All risk of loss or damage to the Equipment shall pass from Seller to Buyer upon delivery to the Pier Delivery Location.
- d. LIMITED WARRANTY. The Equipment referred to herein is **NEW** Equipment. Seller represents that the Equipment is in good repair and working condition. To the extent transferable Seller hereby assigns to Buyer any assignable manufacturers' warranties. **Except as expressly stated herein, Seller disclaims any and all other warranties, either expressed or implied, including without limitation all warranties of merchantability, fitness for a particular purpose or usage of trade.**

9. MISCELLANEOUS. ~~(A) This Agreement is the entire contract between the parties with respect to the subject matter hereof and supersedes all prior agreements and negotiations between them. This Agreement may be changed or amended only by a writing which is signed by a duly authorized representative of each party. (B) The terms of any documents submitted by Buyer (i) are superseded and replaced in their entirety by the terms and conditions of this Agreement and (ii) shall otherwise have no binding effect upon Seller, its agents and employees. Acknowledgement by Seller of any Buyer supplied documents shall be for Buyer's billing purposes only. (C) This Agreement shall be governed by and construed in accordance with the laws of the State of Maryland. Buyer hereby consents to the jurisdiction of the courts of Baltimore County, Maryland for the enforcement of this Agreement. Buyer hereby waives any and all rights to and/or claims of sovereign immunity. Each party hereby irrevocably waives any right it may have to a trial by jury. (D) Each party represents and warrants that this Agreement is valid and binding, is duly authorized by appropriate corporate action, and that the person signing has authority to bind the respective party to this Agreement. (E) Time is of the essence with respect to the performance of this Agreement. (F) Buyer shall not assign its right or obligations under this Agreement without the prior written consent of Seller. (G) Seller shall not be responsible for delays beyond its control. (H) Seller shall have no liability whatsoever for any consequential or incidental damages, costs or expenses arising from the Equipment, the work or any other factor. (I) If Buyer should require Equipment that meets certain local codes and/or ordinances, Buyer shall notify Seller at the time Equipment is ordered. Any special requirements shall be handled on a case-by-case basis. Seller makes no representations as to the Equipment's compliance with any federal, state, or local building codes, zoning ordinances, or other types of regulations or use codes. (J) Unless stated otherwise, Seller shall obtain/pay for the local transportation permits only. Buyer is responsible for obtaining and the cost of obtaining all other licenses, titles, permits, approvals, tests, inspections and fees. (K) All notices related to this Agreement shall be in writing and sent to the other party at its address stated herein. (L) The parties hereby covenant and agree that each party hereto may rely on a telefacsimile signature of the parties on this Agreement and/or any Amendment hereto. Any such signature shall be treated as an original signature for all purposes. The telefacsimile transmission of this Agreement and/or any Amendment hereto signed by the parties shall be deemed to be the original Agreement and Amendment for all purposes.~~

IN WITNESS WHEREOF, the parties, by their duly authorized officers, have signed, sealed, and delivered this Agreement on the date noted above and below.

ACCEPTED BY:  
BUYER: \_\_\_\_\_

SELLER: **WILLIAMS SCOTSMAN, INC.**

BY: \_\_\_\_\_  
Signature

BY: \_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Print Title

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Print Title

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

# STAFF REPORT REGULAR MEETING

**AGENDA DATE:** March 5, 2024

**DEPARTMENT:** Leisure Services / Public Works

**TITLE:**

Task Order No. 2 with WGI, Inc.

**SUMMARY:**

The Lake Worth Beach Leisure Services and Public Works departments wish to proceed with Task Order No. 2 with WGI, Inc.

**BACKGROUND AND JUSTIFICATION:**

The Lifeguards and Property Maintenance staff at the beach are currently operating out of the second floor vacant space in the City's Beach Casino. With a goal of vacating this space to provide for future leasing opportunities, a facility solution is necessary.

An agreement with William Scotsman will address the staff spacing issues by providing the two following facilities:

- Beach upper level – Lifeguards (double facility)
- Beach lower level – Property Maintenance Staff (single facility)

Multiple services and background engineering / survey must be completed as part of this process as well as concrete foundation construction, earthwork, utility tie-ins, etc. This WGI Task Order shall include surveying, SUE (Subsurface Utility Engineering), tree inventory, civil engineering, structural engineering, and work associated with the necessary minor site plan amendment.

**MOTION:**

Move to approve/disapprove Task Order No. 2 with WGI Inc. for an amount not to exceed \$83,885.00.

**ATTACHMENT(S):**

Fiscal Impact Analysis  
Task Order No. 2



**FISCAL IMPACT ANALYSIS**

Five Year Summary of Fiscal Impact:

<b>Fiscal Years</b>	<b>2024</b>	<b>2025</b>	<b>2026</b>	<b>2027</b>	<b>2028</b>
Inflows/Revenues					
Appropriated (Budgeted)	0	0	0	0	0
Program Income	0	0	0	0	0
Grants	0	0	0	0	0
In Kind	0	0	0	0	0
Outflows/Expenditures					
Appropriated (Budgeted)	0	0	0	0	0
Operating	0	0	0	0	0
Capital	\$83,885	0	0	0	0
Net Fiscal Impact					
<i>(If not budgeted)</i>	\$83,885	0	0	0	0
No. of Addn'l Full-Time					
Employee Positions	0	0	0	0	0

New Appropriation (Not Budgeted) Fiscal Impact:		
	Revenue Source	Expenditure
Department	Penny Sales Tax	Capital Projects
Division	N/A	N/A
GL Description	Transfer to Capital Project	Improvement Other than Build
GL Account Number	307-9010-581.91-80	301-9010-589-63-00
Project Number	N/A	GV2405
Requested Funds	\$83,885.00	\$83,885.00
Remaining Balance	N/A	N/A

**TASK ORDER No. 2**  
**City of Lake Worth Beach Casino Property Modular Buildings**

**CONTINUING PROFESSIONAL SERVICES**  
**(Architecture)**

THIS TASK ORDER FOR CONTINUING PROFESSIONAL SERVICES (“Task Order”) is made on the day of \_\_\_\_\_, between the **City of Lake Worth Beach**, a Florida municipal corporation (“City”) and **WGI, Inc.**, a Florida CORPORATION (“CONSULTANT”).

**1.0 Project Description:**

The City desires the CONSULTANT to provide those services as identified herein for the Project. The Project is described in the CONSULTANT’s Proposal, dated February 5, 2024 and services are generally described as: The Casino Property includes over 19 acres of land located east of the intersection of Lake Avenue and State Road A1A. Two separate modular buildings are proposed to accommodate City lifeguard and maintenance staff. The first modular building, housing lifeguard staff, will be located on the upper portion of the dune, opposite to the entrance of the City pier. The second modular building, housing maintenance staff, will be located at the bottom of the western portion of the dune, directly north of the existing restroom building (see Figure 1). The scope of services below outlines data collection and design services required for the installation of the two buildings.

**2.0 Scope**

Under this Task Order, the CONSULTANT will provide the City of Lake Worth Beach Geospatial, Environmental, Civil, and Structural professional services as specified in the **CONSULTANT’s proposal attached hereto and incorporated herein as Exhibit “1”**.

**3.0 Schedule**

The services to be provided under this Task Order shall be completed within 180 calendar days from the City’s approval of this Task Order or the issuance of a Notice to Proceed.

**4.0 Compensation**

This Task Order is issued for a lump sum, not to exceed amount of **\$80,445.00**. The attached proposal identifies all costs and expenses included in the lump sum, not to exceed amount.

**5.0 Project Manager**

The Project Manager for the CONSULTANT is Chris Holmes, phone (561-945-4804); email: [chris.holmes@wginc.com](mailto:chris.holmes@wginc.com); and, the Project Manager for the City is Jamie Brown, phone (561) 586-1720; email: [jbrown@lakeworthbeach.com](mailto:jbrown@lakeworthbeach.com).

**6.0 Progress Meetings**

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

**7.0 Authorization**

This Task Order is issued pursuant to the Continuing Professional Services Agreement (Architecture) based on RFQ#23-300 between the City of Lake Worth Beach and the CONSULTANT, dated 03/28/2023 (“Agreement” hereafter). If there are any conflicts between the terms and conditions of this Task Order and the Agreement, the terms and conditions of the Agreement shall prevail.

IN WITNESS WHEREOF, the parties hereto have made and executed this Task Order No. 2 as of the day and year set forth above.

**CITY OF LAKE WORTH BEACH, FLORIDA**

By: \_\_\_\_\_  
Jamie Brown, City Manager Or 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: \_\_\_\_\_  
Yannick Ngendahayo, Financial Services Director

CONSULTANT: **WGI, INC.**

By: \_\_\_\_\_

[Corporate Seal]

STATE OF \_\_\_\_\_ )  
COUNTY OF \_\_\_\_\_ )

THE FOREGOING instrument was acknowledged before me by means of  physical presence or  online notarization on this \_\_\_\_ day of \_\_\_\_\_, 2024, **WGI, Inc.**, by a Florida Corporation, who is personally known to me or who has produced \_\_\_\_\_ as identification, and who did take an oath that he or she is duly authorized to execute the foregoing instrument and bind the CONSULTANT to the same.

\_\_\_\_\_  
Notary Public Signature

Notary Seal:



February 5, 2024

Mr. Jamie Brown  
Public Works Department  
City of Lake Worth Beach  
301 College Street  
Lake Worth, FL 3346

[Jamie Brown <jbrown@lakeworthbeachfl.gov>](mailto:jbrown@lakeworthbeachfl.gov)

Re: Casino Property Modular Buildings  
Lake Worth Beach, FL

Dear Mr. Brown:

Wantman Group, Inc. (WGI) is pleased to provide this proposal to the City of Lake Worth Beach (CLIENT) for professional services. Our scope of services and corresponding fees are detailed below. In addition, it is agreed that WGI's services will be performed pursuant to WGI's Professional Services Agreement with the City of Lake Worth Beach, awarded as per RFQ 23-300 dated March 28, 2023.

**Project Understanding:**

The Casino Property includes over 19 acres of land located east of the intersection of Lake Avenue and State Road A1A. Two separate modular buildings are proposed to accommodate City lifeguard and maintenance staff. The first modular building, housing lifeguard staff, will be located on the upper portion of the dune, opposite to the entrance of the City pier. The second modular building, housing maintenance staff, will be located at the bottom of the western portion of the dune, directly north of the existing restroom building (see Figure 1). The scope of services below outlines data collection and design services required for the installation of the two buildings.

**Scope of Services:**

**SURVEYING SERVICES**

**I. Topographic Survey**

**Lump Sum Fee \$5,790.00**

1. Prepare a Topographic Survey of the topographic limits as shown below and in accordance with Rule 5J-17, Florida Administrative Code, pursuant to Chapter 472.027 of the Florida Statutes.
2. The survey will consist of general ground elevation shots and breaks in grade with intervals not to exceed 50 feet.
3. The Topographic Survey will include:
  - a. Visible and attainable fixed improvements and utilities unless otherwise noted;
  - b. Footprint of permanent structures;
  - c. Invert elevations of sanitary and storm drainage manholes, culverts, catch basins, and outfalls including pipe sizes and type if attainable.
  - d. Inverts from their connecting structure if found and accessible.
  - e. Type and height of walls, fences;

- f. Overhead wires (horizontal location only);
  - g. Outline of areas of dense vegetation such as treelines, bushes, hedges, and shrubs not individually located;
  - h. Outline of landscaped areas.
  - i. Two benchmarks established. Offsite placement preferred if accessible/allowable.
4. The Topographic Survey will not include:
- a. Sub-surface designation or location of underground utilities (covered under separate task);
  - b. Sub-surface foundations of structures;
  - c. Storm and Sanitary Sewer inverts of recessed or debris filled structures;
  - d. Sprinkler heads;
  - e. Overhead clearances (signal heads, wires, bridges, roofs, overhangs, walkways, etc.);
  - f. Traffic pavement striping including parking spaces;
  - g. Individual trees and shrubs;
  - h. Tree tagging;
  - i. Location of Geotech borings; and
  - j. Temporary features such as a trailers, movable barriers/fences, solar lighting, etc.

## II. Survey Deliverables

1. AutoCAD .dwg file, and a signed and sealed PDF of the Topographic Survey.

### BASIS OF SURVEY SCOPE

1. Access to the subject project shall be granted upon prior notice if restricted, gated, and/or locked. In the event that the surveyor is not allowed on site to perform the above survey services after access has been coordinated, the client shall be invoiced at the hourly rates quoted on WGI's current Fee Schedule.
2. Permits and permit fees, if needed, are not included and are the responsibility of the CLIENT.
3. Traffic control, lane closures, off duty police are not included.
4. Inverts will not be measured if lane closures are required to perform work due to permits and/or safety.
5. The location of storm and sanitary structures are only verified at the manhole or catch basin structure. Additional underground mapping/locating of storm or sanitary pipes if any, will require a supplemental work order.
6. Meeting attendance is not included in these scope of services.
7. Horizontal and/or Vertical Datums specific to the Project shall be conveyed to WGI prior to the Notice to Proceed.

## SUE SERVICES

### I. Utility Designating (ASCE 38-22 Quality Level B)

**Lump Sum Fee \$3,200.00**

1. WGI to provide an ASCE 38-22 Quality Level B (QLB) utility investigation (utility designates) to depict existing utilities for verification and horizontal alignment confirmation within Project Limits as shown below. Nine utility owners with nine facilities were identified in the Sunshine 811 Design Ticket.
2. This QLB investigation includes direct induction of toneable subsurface utility facilities from surface accessible features, and Ground Penetrating Radar sweep for non-toneable facilities. Detected facilities

will be marked with American Public Works Association (APWA) compliant colors; flags and water based paint on soft ground and washable chalk on hard surfaces.

3. WGI will perform survey and location of utility designates using network corrected GNSS surveying methods tied to project control.
4. WGI will provide utility CADD file with the results of the utility field investigation.

## **II. Vacuum Excavation (ASCE 38-22 Quality Level A)**

**Lump Sum Fee \$3,750.00**

1. WGI will provide an ASCE 38-22 Quality Level A field investigation within the project limits shown below, anticipating up to five (5) vacuum excavation test holes at specific utility conflicts at locations as directed by the EOR, including exploratory (attempted) test holes, where a potential design conflict is investigated, and no utility is found. Minimum of five (5) test holes per deployment.
2. Any additional facilities found during the course of QLA investigation will also be documented.
3. WGI will provide Field Test Hole Inventory Data sheets with the obtainable data; location, digital photos, utility description, depth, size, type, direction, and material for each test hole;
4. WGI will provide survey and location of utility test holes using network corrected GNSS surveying methods; and
5. WGI will update utility CADD file depicting the location of the test holes and corresponding utility data.

## **III. SUE Deliverables**

1. CADD deliverable with the QLB and QLA investigations drafted and incorporated into the Topographic drawing.
2. Summary of Verified utilities table with test hole information including number, location, utility line type, size, elevation, depth of cover, utility owner, station and offset or northing and easting, if alignment is not available.

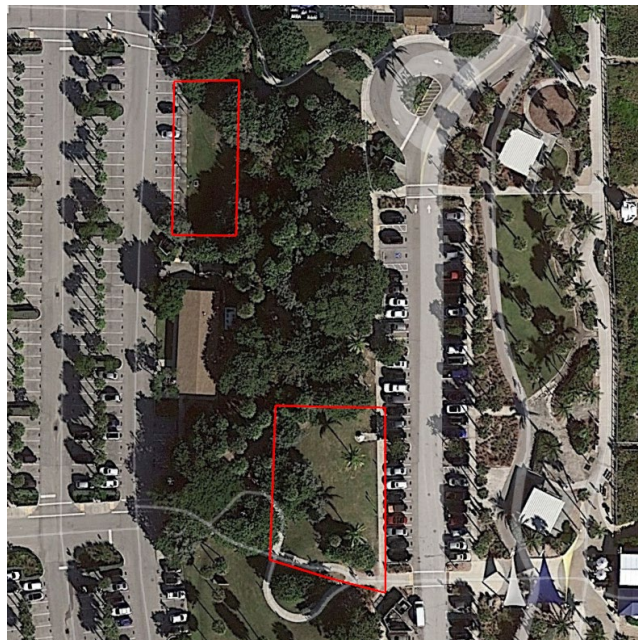
### **BASIS OF SUE SCOPE**

1. WGI proposes to provide an ASCE 38-22 Quality Level B utility investigation (designates) on existing utilities in order to determine the horizontal alignment within the project limits as shown below.
2. WGI proposes to provide ASCE 38-22 Quality Level A utility investigation, vacuum excavation test holes, on the existing utilities within the project limits shown below.
3. WGI will vacuum excavate utility facilities at the proposed locations, as directed by EOR, and provide a depth, size and material of the facility, and then backfill the test hole with native soil, compact with a pneumatic tamper to existing grade.
4. Generally, utility facilities found by vacuum excavation can be visually exposed to a depth equal to the water table; an air lance probe will be used for deeper facilities; however, visual confirmation will not be possible for facilities lying below the water table or utilities within directional bores. Note that the absence of identified utilities does not guarantee "no utility conflict".
5. Geophysical designating techniques, although highly reliable, are subject to outside interference, which are beyond the control of WGI, and may impede the effectiveness of subsurface utility investigations. Soil conditions, utility materials, size, depth, salt water and conductivity may prevent the location of some subsurface utilities. WGI utilizes state of the art equipment and methodology during all phases of utility investigations, but no guarantee is hereby expressed that all facilities will be detected.
6. Drafting and/or other CADD services are included.
7. Survey services and survey location utilities and test holes is included.
8. Horizontal datum shall be NAD83/2011 and vertical datum shall be NAVD88, unless otherwise specified.
9. CLIENT shall facilitate access for WGI field staff.

10. Basic work zone safety includes safety road signs and traffic cones.
11. Maintenance of Traffic, lane closures, if needed are included.
12. Street / park lighting is included.

**SUE EXCLUSIONS**

1. Traffic control investigation is not included.
2. Permits and permit fees, if needed, are not included and are the responsibility of the CLIENT.
3. Select backfill material, flowable fill or other material not included.
4. Mapping of irrigation lines and sprinkler heads is not included.
5. Sanitary sewer (gravity) investigation is not included.
6. Invert elevations of storm drainage manholes, culverts, catch basins, and outfalls including pipe sizes and types are not included in the SUE scope.
7. Off duty police not included.



**Figure 1**

**I. Tree Inventory**

**Lump Sum Fee \$2,000.00**

1. Prepare a sub-meter accuracy Global Positioning System (GPS) tree inventory of all existing protected trees according to the city requirements (3" DBH and greater). The GPS locations will be overlain onto an aerial map, site plan and other exhibits as required by the city;
2. Prepare a tabular tree list of existing protected trees and palms as required by the municipality. The tabular tree list will identify species, size, height, canopy spread, disposition, mitigation requirement, and condition of each protected tree; and
3. CLIENT or others shall furnish to WGI AutoCad files of the site plan and property surveys.



**PLANNING SERVICES**

**I. Preparation of Minor Site Plan Amendment and Application Lump Sum Fee \$7,500.00**

1. Prepare Minor Site Plan Amendment and Application to reflect 2 new modular buildings on the subject site;
2. Site Plan will be prepared as required for Minor Site Plan Amendment Application and include required site data to reflect the addition of the new structures;
3. City to provide previously approved site plan in a format appropriate to incorporate the survey information acquired with this scope and the proposed building footprints;
4. Site data on the previously approved site plan must be sufficient to calculate the proposed FAR, lot coverage, and impervious areas for the amendment request; and
5. Should the quality of the previously approved site plan not be sufficient to utilize for the purposes of this site plan amendment or the available site data not sufficient, an additional scope of service and fee will be required.

**CIVIL ENGINEERING SERVICES**

**II. Civil Engineering Services Lump Sum Fee \$26,350.00**

1. Prepare stormwater pollution prevention plans including details;
2. Design and prepare on-site paving and drainage design plans including details;
3. Design and prepare on-site potable water distribution plans including details;
4. Design and prepare on-site sanitary sewer plan and profile, including details;
5. Prepare final surface water management calculations and report for permitting; and
6. Prepare an Engineer's Opinion of Cost for construction.

**III. Regulatory Agency Permitting Services Lump Sum Fee \$5,470.00**

WGI will prepare and submit permit applications along with the required associated design documents for the proposed improvements. All permit fees will be paid by the CLIENT. We anticipate submitting applications and documents to the following agencies:

1. City Fire Rescue – Fire Marshal Approval;
2. City Engineering Department – Engineering Site Permit; and
3. Water Management District – Environmental Resource Permit Sections A and E.

**STRUCTURAL ENGINEERING SERVICES**

**I. Lifeguard Building Foundation Design Services Lump Sum Fee \$12,270.00**

1. WGI will prepare design documents and review the design of 23 foot 7 inches by 60 foot manufactured building over a continuous concrete spread foundation;
2. WGI will review design of building to design adequate anchorage to concrete foundation;
3. WGI will prepare design documents detailing concrete foundation for the building, staircase, and ramp structure;
4. Structures will be designed in accordance with the 7th Edition of the Florida Building Code (2023) with building located outside of 100 year flood zone; and
5. Construction phase services are not included.

**II. Building Maintenance Foundation Design Services**

**Lump Sum Fee \$14,115.00**

1. WGI will prepare design documents and review the design of 11 foot 9 inches by 60 foot manufactured building over a continuous concrete spread foundation;
2. WGI will review design of building to design adequate anchorage to concrete foundation;
3. WGI will prepare design documents detailing concrete foundation for the building, staircase, and ramp structure;
4. Structures will be designed in accordance with the 7th Edition of the Florida Building Code (2023) with building located outside of 100 year flood zone; and
5. Construction phase services are not included.

**BASIS OF THIS PROPOSAL**

This proposal is based on the following:

1. WGI shall be entitled to rely on the completeness and accuracy of all information provided by CLIENT. Information requested by WGI during the project will include, but may not be limited to, the building floor plans; plumbing, utilities, and roof drain plans; environmental assessments; geotechnical reports; and survey (with CAD file);
2. Civil engineering specifications and details will be included in the construction plans;
3. It is anticipated the proposed sanitary sewer improvements will connect to an existing sanitary manhole within the vicinity of the project area;
4. Scope of work does not include the design or analysis of new and/or existing sanitary lift station for the site;
5. Scope of work does not include surveys, permitting, or relocation of listed species, should these tasks be required, a separate work authorization will be provided;
6. It is anticipated the proposed water distribution improvements for the site will connect to an existing water main within the vicinity of the project area and require a new water meter;
7. It is anticipated new roof drains from the proposed building connect to a catch basin within the vicinity of the project area,, if required
8. It is anticipated the proposed drainage improvements may include a system of exfiltration trenches to accommodate water quality requirements;
9. Additional submittals and coordination with permitting agencies not due to WGI's work will be invoiced on an hourly basis;
10. Coordination and design of proposed electrical, telephone, television, and gas utilities shall be completed by others. WGI will exchange drawings with these utilities for coordination purposes and to incorporate their existing and proposed features into our plans for conflict resolution and informational purposes;
11. Subsurface Utility Engineering (SUE), utility designations, and pot-holing services will be provided if needed, and a separate proposal will be submitted once the scope is determined; and
12. The project will be designed and permitted under one phase.

**TOTAL LUMP SUM FEE**

**\$72,945.00**

We appreciate the opportunity to be of service to the City of Lake Worth Beach. Upon acceptance of this proposal, please sign and return an executed copy to this office.

Respectfully submitted,

**WGI**



Brett Oldford, PE  
VP, Civil Engineering

# STAFF REPORT REGULAR MEETING

**AGENDA DATE:** March 5, 2024

**DEPARTMENT:** Public Works

**TITLE:**

Discussion of the Fiscal Year 2024-2025 Community Development Block Grant Application

**SUMMARY:**

Direction from the City Commission is requested to authorize the submission of an application for an eligible activity to Palm Beach County Department of Housing and Economic Development (DHED) for funding made available under the FY 2024-2025 Community Development Block Grant program in the estimated amount of \$266,814. The activity to be submitted for funding will be determined by the City Commission during this meeting.

**BACKGROUND AND JUSTIFICATION:**

Three eligible activities proposed by staff are being presented during this meeting for consideration and comment by members of the City Commission and the public. Other suggested eligible activities from members of the City Commission and the public are also welcomed for funding consideration at this meeting.

The first activity consists of improvements to the 11<sup>th</sup> Avenue South and 9<sup>th</sup> Avenue South greenways. The proposed scope of work includes updating and improving the irrigation systems of these greenways, the installation of additional landscaping, the addition of amenities such as benches, doggie stations, garbage receptacles, static fitness stations, and community outreach stations, and the installation of art work. The in-house cost estimate for these improvements is \$266,814. The estimated FY 2024-2025 CDBG funding will cover the entire cost of the proposed scope of work. No local cost share is anticipated.

Infrastructure improvements is an eligible CDBG activity. This activity is located within the City's CDBG Target Area, thereby providing a presumed benefit to low- and moderate-income persons.

The second activity involves improvements to the Youth Empowerment Learning Center located at 1701 Wingfield Street. The proposed scope of work includes remodeling of the interior of the building, interior and exterior ADA improvements, the addition of exterior amenities, exterior improvements, and landscaping. The in-house cost estimate for these improvements is \$266,814. Estimated FY 2024-2025 CDBG funding will cover the entire cost of the proposed scope of work. No local cost share is anticipated.

Public facilities and improvements are an eligible CDBG activity. The service area of this public facility is located within the City's CDBG Target Area, thereby providing a presumed benefit to low- and moderate-income persons.

The third activity includes proposed improvements to the Norman J. Wimbley Gymnasium. The improvements in the proposed scope of work include upgrading the signage and marquee, updating the HVAC systems, improving the restroom facilities, upgrading the front entrance, and upgrades to the athletic equipment. The estimated cost of these improvements is \$266,814. Estimated FY 2024-2025 CDBG funding will cover the entire cost of the proposed scope of work. No local cost share is anticipated.

Public facilities and improvements are an eligible CDBG activity. The service area of this public facility is located within the City's CDBG Target Area, thereby providing a presumed benefit to low- and moderate-income persons.

Staff respectfully requests direction from the City Commission in the selection of the eligible activity to be funded with the City's FY 2024-2025 CDBG allocation in the estimated amount of \$266,814. It is further requested that the City Commission authorize the submission of the application to DHED for this purpose.

**MOTION:**

Move to approve/disapprove staff's request to determine the activity to be selected for FY 2024-2025 CDBG funding and to authorize the submission of an application to DHED for CDBG funds in the estimated amount of \$266,814 for the selected activity.

**ATTACHMENT(S):**

Fiscal Impact Analysis – N/A  
Presentation  
CRA area map



# Community Development Block Grant

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**Commission Meeting**  
**March 5, 2024**

**Presented By:**  
***Jerry Kelly, Grants Analyst***

# Community Development Block Program



## ▪ **Community Development Block Program (CDBG)**

- Resulted from the Housing and Community Act of 1974 and enacted in 1975

### ➤ **Purpose:**

- Provide Communities with resources to address unique community development needs

### ➤ **U.S. Department of Housing & Urban Development**

- ♦ Awards grants based on formula allocations to entitlement communities to carry out a wide range of community development activities directed toward:
  - Revitalizing Neighborhoods
  - Economic Development
  - Providing Improved Community Facilities & Services

# Palm Beach County Urban County Partnership



- Entitlement Communities include States, urban counties with a population of 200,000 or more, and municipalities with a population of 50,000 or more. Palm Beach County is an eligible entitlement urban county for the receipt of CDBG funding.
- The Palm Beach County Entitlement Jurisdiction serves unincorporated areas and non-entitlement municipalities (those with populations under the 50,000 persons threshold). This includes the City of Lake Worth Beach.
- The City of Lake Worth Beach has entered into an Interlocal Cooperation Agreement, as amended, with Palm Beach County for participation in its Urban County Program through September 30, 2027. By this action, the City of Lake Worth Beach is eligible for receipt of its portion of the formula allocation of CDBG funds the County receives from HUD.



# Eligible Activities

- In accordance with the Interlocal Cooperation Agreement, the City must use its allocation of CDBG funds for certain eligible activities pursuant to CDBG regulations. Eligible uses for subrecipients include the following:
  1. Eligible infrastructure and public facility improvements as follows:
    - a. Roadway and sidewalk improvements;
    - b. Parks and recreational facilities;
    - c. Community centers and public facilities; and
  2. Code enforcement serving an existing CDBG Target Area
- The County's CDBG program does not permit the City to use these funds to conduct public services and planning and administrative activities that are otherwise eligible under the CDBG program. In addition, the County conducts its own county-wide housing rehabilitation and economic development programs with CDBG and other funding.

# National Objectives



- Eligible activities must serve the National Objective of the CDBG program of benefitting low- and moderate-income persons pursuant to 24 CFR 570.208(a)
- FY2024-2025 CDBG Funds
  - ~\$266,814.00 (estimated)
  - This funding is subject to availability from HUD and approval of the Board of County Commissioners

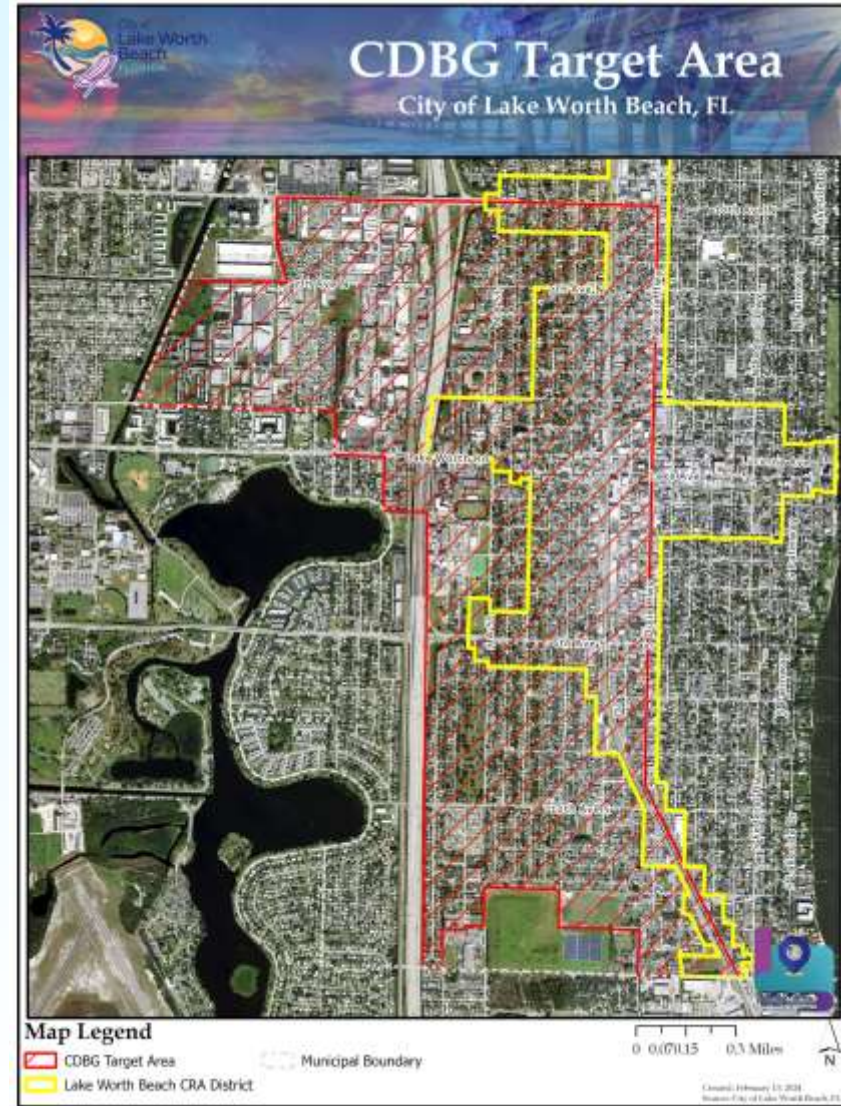
**\*\*The City can submit only ONE (1) Application for the Total Amount**

# National Objectives

- There is a presumed benefit for low- and moderate-income persons for those eligible activities conducted in the CDBG Target Area



# CDBG Target Area & CRA District



# Proposed Project No. 1



## 11<sup>th</sup> & 9<sup>th</sup> Ave South Greenway Improvement Project

- **Scope of Work:**

1. Update and improve irrigation systems.
2. Additional landscaping.
3. Added amenities such as benches, doggie stations, garbage receptacles, and static fitness equipment.
4. Information and community outreach stations.
5. Art installations.

**Project Estimate: \$266,814.00**

Grant Funds:           \$266,814.00



# Proposed Project No. 2



## Youth Empowerment Learning Center Improvements

### ▪ Scope of Work:

1. Remodel interior
2. ADA interior and exterior improvements
3. Building exterior improvements
4. Added exterior amenities
5. Landscaping

**Project Estimate: \$266,814.00**

Grant Funds: \$266,814.00



# Proposed Project No. 3

## Norman J. Wimbley Gym Improvement Project

### Scope of Work:

1. Update signage and marque.
2. Update HVAC systems.
3. Improve restroom facilities.
4. Front entrance upgrade.
5. Update athletic equipment.

**Project Estimate:**           **\$266,814.00**  
**Grant Funds:**               **\$266,814.00**



# Questions & Comments

