



AGENDA
CITY OF LAKE WORTH BEACH
REGULAR CITY COMMISSION MEETING
CITY HALL COMMISSION CHAMBER
TUESDAY, MAY 18, 2021 - 6:00 PM

ROLL CALL:

INVOCATION OR MOMENT OF SILENCE: led by Commissioner Kimberly Stokes

PLEDGE OF ALLEGIANCE: led by Commissioner Sarah Malega

AGENDA - Additions / Deletions / Reordering:

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

- A. Presentation by Denise Sanon, Principal of Barton Elementary School
- B. Presentation regarding the Cottages of Lake Worth Beach by Wes Blackman
- C. Proclamation declaring May 16-22, 2021 as National Public Works Week
- D. Ocean Rescue Proclamation
- E. Proclamation declaring May 2021 as Mental Health Awareness Month

COMMISSION LIAISON REPORTS AND COMMENTS:

PUBLIC PARTICIPATION OF NON-AGENDAED ITEMS AND CONSENT AGENDA:

APPROVAL OF MINUTES:

- A. [Work Session - April 27, 2021](#)
- B. [Regular Meeting - May 4, 2021](#)
- C. [Work Session - May 6, 2021](#)

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

- A. [Approval of Settlement with Martin Maldonado for \\$30,000](#)
- B. [Approval of Settlement with Dinorah De La Cruz for \\$30,000](#)
- C. [Resolution No. 27-2021 – approving submission of the City’s application to the Florida Department of State, Department of Cultural Affairs, Specific Cultural Project Grant Program for the proposed BiblioArte! 2023 Festival](#)
- D. [Bill of Sale by and between JSM Bermuda, LLC. and the City of Lake Worth Beach](#)
- E. [Bill of Sale by and between Hammon Park on the Ave, LLC. and the City of Lake Worth Beach](#)
- F. [Proclamation declaring May 2021 as Hepatitis Awareness Month](#)

- G. [Proclamation declaring May 2021 as Haitian Heritage Month](#)
- H. [Proclamation declaring May 17-24, 2021 as National Beach Safety Week](#)
- I. [Agreement with Gresco Supply Inc., for the purchase of two step-down electric power transformers](#)
- J. [Resolution 24-2021 and License Agreement with the Florida Department of Transportation for Right of Way improvements associated with FDOT Project No. 4471775 SR 805 Dixie, Lake & Lucerne Avenue Signalization & Street Lighting Improvements](#)

NEW BUSINESS:

- A. [Resolution No. 25-2021 – Amending City Commission’s Rules of Procedure](#)
- B. [Resolution No. 26-2021 – Amending the Charter Review Committee membership selection and appointment process](#)

CITY ATTORNEY'S REPORT:

CITY MANAGER'S REPORT:

ADJOURNMENT:

[Attachment - Draft Agenda for June 1, 2021](#)

The City Commission has adopted Rules of Decorum for Citizen Participation (See Resolution No. XX-2021). The Rules of Decorum are posted within the City Hall Chambers, City Hall Conference Room, posted online at: <https://lakeworthbeachfl.gov/government/virtual-meetings/>, and available through the City Clerk’s office. Compliance with the Rules of Decorum is expected and appreciated.

If a person decides to appeal any decision made by the board, agency or commission with respect to any matter considered at such meeting or hearing, he or she will need a record of the proceedings, and that, for such purpose, he or she may need to ensure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is to be based. (F.S. 286.0105)

**MINUTES
CITY OF LAKE WORTH BEACH
CITY COMMISSION WORK SESSION
CITY HALL COMMISSION CHAMBER
TUESDAY, APRIL 27, 2021
IMMEDIATELY FOLLOWING
THE ELECTRIC UTILITY CITY COMMISSION MEETING**

The meeting was called to order by Mayor Resch on the above date at 7:34 PM in the City Commission Chamber located at City Hall, 7 North Dixie Highway, Lake Worth Beach, Florida.

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

UPDATES / FUTURE ACTION / DIRECTION

A. Capital Program (Past year's plan)

Juan Ruiz, Assistant City Manager, said that there was a lot to discuss and introduced Bruce Miller, Financial Services Director.

Mr. Miller said that the budget process would begin soon and he would provide an overview of the Capital Improvement Plan (CIP). He explained that the commission would approve the forthcoming year's CIP with four years teed up. He went through the list of project requests by fund with the funding balances identified. He said that there were project sheets to accompany the summary.

Mayor Resch asked about the requests.

Mr. Miller replied that there was detail provided for each project in last week's backup.

Commissioner Malega asked for clarification of the cumulative request. She requested that the grant dollars be filled in.

Mr. Miller responded that the cumulative number was for projects that had been funded. and rows for already funded projects would be eliminated.

Assistant City Manager Ruiz said that everything would be brought current by the budget work sessions. He stated that the presentation was very general and there would be American Rescue Plan Act (ARPA) funds available; when Washington provided the information, a work session would be set up.

Commissioner Stokes asked what the garage fund was used for.

Mr. Miller answered that the garage fund was for the replacement of vehicles.

Vice Mayor Robinson asked if leasing versus purchasing was examined and why the amount for the library was so low compared to Leisure Services.

Assistant City Manager Ruiz replied that the city was in a constant mode of determining whether to lease or purchase city vehicles and the fleet would turn over as the switch to electric vehicles was made. He iterated that Leisure Services oversaw all of the parks, for example, and the budget would vary from year to year. He said that the operating budget was handled separately from the CIP budget and the budget work sessions would give the details.

Mayor Resch requested the FY 20 budget to compare to FY 21.

Discussion ensued about the city's bond rating.

B. Sales tax

Mr. Miller gave an overview of the discretionary sales tax summary showing the estimated revenue of \$21 million less commitments as of September 2020 and other projects leaving a balance of \$1.1 million. He spoke about the projects that had been approved, which projects had been bond funded for each of the city's funds and future CIP projects earmarked for sales tax funding. He iterated the additional CIP projects and potential funding sources.

Assistant City Manager Ruiz stated that \$6 million had been set aside for the pool.

Mr. Miller said that he did not have the authority to expend funds without an appropriation.

Commissioner McVoy expressed concern that the backup provided at the meeting did not match what was posted on the website for the public.

Commissioner Malega reported that the numbers matched; the new backup was broken down more.

Commissioner Stokes asked how much sales tax funding had been received and spent.

Mr. Miller went over the projects that had been or were almost completed for a total of \$6 million and the bond funded projects for a total of \$5.1 million. He mentioned the future CIP projects to be funded by sales tax totaling \$8.75 million; the funds had not been appropriated.

Assistant City Manager Ruiz reported that to get more for the money and to complete necessary projects, funding was borrowed against the future sales tax revenue to come. He explained that the sales tax requirements were very specific and if expenses did not become part of a project, they would have to be paid back. He said that he attended meetings with the PBC League of Cities, which served as the city's oversight committee, to justify the expenditures and iterated that all of the upgrades were life and safety issues. He stated that direction would be needed regarding how the funds should be spent; \$8.75 million had been earmarked but not included in the CIP.

Commissioner Malega asked if the \$750,000 for IT infrastructure included anything for the

Finance Department whose system was completely antiquated.

Assistant City Manager Ruiz answered that it did not. He said that the Enterprise Resource Planning (ERP) conversation had begun; two systems would need to run at the same time through the migration and would take several years with a ballpark cost of \$1.2 million.

Commissioner McVoy stated that the public should have access to the information so that they would not have to make public records requests and access could lead to crowd sourcing.

Commissioner Stokes asked if there was a penny sales tax fund and if so, how much money it contained.

Mr. Miller stated that the penny sales tax was a straight cash flow model and there was \$3 million in the fund.

Commissioner McVoy asked for a ball park of the interest rates.

Mr. Miller said that the interest rates were a little over four percent, which was low, and the city was paying less for the duration.

Commissioner Malega requested looking at sustainability bonuses for new projects that would incorporate the surrounding areas.

Mayor Resch asked if there could be a hold on the sustainability bonus program.

Assistant City Manager Ruiz said that he would discuss the issue at the Directors' meeting in the morning.

City Attorney Goddeau stated that input would be needed from William Waters, Community Sustainability Director; a status update could be provided at the May 4 meeting.

C. Strategic Plan

Mr. Waters explained that the strategic plan was a document giving a high level vision of the city looking at its why, how and what. He said that the focus was on improving lives and making LWB the first choice for residents and businesses. He spoke about how the strategic plan, which provided a framework for making critical policy and budgetary decisions, came about and that the strategic plan contained the mission and vision statements, values and strategic priorities and objectives. He went over the core values, vision and strategic priorities to position the city as a competitive viable location of choice, to celebrate its diversity, to navigate towards sustainability and to affirm government for all. He said that the strategic plan included elements from the comp plan which was required by Florida Statute and was reviewed every seven years, the Land Development Regulations (LDRs) which contained the rules and regulations for investing in the city, incentive programs and various guidelines. He iterated that local governments were able to designate areas as CRAs when certain conditions existed.

Mayor Resch asked if there would be a work session about the strategic plan.

Assistant City Manager Ruiz responded that there should be an annual discussion about the strategic plan and a visioning conversation would be needed.

Vice Mayor Robinson expressed the importance of a strategic plan and how to fund investment outside of gift money such as penny sales tax and ARPA funds, which should be encouraged. He said it would be necessary to balance investment and incentives.

Commissioner Malega thanked Mr. Waters and his team for the strategic plan and said that she understood that it was a working plan that would need tweaking as times changed. She opined that the CRA should be redistricted to the blighted areas needing investment and inquired how projects would be funded when the CRA sunsetted.

Commissioner McVoy pronounced that financing the city was challenging, but there were other ways to fund projects aside from new development; the commission had a responsibility to maintain what made the city unique. He spoke about using innovation to drive progress and said that there was nothing in the strategic plan about combatting climate change.

Vice Mayor Robinson announced that the county not the city would get the Tax Increment Financing (TIF) money when the CRA sunsetted.

Commissioner Stokes said that the city needed to live up to its rich diversity and suggested looking at project ready ideas.

Mayor Resch stated that the city's cultural diversity should be celebrated and the city needed to work on its branding. She said that a balance was necessary between helping those in the city and bringing in new development. She stated that there was an opportunity to be creative such as helping a renter get into a home by renovating a house that had been boarded up. She spoke about hosting a World Diversity Day in February and called on the citizens to bring new ideas to the commission.

Commissioner Malega said that there would be a great tourism plan coming to the city and recommended that the materials include additional photographs of the city, like the Unity Wall and golf course. She reported that she had spoken with other cities about their requirements for the city manager to live in the city and most did not have that requirement; she suggested changing the ordinance regarding the residency requirement.

City Attorney Goddeau clarified that official action could not take place without public comment; an item would have to be on the agenda to allow for comment.

Commissioner McVoy suggested having a discussion at an upcoming meeting regarding the residency requirement for the city manager.

Mayor Resch requested that there be an item on the next agenda regarding whether or not to hire an interim city manager.

Assistant City Manager Ruiz replied that the item would be on the May 4 agenda.

Commissioner Stokes stated that the commission was excited about the possibilities at the Cultural Plaza and would need to discuss L and M Streets.

Assistant City Manager Ruiz stated that the May 6 work session would include the sustainable bonus program as well as other topics that he and City Manager Bornstein would have to finalize. He said that inform the commission about the specific topics.

Mayor Resch asked if the work session could start earlier than 6 PM.

City Attorney Goddeau replied that the meeting time was at the commission's pleasure.

Consensus was for the May 6 work session to begin at 4:30 PM following a 4:00 PM meal.

ADJOURNMENT:

The meeting adjourned at 9:57 PM.

Betty Resch, Mayor

ATTEST:

Deborah M. Andrea, CMC, City Clerk

Minutes Approved: May 18, 2021

**MINUTES
CITY OF LAKE WORTH BEACH
REGULAR MEETING OF THE CITY COMMISSION
CITY HALL COMMISSION CHAMBER
TUESDAY, MAY 4, 2021 - 6:00 PM**

The meeting was called to order by Mayor Resch on the above date at 6:10 PM in the City Commission Chamber located at City Hall, 7 North Dixie Highway, Lake Worth Beach, Florida.

ROLL CALL: Present were Mayor Betty Resch; Vice Mayor Robinson and Commissioners Sarah Malega, Christopher McVoy and Kimberly Stokes. Also present were City Manager Michael Bornstein, City Attorney Christy L. Goddeau and City Clerk Deborah M. Andrea.

INVOCATION OR MOMENT OF SILENCE: led by Mayor Betty Resch.

PLEDGE OF ALLEGIANCE: led by Commissioner Christopher McVoy.

AGENDA - Additions/Deletions/Reordering:

Deborah Andrea, City Clerk, announced that Consent Agenda Item C, Ratification of appointments and reappointments to various Advisory Boards, was revised to delete Commissioner Malega's appointment of Ricardo Martin to the Planning and Zoning Board to fill an unexpired term ending on July 31, 2022, and would be brought back at a future meeting.

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

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

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

A. Presentation regarding cyanobacteria by Reinaldo Diaz

Reinaldo Diaz, President and Founder of Lake Worth Waterkeeper, said that the organization was a 501c3 established in 2017 to protect and restore the historic Lake Worth Lagoon and its surrounding waters from Lake Okeechobee to offshore waters. He said that understanding the lagoon's history would help to better respond to its water issues and its history caused long standing environmental and legal problems. He iterated that the lagoon had entirely manmade connections throughout watershed and was designed and managed for the primary purpose of stormwater management. He showed photographs of the lagoon and spoke about the cyanobacteria environmental and public health risk such as the production of neurotoxins and hepatotoxins linked to neurodegenerative diseases like ALS, Alzheimer's, and Parkinson's as well as to long term gastrointestinal issues such as gastroenteritis, cholestatic liver disease, and growth of cancer cells. He announced that the lagoon was often excluded from important policy decisions to determine where Lake Okeechobee water would be discharged, resulting in more discharges in the future, which meant more cyanobacteria events.

Mayor Resch requested that Commissioner McVoy take the lead on the issue.

Mr. Diaz replied that the lagoon was the base of the economy and the community was concerned about damage to the lagoon should more Lake Okeechobee discharge be released.

Commissioner McVoy stated that he had spoken with Brian Shields, Water Utility Director, and suggested reaching out to other municipalities affected by the issue.

Commissioner Stokes asked if the commission could pass a resolution regarding the issue.

Commissioner McVoy stated that he and Mr. Diaz could prepare a resolution for the next agenda.

B. Mayor Resch read the Proclamation declaring May 13, 2021 as World Falun Dafa Day

C. FDOT Presentation - 10th Ave North & I-95 Interchange

Jamie Brown, Public Works Director, said that the issue was brought to the commission in January, but it was important to update the current commission. He introduced Andrew Nunes, PE, Consultant Project Manager American Consulting Professionals, LLC who would represent Humberto Arrieta, PE, FDOT Project Manager.

Mr. Nunes stated that the environmental review, consultation, and other actions required by applicable federal environmental laws for the project were being, or had been, carried out by the FDOT. He reported that SR-9/I-95 had a 10-lanes divided Interstate with a posted speed limit of 65 mph and 10th Avenue North had four lanes divided west and east of I-95 with a posted speed limit of 40 mph. He explained that a Project Development and Environment (PD&E) Study was done by FDOT to evaluate engineering alternatives, environmental impacts and social, cultural and economic impacts associated with a planned transportation project and spoke about the study process and project limits. He reported that the project's primary criteria were to reduce congestion and improve interchange operations and avoid any traffic spillback onto I-95, improve safety conditions by reducing conflicts and accommodate future traffic demand through the 2045 design year, and the secondary criteria were to improve multimodal (pedestrian and bicycle) connectivity, improve freight access and mobility and enhance emergency evacuation. He explained the existing crash data and lane configurations and spoke about the two different build alternatives, TUDI (tight urban diamond interchange) versus DDI (diverging diamond interchange) as well as the impacts and cost of each.

Mayor Resch asked why the pedestrians would cross over and if pedestrians and bicyclists would share the middle lane.

Mr. Nunes responded that the lane would be wide enough to share.

Commissioner Malega asked if there would be design changes and if the bike lanes could be colored differently.

Mr. Nunes replied that the conflict areas would be looked at when the project went to the design phase.

Mr. Brown stated that Glades and Lantana Roads would be getting similar interchanges.

Commissioner Malega asked how many of the interchanges were near schools.

Mr. Brown said that signals had been requested for safety as well as adding shade trees in the green areas.

Mr. Nunes stated that signalization had been evaluated and approved and landscaping changes would be examined.

Commissioner Malega asked why a pedestrian bridge was not added to the design.

Mr. Arrieta replied that a pedestrian bridge was not part of the scope; operational safety issues would be addressed.

Mr. Nunes answered that the pedestrians would be safer in the new condition as there would be protected barrier walls for protection.

Commissioner McVoy asked if the cars would be stopped far enough away for the children to see that it would be safe to cross. He added that 10th Avenue was already horrible for bicyclists; the design needed to be looked at for pedestrian and bicyclist safety.

Commissioner Stokes said that the school could not be moved for another 19 years and asked when the project would be completed.

Mr. Arrieta stated that the project was scheduled to begin in 2027, but could be moved up to 2025 should funding become available and it would take approximately two years to construct.

Mayor Resch noted that the 10th Avenue overpass was completed last year and wondered where the DOT dollars were going. She said that other cities had lovely landscaping and asked if the city's landscaping could be looked at as it was forlorn.

Mr. Arrieta responded that the overpass was an interim project to address the issues before the main project could begin in six years. He said that there would be a stand alone landscape project in 2030 after the interchange was completed.

Mayor Resch asked if the city would have any input.

Mr. Arrieta answered that there had been input in October 2020 from the community and elected officials at public workshops and the process was followed.

Commissioner McVoy stated that the current commission had serious concerns about the safety of the intersection and the environmental footprint needed to be examined for A Street. He suggested moving the wall to outside the bike lane.

Mr. Arrieta responded that median inside of the bike lanes would be 20 feet wide for children to use, bikers would not want a wall on the pavement. He reported that there would be two years in which to refine the design to address concerns.

Mayor Resch asked Mr. Brown if he was satisfied with the communication with FDOT.

Mr. Brown replied that he was and he would keep the commission apprised of the design and safety and would know the direction to take.

COMMISSION LIAISON REPORTS AND COMMENTS:

Commissioner Malega: announced that it was National Teacher Appreciation Week and that teachers should be thanked for their hard work. She stated that the past two weeks had been busy with the Neighborhood Associations and that Parrot Cove's block party was amazing. She said that she had attended the NAPC zoom meeting as the liaison and plans were being made for the raft race and Bryant Park had many positive happenings and desired open communication with the Gulfstream. She said that Family Fun Night at the gym was a lot of fun and well received and should be done again.

Commissioner McVoy: stated that he had attended the food drive and attendance had dropped off; staff said that it should continue through the end of May and then reassess. He said that he had a lot of contact with PBSO and had had a zoom meeting with local pastors and PBSO to work on de-escalation and proper training as there was room to increase community interaction to build up relationships. He said that there were many noise complaints to address. He announced that the community and developers had expressed concern about how the city would be moving forward and he saw his role as gathering information.

Commissioner Stokes: reported that she had met with several department heads which had been very informative and had enjoyed the Family Fun Night with her daughters. She said that she had spoken with staff who iterated that they were comfortable with the current food distribution schedule and she had met with the Restoration St. Louis people about how to move the Gulfstream forward.

Vice Mayor Robinson: opined that guns should be taken away when PBSO responded to domestic disputes. He said that a teacher from North Grade Elementary had been on the Rachel Ray show that afternoon. He reported that Restoration St. Louis was committed to moving forward with the Gulfstream Hotel and recognized the value of the city's oceanfront property; he expressed hope that the project would start soon. He stated that the city should require solar panels on buildings and that he was waiting for a quarterly report from the CRA.

Mayor Resch: stated that she had met with Erica Whitfield, the city's school board representative, and that she and the commission were committed to welcoming and integrating the first generation students; she suggested that perhaps the commissioners could adopt a school in their districts. She reported that the Puerto Rican Spanish Chamber of Commerce was interested in a mentoring program and Joan Oliva, CRA Director, suggested using 1213 Lake Avenue. She gave kudos to PBSO for encouraging and practicing de-escalation. She urged citizens to send in applications for the advisory boards as there were openings and said that people should rent an apartment in LWB for a year before buying a house; she announced that she was very impressed by her visit at The Mid. She announced that she would be attending some trainings on how to be an elected official.

Commissioner McVoy said that the commissioners had received information from the Gulfstream and asked if it could be shared with the public. He asked staff to provide financial estimates regarding the letter of understanding and if that information could be made public.

City Manager Bornstein replied that the materials had been presented at public meetings and could be made available to the public.

City Attorney Goddeau responded that all of the information was public record.

Commissioner Malega requested that the Gills create a website to keep the public informed about the progress at the Gulfstream.

Vice Mayor Robinson requested committing \$6 million to the oceanfront park and asked when the issue would be addressed.

Commissioner Stokes asked what the May 25 meeting regarding the Gulfstream would be about.

City Manager Bornstein answered that the intent would be to bring all of the information to the May 25 meeting for public discussion.

PUBLIC PARTICIPATION OF NON-AGENDAED ITEMS AND CONSENT AGENDA:

Wes Blackman requested that May be declared Historic Preservation Month in the city and recommended that the commission review the policy regarding low-e windows.

Mayor Resch said that the policy at LWB was to have a 360° view and should be studied.

Ramsay MacLeod requested that the CRA Board be disbanded and their projects be examined.

Todd Townsend said that the CRA was like a big corporation, building an elite square downtown and that a one-story parking garage should be built.

Tammy Pansa said that the manatees had been decimated and the city should take a stand about the issue and suggested having crossing guards at the intersection at 10th Avenue North.

The following spoke about various issues but did not write anything on their public comment cards: Peggy Fisher.

Deborah Andrea, City Clerk, read the comments submitted by the following:

Anthony Segrich requested that the commission have the Historic Preservation Board re-visit the recent amendments to the staff COA approval matrix and allow homeowners to take advantage of low-e environmentally friendly options for windows.

Jonathan Wright wrote that PBSO must enforce the city's noise ordinances and should be present on downtown streets from 10 PM – 3 AM Wednesdays through Sundays.

Teresa Miller wrote that there were projects in the works that must move forward, most importantly, the Gulfstream Hotel.

Charles Phillips wrote in support of the HRPB reexamining the recently revised guidelines with respect to the visible light transmittance ratings of generally available low-e window coatings.

Mayor Resch asked if there could be consensus to address the policy as soon as possible.

City Manager Bornstein responded that there would be an item at a work session in June and asked the City Attorney to clarify the process.

City Attorney Goddeau explained that an ordinance affecting HRPB would have to come before that board and then to the commission; if it was a policy, she would have to speak with William Waters, Community Sustainability Director, to see when the issue could come to the commission.

Mr. Waters said that the window issue was an ordinance regarding the HRPB design guidelines which were a part of the LDRs there would be a resolution to the HRPB guidelines in June with an ordinance to follow and he would email the commission regarding resolving the issue.

Discussion ensued regarding low-e glass and the process to change the policy.

APPROVAL OF MINUTES:

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

A. Regular Meeting - April 20, 2021

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

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

Action: Motion made by Commissioner Malega and seconded by Vice Mayor Robinson to approve the Consent Agenda.

- A. Proclamation declaring May 16-22, 2021 as Water Reuse Week
- B. Proclamation declaring May 2021 as Hepatitis Awareness Month
- C. (revised) Ratification of appointments and reappointments to various Advisory Boards
- D. Approval of Settlement with Milton Jackson for \$50,100 (inclusive of attorney's fees and costs)
- E. Resolution No. 18-2021 – Documenting the levy of municipal special assessment liens for unpaid lot clearing charges
- F. Resolution No. 19-2021 – Documenting the levy of municipal special assessment liens for unpaid boarding and securing charges
- G. Amendment to Lease Agreement regarding the Jewell/Steinhardt Cove Living Shoreline to provide for a 99-year Lease term

- H. Resolution No. 20-2021 – Hurricane Isaias Federally Declared Disaster EM-3533 Subaward and Grant Agreement Z2537
- I. Resolution No. 21-2021 – ALA COVID Library Relief Fund Grant Application
- J. Change Order 01 to B&B Underground Construction, Inc. for the Lift Station 12 & 14 Improvement Projects
- K. First Amendment to Agreement with Cummins Power South for Annual Service Maintenance and Inspection of Generators

Vote:

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

PUBLIC HEARINGS:

- A. Ordinance No. 2021-02 – Second Reading – the establishment of a residential planned development including a development of significant impact, a major site plan, a conditional use, and sustainable bonus incentives for Golden Road Apartments, which includes 230 residential units

City Attorney Goddeau read the ordinance by title only.

ORDINANCE NO. 2021-02 AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF LAKE WORTH BEACH, FLORIDA, AMENDING THE OFFICIAL ZONING MAP BY APPROVING THE CREATION OF A RESIDENTIAL PLANNED DEVELOPMENT DISTRICT, LOCATED AT THE NORTHWEST CORNER OF 10TH AVENUE NORTH AND BOUTWELL ROAD CONSISTING OF APPROXIMATELY 6.39 ACRES AS MORE PARTICULARLY DESCRIBED IN EXHIBIT A, THAT IS LOCATED WITHIN THE MIXED USE – WEST (MU-W) ZONING DISTRICT WITH A FUTURE LAND USE DESIGNATION OF MIXED USE – WEST (MU-W) THAT INCLUDES THE SPECIFIC DEVELOPMENT STANDARDS DESCRIBED IN EXHIBIT B; APPROVING A DEVELOPMENT OF SIGNIFICANT IMPACT; APPROVING A CONDITIONAL USE PERMIT; APPROVING DENSITY AND HEIGHT BONUS INCENTIVES THOROUGH THE CITY’S SUSTAINABLE BONUS INCENTIVE PROGRAM; APPROVING A MAJOR SITE PLAN FOR THE CONSTRUCTION OF A 230-UNIT RESIDENTIAL PLANNED DEVELOPMENT; PROVIDED FOR SEVERABILITY, CONFLICTS AND AN EFFECTIVE DATE

Mr. Waters stated that the applicant had made some changes to the site plan in response to comments from the first reading.

Brian Seymour, attorney at Gunster, replied that the five conditions were incorporated into the terms.

Mayor Resch asked if there were any public comments. No one from the public commented.

Comments/requests summary:

1. Commissioner McVoy expressed concern regarding the traffic that would worsen when the project was built.

2. Commissioner Malega thanked Mr. Romano for being a good neighbor and asked if the name of the project would be changed.

Lindsay Libers of WGI replied that the name would be changed to Advantis at Lake Worth.

Action: Motion made by Commissioner Malega and seconded by Commissioner Stokes to approve Ordinance 2021-02 on second reading.

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

UNFINISHED BUSINESS:

There were no Unfinished Business items on the agenda.

NEW BUSINESS:

- A. Resolution 23-2021 – issuing a notice of intent to adopt a temporary moratorium on accepting development applications under the Sustainable Bonus Program

City Attorney Goddeau did not read the resolution.

RESOLUTION NO. 23-2021 OF THE CITY OF LAKE WORTH BEACH, FLORIDA, ISSUING A NOTICE OF INTENT TO ADOPT A MORATORIUM ON ACCEPTING DEVELOPMENT APPLICATIONS SEEKING HEIGHT, INTENSITY, AND/OR DENSITY BONUSES UNDER THE SUSTAINABLE BONUS PROGRAM; IMPOSING A TEMPORARY MORATORIUM ON THE ACCEPTANCE OF SUCH APPLICATIONS; DIRECTING THE DEPARTMENT OF COMMUNITY SUSTAINABILITY TO PREPARE A TEMPORARY MORATORIUM ORDINANCE FOR REVIEW BY THE PLANNING AND ZONING BOARD AND SCHEDULING THE SAME FOR THE CITY COMMISSION’S CONSIDERATION AND PUBLIC HEARING THEREAFTER; AND PROVIDING FOR AN EFFECTIVE DATE

Mr. Waters articulated the philosophy behind the Sustainable Bonus Program which included encouraging on-site improvements to improve the quality of life of residents and greater private investment in projects to build greater taxable value and allowed for a developer to make a payment to the city for infrastructure/sustainable improvements. He stated that the commission reviewed the program annually as part of the budget process to set investment thresholds and allocate funds for infrastructure/sustainable improvements. He gave an overview of the history behind the program that was established in August 2012 as part of the update to the city’s Future Land Use Element of the Comprehensive Plan and cited examples of projects that were using the program such as The Mid, The Bohemian, Golden Roads and Aviara. He explained that the program applied to all projects over two stories in all zoning districts, required \$5 per square foot value for all areas above two floors for standard development governed by the Land Development Regulations (LDRs), required \$10 per square foot value for all requests of increased density, intensity and floor area ratio for planned developments and the investment of value could be on site or through payment to the city’s Sustainable Bonus Incentive Trust Account. He listed the types of on-site improvements: LEED Certification, enhanced landscaping and open space, Affordable/Workforce Housing, on site active or passive recreation, dog parks and tot lots, bus and transit shelters or enhanced security features. He summarized that the Sustainable

Bonus Program provided a clear, concise, consistent and quantifiable process for private investment whose process was predictable and easy to calculate, called for additional investment in projects beyond what was required by Code, encouraged millions of dollars of private investment, facilitated greater increases in tax base than otherwise would have occurred and was easily amended as market forces, development costs and city needs evolved and priorities changed. He spoke about the next steps, listing projects at the conceptual design and due diligence stage that were utilizing program and how to proceed with amending the program by adopting the resolution, discussing policy direction, proposing changes/amendments and interim program parameters, preparing amendments to the LDRs, preparing a funding plan, project priorities and process for the Sustainable Bonus Incentive Trust Account, finalizing an ordinance and project priorities and plan, scheduling public hearings with the Planning & Zoning and Historic Resources Preservation Boards and holding two readings of an ordinance. He proposed doing an official zoning-in-progress rather than a moratorium.

Comments/requests summary:

1. Mayor Resch asked if any of the proposed projects had applied for the program and for an explanation of why writing a check would be beneficial and if it were refundable.

Mr. Waters replied that no applications had been formally submitted and that a developer would write a check into the trust fund for half of the assigned value when a permit was issued and the money would have to stay in place; the commission could decide how to spend the money.

2. Commissioner Malega stated that projects that were already in the pipeline would not be affected and opined that the allowable improvements were appropriate except for active and passive recreation.
3. Commissioner McVoy requested a table indicating the improvements by project that had been used thus far.

Mr. Waters responded that the improvements that had been used were on the list.

Commissioner Malega opined that there was no reason to have a table other than to create work for staff.

4. Commissioner Stokes said that there would be more conversations about the issue and an upcoming work session was scheduled.

City Manager Bornstein stated that there would be a work session on May 18.

Commissioner Stokes said that the program needed to be examined.

Mr. Waters answered that the program could be amended several times without having a moratorium and the projects could move forward.

City Attorney Goddeau explained that the resolution would put a stay in place by stopping the program but could be revised to a zoning in progress determining the amount the developer would pay for the modified program.

5. Commissioner McVoy asked if other cities emulated LWB's program and that developers built in cities without sustainable bonus programs. He stated that the commission would have to determine if the value of the sustainable bonus was beneficial to the city.

Mr. Waters replied that many citizens in other cities were surprised by developments that were built as the programs were not defined. He explained that a developer could not spend more than a certain amount on a project.

Mayor Resch asked if there were any public comments.

Mayor Resch read the comment written by Tammy Panza requesting that the program be reviewed.

Don Rosenshine spoke in favor of a moratorium on the sustainable bonus program.

Mr. Waters stated that code requirements could not count towards the program.

City Clerk Andrea read the comments submitted by the following:

Nestor Rivera wrote to ask the commission how any developer was supposed to complete a project without the capacity to scale in the downtown area.

Tim Carey wrote to ask how the commission planned to attack affordable housing crisis.

Tim Anderson wrote to ask the commission how lower density projects with less foot traffic along Lake & Lucerne helped small businesses struggling to survive.

Brooke Waszak wrote to inquire how the Gulfstream Hotel as currently proposed would get built without a sustainable bonus.

Katie Lillis wrote to ask how the commission expected any developer to pay for land acquired by the CRA if the sustainable bonus were quashed or minimized,

Joan Lills wrote to inquire how would the commission intended to provide hundreds of safer and more affordable living opportunities for Lake Worth renters and residents if the commission curtailed the sustainable bonus program or imposed a building moratorium.

Gael Silverblatt wrote that the amenities for the sustainable bonuses should be entirely off-site and not adjoining the development, to benefit the residents of Lake Worth Beach and not just the residents of the development.

Desmond Moore wrote to ask the commission why the height of the proposed CRA projects was a problem now and how the new CRA projects differed from those that came before.

Vito Giannola wrote in opposition to the resolution.

The owners of Oka Sushi Thai Ramen wrote in opposition to the resolution.

Makayla and Danny Clanton wrote to ask for confirmation that the proposed temporary moratorium would not affect the development of the Gulfstream Hotel.

Shanon Materio wrote that it was unnecessary for the commission to vote on a moratorium because they were elected to exercise their power when an entity or developer requested exceptions.

Suzanne Cabrera from the Housing Leadership Council of Palm Beach County wrote that she had worked with the city for over a decade and stressed that even a temporary moratorium would have a chilling effect on developers who wanted to work with the city.

Cliff Kohlmayer wrote in favor of a temporary moratorium on the sustainability program.

Sidney Lesowitz wrote in favor of approving the forward thinking supported by the investors and supporters of Lake Worth Beach.

Thomas Conboy read his comments via zoom in favor of the moratorium until the commission got a hold of what the program was.

6. Mayor Resch iterated the three options which were to do nothing, to approve the moratorium or to go with the zoning in progress suggested by Mr. Waters.

Mr. Waters said that the value could change if the project changed and any project over two-stories had to participate in the program.

City Manager Bornstein stated that the intent of the program had been to encourage quality development that was not available in the city at the time.

Commissioner McVoy pronounced that things had changed in the city and the program should be re-examined and reiterated what Mr. Waters had proposed.

Mayor Resch asked if some items could be removed from the list.

Commissioner McVoy said that they should look at the list to decide what would be allowed under the zoning in progress.

Mr. Waters explained that the development would have to adhere to code.

Discussion ensued regarding which elements to keep in the program.

Commissioner Stokes stated that there was concern regarding particular development in the city and opined that there should be a work session regarding the downtown area.

Mayor Resch said that the Gulfstream Hotel project was not a part of the issue being discussed.

City Attorney Goddeau stated that the resolution would be revised to a zoning in progress resolution; applications received after approval of the resolution would be subject to the new guidelines and if the project were modified changing the calculations, then an additional amount would have to be paid to the trust fund.

Mr. Waters said that the numbers would be discussed for the FY 22 budget.

Action: Motion made by Commissioner Malega and seconded by Vice Mayor Robinson to revise Resolution 23-2021 to be a zoning in progress only resolution that would amend the current Sustainability Bonus Program to remove dog parks and tot lots, active and passive recreation, require public art to be off site and public spaces to be available to the public and require that the calculation result in a 50% payment from the developer to the city's Sustainable Bonus Trust Fund.

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

Action: Motion made by Commissioner Malega and seconded by Commissioner McVoy to extend the meeting an hour.

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

B. Agreement with Triple M Roofing for the PBC Fire Rescue Station #2 Roof Replacement Project

Mr. Brown explained that the Fire Station #2 roof was a maintenance issue.

Vice Mayor Robinson requested that maintenance issues be included in the revised contract.

Mayor Resch asked if there were any public comments. No one from the public commented.

Action: Motion made by Commissioner Malega and seconded by Vice Mayor Robinson to approve the Agreement with Triple M Roofing for the PBC Fire Rescue Station #2 Roof Replacement Project.

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

C. Resolution No. 22-2021 – Budget Amendment for FY 2021 for the Electric Utility to replenish its Vegetation Management account with \$350,000

City Attorney Goddeau did not read the resolution.

RESOLUTION NO. 22-2021 OF THE CITY OF LAKE WORTH BEACH, FLORIDA, A MUNICIPAL CORPORATION OF THE STATE OF FLORIDA, MAKING SEPARATE BUDGET AMENDMENT AND CORRESPONDING APPROPRIATIONS FOR THE NECESSARY OPERATING EXPENSES OF THE ELECTRIC UTILITY BUDGET FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2020 AND ENDING SEPTEMBER 30, 2021 AND PROVIDING FOR AN EFFECTIVE DATE

Ed Liberty, Electric Utility Director, explained that the funds would be replenished from the general fund for work that was previously done on impending failures.

Comments/requests summary:

1. Commissioner Malega stated that the funds could not be reimbursed through FEMA.

Mayor Resch asked if there were any public comments.

City Clerk Andrea read the comment submitted by the following:

Thomas Conboy wrote to request that state licensed arborists be required to oversee all tree trimming associated with the funding.

2. Mayor Resch asked who was hired to trim the trees as there had been complaints.

Mr. Liberty replied that EU could trim vegetation and there was a multi-year contract with Davey Tree; the homeowner would be responsible for trimming vegetation near the home. He said that he would speak with the company regarding an arborist and performing the trimming in a better manner.

3. Commissioner Stokes asked if there was notice given to the homeowner regarding trimming vegetation.

Mr. Liberty replied that the rights-of-way were trimmed and the alleyways were mowed on a three-year cycle. He said that trimming could be done immediately in an emergency and requested that he receive any complaints regarding the trimming so that he can correct the work practice if necessary.

Richard Stowe introduced himself to Mr. Liberty as the Vice Chair of the Tree Board and requested that Mr. Liberty attend the next Tree Board meeting.

Action: Motion made by Commissioner Malega and seconded by Commissioner McVoy to approve Resolution No. 22-2021 – Budget Amendment for FY 2021 for the Electric Utility to replenish its Vegetation Management account with \$350,000.

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

- D. Work Order No. 5 with Globaltech, Inc. for Design-Build services for Water Treatment Plant Flash Mixer Improvements

Brian Shields, Water Utility Director, explained that the item was for hydraulic improvements.

Mayor Resch asked if there were any public comments. No one from the public commented.

Action: Motion made by Commissioner McVoy and seconded by Vice Mayor Robinson to approve Work Order No. 5 with Globaltech, Inc. for Design-Build services for Water Treatment Plant Flash Mixer Improvements.

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

E. Appointment of a Commission member to the Multi-Jurisdictional Issues Coordination Forum

Comments/requests summary:

1. Commissioner Malega expressed interest in serving as the liaison because the issues would affect the city.

Mayor Resch asked if there were any public comments. No one from the public commented.

Action: Motion made by Vice Mayor Robinson and seconded by Commissioner Stokes to approve Commissioner Sarah Malega as the representative to the Issues Forum.

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

F. Appointing the Interim City Manager

Mayor Resch asked if there were any public comments.

City Clerk Andrea read the comment submitted by the following:

Thomas Conboy wrote to suggest that Jamie Brown should be appointed as the interim City Manager.

Richard Stowe said that Juan Ruiz was the Assistant City Manager and asked about the feasibility of bringing in someone from the outside to serve as Interim City Manager.

Comments/requests summary:

1. Commissioner Malega said that she had had multiple conversations with department heads and the NAPC and the city should demonstrate stability. She opined that Mr. Ruiz had earned his place.
2. Commissioner McVoy stated that there were arguments to bring someone in or promote someone from within. He said that he would support Mr. Ruiz as Interim City Manager with the understanding that a national search would be undertaken for the next City Manager.
3. Commissioner Stokes said that stability was important and staff was comfortable with Mr. Ruiz.
4. Mayor Resch said that she had spoke with Mr. Ruiz at length and that it made more sense to have Mr. Ruiz serve as Interim City Manager.

Action: Motion made by Commissioner Malega and seconded by Vice Mayor Robinson to approve appointing Juan Ruiz as Interim City Manager and authorizing the City Attorney to negotiate a contract to bring back to the City Commission for approval.

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

CITY ATTORNEY'S REPORT:

A. Request for an Attorney-Client closed door session

City Attorney Goddeau requested advice from the Lake Worth Beach City Commission concerning pending litigation, specifically regarding settlement negotiations and strategy related to litigation expenditures in the case of City of Lake Worth Beach, Florida v. Federal Emergency Management Agency and Peter T. Gaynor, in his official capacity, Case No. 19-cv-81140-SINGHAL at a closed door session to be held on May 18, 2021 at 5 pm.

CITY MANAGER'S REPORT:

City Manager Bornstein provided the following report:

- Reiterated that notes were taken about the conversations with the Gulfstream and staff was working hard to bring the Gulfstream Hotel matter back on May 25.
- Expressed appreciation for the clarity and direction given by the commission and asked for patience as staff dealt with multiple issues in a short amount of time.

ADJOURNMENT:

Action: Motion made by Vice Mayor Robinson and seconded by Commissioner McVoy to adjourn the meeting at 10:27 PM.

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

Betty Resch, Mayor

ATTEST:

Deborah M. Andrea, CMC, City Clerk

Minutes Approved: May 18, 2021

**MINUTES
CITY OF LAKE WORTH BEACH
CITY COMMISSION WORK SESSION
CITY HALL COMMISSION CHAMBER
THURSDAY, MAY 6, 2021 - 4:30 PM**

The meeting was called to order by Mayor Resch on the above date at 4:45 PM in the City Commission Chamber located at City Hall, 7 North Dixie Highway, Lake Worth Beach, Florida.

ROLL CALL: Present were Mayor Betty Resch; Vice Mayor Herman Robinson and Commissioners Sarah Malega, Christopher McVoy and Kimberly Stokes. Also present were City Manager Michael Bornstein, City Attorney Christy L. Goddeau and City Clerk Deborah M. Andrea.

UPDATES / FUTURE ACTION / DIRECTION

A. Discuss Commission Rules and Procedures

City Attorney Goddeau explained that the commission had the history of all of the resolutions related to the commission rules and procedures. She said that the intention was to discuss the rules and if changes were desired, a resolution would be brought back to the commission. She proceeded to go over each rule, beginning with rule one and brought up some issues that had arisen in the past. She pointed out that there was a rule regarding items being moved to a work session if they were discussed for more than 30 minutes and said that the commission could waive the rule by majority vote.

Vice Mayor Robinson asked if there would be a work session about rules and procedures after every election and how the current one had been scheduled. He opined that there should be work sessions about more pressing issues.

Commissioner Malega said that the commission had newly elected officials who needed to know what the rules were.

Mayor Resch said that it seemed that subsection three could stand. She asked if the district public forums in subsection four had taken place.

City Manager Bornstein replied that the resolution stated “may” not “shall” and the forums took place haphazardly.

Mayor Resch stated that the forums should take place and begin after the budget process starting with District 1 then rotating.

City Attorney Goddeau stated that rule three should be amended to extraordinary circumstances without listing them and allow for two members to zoom in as long as there was a physical quorum.

Mayor Resch suggested adding physically before absent.

City Attorney Goddeau pointed out that at times the Chair would give the gavel to the Vice

Chair in order to make or second a motion. She continued with rule five stating that the order could be revised by a majority vote.

Commissioner McVoy asked if there would be a way to alert participants via zoom that their item was up next.

City Manager Bornstein recommended investigating the issue and then bringing it back.

Commissioner Malega opined moving staff items earlier in the agenda so they could go home.

City Manager Bornstein said that the agenda items could be ordered with staff in mind.

Commissioner Stokes inquired if quasi-judicial hearings could be heard earlier.

City Attorney Goddeau said that quickest items could be heard first under New Business. She mentioned that many cities were discussing proclamations, deciding that only those proclamations where someone would be present would be read, the others would be under consent.

Commissioner McVoy asked if an agenda item could indicate who put it on there along with their contact information.

Mayor Resch stated that items from a commissioner would be indicated, not from staff.

Commissioner Stokes asked how proclamations were brought forward.

City Manager Bornstein said that there were particular proclamations at certain times of the year or others would be requested by the commission.

City Attorney Goddeau said that presentations were traditionally 10 minutes but could be extended at the discretion of the Chair.

Commissioner Malega opined that presentations should be capped at 10 minutes with one or two questions per commissioner.

Commissioner Stokes said that giving an extra minute or two would be fine.

Discussion ensued regarding a time clock and how to notify that time was almost up. City Clerk Andrea said that she would speak to IT about the issue.

City Attorney Goddeau suggested that commissioners bring items as discussions on the agenda which would proceed if there was consensus to do so.

Mayor Resch stated that if the public brought forth an issue, the commission could direct staff to get information to the person.

City Attorney Goddeau explained that the public could speak for three minutes during public participation but two minutes on each agenda item. She said that once a motion was made, each commissioner was supposed to get two bites of the apple during the discussion, but in the past, this was abused. She suggested that the commission should hold to two

minutes when making the discussion.

Mayor Resch stated that she preferred to have discussion before a motion was made.

Commissioner Stokes said that sometimes she did not the chance to speak before a motion was made.

Mayor Resch suggested have each commissioner speak for two minutes before making the motion.

Vice Mayor Robinson said that he hoped everyone could accept new ideas and there should not be a limit on bites at the apple.

Commissioner Malega stated that there should be questions during agenda review.

Commissioner McVoy said that questions should be asked in public for transparency.

Mayor Resch said that the public should look at the backup online and question their commissioners before the meeting.

Commissioner McVoy iterated that sometimes the backup online was different from what was handed out at the meeting and there should be a rule about when it could be changed.

Mayor Resch said that the deadline for adding something to the agenda was 11 days before the meeting.

Discussion ensued regarding having public comment if issues were raised during the meeting that were not on the agenda.

City Attorney Goddeau said that if there was consensus, the item would come back on an agenda for official action, but there could not be official action if the public did not know that the item was being discussed.

Commissioner Malega recommended that any information that was provided after the meeting should be available on the website.

Commissioner Stokes stated that there should be enough backup about an agenda item for the public to know if they were interested in the item.

City Attorney Goddeau continued through the rules. She spoke about the two types of minutes that were done by the Clerk's office, action Minutes and summary.

Commissioner Malega suggested changing the timing of receiving the minutes in rule nine to five days prior to the next meeting.

City Attorney Goddeau went through rules 10-12, speaking about the deadline for submitting items. She said that there was nothing to specify what was included in an item added by a commissioner. She stated that items should only be added to an agenda after the deadline if it was an emergency. She iterated that if a commissioner submitted an item it would be added to the agenda.

Discussion ensued about rule 13 regarding using technology during the meetings.

Consensus was that as long as the commission did not contact each other, it would not be a problem as long as it was not abused.

City Attorney Goddeau stated that rule 13 could be stricken and the other rules renumbered.

City Manager Bornstein suggested that all those making public comments should direct them only to the Chair.

Mayor Resch opined that the public should speak to their commissioner after the meeting about an issue.

City Attorney Goddeau said that she would remove the language in rule 14, section b about referencing the rules of decorum. She mentioned that sometimes the meeting after a holiday would be canceled.

Commissioner Malega asked for clarification about invocations.

City Clerk Andrea stated that there had been an issue about invocations at the time when guest speakers could request to speak.

City Attorney Goddeau said that it was changed to the commissioners giving the invocation or inviting a guest occasionally, but the public could not give an invocation.

Commissioner Stokes stated that religion was a touchy subject and the public might be uncomfortable with religious invocations.

Mayor Resch said that there could be a moment of silence.

City Attorney Goddeau said that the commission should decide if they wanted a formal process regarding having a meeting after a holiday.

City Manager Bornstein said that the practice was to set meetings according to work flow, but with the new commission, staff had been setting up the meetings.

Commissioner Malega said that the CRA meeting next Tuesday night conflicted with the next commission meeting and asked how it could be changed.

City Manager Bornstein stated that there would be a better job of avoiding conflict going forward.

Vice Mayor Robinson asked if there could be a work session on vacation rentals.

City Manager Bornstein said that the work sessions were set up to get the commission ready for the budget process. He stated that vacation rentals were important, but appeals had to be done by a certain date. He reported that the legal vehicle for the Letter of Understanding (LOU) with the Gulfstream would be based on the outcome of the conversation with the commission at the May 25 meeting; there would be a meeting with the Gills the next day to go over what each commissioner had discussed. He stated that the project would not have to proceed if either side was not happy with it and he intended one-

on-one conversations about the meeting with each commission; an additional work session could be scheduled before the May 25 meeting.

Commissioner Malega questioned why the previous commission did not sign the LOU and had left it for the current commission to deal with.

Discussion ensued regarding being in an awkward situation regarding the LOU and the timeline involved.

City Manager Bornstein explained that the Gulfstream Hotel project would have proceeded earlier if not for the pandemic.

City Attorney Goddeau stated that the LOU was non-binding and the letter was for the developers to secure financing.

City Manager Bornstein stated that the conversation was being heard in St. Louis and the developers were the first that the residents liked. He cautioned the commission not to drop the ball because their feelings were hurt because the project was very important to the city. He said that it was not ideal and he would be bringing each commissioner's concerns to the meeting tomorrow.

Consensus was to have a work session on May 11 at 4 PM before the special meeting.

City Attorney Goddeau asked if the commission was good with setting work sessions as needed and having a discussion item on the agenda regarding upcoming meetings.

Consensus was to have future meetings listed on the agendas as a discussion item.

B. Board Appointment Process

City Attorney Goddeau gave the history of board appointments in the past, which had been quite a lengthy process, and explained the change to the current process where each commissioner got appointments to the various boards. She said that the current process could be changed if the commission so chose.

Commissioner Malega said that she had worked on board appointments while she was campaigning and that the sitting commissioners could appoint new members even if the term was not up. She reported that she contacted all of her appointees to see if they wanted to continue to serve and those who did not respond were replaced.

City Attorney Goddeau explained that the commissioners were notified when a board had an opening and a commissioner would have to publicly state if they removed a board member before their term was up.

Mayor Resch expressed caution about removing board members and asked City Attorney Goddeau to research the property right issue.

Vice Mayor Robinson stated that the intent was to take the politics out of appointments and should reflect the entire commission, not just one commissioner.

Commissioner McVoy stated that he was on the commission when the previous process

was in place and opined that interest in the boards decreased when the process changed. He said that those up for appointments got to meet all of the commissioners and built a stronger relationship with the community. He spoke in favor of returning to a process similar to what was done previously.

Mayor Resch said that when a new State's Attorney was elected, all employees had to submit letters of resignation.

Commissioner Malega announced that she had gone through all of the applications from the past 18 months and her appointments were not political. She disagreed with requiring all board members to resign and that having appointments only once a year was not a good idea.

Commissioner Stokes asked why the board terms were so random and not aligned with the city elections. She said that some boards had a lot of sway with what happened in a city and the voters stated that they were not happy with the development coming to the city. She expressed concern about all of the commissioners having to vote on a candidate if the commission was split.

Commissioner McVoy stated that the commission was divided when he was on it, but it was not a problem. He said that there was not a problem in asking board members to resign and to revisit the boards.

Commissioner Malega asked if the CRA was considered an advisory board. She stated that a business advocacy board would be important to the city and asked for the support of the commission.

City Attorney Goddeau said that the appointment process was different for the CRA.

Mayor Resch said that she would not oppose having all of the board members resign, but it did not seem a popular choice. She asked how the process could be changed practically and suggested that the commissioners bring forward their candidates and everyone would vote on it.

Commissioner McVoy asked the commissioners to determine which process was a better way to appoint board members.

City Attorney Goddeau stated that she would research the property rights issue regarding the boards.

Commissioner Malega suggested having the appointments under New Business rather than on the Consent Agenda.

Commissioner McVoy said that discussing an appointment as a commission was very different than voting to approve one commissioner's appointment.

Vice Mayor Robinson said that there was a sequence to the appointments and recognition should come from the whole commission.

Commissioner Stokes asked when a transition to a new process would take place because it would go from her appointees to the commission's appointees.

Commissioner McVoy opined that those board members who were interested in continuing to serve would apply and that it was not as democratic a process currently.

Commissioner Stokes expressed concern about doing all of the boards at once and inquired what would happen if she had two great candidates but they were not chosen in a field of many candidates.

Mayor Resch said that there were some board members who needed to be changed out.

City Attorney Goddeau asked if there was consensus to return to the former policy or continue with the current one.

Commissioner Stokes suggested keeping the current process until the new commissioners made their appointments and then to move to the new process as openings occurred. She said that many appointees aligned with the commission's vision.

Mayor Resch summarized that the current policy would be in force until January 1, 2022 when any openings would be decided by the entire commission.

Commissioner Stokes suggested that the charter review committee could be decided democratically.

Vice Mayor Robinson said that the two appointees for the charter review committee would be asked to resign and reapply.

City Attorney Goddeau stated that there was an ordinance regarding how members were appointed and a revised resolution could be brought forward to change the process for the charter review committee. She said that she would come up with a revised resolution for the May 18 meeting and then a meeting date could be determined to pick the appointees.

Commissioner Malega suggested a day other than Saturday to be mindful of staff who had been working extremely hard since the pandemic.

Discussion ensued regarding a potential date for a special meeting. Consensus was to have the meeting at 4 PM on May 25.

ADJOURNMENT:

The meeting adjourned at 8:20 PM.

Betty Resch, Mayor

ATTEST:

Deborah M. Andrea, CMC, City Clerk

Minutes Approved: May 18, 2021

EXECUTIVE BRIEF REGULAR MEETING

AGENDA DATE: May 18, 2021

DEPARTMENT: Legal/Risk

TITLE:

Approval of Settlement with Martin Maldonado for \$30,000

SUMMARY:

This is a request to settle a lawsuit filed by Martin Maldonado for injuries he sustained on February 10, 2017 while walking on the sidewalk on the south side of 6th Avenue North. If approved, the Plaintiff will execute a general release in favor of the City.

BACKGROUND AND JUSTIFICATION:

This claim arises out of an accident that occurred on February 10, 2017, when Mr. Maldonado tripped and fell over a piece of rebar protruding from the sidewalk. As a result of the fall, Mr. Maldonado sustained injuries to his face, head, neck, back and right knee pain. An MRI of the cervical spine revealed multiple herniated discs, and Mr. Maldonado underwent a series of epidural injections for the associated neck pain. Mr. Maldonado's medical bills total over \$51,000 with out of pocket costs of roughly \$34,000. His treating physician recommended a potential cervical surgery should the pain continue.

Mr. Maldonado filed his lawsuit on March 23, 2020 against the City within the applicable statute of limitations.

The settlement is contingent upon City Commission approval.

MOTION:

Move to approve / disapprove the settlement with Martin Maldonado in exchange for a general release.

ATTACHMENT(S):

Fiscal Impact Analysis

EXECUTIVE BRIEF REGULAR MEETING

AGENDA DATE: May 18, 2021

DEPARTMENT: Legal/Risk

TITLE:

Approval of Settlement with Dinorah De La Cruz for \$30,000

SUMMARY:

This is a request to settle a lawsuit filed by Dinorah De La Cruz for injuries she sustained on February 20, 2017 while walking near the south sidewalk of Benny's on the Beach. If approved, the Plaintiff will execute a general release in favor of the City.

BACKGROUND AND JUSTIFICATION:

This claim arises out of an accident that occurred on February 20, 2017, when Ms. De La Cruz tripped and fell over a protruding water meter cover which was most likely due to subsidence/erosion under the sidewalk which would have occurred gradually. As a result of the fall, Ms. De La Cruz sustained injuries to her right shoulder, right knee, face and neck. Findings on the MRI of the right shoulder suggested an acute tear. Her treating physician recommended a shoulder reconstruction should the pain persist. Ms. De La Cruz's medical bills total over \$36,000 with out of pocket costs of roughly \$32,000.

The settlement is contingent upon City Commission approval.

MOTION:

Move to approve / disapprove the settlement with Dinorah De La Cruz in exchange for a general release.

ATTACHMENT(S):

Fiscal Impact Analysis

EXECUTIVE BRIEF REGULAR MEETING

AGENDA DATE: May 18, 2021

DEPARTMENT: Leisure Services

TITLE:

Resolution No. 27-2021 – approving submission of the City’s application to the Florida Department of State, Department of Cultural Affairs, Specific Cultural Project Grant Program for the proposed BiblioArte! 2023 Festival

SUMMARY:

The resolution approves the submission of an application to the Florida Department of State, Division of Cultural Affairs, Specific Cultural Project Grant program for funding assistance in the amount of \$15,150 to support the BiblioArte! 2023 Festival. This funding is proposed to assist with the production of the BiblioArte! 2023 week of activities that will celebrate art and literacy, featuring a guest artist interacting with local school children and their families.

BACKGROUND AND JUSTIFICATION:

Resolution No. 27- 2021 approves the submission of the application for funding in the amount of \$15,150 under the Florida Department of State, Division of Cultural Affairs, Specific Cultural Project Grant to support the production of BiblioArte! 2023 Festival. The festival will feature a guest artist to interact with local school children and their families in sharing vision, techniques and life story in order to provide participants with an insight into the realms of art and literacy.

This festival will serve to provide a link between literacy and art in the community. In addition to the opportunity for participants to interact directly with the guest artist, there will be various outdoor activities conducted in the Cultural Plaza that will include several art stations for participants to produce items to take home, music provided by local schools and books for the children to take home.

Partners with the BiblioArte! Festival include the School District of Palm Beach County, the Cultural Council of Palm Beach County, Bridges of Palm Beach County, Healthier Lake Worth Beach and volunteers from the community. The City will be required to provide a local cost share of \$15,150 to match the grant award.

MOTION:

Move to approve/disapprove Resolution No. 27-2021 approving submission of the City’s application to the Florida Department of State, Department of Cultural Affairs, Specific Cultural Project Grant Program for funding in the amount of \$15,150 for the proposed BiblioArte! 2023 Festival.

ATTACHMENT(S):

Fiscal Impact Analysis
Resolution 27-2021

FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2021	2022	2023	2024	2025
Capital Expenditures	0	0	0	0	0
Operating Expenditures	0	0	30,300	0	0
External Revenues	0	0	15,150	0	0
Program Income	0	0	0	0	0
In-kind Match	0	0	15,150	0	0
Net Fiscal Impact	0	0	0	0	0
No. of Addn'l Full-Time Employee Positions	0	0	0	0	0

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

Account Number	Account Description	Project Number	FY21 Budget	Current Balance	Agenda Expenditure	Balance
001-8020-571-12-10	Library Personnel		123,776		5,150	
001-8020-571-48-00	Outside Fees and Services		13,380		2,050	
001-8020-571-31-50	IT Support		101,426		5,000	
001-8020-571-43-30	Utilities		13,000		650	
001-8020-571-51-10	Office Supplies		2,500		1,200	
001-8020-571-41-30	Postage		1,100		100	
001-8020-571-43-40	Waste Disposal		1,200		500	
001-8020-571-46-10	Maintenance		2,000		500	

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RESOLUTION NO. 27-2021 OF THE CITY OF LAKE WORTH BEACH, FLORIDA, APPROVING THE SUBMISSION OF AN APPLICATION FOR FUNDING UNDER THE FLORIDA DEPARTMENT OF STATE, DIVISION OF CULTURAL AFFAIRS, SPECIFIC CULTURAL PROJECT GRANT PROGRAM IN THE AMOUNT OF \$15,150 FOR THE BIBLIOARTE! 2023 FESTIVAL; AUTHORIZING THE CITY MANAGER TO EXECUTE THE GRANT APPLICATION; PROVIDING FOR AN EFFECTIVE DATE; AND FOR OTHER PURPOSES

WHEREAS, THE Florida Department of State, Division of Cultural Affairs, Specific Grant Program (“SPC”) is designed to fund a single cultural project, exhibition or series; and

WHEREAS, grant funds are made available to eligible organizations and individuals to support the mission of the applicant and further the State’s cultural objectives; and

WHEREAS, the City of Lake Worth Beach (“City”) intends to submit an application to the for SPC grant funding in the amount of \$15,150 to assist with the production of BiblioArte! 2023; and

WHEREAS, the City will be required to provide a \$15,150 local cost share for these grant funds if it is awarded; and

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

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

SECTION 1: The City Commission of the City of Lake Worth Beach, Florida, hereby approves the submission of an application to the Florida Department of State, Division of Cultural Affairs, Specific Cultural Project Grant Program for funding in the amount of \$15,150, to support production of the BiblioArte! 2023 festival.

SECTION 2: The City Commission of the City of Lake Worth Beach, Florida, hereby authorizes the City Manager to the City’s funding application.

SECTION 3: Upon execution of the resolution, one copy shall be forwarded to the Leisure Services Department Director. The fully executed original shall be maintained by the City Clerk as a public record of the City.

SECTION 4: This resolution shall become effective upon adoption.

EXECUTIVE BRIEF REGULAR MEETING

AGENDA DATE: May 18, 2021

DEPARTMENT: Water Utilities

TITLE:

Bill of Sale by and between JSM Bermuda, LLC. and the City of Lake Worth Beach

SUMMARY:

JSM Bermuda, LLC. will dedicate infrastructure in a Bill of Sale to the City of Lake Worth Beach in accordance with the conditions of approval of the Bermuda Cay Building Department Permit.

BACKGROUND AND JUSTIFICATION:

JSM Bermuda, LLC. recently completed the townhome complex Bermuda Cay. The project included a watermain extension with services and a sewer lateral. The owner agrees to subordinate the utilities installed that are located in the City's public right of way to the water utility department.

By the Bill of Sale, the City of Lake Worth Beach will own and maintain water and sewer utilities located in the right of way.

MOTION:

Move to approve/disapprove the Bill of Sale between JSM Bermuda, LLC. and the City of Lake Worth Beach.

ATTACHMENT(S):

Fiscal Impact Analysis – Not Applicable
Bill of Sale
Map

Return to:
City of Lake Worth Beach
Attn: City Clerk's Office
7 N. Dixie Highway
Lake Worth Beach, FL 33460

BILL OF SALE

BY JSM Bermuda, LLC **TO THE CITY OF LAKE WORTH BEACH**

KNOW ALL MEN BY THESE PRESENTS that
JSM Bermuda, LLC, a Florida company (hereinafter "Seller") for the sum
of TEN and No/100 Dollars (\$10.00) and other good and valuable considerations paid by THE
CITY OF LAKE WORTH BEACH, a Florida municipal corporation (hereinafter "Buyer"), the
receipt of which is hereby acknowledged by Seller, has granted, bargained, sold, transferred,
assigned, set over and delivered, and by these presents does grant, bargain, sell, transfer, assign,
set over and deliver, unto Buyer, its successors and assigns, the following:
58 LF, 6" DIP watermain, 1 dual water service, 1 single water service, 1 multiple sanitary sewer service, 6" gate valve

_____ and
_____ related assets as located in Exhibit "A", attached hereto and made a part hereof .

Seller represents for itself, its successors and assigns that all expenses in connection with
construction and installation of the Bermuda Cay water/sewer system have been paid in full and
the same is free from liens and debts. Seller agrees to indemnify and hold Buyer harmless from
any lawful claims of any party for labor and/or materials arising out of construction and installation
of the system.

Seller further represents for itself, its successors and assigns that it has exclusive
ownership, possession, control and marketable title to the
Bermuda Cay water/sewer System and the System is subject to no
mortgage, pledge, lien, charge, security interest, encumbrance or restriction.

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IN WITNESS WHEREOF, this Bill of Sale from JSM Bermuda, LLC to the City of Lake Worth Beach shall be effective as of the _____ day of _____, 20__.

WITNESSES:

[Signature]
Witness Signature

Ramon Williams Jr
Print Name of Witness above

[Signature]
Witness Signature

JAKE SCHULMAN
Print Name of Witness above

SELLER: [Signature]
Miles Rich

[Corporate Seal]



STATE OF FLORIDA
COUNTY OF PALM BEACH

The foregoing instrument was acknowledged before me this 5 day of May, 2021, by Miles Rich, as owner of JSM Bermuda LLC, who is (personally known) to me or who produced _____ and _____ as identification.

My commission expires: 01/06/2025 [Signature]
Notary Signature

The City of Lake Worth Beach accepted the foregoing Bill of Sale on _____, 20__

City of Lake Worth Beach

Betty Resch, Mayor

ATTEST:

Approved as to form and legal sufficiency:

Deborah M Andrea, City Clerk

Glen J. Torcivia, City Attorney

EXHIBIT "A"

RECORD OF ASSETS

58 LF, 6" DIP watermain, 1 dual water service, 1 single water service, 1 multiple sanitary sewer service, 1 6" gate valve



McLeod • McCarthy & Associates, P.A.
Civil Engineers

The Forum III
1655 Palm Beach Lakes Blvd, Ste. 901
West Palm Beach, FL 33401
P: 561.689.9500
F: 561.689.8080
www.mcleodmccarthy.com

SEAL
TODD - seal - sig - png
10/19/2020
TODD N. MCLEOD, P.E.
FL LICENSE NO. 691681 | FL CA NO. 30535

FIELD:
DRAWN: PAS
DESIGNED: TMM
APPROVED: TMM
PROJECT #: 16-027
DRAWING #:

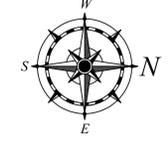
NO. DATE REVISIONS
1 10/19/2020 W/M REPLACE REV PER OWNERSHIP

WATER & WASTEWATER PLAN
BERMUDA CAY
301 S. FEDERAL HIGHWAY
CITY OF LAKE WORTH, FLORIDA

SCALE: AS SHOWN
DATE: 1/7/19

SHEET
C4.1
OF 11

RECORD AS-BUILT DRAWING



SCALE: 1" = 10'

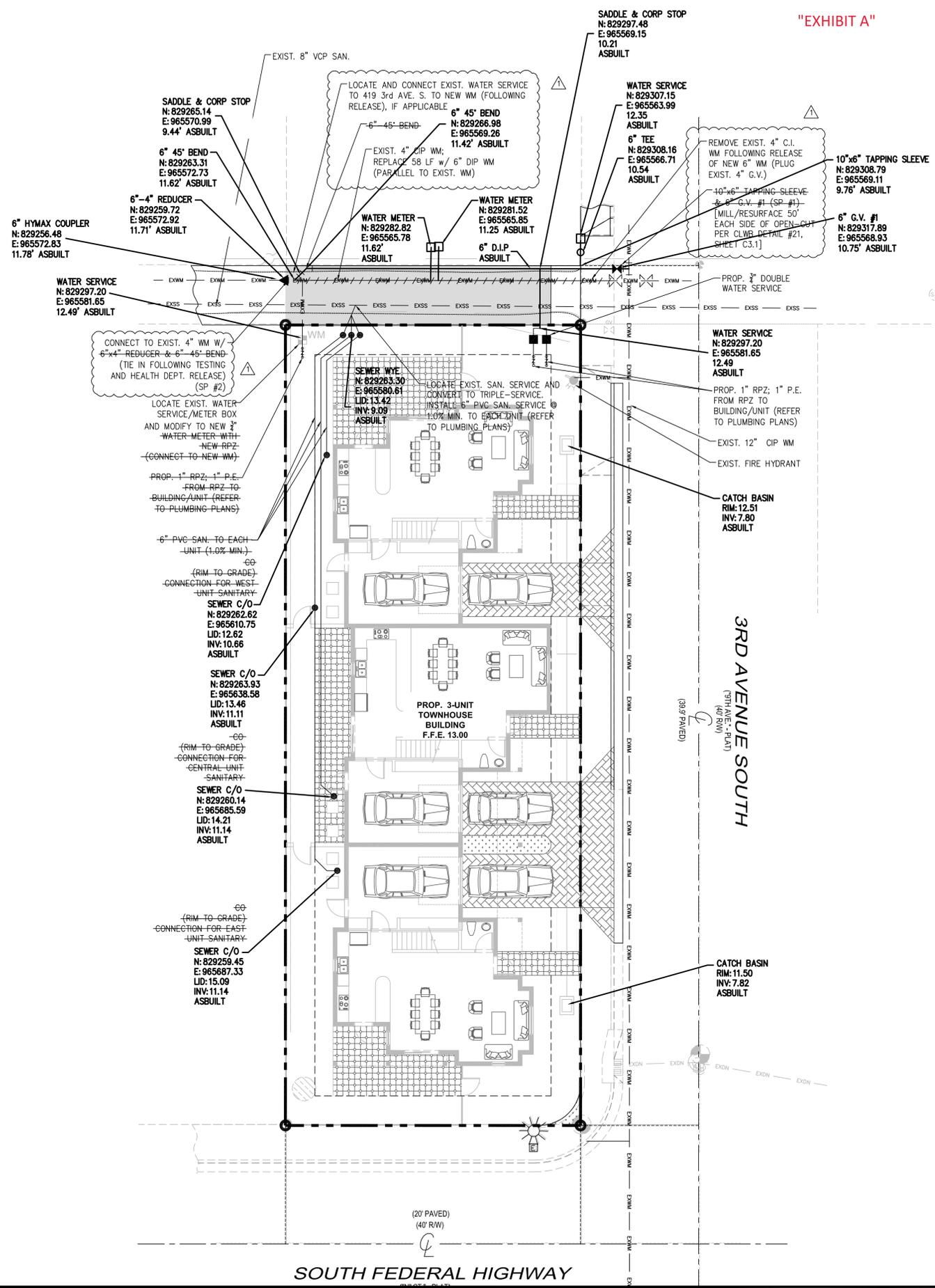
LEGEND

- EASEMENT LINE
- EXISTING WATER MAIN, GATE VALVE (G.V.), TEE, F.H. AND PLUG
- EXISTING SANITARY SEWER MAIN, MANHOLE AND DIRECTION OF FLOW.
- PROPOSED WATER MAIN, GATE VALVE (G.V.), BEND AND TEE WITH FIRE HYDRANT ASSEMBLY.
- PROPOSED SANITARY SEWER MAIN, SINGLE & DOUBLE SEWER SERVICE CLEAN OUT (C.O.), MANHOLE AND SEWER LATERAL w/CLEANOUT
- CONCRETE
- MILL & RESURFACE EXIST. PAVEMENT
- ASPHALT PAVEMENT
- UTILITY CONFLICT
- UTILITY EASEMENT

NOTES:

- ALL WATER & SEWER FACILITIES SHALL BE CONSTRUCTED AND TESTED IN ACCORDANCE WITH CITY OF LAKE WORTH UTILITIES DEPARTMENT STANDARDS, LATEST EDITION.
- UTILITY LOCATIONS SHOWN BASED ON INFORMATION PROVIDED BY CLW PUBLIC SERVICES & UTILITIES DEPARTMENTS. CONTRACTOR TO FIELD VERIFY LOCATION OF ALL EXISTING UTILITIES, AND MUST CALL 811 AT LEAST 48 HRS PRIOR TO EXCAVATION.
- ALL UN-LANDSCAPED/UNPAVED AREAS SHALL BE SODDED UNLESS OTHERWISE NOTED.
- ANY WATER SYSTEMS SHUT-DOWN AND CORRESPONDING BOIL WATER NOTICE NEEDED TO INSTALL THE NEW 6" WATERMAIN SHALL BE COORDINATED WITH THE CITY OF LAKE WORTH UTILITIES DEPARTMENT A MINIMUM OF 1 WEEK IN ADVANCE.

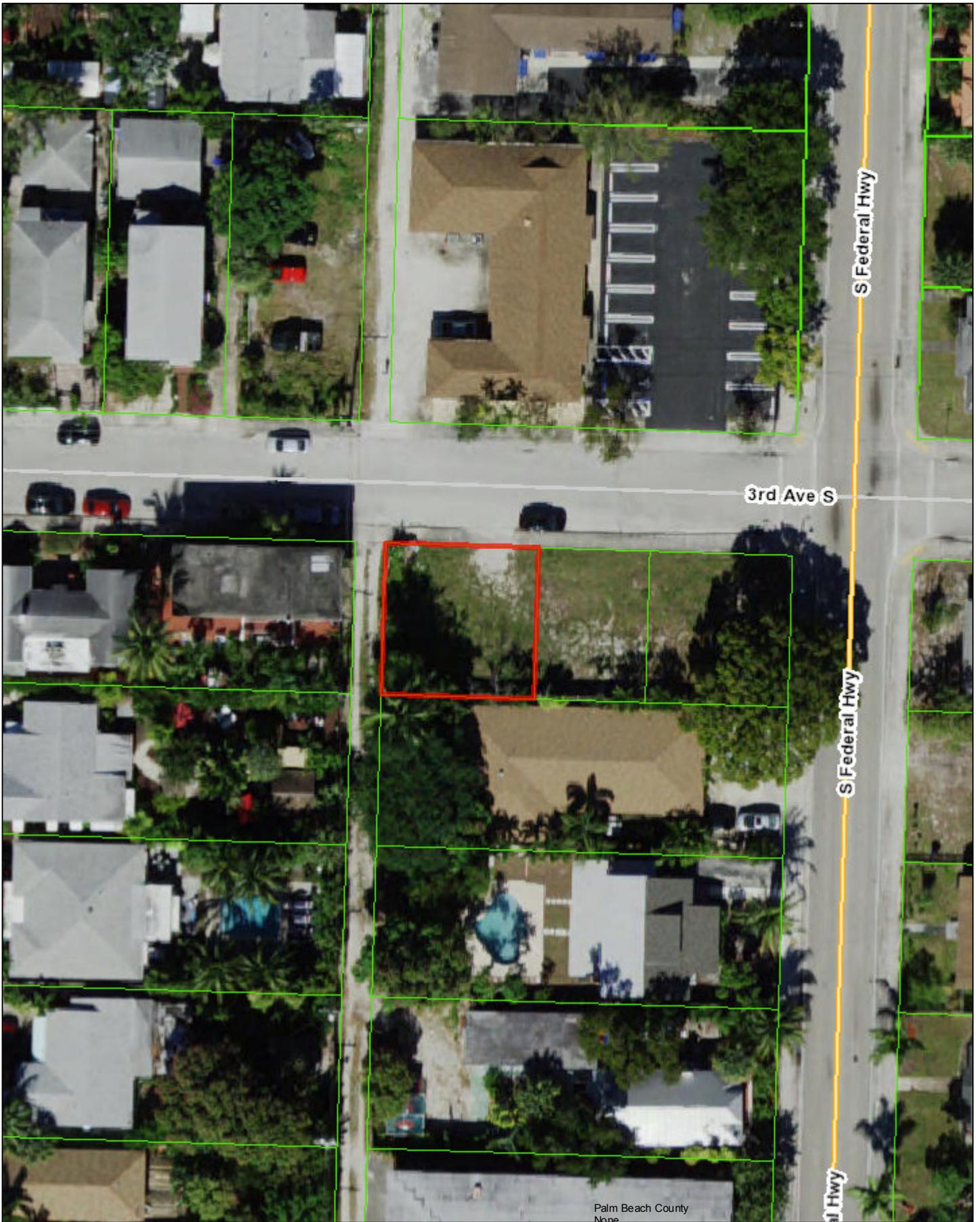
"EXHIBIT A"



SOUTH FEDERAL HIGHWAY

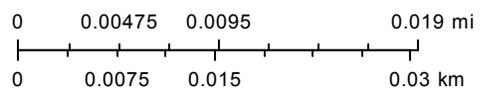
3RD AVENUE SOUTH
(39' PAVED)
(9TH AVE. - PLAT)
(40' RW)

38434427720000010



May 7, 2021

1:576



EXECUTIVE BRIEF REGULAR MEETING

AGENDA DATE: May 18, 2021

DEPARTMENT: Water Utilities

TITLE:

Bill of Sale by and between Hammon Park on the Ave, LLC. and the City of Lake Worth Beach

SUMMARY:

Hammon Park on the Ave, LLC. will dedicate infrastructure in a Bill of Sale to the City of Lake Worth Beach in accordance with the conditions of approval of the Aviara on the Ave Building Department Permit.

BACKGROUND AND JUSTIFICATION:

Hammon Park on the Ave, LLC. recently completed the multifamily townhome complex Aviara on the Ave. The project included extensions to the water and sewer service system as well as fire protection. The owner agrees to subordinate the utilities installed that are located in right of way and/or easements to the water utility department.

By the Bill of Sale, the City of Lake Worth Beach will own and maintain water and sewer utilities located in the right of way and/or the dedicated Utility Easements. The easements are recorded in a recent replat of the Hammon Park Plat.

MOTION:

Move to approve/disapprove the Bill of Sale between Hammon Park on the Ave, LLC. and the City of Lake Worth Beach.

ATTACHMENT(S):

Fiscal Impact Analysis – Not Applicable
Bill of Sale
Map

Return to:
City of Lake Worth Beach
Attn: City Clerk's Office
7 N. Dixie Highway
Lake Worth Beach, FL 33460

BILL OF SALE

BY Hammon Park on the Ave, LLC **TO THE CITY OF LAKE WORTH BEACH**

KNOW ALL MEN BY THESE PRESENTS that Hammon Park on the Ave, LLC, a Florida company (hereinafter "Seller") for the sum of TEN and No/100 Dollars (\$10.00) and other good and valuable considerations paid by THE CITY OF LAKE WORTH BEACH, a Florida municipal corporation (hereinafter "Buyer"), the receipt of which is hereby acknowledged by Seller, has granted, bargained, sold, transferred, assigned, set over and delivered, and by these presents does grant, bargain, sell, transfer, assign, set over and deliver, unto Buyer, its successors and assigns, the following:
2 fire hydrants, (3) 4" fire services, 150 LF of 4" and 6" DIP water service 2 sanitary sewer manholes, 75 LF of 8" PVC sanitary sewer

_____ and related assets as located in Exhibit "A", attached hereto and made a part hereof .

Seller represents for itself, its successors and assigns that all expenses in connection with construction and installation of the Aviara on the Ave water/sewer system have been paid in full and the same is free from liens and debts. Seller agrees to indemnify and hold Buyer harmless from any lawful claims of any party for labor and/or materials arising out of construction and installation of the system.

Seller further represents for itself, its successors and assigns that it has exclusive ownership, possession, control and marketable title to the Aviara on the Ave water/sewer System and the System is subject to no mortgage, pledge, lien, charge, security interest, encumbrance or restriction.

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IN WITNESS WHEREOF, this Bill of Sale from Hammon Park on the Ave, LLC to the City of Lake Worth Beach shall be effective as of the 20th day of April, 2021.

WITNESSES:

Kristofer Davis
Witness Signature

KRISTOFER DAVIS
Print Name of Witness above

Alfred P. ...
Witness Signature

Sofian Radulovic
Print Name of Witness above

SELLER:

[Signature]
MAHER HANNA

[Corporate Seal]



STATE OF FLORIDA
COUNTY OF PALM BEACH

The foregoing instrument was acknowledged before me this 20th day of April, 2021, by MaHer Hanna as manager of Hammon Park on the Ave who is personally known to me or who produced _____ and _____ as identification.

My commission expires:

Dilene Simeon
Notary Signature

The City of Lake Worth Beach accepted the foregoing Bill of Sale on _____, 20

City of Lake Worth Beach

Betty Resch, Mayor

ATTEST:

Approved as to form and legal sufficiency:

Deborah M Andrea, City Clerk

Glen J. Torcivia, City Attorney

EXHIBIT "A"

RECORD OF ASSETS OF Aviara on the Ave water/sewer SYSTEM

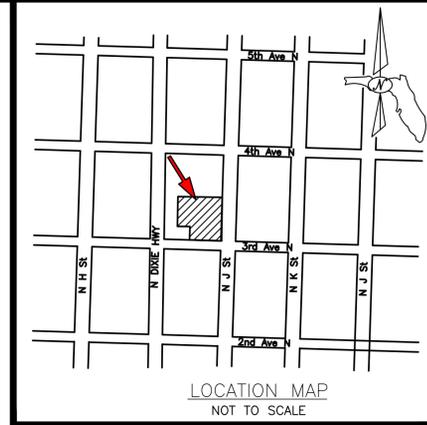
2 fire hydrants, (3) 4" fire services, 150 LF of 4" and 6" DIP water service 2 sanitary sewer manholes,

AVIARA ON THE AVE

BEING A REPLAT OF LOTS 79 THROUGH 103, INCLUSIVE, AND TRACT "B", HAMMON PARK, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 109, PAGE 126, PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA, LYING IN SECTION 22, TOWNSHIP 44 SOUTH, RANGE 43 EAST, CITY OF LAKE WORTH BEACH, PALM BEACH COUNTY, FLORIDA

SHEET 1 OF 2

"EXHIBIT A"

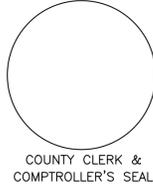


STATE OF FLORIDA
COUNTY OF PALM BEACH

THIS PLAT WAS FILED FOR RECORD AT _____ M. THIS _____ DAY OF _____ A.D. 201____ AND DULY RECORDED IN PLAT BOOK _____ ON PAGES _____ AND _____

SHARON R. BOCK
CLERK AND COMPTROLLER

BY: _____
DEPUTY CLERK



DEDICATION AND RESERVATION

STATE OF FLORIDA
COUNTY OF PALM BEACH

KNOW ALL MEN BY THESE PRESENTS THAT HAMMON PARK ON THE AVE, LLC, A FLORIDA LIMITED LIABILITY COMPANY, OWNER OF THE LAND SHOWN HEREON AS AVIARA ON THE AVE, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

A REPLAT OF LOTS 79 THROUGH 103, INCLUSIVE, AND TRACT "B", HAMMON PARK, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 109, PAGE 126, PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA, LYING IN SECTION 22, TOWNSHIP 44 SOUTH, RANGE 43 EAST, CITY OF LAKE WORTH BEACH, PALM BEACH COUNTY, FLORIDA.

HAVE CAUSED THE SAME TO BE SURVEYED AND PLATTED AS SHOWN HEREON AND DO HEREBY DEDICATE AS FOLLOWS:

1. TRACT A:

TRACT A, AS SHOWN HEREON, IS HEREBY RESERVED FOR HAMMON PARK ON THE AVE, LLC, A FLORIDA LIMITED LIABILITY COMPANY, ITS SUCCESSORS AND ASSIGNS, FOR PURPOSES CONSISTENT WITH THE ZONING REGULATIONS OF THE CITY OF LAKE WORTH BEACH, FLORIDA, AND IS THE PERPETUAL MAINTENANCE OBLIGATION OF SAID HAMMON PARK ON THE AVE, LLC, ITS SUCCESSORS AND ASSIGNS, WITHOUT RECOURSE TO THE CITY OF LAKE WORTH BEACH, FLORIDA.

2. UTILITY EASEMENTS (U.E.):

THE UTILITY EASEMENTS AS SHOWN HEREON, ARE NONEXCLUSIVE EASEMENTS AND ARE HEREBY DEDICATED IN PERPETUITY TO THE PUBLIC FOR THE INSTALLATION, OPERATION, MAINTENANCE, REPAIR, EXPANSION AND REPLACEMENT OF UTILITIES, BOTH PUBLIC AND PRIVATE, INCLUDING, BUT NOT LIMITED TO, POTABLE WATER PIPELINES, RAW WATER PIPELINES, WASTEWATER PIPELINES, RECLAIMED WATER PIPELINES, WASTEWATER PIPELINES, RECLAIMED WATER PIPELINES, ELECTRIC POWER LINES, TELECOMMUNICATIONS LINES, CABLE TELEVISION LINES, GAS LINES, AND RELATED APPURTENANCES. THE INSTALLATION OF CABLE TELEVISION SYSTEMS SHALL NOT INTERFERE WITH THE CONSTRUCTION AND MAINTENANCE OF OTHER UTILITIES. IN THE EVENT A CABLE TELEVISION COMPANY DAMAGES THE FACILITIES OF A PUBLIC UTILITY, IT SHALL BE SOLELY RESPONSIBLE FOR THE DAMAGES.

3. ACCESS EASEMENTS (A.E.):

THE ACCESS EASEMENTS AS SHOWN HEREON, ARE HEREBY RESERVED FOR HAMMON PARK ON THE AVE, LLC, A FLORIDA LIMITED LIABILITY COMPANY, ITS SUCCESSORS AND ASSIGNS, FOR INGRESS, EGRESS, UTILITIES, DRAINAGE, AND OTHER PURPOSES NOT INCONSISTENT WITH THIS RESERVATION, AND ARE THE PERPETUAL MAINTENANCE OBLIGATION OF SAID HAMMON PARK ON THE AVE, LLC, ITS SUCCESSORS AND ASSIGNS, WITHOUT RECOURSE TO THE CITY OF LAKE WORTH BEACH, FLORIDA.

4. SIDEWALK EASEMENT (S.E.):

THE SIDEWALK EASEMENT AS SHOWN HEREON, IS HEREBY DEDICATED TO THE CITY OF LAKE WORTH BEACH, FOR PUBLIC PEDESTRIAN ACCESS PURPOSES AND SHALL BE THE PERPETUAL MAINTENANCE OBLIGATION OF HAMMON PARK ON THE AVE, LLC, ITS SUCCESSORS AND ASSIGNS, WITHOUT RECOURSE TO THE CITY OF LAKE WORTH BEACH, FLORIDA.

IN WITNESS WHEREOF, THE ABOVE-NAMED COMPANY HAS CAUSED THESE PRESENTS TO BE SIGNED BY ITS PRESIDENT, AND ITS CORPORATE SEAL TO BE AFFIXED HERETO BY AND WITH THE AUTHORITY OF ITS BOARD OF DIRECTORS, THIS _____ DAY OF _____, 2020.

WITNESS: _____
(PRINT NAME)

HAMMON PARK ON THE AVE, LLC
A FLORIDA LIMITED LIABILITY COMPANY

BY: _____

WITNESS: _____
(PRINT NAME)

MAHER HANNA, PRESIDENT

ACKNOWLEDGEMENT

STATE OF FLORIDA
COUNTY OF PALM BEACH

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME BY MEANS OF _____ PHYSICAL PRESENCE OR _____ ONLINE NOTARIZATION, THIS _____ DAY OF _____, 20____, BY MAHER HANNA, AS PRESIDENT FOR HAMMON PARK ON THE AVE, LLC, ON BEHALF OF THE CORPORATION, WHO IS _____ PERSONALLY KNOWN TO ME OR HAS PRODUCED _____ AS IDENTIFICATION.

MY COMMISSION EXPIRES: _____

_____(SIGNATURE)
_____(PRINT NAME)
NOTARY PUBLIC

TITLE CERTIFICATION

STATE OF FLORIDA
COUNTY OF PALM BEACH

WE, _____, A TITLE INSURANCE COMPANY, AS DULY AUTHORIZED TO DO BUSINESS IN THE STATE OF FLORIDA, DO HEREBY CERTIFY THAT WE HAVE EXAMINED THE TITLE TO THE HEREON DESCRIBED PROPERTY; THAT WE FIND THE TITLE TO THE PROPERTY IS VESTED IN HAMMON PARK ON THE AVE, LLC, A FLORIDA LIMITED LIABILITY COMPANY; THAT THE CURRENT TAXES HAVE BEEN PAID; THAT THERE ARE NO MORTGAGES OF RECORD; AND THAT THERE ARE ENCUMBRANCES OF RECORD BUT THOSE ENCUMBRANCES DO NOT PROHIBIT THE CREATION OF THE SUBDIVISION DEPICTED BY THIS PLAT.

DATED: _____

BY: _____
(PRINT NAME & TITLE OF OFFICER)

MORTGAGEE'S JOINDER AND CONSENT

STATE OF FLORIDA
COUNTY OF PALM BEACH

THE UNDERSIGNED HEREBY CERTIFIES THAT IT IS THE HOLDER OF [A] MORTGAGE[S], UPON THE PROPERTY DESCRIBED HEREON AND DOES HEREBY JOIN IN AND CONSENT TO THE DEDICATION OF THE LAND DESCRIBED IN SAID DEDICATION BY THE OWNER THEREOF AND AGREES THAT ITS MORTGAGE[S] WHICH [IS] [ARE] RECORDED IN OFFICIAL RECORD BOOK _____ AT PAGE[S] _____ OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA, SHALL BE SUBORDINATED TO THE DEDICATION SHOWN HEREON.

IN WITNESS WHEREOF, THE SAID CORPORATION HAS CAUSED THESE PRESENTS TO BE SIGNED BY ITS [PRESIDENT] [VICE PRESIDENT] AND ITS CORPORATE SEAL TO BE AFFIXED HEREON BY AND WITH THE AUTHORITY OF ITS BOARD OF DIRECTORS THIS _____ DAY OF _____, 20____

_____(CORPORATE NAME) A _____(STATE) CORPORATION

BY: _____(SIGNATURE OF PRES./VICE PRES.)
_____(PRINTED NAME AND TITLE)

WITNESS: _____
_____(PRINTED NAME)

WITNESS: _____
_____(PRINTED NAME)

(CORPORATE SEAL) (IF AVAILABLE)

ACKNOWLEDGEMENT

STATE OF FLORIDA
COUNTY OF PALM BEACH

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME BY MEANS OF _____ PHYSICAL PRESENCE OR _____ ONLINE NOTARIZATION, THIS _____ DAY OF _____, 20____, BY _____(NAME), AS _____(TITLE), FOR _____(MORTGAGEE NAME), ON BEHALF OF THE CORPORATION, WHO IS _____ PERSONALLY KNOWN TO ME OR HAS PRODUCED _____ AS IDENTIFICATION.

MY COMMISSION EXPIRES: _____

_____(SIGNATURE)
_____(PRINT NAME)
NOTARY PUBLIC

(SEAL)

REVIEWING SURVEYOR & MAPPER'S CERTIFICATE

THIS PLAT HAS BEEN REVIEWED FOR CONFORMITY TO CHAPTER 177.081, FLORIDA STATUTES. THIS REVIEW DOES NOT INCLUDE THE VERIFICATION OF GEOMETRIC DATA OR FIELD VERIFICATION OF THE PERMANENT REFERENCES MONUMENTS AT LOT CORNERS.

_____(NAME) _____ DATE
PROFESSIONAL SURVEYOR AND MAPPER
LICENSE NO. _____
STATE OF FLORIDA

SURVEYOR & MAPPER'S CERTIFICATE

THIS IS TO CERTIFY THAT THE PLAT SHOWN HEREON IS A TRUE AND CORRECT REPRESENTATION OF A SURVEY MADE UNDER MY RESPONSIBLE DIRECTION AND SUPERVISION; THAT SAID SURVEY IS ACCURATE TO THE BEST OF MY KNOWLEDGE AND BELIEF; THAT PERMANENT REFERENCE MONUMENTS ("P.R.M.S") ACCORDING TO SEC. 177.091(9), FLORIDA STATUTES, HAVE BEEN PLACED AS REQUIRED BY LAW; AND FURTHER, THAT THE SURVEY DATA COMPLIES WITH ALL THE REQUIREMENTS OF CHAPTER 177, FLORIDA STATUTES, AS AMENDED, AND THE ORDINANCES OF THE CITY OF LAKE WORTH BEACH, FLORIDA.

JOHN E. PHILLIPS, III, P.S.M. _____ DATE
LICENSE NO. 4828
STATE OF FLORIDA



CITY APPROVAL CITY OF LAKE WORTH BEACH, FLORIDA, A MUNICIPAL CORPORATION

STATE OF FLORIDA
COUNTY OF PALM BEACH

THIS PLAT AS SHOWN HEREON HAS BEEN APPROVED FOR RECORD THIS _____ DAY OF _____, 2020.

BY: _____
PAM TRIOLO, MAYOR

BY: _____
MICHAEL BORNSTEIN, CITY MANAGER

BY: _____
GREG RICE, PLANNING BOARD
CHAIRMAN

BY: _____
DEBORAH M. ANDREA, CITY CLERK

SURVEYOR & MAPPER'S NOTES:

- BEARINGS ARE BASED ON S90°00'00"W (ASSUMED) ALONG THE NORTH RIGHT-OF-WAY OF 3rd AVENUE NORTH, PER THE PLAT HAMMON PARK, RECORDED IN PLAT BOOK 109, PAGE 126, OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA.
- AREA = 37,415 SQUARE FEET (0.859 ACRES), MORE OR LESS.
- NO BUILDINGS OR ANY KIND OF CONSTRUCTION OR TREES OR SHRUBS SHALL BE PLACED ON ANY EASEMENT WITHOUT THE PRIOR WRITTEN APPROVAL OF ALL EASEMENT BENEFICIARIES AND ALL APPLICABLE CITY APPROVALS OR PERMITS AS REQUIRED FOR SUCH ENCROACHMENTS.
- IN THOSE CASES WHERE EASEMENTS OF DIFFERENT TYPES CROSS OR OTHERWISE COINCIDE, DRAINAGE EASEMENTS SHALL HAVE FIRST PRIORITY, UTILITY EASEMENTS SHALL HAVE SECOND PRIORITY, ACCESS EASEMENTS SHALL HAVE THIRD PRIORITY, AND ALL OTHER EASEMENTS SHALL BE SUBORDINATE TO THESE WITH THEIR PRIORITIES DETERMINED BY USE OF RIGHTS GRANTED.
- NO SUCH CONSTRUCTION, INSTALLATION, MAINTENANCE, AND OPERATION OF CABLE TELEVISION SERVICES SHALL INTERFERE WITH THE FACILITIES AND SERVICES OF AN ELECTRIC, TELEPHONE, GAS, OR OTHER PUBLIC UTILITY. IN THE EVENT A CABLE TELEVISION COMPANY DAMAGES THE FACILITIES OF A PUBLIC, IT SHALL BE SOLELY RESPONSIBLE FOR THE DAMAGES. THIS SECTION SHALL NOT APPLY TO THOSE PRIVATE EASEMENTS GRANTED TO OR OBTAINED BY A PARTICULAR ELECTRIC, TELEPHONE, GAS, OR OTHER PUBLIC UTILITY. SUCH CONSTRUCTION, INSTALLATION, MAINTENANCE, AND OPERATION SHALL COMPLY WITH THE NATIONAL ELECTRICAL SAFETY CODE AS ADOPTED BY THE FLORIDA PUBLIC SERVICE COMMISSION.
- NOTICE: THIS PLAT, AS RECORDED IN ITS GRAPHIC FORM, IS THE OFFICIAL DEPICTION OF THE SUBDIVIDED LANDS DESCRIBED HEREIN AND WILL IN NO CIRCUMSTANCES BE SUPPLANTED IN AUTHORITY BY ANY OTHER GRAPHIC OR DIGITAL FORM OF THE PLAT. THERE MAY BE ADDITIONAL RESTRICTIONS THAT ARE NOT RECORDED ON THIS PLAT THAT MAY BE FOUND IN THE PUBLIC RECORDS OF THIS COUNTY.

LEGEND:

ABBREVIATIONS:
ORB - OFFICIAL RECORD BOOK
D.B. - DEED BOOK
P.B. - PLAT BOOK
NO. - NUMBER
PG. - PAGE
R/W - RIGHT-OF-WAY
SEC. - SECTION
C - CENTERLINE
NAD - NORTH AMERICAN DATUM
LB - LICENSED BUSINESS
(P) - PLAT DIMENSION
22/44/43 - SECTION 22, TOWNSHIP 44 SOUTH, RANGE 43 EAST
U.E. - UTILITY EASEMENT
A.E. - ACCESS EASEMENT
D.E. - DRAINAGE EASEMENT
P.S.M. - PROFESSIONAL SURVEYOR & MAPPER

SYMBOLS:

- PERMANENT REFERENCE MONUMENT (P.R.M.), SET 4"x4" CONCRETE MONUMENT WITH DISK STAMPED "LB6473", UNLESS NOTED OTHERWISE

PREPARING SURVEYOR & MAPPER'S STATEMENT

THIS INSTRUMENT WAS PREPARED BY
JOHN E. PHILLIPS III, P.S.M. 4826

BROWN & PHILLIPS, INC.

CERTIFICATE OF AUTHORIZATION # LB 6473
1860 OLD OKEECHOBEE RD., SUITE 509
WEST PALM BEACH, FLORIDA 33409
561-615-3988, 615-3986 FAX

LEGEND:

ABBREVIATIONS:

ORB - OFFICIAL RECORD BOOK
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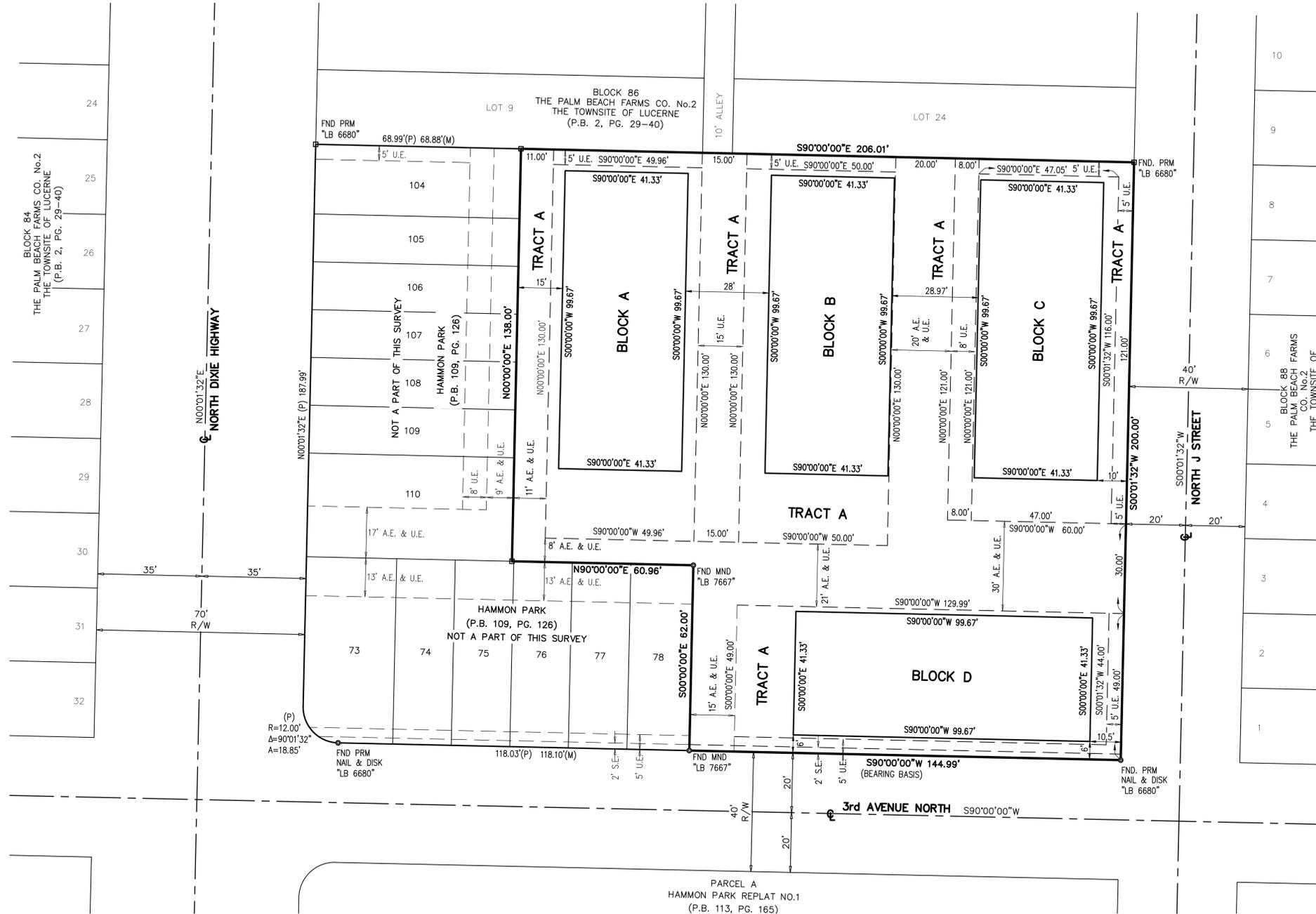
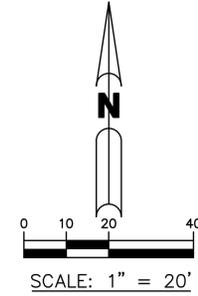
SYMBOLS:

□ PERMANENT REFERENCE MONUMENT (P.R.M.), SET 4"x4" CONCRETE MONUMENT WITH DISK STAMPED "LB6473", UNLESS NOTED OTHERWISE

AVIARA ON THE AVE

BEING A REPLAT OF LOTS 79 THROUGH 103, INCLUSIVE, AND TRACT "B", HAMMON PARK, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 109, PAGE 126, PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA, LYING IN SECTION 22, TOWNSHIP 44 SOUTH, RANGE 43 EAST, CITY OF LAKE WORTH BEACH, PALM BEACH COUNTY, FLORIDA

SHEET 2 OF 2



PREPARING SURVEYOR & MAPPER'S STATEMENT

THIS INSTRUMENT WAS PREPARED BY
 JOHN E. PHILLIPS III, P.S.M. 4826



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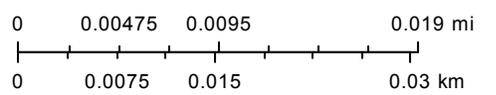
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May 7, 2021

Palm Beach County
None

1:576



CITY OF LAKE WORTH BEACH

PROCLAMATION

WHEREAS, The City of Lake Worth Beach recognizes Hepatitis-C as a major public health issue, with many who become infected are unaware of their diagnosis unless accurately diagnosed through testing; and

WHEREAS, Hepatitis-C is a liver disease caused by the Hepatitis-C virus (HCV) that typically produces no symptoms and over decades, it can lead to severe liver disease, including cirrhosis and liver cancer, with most of those infected being unaware that they have the disease. HCV is the most common chronic blood-borne infection in the United States, with an estimated 4.1 million Americans (1.8 percent of the population) being infected; and

WHEREAS, Palm Beach County ranked 3rd for hepatitis c for the state of Florida in 2017, posing increased public health challenges to our community; and

WHEREAS, In 2016, Florida reported 29,757 cases of Hepatitis-C, 47% of chronic Hepatitis-C cases are in individuals aged over 50 years, whereas 19 % of chronic Hepatitis-C cases are in individuals aged under 30 years and 37% of acute, or newly infected, Hepatitis-C cases are in individuals under 30 years of age and this is due in part to increasing rates of injection-drug use related to the opioid epidemic; and

WHEREAS, The City of Lake Worth Beach recognizes Hepatitis-C is transmitted via blood, most commonly by injection-drug use, and, before 1992, by blood transfusion, no vaccine is available, and no medications have proven effective in preventing infection after exposure; however, it can be preventable through prevention education, risk-reduction education, and community outreach; and

WHEREAS, Hepatitis Awareness Month provides an opportunity for Monarch Health Services, in partnership with the Florida Department of Health in Palm Beach County and the City of Lake Worth Beach to raise public awareness about the impact of Hepatitis-C in our communities and to promote the importance of prevention, risk-reduction education, testing for, and treating Hepatitis-C.

NOW, THEREFORE, I, BETTY RESCH, Mayor of the City of Lake Worth Beach, Florida, by virtue of the authority vested in me, do hereby proclaim:

MAY 2021

as

HEPATITIS DISEASE AWARENESS MONTH

IN WITNESS WHEREOF, I have set my hand and caused the seal of the City of Lake Worth Beach, Florida, to be affixed this 4th day of May, 2021.

Betty Resch, Mayor

ATTEST:

Deborah M. Andrea, City Clerk

CITY OF LAKE WORTH BEACH

PROCLAMATION

- WHEREAS,** May has historical and cultural traditions that are honored by Haitians around the world; and
- WHEREAS,** May is the month in which an historic pact signed by Black and Mulatto officers occurred, which led to the creation of the Haitian Flag on May 18, 1803, and Haiti's independence on January 1, 1804, when Haiti become the first Black independent country in the world; and
- WHEREAS,** The Haitian Revolution was the forerunner of modern anti-colonial movements throughout the Third World; and
- WHEREAS,** Haiti celebrates May 1st as Labor and Agricultural Day, a day when workers, peasants and artisans celebrate together; and
- WHEREAS,** Haitians honor their mothers on the last Sunday in May by wearing red flowers if their mothers are still alive and white or purple flowers if their mothers have died; and
- WHEREAS,** Many religious celebrations in Haiti occur during the month of May, known by Haitian Catholics as the month of Mary, the mother of Jesus; and
- WHEREAS,** The Haitian community contributes greatly to the rich history, culture and diversity of the City of Lake Worth Beach; and
- WHEREAS,** The Haitian community of Lake Worth Beach has established and distinguished itself through the efforts of many community organizations, businesses and community participation; and
- WHEREAS,** The City of Lake Worth Beach and the Haitian community share in the belief that the contributions and participation of all people from all cultures and backgrounds is what makes Lake Worth Beach a great City.

NOW, THEREFORE, I, BETTY RESCH, Mayor of the City of Lake Worth Beach, Florida, by virtue of the authority vested in me, do hereby proclaim:

MAY 2021

as

HAITIAN HERITAGE 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 18th day of May, 2021.

Betty Resch, Mayor

ATTEST:

Deborah M. Andrea, City Clerk

CITY OF LAKE WORTH BEACH

PROCLAMATION

- WHEREAS,** The beautiful coastal and inland beaches of Lake Worth Beach represent a world renowned recreational resource; and,
- WHEREAS,** City of Lake Worth Beach residents and visitors alike are drawn to these beaches by the millions each year for water and beach activities; and,
- WHEREAS,** The aquatic environment has dangers, particularly rip currents, that can be effectively managed through public awareness and the vigilance of professional lifeguards; and,
- WHEREAS,** For reasons of public safety, an annual reminder of the joys and hazards associated with the aquatic environment are appropriate at the commencement of the busy summer beach season; and,
- WHEREAS,** City of Lake Worth Beach residents and visitors alike must remember: Learn to Swim, Swim Near a Lifeguard, Swim with a Buddy, Check with the Lifeguards, Use Sunscreen and Drink Water, Obey Posted Signs and Flags, Keep the Beach and Water Clean, Learn Rip Current Safety, Enter Water Feet First, and Wear a Life Jacket.

NOW, THEREFORE, I, BETTY RESCH, Mayor of the City of Lake Worth Beach, Florida, by virtue of the authority vested in me, do hereby proclaim

MAY 17-24, 2021

as

NATIONAL BEACH SAFETY WEEK

in the City of Lake Worth Beach, Florida, and urge all residents using our beaches to enjoy themselves at the beach this year, while taking appropriate measures to protect themselves and their children.

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 18th day of May, 2021.

Betty Resch, Mayor

ATTEST:

Deborah M. Andrea, City Clerk

EXECUTIVE BRIEF REGULAR MEETING

AGENDA DATE: May 18, 2021

DEPARTMENT: Electric Utility

TITLE:

Agreement with Gresco Supply Inc., for the purchase of two step-down electric power transformers

SUMMARY:

Agreement with Gresco Supply Inc., authorizes for the purchase of two step-down power transformers in the amount not to exceed \$86,200. This project has been identified as an element of the City's electric utility System Hardening and Reliability Improvement Project and for which bonds were sold in November 2020.

BACKGROUND AND JUSTIFICATION:

City issued an Invitation to Bid (IFB 21-204) requesting bids from qualified manufacturers and distributors for two (2) 3MVA, 26kV to 4kV, 3-phase, step down power transformers. A total of 3 bids were received and evaluated based on total cost of ownership. Gresco Supply Inc. was determined to be the lowest, responsive and responsible bidder and is recommended for the award.

The transformers will be utilized in the system hardening and reliability improvement project's voltage conversion of the 4DR01 and 0704 circuits, both of which provide power at 4kV to the Palm Beach State College ("PBSC") Campus and will be upgraded to 26kV as a part of the project.

MOTION:

Move to approve/disapprove Agreement with Gresco Supply Inc., for the purchase of two 3MVA 26kV to 4kV step-down power transformers in the amount not to exceed \$86,200.

ATTACHMENT(S):

Fiscal Impact Analysis
Agreement

FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2021	2022	2023	2024	2025
Capital Expenditures	\$86,200	0	0	0	0
Operating Expenditures	0	0	0	0	0
External Revenues	0	0	0	0	0
Program Income	0	0	0	0	0
In-kind Match	0	0	0	0	0
Net Fiscal Impact	\$86,200	0	0	0	0
No. of Addn'l Full-Time Employee Positions	0	0	0	0	0

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

Account Number	Account Description	Project Number	FY21 Budget	Current Balance	Agenda Expenditure	Balance
421-6034-531-63.15	Improve Other than Build / Infrastructure	SH2122	\$694,000	\$622,315	-\$86,200	\$536,115

**AGREEMENT FOR GOODS AND SERVICES
(Pad Mount Transformer)**

THIS AGREEMENT (hereinafter "Agreement") is made this _____ day, between the **City of Lake Worth Beach**, Florida, a municipal corporation (hereinafter the "CITY"), with its office located at 7 North Dixie Highway, Lake Worth Beach, Florida 33460, and **Gresco Supply, Inc.**, a corporation registered to do business in the State of Florida (hereinafter the "CONTRACTOR"), with its principal office located at 1135 Rumble Road, Forsyth, GA 31029.

RECITALS

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

WHEREAS, the CITY issued Invitation for Bid #21-204 for the Pad Mount Transformer (hereinafter "IFB"), which IFB is not attached but incorporated by the reference into this Agreement; and

WHEREAS, the City received three responses before the deadline: and

WHEREAS, the Contractor was found to be the lowest, responsive and responsible bidder and was recommended for the award; and

WHEREAS, the CONTRACTOR provided a bid that meets the City's requirements and standard specification; and

WHEREAS, the CITY desires to accept the CONTRACTOR's bid in order for CONTRACTOR to render the goods and services to the CITY as provided therein pursuant to the terms and conditions of this Agreement; and

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

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

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

1. TERM

1.1 The term shall commence upon the approval of this Agreement by the City Commission and the CITY's issuance of a Notice to Proceed. The CONTRACTOR agrees to provide all goods and services required under this Agreement as per the terms and timelines provided in the IFB.

2. SCOPE OF WORK

2.1 The scope of work specifications set forth in the IFB details the design and fabrication requirements for two (2) 3.0 MVA, three phase, outdoor type, pad mounted step-down

transformers for the City of Lake Worth Beach Electric Utilities. All work shall be constructed in accordance with the City's design specifications and standards and in accordance with the IFB. Equipment are indicated in CONTRACTOR's bid attached hereto as an **Exhibit "A"** and as set forth in the IFB (hereinafter the "Scope of Work").

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

2.4 The work shall be performed by the CONTRACTOR or under its supervision and all personnel engaged in performing the work shall be fully qualified and, if required, authorized or permitted under the state and local law to perform such work. 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 work shall be 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 performance of the work 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 Scope of Work hereunder, the CONTRACTOR shall be authorized to engage the services of any agents or assistants which it may deem proper, and may further employ, engage, or retain the services of such other persons or corporations to aid or assist in the proper performance of its duties. All costs of the services of, or expenses incurred by, such agents or assistants shall be paid by the CONTRACTOR.

4. MATERIALS

4.1 The CONTRACTOR shall provide all materials as more specifically set forth in the Scope of Work or as reasonably necessary to accomplish the work unless otherwise specified in writing by the CITY.

5. FEE AND ORDERING MECHANISM

5.1 For the Initial Unit and all work performed under this Agreement in order to complete the delivery and installation of the units, the CONTRACTOR shall be paid an amount not to exceed **\$86,200.00**.

5.2 Should the CITY require additional materials and/or work, which additional materials or work are not included in the initial Scope of Work for each unit, the CITY and CONTRACTOR will prepare and execute a written amendment setting forth the additional materials and/or work and the total cost for the same prior to any such additional materials or services being provided by the CONTRACTOR.

5.3 The CITY's ordering mechanism is a CITY issued Purchase Order; however, the terms and conditions stated in this Agreement and any amendment thereto will apply. CONTRACTOR shall not exceed amounts expressed herein or in any CITY issued Purchase Order. The CITY's Fiscal Year ends on September 30th 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 30th of each calendar year, prior to the annual budget being approved by the CITY's City Commission.

6. MAXIMUM COSTS

6.1 The CONTRACTOR expressly acknowledges and agrees that the total cost to complete the work is as set forth above.

7. INVOICE

7.1 The CONTRACTOR shall submit an itemized invoice to the CITY for the goods and services upon delivery, complete installation, and final acceptance of the units by the CITY. Final acceptance occurs when all work (including punch-list items) has been completed by the CONTRACTOR and the unit becomes fully operational and accepted by the CITY. The CONTRACTOR shall be paid by the CITY within thirty (30) days of receipt of an approved invoice for all work for the Initial Unit. Invoicing for additional units shall be addressed for each additional unit in the amendment to this Agreement or the CITY's issued purchase order.

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

8. AUDIT BY CITY

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

9. COPIES OF DATA/DOCUMENTS

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

10. OWNERSHIP

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

11. WRITTEN AUTHORIZATION REQUIRED

11.1 The CONTRACTOR shall not make changes in the Scope of Work or work 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.

12. DEFAULTS, TERMINATION OF AGREEMENT

12.1 If the CONTRACTOR fails to timely perform the work or has failed in any other respect to satisfactorily perform in accordance with this Agreement; or, is in material breach of a term or condition of this Agreement, the City Manager or designee may give written notice to the CONTRACTOR specifying 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 three (3) 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.

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

12.3 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 three (3) 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.

13. INSURANCE

13.1. 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.

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

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

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

14. WAIVER OF BREACH

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

15. INDEMNITY

15.1 The CONTRACTOR shall indemnify, defend and hold harmless, to the maximum extent permitted by law, the CITY and its officers, agents, employees and representatives, from and against any and all liability, suit, actions, proceedings, judgments, claims, losses, liens, damages,

injuries (whether in contract or in tort, including personal injury, accidental death, patent infringement or property damage, and regardless, of whether the allegations are false, fraudulent or groundless), costs and expenses (including attorney's fees, litigation, arbitration, mediation, appeal expenses) to the extent arising out of or alleged to have arisen out of the acts, omissions or neglect of the CONTRACTOR or any of its agents, employees, subcontractors or by anyone the CONTRACTOR directly or indirectly employed.

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

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

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

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

16. ENTIRE AGREEMENT AND ORDER OF PRECEDENCE

16.1 This Agreement consists of the terms and conditions provided herein; the IFB (including all specifications, exhibits and addenda attached thereto or referenced therein); and, the CONTRACTOR's quote. To the extent that there exists a conflict between this Agreement and the remaining documents, the terms, conditions, covenants, and/or provisions of this Agreement shall prevail with the IFB (including all specifications, exhibits and addenda attached thereto) next taking precedence; however, the CONTRACTOR's quote for the Initial Unit shall take precedence over the IFB. Wherever possible, the provisions of such documents shall be construed in such a manner as to avoid conflicts between provisions of the various documents.

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

17. ASSIGNMENT

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

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

18. SUCCESSORS AND ASSIGNS

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

19. WAIVER OF TRIAL BY JURY

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

20. GOVERNING LAW AND REMEDIES

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

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

21. TIME IS OF THE ESSENCE

21.1 Time is of the essence in the completion of the Scope of Work as specified herein.

22. NOTICES

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

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

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

Gresco Supply, Inc.
Attn: Ryan Padgett
1135 Rumble Road.
Forsyth, GA 31029

23. SEVERABILITY

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

24. DELAYS AND FORCES OF NATURE

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

24.2 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.

25. COUNTERPARTS

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

26. LIMITATIONS OF LIABILITY

26.1 Under no circumstances shall either party be liable to the other for any consequential, incidental, special, punitive, or any other form of indirect or non-compensatory damages. There shall be no other limitation of liability between the parties or under this Agreement.

27. PUBLIC ENTITY CRIMES

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

28. PREPARATION

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

29. PALM BEACH COUNTY INSPECTOR GENERAL

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

30. ENFORCEMENT COSTS

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

31. PUBLIC RECORDS

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

- (a) Keep and maintain public records required by the CITY to perform the services under this Agreement.
- (b) Upon request from the CITY's custodian of public records, provide the CITY with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in this Chapter 119, Florida Statutes, or as otherwise provided by law.

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

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

32. COPYRIGHTS AND/OR PATENT RIGHTS

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

33. COMPLIANCE WITH OCCUPATIONAL SAFETY AND HEALTH

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

34. FEDERAL AND STATE TAX

34.1 The CITY is exempt from Federal Tax and State Tax for Tangible Personal Property. The Procurement Official will 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.

35. PROTECTION OF PROPERTY

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

36. DAMAGE TO PERSONS OR PROPERTY

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

37. WARRANTY

37.1 CONTRACTOR warrants and guarantees to the CITY that work performed and all materials provided under this Agreement shall be in accordance with the Agreement and the other documents specifically included in this Agreement. CONTRACTOR warrants that all materials and parts supplied under this Agreement shall be free from defects for a minimum of 18 months from the final acceptance of the work. CONTRACTOR guarantees that all work performed under this Agreement will be free from defects for a minimum of 18 months from the final acceptance of the work. CONTRACTOR shall provide to the CITY any and all manufacturers' warranties for the goods and services being provided under this Agreement. CONTRACTOR agrees to pay for all transportation and handling costs of returning any equipment or the unit(s), if required, for repair or replacement. If a unit(s) must be returned, CONTRACTOR, shall provide a replacement unit(s) for the duration.

38. SCRUTINIZED COMPANIES

38.1 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.

38.2 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.

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

38.4 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.

38.5 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.

38.6 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.

39. E-VERIFY

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

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

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

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

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

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

39.6 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.

40. SURVIVABILITY

40.1 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.

41. NO CONSEQUENTIAL DAMAGES

41.1 In no event shall CITY be liable to CONTRACTOR for any incidental, special, indirect, consequential, or punitive damages arising out of or related to this Agreement, whether such alleged damages are labeled in tort, contract, or otherwise, and even if Vendor has been advised of the possibility of such damages.

REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK
SIGNATURE PAGE FOLLOWS

IN WITNESS WHEREOF the parties hereto have made and executed this Agreement to the CONTRACTOR for supply of two (2) Pad Mount, Step-Down Transformers on the day and year first above written.

CITY OF LAKE WORTH BEACH, FLORIDA

By: _____
Betty Resch, Mayor

ATTEST:

By: _____
Deborah M. Andrea, City Clerk

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

APPROVED FOR FINANCIAL SUFFICIENCY

By: _____
Glen J. Torcivia, City Attorney

By: _____
Bruce T. Miller, Financial Services Director

CONTRACTOR: **Gresco Supply, Inc**

By: _____
Todd McLe11an

[Corporate Seal]

Print Name: _____
Todd McLe11an

Title: _____
SVP

STATE OF Florida
COUNTY OF Duval

THE FOREGOING instrument was acknowledged before me by means of physical presence or online notarization on this 7th day of May 2021, by Todd McLe11an, as the Senior Vice President [title] of **Gresco Supply, Inc**, 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 CONTRACTOR to the same.

Sharon L. McCray
Notary Public Signature
Notary Seal:

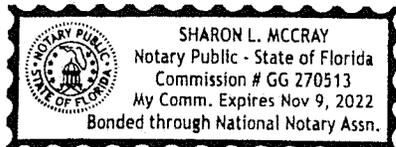


Exhibit "A"
Contractor's Bid (19 pages)

BID PACKAGE COVER SHEET

IFB # 21-204 Project Title: Pad Mount Transformer

Bidder Name: Gresco Supply, Inc.

Enclose the following documents:

- 1. Bid Package Cover Sheet (B1)
2. Minimum Qualifications (B2)
3. Bid (B3)
4. Schedule of Unit Prices (B4)
5. Substitution Sheet (B5) - If none, mark "none".
6. Schedule of Sub-contractors (B6) - If none, mark "none".
7. Contractor Verification (B7) - Check the license and insurance requirements to ensure that you will comply and attach copies of current licenses.
8. Reference List (B8)
9. Affidavit Of Prime Bidder re Non-collusion (B9)
10. Drug Free Certification (B10)
11. Campaign Contribution Statement (must be submitted) (B11)
12. Scrutinized Companies Certification (B12)
13. Addendums Acknowledgment (if any issued)
14. Manufacturer Specification and Design Data Sheets Documents

Subject line must be identified as IFB # 21-204 Pad Mount Transformer.

THIS PAGE AND THE FOLLOWING PAGES ARE TO BE RETURNED WITH YOUR BID.

Submit ONE (1) ELECTRONIC COPY of your Bid package (see Page 2 of bid document)

AVOID BID REJECTION:

All bids must be submitted on the provided Bid forms with each form completed and signed where requested. Signatures must be in ink and by a person authorized to bind the Bidder.

IFB # 21-204
Pad Mount Transformer

Bidder's Minimum Qualifications

Each Bidder must provide information of having manufactured at least ten (10) similar units in design and similar MVA rating or greater successfully manufactured and installed during the past 5 years to satisfy the minimum qualifications requirements. The reference person must be someone who has personal knowledge of the Bidder's and its subcontractor's (if any) performance. The reference person must have been informed that they are being used as a reference so that the City may check references.

Bidder's Name: Gresco Supply, Inc.

Describe the project elements (Pad mount transformer equal to or greater than the item requested) to whom, if it was delivered on Time, change orders, & Quantities, etc.) completed by the Suppliers/Manufactures.

1. Owner/Contact Name: Travis Turner (Glades) Phone 863-441-3132

Email Address: Tturner@gladeselectric.com Initial Contract Amount _____

Number of Units _____ Change Orders Yes _____ No X; Final Contract Amount _____

Brief Description of Product Features: Supply 5MVA Step-Down Transformer

2. Owner/Contact Name: Matt Wernerbach (Seco) Phone 352-569-9661

Email Address: Matt.Wernerbach@secoenergy.com Initial Contract Amount _____

Number of Units _____ Change Orders Yes _____ No _____; Final Contract Amount _____

Brief Description of Product Features: Supply 5MVA Step-Down Transformer

3. Owner/Contact Name: Bill Urrutia (FP&L) Phone 954-385-8885

Email Address: _____ Initial Contract Amount _____

Number of Units _____ Change Orders Yes _____ No _____; Final Contract Amount _____

Brief Description of Product Features: Supply 5MVA Step-Down Transformer

4. Owner/Contact Name: _____ Phone _____

Email Address: _____ Initial Contract Amount _____

Number of Units _____ Change Orders Yes _____ No _____; Final Contract Amount _____

Brief Description of Product Features: _____

5. Owner/Contact Name: _____ Phone _____
Email Address: _____ Initial Contract Amount _____
Number of Units _____ Change Orders Yes _____ No _____; Final Contract Amount _____
Brief Description of Product Features: _____

6. Owner/Contact Name: _____ Phone _____
Email Address: _____ Initial Contract Amount _____
Number of Units _____ Change Orders Yes _____ No _____; Final Contract Amount _____
Brief Description of Product Features: _____

7. Owner/Contact Name: _____ Phone _____
Email Address: _____ Initial Contract Amount _____
Number of Units _____ Change Orders Yes _____ No _____; Final Contract Amount _____
Brief Description of Product Features: _____

8. Owner/Contact Name: _____ Phone _____
Email Address: _____ Initial Contract Amount _____
Number of Units _____ Change Orders Yes _____ No _____; Final Contract Amount _____
Brief Description of Product Features: _____

9. Owner/Contact Name: _____ Phone _____
Email Address: _____ Initial Contract Amount _____
Number of Units _____ Change Orders Yes _____ No _____; Final Contract Amount _____
Brief Description of Product Features: _____

10. Owner/Contact Name: _____ Phone _____
Email Address: _____ Initial Contract Amount _____
Number of Units _____ Change Orders Yes _____ No _____; Final Contract Amount _____
Brief Description of Product Features: _____

Note: Bidders may use additional sheets with the same format to list other projects as proof of prior experience (for no more than five projects in total).

BID

**IFB # 21-204
Pad Mount Transformer**

Bid of: Gresco Supply, Inc.
(Bidder Name)

Total Bid Amount: \$ 86,200.00

(Write Dollar Figure Here)

Bidder agrees to furnish, unless otherwise provided, all implements, machinery, equipment, transportation, tools, materials, supplies, labor and other things necessary for the performance and completion of the work for the amount indicated above.

The undersigned Bidder hereby declares that:

1. This bid is made in good faith, without collusion or fraud and is fair and competitive in all respects.
2. Bidder has carefully and to his/her full satisfaction examined the IFB, the attached Specifications and all required forms, and Bidder has read all addenda issued.
3. Bidder has made a full examination of the site and is familiar with the site conditions that may impact its performance.
4. Upon receipt of a Notice of Intent to Award the contract the Bidder shall: 1) commence obtaining a Performance and Payment Bond (if applicable), and Certificate(s) of Insurance and 2) commence obtaining a Certificate of Registration or Business License for engaging in business from the City, as such documents are required to commence the work.
5. Bidder understands that the contract time starts on the date of Notice to Proceed or issuance of the Purchase Order.
6. Bidder furthermore agrees that, in case of failure on his/her part to execute a Contract and provide all required documents within ten (10) calendar days of receipt of the Contract for execution, the offer to contract may be withdrawn and the check, bond, or other security accompanying his bid and the money payable thereon, shall become the property of the City, by forfeit as agreed liquidated damages.
7. The Bidder states that this bid is the only bid for this project in which Bidder is interested; and Bidder shall not be a sub-contractor or sub-subcontractor on this project.
8. Final delivery of the required products shall be within 120 calendar days after Notice to Proceed.
9. Liquidated damages for delay are agreed to be \$200 per calendar day.
10. Bidder shall be responsible for all permitting fees and utility service connection fees unless otherwise specifically provided in this IFB or in the resulting Contract.

11. The following officer, director or agent of the Bidder is also an employee of the City of Lake Worth Beach.

<i>Name</i>	<i>Address</i>
N/A	

12. The following employee(s) of the City of Lake Worth, either directly or indirectly owns, an interest of 10% or more of Bidder or its affiliates or subsidiaries:

<i>Name</i>	<i>Address</i>
_____	_____
_____	_____

13. Bidder and all affiliates, suppliers, subcontractor or consultants who will perform the Work have not been placed on the Public Entity Crimes convicted vendor list maintained by the State of Florida within the 36 months immediately preceding the date of this Bid.

14. Bidder acknowledges that ADDENDA NO(S). 1 & 2 have been RECEIVED and has included their provisions in their Bid.

15. By signing and submitting this Bid, Bidder represents that all Bid Forms are fully complete and accurate.

16. Bidder acknowledges that the Bid may be rejected if all Bid Forms are not fully complete, not accurate or if forms are not signed by properly authorized signatures where required.

Name of Firm: Gresco Supply, Inc.

HQ Address: 1135 Rumble Road, Forsyth ST GA Zip 31029

Phone: (855) 705-1800 Email: georgia.receptionist@gresco.com

FEIN: 58-2246694 State of Incorporation: GA

Print Name: Ryan Padgett Title: Inside Sales Assistant

SIGNATURE:  Date: 3/15/2021

Sales Office: 6421 CR 219, Wildwood ST FL Zip 34785

Sales Contact Name: Ryan Padgett Title: Inside Sales Assistant

Phone: (352) 748-9550 Email: Ryan.Padgett@gresco.com

Failure to fully complete and sign this Bid Form may result in rejection of the Bid.

(B4)

IFB # 21-204
Pad Mount Transformer

SCHEDULE OF UNIT PRICES

In order to evaluate the total bid amount, each Bidder must identify the unit prices for the work set forth in the Scope of Work. In the event additional work is added to the contract by Change Order, the following unit prices will be utilized (as applicable). The quantities below are estimated quantities. City does not guarantee a minimum order and reserves the right to adjust these quantities as considered in the best interest of the City. The bidder acknowledges that no additional payment will be made for adjustments in the quantities.

<u>ITEM #</u>	<u>DESCRIPTION</u>	<u>QTY</u>	<u>UNIT</u>	<u>UNIT PRICE</u>	<u>TOTAL</u>
<u>GENERAL CONDITIONS</u>					
1	3.0 MVA, three phase, outdoor type, pad-mounted step-down transformer	2	EA	\$43,100.00	\$86,200.00
TOTAL BID					

NO-LOAD LOSSESS IN WATTS: 2350

LOAD LOSSESS IN WATTS: 22927

Name of Bidder: Gresco Supply, Inc

Address: 6421 CR 219, Wildwood ST FL Zip 34785

Phone: (352) 748-9550 Email: Ryan.Padgett@gresco.com

Print Name: Ryan Padgett Title: Inside Sales Assistant

SIGNATURE:  Date: 3/15/2021

IFB # 21-204
Pad Mount Transformer

SCHEDULE OF SUBCONTRACTORS/MANUFACTURERS

The following is a complete list of all sub-contractors/manufacturers utilized for this project:

Dollar amount of subcontract work

1.	None		\$	
	(company name)	(type of work)		
	(address)	(tel. #)		
	(zip code)	(federal I.D. #)		
2.			\$	
	(company name)	(type of work)		
	(address)	(tel. #)		
	(zip code)	(federal I.D. #)		
3.			\$	
	(company name)	(type of work)		
	(address)	(tel. #)		
	(zip code)	(federal I.D. #)		

Total dollar amount to be awarded to sub-contractors (this page) \$ _____

Authorized Signature:  _____

Note: The above schedule of subcontractors/manufacturers will become a part of the Contract documents. Changes made to the above schedule of subcontractors after the contract has been executed must be submitted in writing to the City for approval prior to that sub-contractor performing any work.

IFB # 21-204
Pad Mount Transformer

CONTRACTOR / MANUFACTURER VERIFICATION FORM

PRIME BIDDER:

Name of Firm: Gresco Supply, Inc

Address: 6421 CR 219, Wildwood, FL 34785

Telephone: (352) 748-9550

Fax: (352) 748-9333

Email: Ryan.Padgett@gresco.com

CONTRACTOR OF RECORD:

Name: Refer to the attached quote for details

Address: _____

Telephone: () _____

Email: _____

State License # _____ (ATTACH COPY)

County License # _____ (ATTACH COPY)

Type of License: _____

Unlimited _____ (yes/no)

If "NO", Limited to what trade? _____

Is the Licensee a full-time employee of Prime Bidder?

____ Yes ____ No

Will the Licensee be in responsible charge of the work performed and installed under this contract?

____ Yes ____ No

Failure to fully or accurately complete this form may be cause for rejection of the bid.

(B8)

IFB # 21-204
Pad Mount Transformer

LIST OF REFERENCES

1. Owner's Name & Address: Peace River Electric Coop
210 Methemy Road, Wauchula, FL 33873
Project: Supply all types of distribution, substation, and transmission material
Contact Person: Tim Gibson
Telephone: () 863-767-4688 Fax: () 863-773-6683 E-Mail: Tim.Gibson@preco.coop

2. Owner's Name & Address: Glades Electric Coop
PO Box 519, Moore Haven, FL 33471
Project: Supply all types of distribution, substation, and transmission material
Contact Person: Travis Turner
Telephone: () 863-441-3132 Fax: () _____ E-Mail: Tturner@gladeselectric.com

3. Owner's Name & Address: Florida Keys Electric Coop
PO Box 377, Tavernier, FL 33070
Project: Supply all types of distribution, substation, and transmission material
Contact Person: Walt Stephens
Telephone: () 305-852-1032 Fax: () _____ E-Mail: walt.stephens@fkec.com

IFB # 21-204
Pad Mount Transformer
AFFIDAVIT OF PRIME BIDDER
Re Non-collusion and Public Entity Crime

State of Florida }
County of Sumter }

Ryan Padgett, being first duly sworn, disposes and says that:
(Name)

- I am the Inside Sales Assistant of Gresco Supply, Inc, the Bidder that has submitted the attached bid;
(Title) (Name of Company)
- I am fully informed respecting the preparation and contents of the attached bid and of all pertinent circumstances respecting such Bid;
- Such Bid is genuine and is not a collusive or sham Bid;
- Neither the Bidder nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, has in any way colluded, conspired, connived or agreed, directly or indirectly with any other bidder, firm or person to submit a collusive or sham Bid in connection with the contract for which the attached bid has been submitted or to refrain from bidding in connection with such Contract or has in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other Bidder, firm or person to fix the price or prices in the attached Bid or of any other Bidder, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against the City of Lake Worth Beach, or any person interested in the proposed Contract; and
- The following Officer, director or agent of Bidder is also an employee of the City of Lake Worth Beach. None (if none, write "None").
- The following employees of the City of Lake Worth Beach, own, directly or indirectly, an interest of 10% or more in Bidder firm or any of its affiliates or subsidiaries: None (if none, write "None").
- The price or prices quoted in the attached Bid are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the Bidder or any of its agents, representatives, owners, employees, or parties in interest, including this affiant.
- Neither the Bidder nor any officer, director, partner, shareholder, employee, member or agent, who is active in the management of Bidder, or any affiliate or subsidiary of Bidder has been convicted of a public entity crime or action regarding antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy or material misrepresentation with respect to any bid or contract for goods or services to be provided to any public entity, or has been listed on the state Convicted Vendor List, within thirty-six months prior to the date of Bidder's Bid.

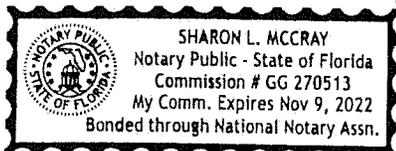
(Signed) [Signature]
(Print Name) Ryan Padgett
(Title) Inside Sales Assistant

STATE OF Florida
COUNTY OF Sumter

THE FOREGOING instrument was acknowledged before me by means of physical presence or online notarization on this 15th day of March 2021, by Ryan Padgett, as the Inside Sales Assistant [title] of Gresco Supply, Inc. [vendor's name], a Distributor [corporate description], who is personally known to me or who has produced _____ as identification, and who did take an oath that he or she is duly authorized to execute the foregoing instrument and bind the CONTRACTOR to the same.

[Signature]
Notary Public Signature

Notary Seal:



(B10)

IFB # 21-204
Pad Mount Transformer

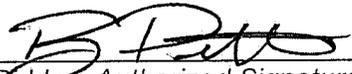
DRUG FREE WORKPLACE CERTIFICATION

The undersigned Bidder, in accordance with Florida Statute 287.087, hereby certifies that

Gresco Supply, Inc does:
(Name of Business)

- 1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violation of such prohibition.
- 2. Inform employees about the dangers of drug abuse in the workplace, the business' policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
- 3. Give each employee engaged in providing the commodities or contractual services that are under this bid a copy of the statement specified in subsection (1).
- 4. In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities, or contractual services that are under bid, the employee will abide by the terms of the statement, and will notify the employer of any conviction of, or plea of guilty, or *nolo contendere* to any violation of Chapter 1893, or of any controlled substance law of the United States, or any State, for a violation occurring in the workplace no later than five (5) days after such conviction.
- 5. Impose a sanction on, or require the satisfactory participation in a drug abuse assistance, or rehabilitation program, if such is available in the employee's community, by any employee who is so convicted.
- 6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

As the person authorized to sign the statement, I certify that this firm complies fully with the above requirements.


Bidders Authorized Signature

Print Name: Ryan Padgett

3/15/2021
Date

IFB # 21-204
Pad Mount Transformer

CAMPAIGN CONTRIBUTION STATEMENT

This IFB is subject to Section 2-101 of the City of Lake Worth Beach Code of Ordinances regarding campaign contributions which provides:

Sec. 2-101. - Additional and supplemental disclosures requirements.

- (a) Any elected official of the City of Lake Worth Beach, who is a current sitting member of the city commission and has accepted an election campaign contribution in an amount that is more than one hundred dollars (\$100.00) from an individual or business entity having an interest in a matter before the city commission in which the city commission will take action, must publically disclose, both verbally and in writing, such contribution prior to any discussion or vote on the matter. The written disclosure must be submitted to the city clerk.
- (b) Any applicant coming before the city commission for an award of a contract with the city and who has made an election campaign contribution in an amount that is more than one hundred dollars (\$100.00) to any elected official of the city commission, who is a current sitting member of the commission, must disclose such election campaign contribution, verbally and in writing, during the application or bidding process and before the award of the contract.

Vendor to complete: Check which statement applies, fill in the requested information, if applicable, and sign below.

[X] Neither the undersigned business nor any of its owners or officers contributed more than \$100.00 to the campaign of a sitting City Commission member. [If you checked this statement, you are done and may sign below.]

[] The undersigned business or one or more of its owners or officers contributed more than \$100.00 to the campaign of a sitting City Commission member. All such contributions are listed below and on the attached sheet of paper (if more room is needed). [If you checked this statement, please fill in the information requested below and sign below.]

1. _____ contributed a total of \$_____ to the campaign of City Commission member _____.
2. _____ contributed a total of \$_____ to the campaign of City Commission member _____.
3. _____ contributed a total of \$_____ to the campaign of City Commission member _____.
4. _____ contributed a total of \$_____ to the campaign of City Commission member _____.

Signature:

I hereby certify that the above statements are true and correct to the best of my knowledge and I understand that a false or inaccurate statement may result in the rejection of this bid/proposal/submittal or the immediate termination of any resulting agreement with the City of Lake Worth Beach.

By:  _____

Print Name: Ryan Padgett

Print Title: Inside Sales Assistant

Print Name of Business: Gresco Supply, Inc

Commissioner/Mayor to complete: Check which statement applies, fill in the requested information, if applicable, and sign below.

[] Neither the above referenced business nor any of its owners or officers contributed more than \$100.00 to my campaign. [If you checked this statement, you are done and may sign below.]

[] The above referenced business or one or more of its owners or officers contributed more than \$100.00 to my campaign. All such contributions are listed below and on the attached sheet of paper (if more room is needed). [If you checked this statement, please fill in the information requested below and sign below.]

_____ contributed a total of \$_____ to my campaign.

_____ contributed a total of \$_____ to my campaign.

_____ contributed a total of \$_____ to my campaign.

_____ contributed a total of \$_____ to my campaign.

Signature:

I hereby certify that the above statements are true and correct to the best of my knowledge and I understand that a false or inaccurate statement may result in the rejection of this bid/proposal/submittal or the immediate termination of any resulting agreement with the City of Lake Worth Beach.

By: _____

Print Name: _____

For City Clerk's Use Only.

THIS SECTION SHALL BE COMPLETED ONLY IF THERE IS A CAMPAIGN CONTRIBUTION LISTED ABOVE BY THE VENDOR OR COMMISSION MEMBER.

Applicable campaign contributions were disclosed in writing above, and prior to the award of the contract, the following statements were verbally made at the City Commission Meeting on the ____ day of _____, 202__.

Check all that apply.

_____ Commissioner/Mayor _____ verbally disclosed the campaign contribution(s) set forth above.

_____ Vendor, _____, verbally disclosed the campaign contribution(s) set forth above.

IFB # 21-204
Pad Mount Transformer

SCRUTINIZED COMPANIES CERTIFICATION FORM

By execution below, I, Ryan Padgett, on behalf of Gresco Supply, Inc
(hereinafter, the "Contractor"), hereby swear or affirm to the following certifications:

The following certifications apply to all procurements:

1. The Contractor has reviewed section 215.4725, Florida Statutes, section 215.473, Florida Statutes and section 287.135, Florida Statutes, and understands the same.
2. The Contractor is not on the Scrutinized Companies that Boycott Israel List nor is the Contractor engaged in a boycott of Israel.
3. If awarded a contract, the Contractor agrees to require these certifications for applicable subcontracts entered into for the performance of work/services under this procurement.
4. If awarded a contract, the Contractor agrees that the certifications in this section shall be effective and relied upon by the City for the entire term of the contract, including any and all renewals.

If the contract awarded hereunder is for one million dollars or more, the following additional certifications apply:

1. The Contractor is not on the Scrutinized Companies with Activities in Sudan List.
2. The Contractor is not on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List.
3. The Contractor is not engaged in business operations in Cuba or Syria.
5. If awarded a contract, the Contractor agrees to require these certifications for applicable subcontracts entered into for the performance of work/services under this procurement.
6. If awarded a contract, the Contractor agrees that the certifications in this section shall be effective and relied upon by the City for the entire term of the contract, including any and all renewals.

CONTRACTOR:

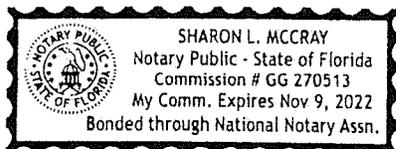
By: _____
Name: Ryan Padgett
Title: Inside Sales Assistant
Date: 3/15/2021

STATE OF Florida
COUNTY OF Sumter

THE FOREGOING instrument was acknowledged before me by means of physical presence or online notarization on this 15th day of March, 2021, by Ryan Padgett, as the Inside Sales Assistant [title] of Gresco Supply, Inc. [vendor's name], a Distributor [corporate description], 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.

Sharon L. McCray
Notary Public Signature

Notary Seal:





CUSTOMER COPY

GRESKO SUPPLY, INC. 1135 RUMBLE ROAD

ATTN= ACCOUNTS PAYABLE FORSYTH GA31029

SHIP TO: CITY OF LAKE WORTH (GRESKO) MUNICIPAL WAREHOUSE 1900 2ND AVENUE NORTH 7 NORTH DIXIE HWY LAKE WORTH FL33461

DESCRIPTION PRODUCT NUMBER QTY UNIT PRICE EXT PRICE

TRANSFORMER LOSS DATA IS BASED ON ANSI C57.12.00:

LOSS GRT: AVE VOLT% : 100

NL TEMP BASIS: 85 LL TEMP BASIS: 85

FOB LAKE WORTH, FL. FREIGHT PREPAID AND ALLOWED.

*QUOTED PER IFB# 21-204 EXHIBIT "A" SPECIFICATIONS

-REFERENCE 6.1: QUOTING 150KV PRIMARY BIL IN LIEU OF 200KV. ERMCO DOES NOT PROVIDE 200KV BIL.

-REFERENCE 9.2: QUOTING ERMCO STANDARD DIAL-TYPE THERMOMETER.

-REFERENCE 12.5: QUOTING ERMCO STANDARD TAP CHANGER DECAL.

-REFERENCE 17.2: ERMCO PROVIDES NAMEPLATE TYPE "B" FOR ALL UNITS.

-REFERENCE 19.1: INSTRUCTION MANUALS CAN BE FOUND ON ERMCO'S WEBSITE.

-QUOTING 600 AMP HV AND LV BUSHINGS PER ADDENDUM NO.1 ISSUED 3/4/21 AND LOOP FEED PER ADDENDUM NO. 2 ISSUED 3/9/21.

-DUE TO THE REQUESTED SECONDARY VOLTAGE SELECTION, ERMCO WILL PROVIDE A GROUNDED WYE PRIMARY VOLTAGE CONFIGURATION.

PRICING IS FIRM ON AN ORDER RECEIVED WITHIN 30 DAYS FROM BID DATE AND SHIPMENT WITHIN LEADTIME

PRICING IS SUBJECT TO ESCALATION/DESCALATION FOR ORDERS PLACED AFTER THE 30 DAY BID VALIDITY

OR FOR SHIPMENTS DELAYED BEYOND THE QUOTED LEADTIME AT THE CUSTOMERS REQUEST. ESCALATION IS

CALCULATED ON THE DIFFERENCE IN THE ERMCO MATERIAL COST FROM TIME OF QUOTE VERSUS REQUESTED

TIME OF SHIPMENT. THE BASE INDEX FOR THIS QUOTE IS 1ST QTR 2021 MATERIAL COSTS. NOTE: LEADTIME

IS SUBJECT TO CHANGE WITHOUT NOTICE! 1ST QTR INDEX 2021. FREIGHT PREPAID & ALLOWED. LEAD TIME FOR

SINGLE PHASE POLES 14-16 WKS-PADS 30-32 WKS ARO 3 PHASE PAD 18-20 WKS ARO

Table with 5 columns: ITEM, Description, QTY, UNIT PRICE, EXT PRICE. Row 1: ITEM 1, ERMCO 3 PHASE STEP TRANSFORMER 3PH-STEP, 2, \$43100.00, \$86200.00. Includes sub-items for options and transformer specifications.



CUSTOMER COPY

GRESKO SUPPLY, INC. 1135
RUMBLE ROAD

ATTN= ACCOUNTS PAYABLE
FORSYTH GA31029

SHIP TO:

CITY OF LAKE WORTH (GRESKO)
MUNICIPAL WAREHOUSE
1900 2ND AVENUE NORTH
7 NORTH DIXIE HWY
LAKE WORTH FL33461

<u>DESCRIPTION</u>	<u>PRODUCT NUMBER</u>	<u>QTY</u>	<u>UNIT PRICE</u>	<u>EXT PRICE</u>
G	GRDY			
253G	26400GY/15240 150 BIL			
X	H0/X0 GROUND			
003	2 TAPS 2.5% ABOVE & BELOW NORMAL			
900	4160Y/2400 60 BIL			
S5	ANSI SPECIFIC K DIM=5.0			
L	LOOP FEED			
600	GENERIC DEAD BREAK 600 AMP AL			
000	NO INSERTS SELECTED			
000	ELBOW ARRESTERS NOT SELECTED			
000	NO INS. STANDOFF BUSHING SELECTED			
000	NO INS. PROTECTIVE CAP SELECTED			
I	INLINE			
600	GENERIC DEAD BREAK 600 AMP AL 25KV			
600	DEAD BREAK 600 AMP AL			
0	NO SECONDARY PARKING STANDS			
561	HI-AMP BF & ELSP BACKUP CP			
CLA	GENERIC BACKUP CL FUSE			
1	FLAPR BAYO HOLDR W/SILVER CONTACTS			
000	MILD STEEL TANK & BASE			
1	TANK COVER W/ROUND HANDHOLE			
000	MILD STEEL CABINET & SILL			
0	STD CABINET PARTITION			
0	PADMOUNT GREEN FINISH			
0	STANDARD HARDWARE.			
11	SILICON BRONZE PENTABOLT			
1	S.S. 2HOLE GRD PAD IN PRI & SEC			
01	NITROGEN AIR SPACE BLANKET			
N2	IFD AND SCHRADER			
Z	ERMCO STD DRAIN VALVE W/ SAMPLER			
0	1"NPT FILL PLUG			
Z	SEC ERMCO STD LIQUID LEVEL GAUGE			
0	NO VACUUM GAGE SELECTED			
Z	ERMCO STD TEMPERATURE GAGE			
8	ENVIROTEMP FR3			
S	STAINLESS STEEL NAMEPLATES (TWO)			
00	STD KVA DECAL OUTSIDE			
00	DOES NOT REQUIRE PCB DECAL.			
11	DANGER "MR OUCH" GENERIC (3-52-02)			
02	WARNING "MR OUCH" GENERIC (3-52-01)			
99	STD PRIMARY DECAL INSIDE (HV)			
00	NO SECONDARY VOLTAGE DECALS			
00	STD ERMCO "E" LOGO DECAL (3-8-151)			
OPTIONS END.....				

DELIVERY MON-FRI

QUOTED DATE 3/15/21



CUSTOMER COPY

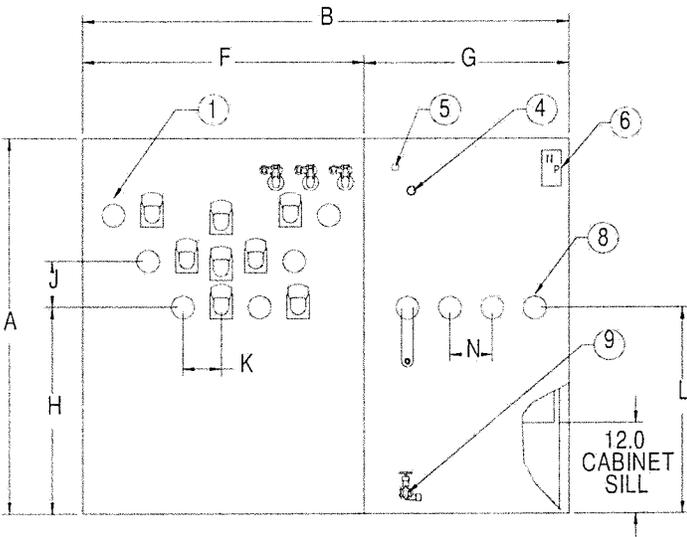
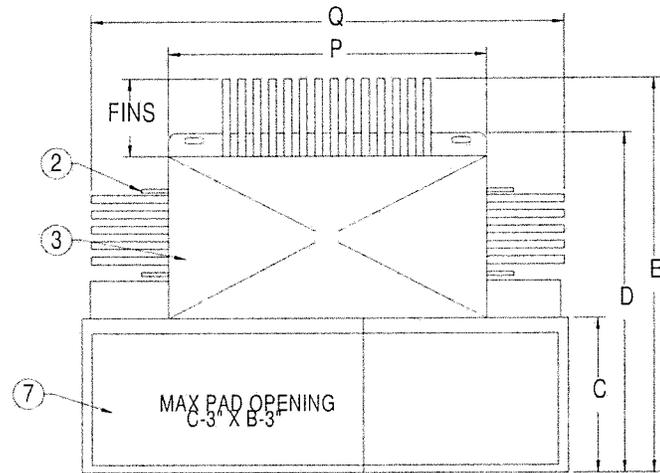
GRESKO UTILITY SUPPLY, INC.
1135 RUMBLE ROAD

ATTN= ACCOUNTS PAYABLE
FORSYTH GA31029

SHIP TO:

CITY OF LAKE WORTH (GRESKO)
MUNICIPAL WAREHOUSE
1900 2ND AVENUE NORTH
7 NORTH DIXIE HWY
LAKE WORTH FL33461

<u>DESCRIPTION</u>	<u>PRODUCT NUMBER</u>	<u>QTY</u>	<u>UNIT PRICE</u>	<u>EXT PRICE</u>
100% CTR W/ SHIPMENT				
24 HOUR NOTICE				
FLAT BED SIDE UNLOAD				



CUSTOMER: CITY OF LAKE WORTH (GRESKO)
 RFQ/Spec: _____
 ERMCO Quote#: 609962

For detail information about the transformer,
 refer to the ERMCO quote documents.

Quote

Item	kVA	A	B	C	D	E	F	G	H	J	K	L	M	N
1	3000	68	77.5	24	63.5	86.5	41.5	35.5	27	6	6.5	46	0	6.33

STANDARD FEATURES

- 1 HV Bushing
- 2 Lifting Lugs
- 3 Bolted Cover
- 4 1" Upper Fill Plug
- 5 Pressure Relief Valve
- 6 Nameplate
- 7 Hinged Top Cabinet
- 8 LV Bushing
- 9 Drain Valve w/Sampler

Quote

Item	P	Q	Wt (lbs)	Oil (gn)
1	73	100	15548	588

3 Phase Quotation Drawing
 For Dimensional Purposes Only
 All Features and Accessories Not Shown

ERMCO

ISSD BY: CH	DATE: 03/09/21
REV ISSUE DATE:	SCALE: NTS

EXECUTIVE BRIEF REGULAR MEETING

AGENDA DATE: May 18, 2021

DEPARTMENT: Electric Utility

TITLE:

Resolution 24-2021 and License Agreement with the Florida Department of Transportation for Right of Way improvements associated with FDOT Project No. 4471775 SR 805 Dixie, Lake & Lucerne Avenue Signalization & Street Lighting Improvements

SUMMARY:

Resolution 24-2021 and License Agreement authorizes the Florida Department of Transportation (FDOT) to remove the existing communications cabinet and associated appurtenances as part of the FDOT Project No. 4471775 Dixie, Lake & Lucerne Avenue Signalization & Street Lighting Improvements at no cost to the City.

BACKGROUND AND JUSTIFICATION:

The FDOT completed a traffic and street lighting safety study along SR 805 Dixie Highway between SR 802 eastbound Lake Avenue and SR 802 westbound Lucerne Avenue. Results of the study indicated new traffic signalization and additional street lighting were required to improve both vehicular and pedestrian safety in the vicinity of the two intersections.

The FDOT is proposing to install new traffic signals, mast arms and additional street lighting at the cost of \$811,271. The City's cost share for the improvements is to fund the difference between the standard aluminum FDOT street lighting fixtures and the City's decorative street lighting fixtures in the amount of \$44,443. A Resolution and Local Funding Agreement was approved by the City's Commission on March 25, 2021 for the City's cost share of this project.

The attached Resolution 24-2021 and License accompanying this staff report authorizes the FDOT to remove the existing communications cabinet and complete sidewalk harmonization on the southwest corner of SR 805 Dixie Highway and westbound SR 802 Lucerne Avenue at no cost to the City.

MOTION:

Move to approve/disapprove Resolution 24-2021 and License Agreement with the Florida Department of Transportation for Right of Way improvements associated with FDOT Project No. 4471775, SR 805 Dixie Highway, Lake & Lucerne Avenue Signalization & Street Lighting Improvements at no cost to the City.

ATTACHMENT(S):

Fiscal Impact Analysis - N/A
Resolution 24-2021
FDOT License (Exhibit A)

RESOLUTION NO. 24-2021 OF THE CITY OF LAKE WORTH BEACH, FLORIDA, APPROVING A LICENSE FOR FLORIDA DEPARTMENT OF TRANSPORTATION TO REMOVE AN EXISTING COMMUNICATIONS CABINET AS PART OF THE LAKE AND LUCERNE SIGNALIZATION AND LIGHTING PROJECT ON NORTH DIXIE HIGHWAY; AND PROVIDING FOR AN EFFECTIVE DATE AND FOR OTHER PURPOSES

WHEREAS, the State of Florida Department of Transportation (FDOT) proposes to construct and/or improve signalization and lighting at State Road No. 805 (Dixie Highway) at Lucerne and Lake Avenues, Item/Segment No. 4417751, in the City of Lake Worth Beach, Palm Beach County, Florida; and

WHEREAS, FDOT has made application to the City to execute and deliver to FDOT a license for the purpose of removing the existing communications cabinet that is beyond the existing right of way line and for sloping, grading, tying in, harmonizing and reconnecting existing features of the City's property with the Dixie Highway improvements, which are to be constructed together with incidental purposes related thereto; and

WHEREAS, the City is supportive of FDOT's proposed Dixie Highway improvements and has determined that the License is in the best interests of the City and serves a valid public purpose.

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

SECTION 1: The City Commission of the City of Lake Worth Beach, Florida, hereby approves the License attached hereto as **Exhibit "A"** and incorporated herein.

SECTION 2: Upon execution of this resolution, one copy shall be provided to FDOT. The fully executed original shall be maintained by the City Clerk as a public record of the City.

SECTION 3: This resolution shall become effective upon adoption.

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

Mayor Betty Resch
Vice Mayor Herman Robinson

Commissioner Sarah Malega
Commissioner Christopher McVoy
Commissioner Kim Stokes

The Mayor thereupon declared this resolution duly passed and adopted on the 18th day of May, 2021.

LAKE WORTH BEACH CITY COMMISSION

By: _____
Betty Resch, Mayor

ATTEST:

Deborah M. Andrea, CMC, City Clerk

EXHIBIT "A"
LICENSE

09-LA.13-07/18

This instrument prepared under the direction of:

Elizabeth S. Quintana, Esq. _____

District Four Assistant General Counsel

Legal Description prepared by:

Amelia Rodriguez-Alers, PSM. (01-27-2021)

Document prepared by:

Diana Helmer (01-27-2021)

Florida Department of Transportation

Right of Way Production Services

3400 W. Commercial Boulevard

Fort Lauderdale, Florida 33309

Parcel No. 900.1

Item/Segment No. 4417751

Section: N/A

Managing District: 04

S.R. No. 805 (Dixie Highway)

County: Palm Beach

LICENSE

THIS LICENSE is made this _____ day of _____, 2021, between the **CITY OF LAKE WORTH BEACH, a Florida municipal corporation**, whose address is: 7 North Dixie Highway, Lake Worth Beach, Florida 33460, herein called Licensor and the **STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION**, herein called Licensee.

In consideration of the benefits accruing unto the Licensor, the parties agree as follows:

Licensor hereby grants to Licensee a license to occupy and use, subject to all of the terms and conditions hereof, the following described premises:

Parcel No. 900

Item/Segment No. 4417751

A portion of Lot 8, Block H, THE PALM BEACH FARMS COMPANY PLAT No. 2 LUCERNE TOWNSITE, according to the Plat thereof, as recorded in Plat Book 2, Page 29, of the Public Records of Palm County, Florida, lying in Section 21, Township 44 South, Range 43 East; said portion lying West of the Existing West Right of Way line of State Road 805 (Dixie Highway), extending no more than 12.00 feet between Baseline of Survey Stations 104+91.46 and 105+01.46, as shown on the Florida Department of Transportation License Agreement Plan Sheet for Financial Project I.D. 441775-1-52-01 ("License Area").

This License is intended solely for the purpose of Licensee removing the existing communications cabinet within the License Area and its associated appurtenances, together with incidental purposes related thereto and sloping, grading, tying in, harmonizing and reconnecting existing features outside the License Area to the License Area. The term of this License shall be the date first above written and continuing until completion of the transportation project, but not later than the last day of January 1, 2024.

By accepting this License, the Licensee agrees at its sole cost and expense: (a) provide reasonable notice to the Licensor (via email to Paul Nicholas at pnicholas@lakeworthbeachfl.gov) prior to any work being undertaken in the License Area unless such work is of an emergency nature (then notice will be provided as the emergency allows for); (b) to maintain the License Area in a safe condition during the term of this License and perform all work undertaken in the License Area in a good and workmanlike manner and to promptly complete all work within the License Area; (c) to restore the License Area (or any portions

thereof) or any adjacent areas disturbed or damaged by work undertaken by the Licensee to the condition that existed prior to the commencement of such work (excluding the removal of the existing communications cabinet); and, (d) to use licensed and insured contractors for all work undertaken by the or at the direction of the Licensee within the License Area.

The making, execution and delivery of this License by Licensor has been induced by no representations, statements, warranties, or agreements other than those contained herein. This License embodies the entire understanding of the parties and there are no further or other agreements or understandings, written or oral, in effect between the parties relating to the subject matter hereof.

IN WITNESS WHEREOF, the said Licensor has signed and sealed these presents the day and year first above written.

ATTEST:

**CITY OF LAKE WORTH BEACH, a
Florida municipal corporation**

By: _____
Deborah M. Andrea, City Clerk

By:

Betty Resch, Mayor

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY

By: _____
Glen J. Torcivia, City Attorney

EXECUTIVE BRIEF REGULAR MEETING

AGENDA DATE: May 18, 2021

DEPARTMENT: City Attorney

TITLE:

Resolution No. 25-2021 – Amending City Commission’s Rules of Procedure

SUMMARY:

At the work session on May 6, 2021, the City Commission discussed amendments to its Rules of Procedure. Resolution No. 25-2021 implements the amendments to the City Commission’s Rules of Procedure.

BACKGROUND AND JUSTIFICATION:

The City Commission’s Rules of Procedure were initially adopted in 2004 by resolution and have been amended multiple times by subsequent resolutions. At the May 6, 2021 work session, the City Commission reviewed and discussed its current Rules of Procedure. The City Commission discussed amendments to the Rules of Procedure including the absent member participation rule; Commission minutes rule; deleting Rule 13 and reserving the same for future consideration; including the invocation amendment (from Resolution No. 59-2015); and, making other revisions to update the Rules of Procedure consistent with current practice and address inconsistencies therein. Through consensus, the City Commission agreed to the amendments.

Resolution No. 25-2021 implements the amendments to the City Commission’s Rules of Procedure.

MOTION:

Move to approve / not approve Resolution No. 25-2021 - amending the City Commission’s Rules of Procedure

ATTACHMENT(S):

Fiscal Analysis - N/A
Resolution 25-2021

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RESOLUTION NO. 25-2021 OF THE CITY OF LAKE WORTH BEACH,
FLORIDA, AMENDING THE RULES OF PROCEDURE FOR LAKE
WORTH BEACH CITY COMMISSION; REPEALING ALL RESOLUTIONS
IN CONFLICT; AND PROVIDING AN EFFECTIVE DATE

WHEREAS, in 2004, the City Commission adopted rules of procedure for City Commission meetings, which have been amended for a variety of reasons over time (see Resolutions 05-2004, 26-2006, 48-2007, 49-2007, 32-2008, 06-2009, 33-2009,04-2011, 14-2011, 05-2012, 17-2012, 09-2013, 56-2013, 59-2015, 26-2017 and 46-2018); and,

WHEREAS, the City Commission desires to amend its rules of procedure to address, absent member participation; Commission minutes; delete Rule 13 and reserve for future consideration; include the invocation amendment (Resolution No. 59-2015); and, make other revisions to update the rules consistent with current practice and address inconsistencies therein; and

WHEREAS, the City Commission recognizes that over time further revisions may be needed to the rules of procedure to address issues as they arise; and

WHEREAS, the City Commission finds the revisions to the City Commission’s rules of procedure as set forth in this Resolution are necessary to maintain orderly conduct of all City Commission meetings and serve a valid public purpose.

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

Section 1. The foregoing recitals are hereby incorporated into this resolution as true and correct statements.

Section 2. The City Commission’s adopted Rules of Procedure for the Lake Worth Beach City Commission are amended as follows (added language is underlined and deleted language is struck-through):

RULES OF PROCEDURE
LAKE WORTH BEACH CITY COMMISSION

**RULE 1
SCHEDULING OF MEETINGS AND WORK SESSIONS**

- (1) Regular meetings of the City Commission shall be held on the first and third Tuesday of each month, in the Commission Chambers, at City Hall, 7 North Dixie Highway, Lake Worth Beach, Florida, and beginning at 6:00 PM.

48 If a regular meeting date falls on a holiday, the meeting shall be held in the
49 Commission Chambers, at City Hall on the next day immediately following the
50 holiday, beginning at 6:00 PM.

51
52 The City Commission may cancel not more than one regular meeting in any
53 month.

54
55 (2) Electric Utility meetings of the City Commission shall be held on the last
56 Tuesday of each month, in the Commission Chambers, at City Hall, 7 North
57 Dixie Highway, Lake Worth Beach, Florida beginning at 6:00 PM. If an Electric
58 Utility meeting date falls on a holiday or conflicts with the need for a regular or
59 special meeting of the City Commission, the Electric Utility meeting may be re-
60 scheduled to another date ideally during the last week of the month or the
61 Electric Utility meeting may be cancelled. Electric Utility matters may be heard
62 at regular and special meetings of the City Commission. Except as set forth
63 herein, the Electric Utility meetings shall follow the same format, procedure and
64 have the same rules of procedure as a regular meeting of the City Commission.

65
66 (3) A special meeting of the City Commission to canvass ballots shall be held as
67 required by the City Charter. Other special meetings may be called by a majority
68 of the members of the City Commission or by the Mayor. Notice of special
69 meetings shall be given to each Commissioner¹ and to the public at least twenty-
70 four (24) hours in advance except for emergency meetings. If the Mayor or a
71 member of the Commission is absent from the City or otherwise beyond reach
72 of actual notice, failure to give such notice shall not prevent the convening of
73 the special meeting. The City Commission may act on any matter presented at
74 the special meeting unless prohibited by the City Charter or by rules established
75 by the City Commission. Special meetings shall be held in the Commission
76 Chambers or Commission Meeting Room at City Hall, 7 North Dixie Highway,
77 Lake Worth Beach, Florida, or at such other location within the City as may be
78 designated in the notice of the special meeting, beginning at a time to be
79 specified in the notice of the special meeting.

80
81 (4) Work Sessions of the City Commission may be called by a majority of the
82 members of the City Commission or by the Mayor, and any matter may be
83 discussed or studied at a work session. Any matter that appears likely to take
84 more than thirty (30) minutes shall be discussed or studied at a work session
85 prior to official action of the City Commission, unless this requirement is waived
86 by a majority vote. No official action of the City Commission shall be taken at a
87 work session. All work sessions shall end at 10:00 PM. At 10:00 PM, the City
88 Commission shall cease further discussion on the business on the table and,
89 upon a majority consensus of the City Commission present, determine whether
90 to (1) adjourn the meeting; or (2) extend the meeting and continue to conduct
91 the meeting until 11:00 PM. Thereafter, the meeting shall end, unless extended
92 one hour, upon a majority consensus of the City Commission present. All
93 meetings shall adjourn automatically at 12:00 AM.

94

95 (5) "District Public Forums" **may** be held by the City Commission on a quarterly
96 basis beginning in October 2021, one to be held in each district of the City on
97 a rotating basis. Notice of such meetings shall be posted no less than 14 days
98 before each meeting. No official action shall be taken at these meetings.
99

100 (6) All regular and special meetings shall end at 10:00 PM. At 10:00 PM. the City
101 Commission shall cease further discussion on the business on the table and,
102 upon a majority vote of the City Commission present, determine whether or not
103 to (1) adjourn the meeting; or (2) extend the meeting and continue to conduct
104 the meeting until 11:00 PM. Thereafter, the meeting shall end, unless extended
105 one hour, upon a majority vote of the City Commission present. All meetings
106 shall adjourn automatically at 12:00 AM.
107

108 Rule 1 is exempt from the provisions of Rule 11 Amendment or Waiver of Rules and shall
109 not be waived, except where such waiver is expressly permitted in paragraph (34) of Rule
110 1 (regarding the 30 minute limitation on discussions), and shall only be amended by
111 resolution.
112

113 **RULE 2**
114 **QUORUM**
115

116 A majority of the City Commission shall constitute a quorum; a smaller number may
117 adjourn a meeting or recess a meeting to a time certain. No ordinance, resolution, or
118 motion shall be adopted except by the affirmative vote of at least three members of the
119 City Commission.
120

121 **RULE 3**
122 **ABSENT MEMBER PARTICIPATION BY TELEPHONE CONFERENCE**
123

124 Up to two (2) members of the City Commission, who are physically absent due to
125 extraordinary circumstances, may participate through electronic means in a City
126 Commission work session or meeting and vote in a meeting if a quorum of the
127 Commission is physically present at the meeting or work session location.
128

129 ~~A member of the City Commission who is absent due to extraordinary circumstances may~~
130 ~~participate and vote by telephone conference in a Commission meeting where there is a~~
131 ~~physical quorum present at the physical meeting site, with such extraordinary~~
132 ~~circumstances being the following:~~

- 133
- 134 ~~1. Serious illness;~~
 - 135
 - 136 ~~2. Receiving medical treatment; or~~
 - 137
 - 138 ~~3. Unable to attend due to being physically disabled.~~
 - 139

140 ~~provided that no more than one (1) member of the City Commission may so participate in~~
141 ~~any City Commission meeting.~~
142

**RULE 4
DUTIES AND RESPONSIBILITIES OF THE “CHAIR”**

- 143
144
145
146 (1) The Mayor shall be the presiding officer of the City Commission, and shall be
147 referred to as the “Chair” when sitting in that capacity. In case of the absence
148 or the disability of the Mayor, the Vice Mayor shall assume the responsibilities
149 of the presiding officer, and if both are absent or disabled, the Vice Mayor Pro
150 Tem shall preside.
151
152 (2) The Chair shall preserve order. The Chair may call to order any member of the
153 Commission and any member of the public who shall violate any of these rules
154 or otherwise disrupt the orderly proceeding of the meeting. The Chair shall
155 decide all questions of order subject to a majority vote on an appeal of the
156 decision.
157
158 (3) The Chair shall recognize all Commissioners who seek the floor while entitled
159 to do so.
160
161 (4) The Chair shall not make or second a motion.
162

**RULE 5
ORDER OF BUSINESS**

- 163
164
165
166 (1) The order of business for a regular meeting shall ordinarily be:
167
168 1. Roll Call
169 2. Invocation or Moment of Silence
170 3. Pledge of Allegiance
171 4. Agenda-Additions/Deletions/Reordering
172 5. Presentations
173 6. Commission Liaison Reports and Comments
174 7. Public Participation on Non-Agendaed Items and Consent Agenda
175 8. Approval of Minutes
176 9. Consent Agenda
177 10. Public Hearings
178 11. Unfinished Business
179 12. New Business
180 13. Lake Worth Beach Electric Utility
181 14. City Attorney’s Report
182 15. City Manager’s Report
183 16. Upcoming meetings and work sessions
184 17. Adjournment
185
186 (2) The order of business may be revised by a majority vote.
187
188 (3) Matters may be placed on the agenda by any Commissioner, the City Manager,
189 or the City Attorney.
190

- 191 (4) Except for matters advertised for public hearing, any matter may be removed
 192 from an agenda by the person who placed it on the agenda or by a majority
 193 vote.
 194
 195 (5) When a matter comes before the Commission that directly affects one election
 196 district, the Commissioner from that district shall have the privilege of both
 197 expressing his or her views and making a motion on that matter first.
 198
 199 (6) Matters may be placed under Presentations by any Commissioner or the City
 200 Manager.
 201
 202 (7) The Invocation or Moment of Silence shall be offered by the Mayor or a member
 203 of the Commission on a rotating basis. The Mayor or Commissioner whose turn
 204 it is to deliver the invocation or moment of silence may designate another
 205 individual to deliver the invocation on their behalf. Any individual who delivers
 206 the invocation shall not denigrate nonbelievers or religious minorities, threaten
 207 damnation, or preach conversion. Any individual who delivers the invocation is
 208 encouraged to be respectful in tone.
 209

210 **RULE 6**
 211 **DEBATE OF MOTIONS; VOTING**
 212

- 213 (1) When debating or discussing a motion, a Commissioner shall address the Chair
 214 and await recognition before speaking. The Commissioner making a motion is
 215 entitled to the floor first for debate. No Commissioner is entitled to the floor a
 216 second time on the same motion as long as any other Commissioner who has
 217 not spoken on the issue desires the floor.
 218
 219 (2) Motions and amendments can be withdrawn or modified by the maker at any
 220 time prior to the Chair's stating the question on the motion; after that time, the
 221 permission of the Commission majority must be obtained. The Chair cannot
 222 close debate as long as any member who has not exhausted his right to debate
 223 desires the floor.
 224
 225 (3) Members of the ~~audience~~ public are permitted to ~~participate~~ speak upon opening
 226 of the floor for public comment by the Chair, during Public Participation on Non-
 227 Agendaed Items and Consent Agenda (No. 6 above) and during each item on
 228 all issues of Public Hearing (No. 10 above), Unfinished Business (No. 11
 229 above), and New Business (No. 12 above).; Under the Lake Worth Beach
 230 Electric Utility portion of a regular Commission meeting (No. 13 above), the
 231 public are permitted to participate upon opening of the floor for public comment
 232 by the Chair during Consent Agenda and during each item of Unfinished
 233 Business and New Business. The time shall be limited to three (3) minutes per
 234 public participant for Public Participation on Non-Agendaed Items and Consent
 235 Agenda (No. 6 above). The time shall be limited to two (2) minutes per public
 236 participant on all issues of Public Hearing (No. 10 above), Unfinished Business
 237 (No. 11 above), and New Business (No. 12 above). Under the Lake Worth
 238 Beach Electric Utility portion of a regular Commission meeting (No. 13 above),

~~the time shall be limited to three (3) minutes for the Consent Agenda and two (2) minutes for Unfinished Business and New Business. on all issues of Public Hearing, Unfinished Business, and New Business and the time shall be limited to two minutes per speaker. Members of the audience are permitted to speak on all issues of Consent Agenda, not removed for discussion, during Public Participation of Non-Agendaed Items. When the floor is open for public comment, the time shall be limited to three minutes per speaker. During a public hearing, the applicant recognized parties shall have ten minutes to make his or her presentations shall be limited to ten minutes each but the time may be extended to permit questioning of the applicant or the applicant's witnesses.~~

- (4) A member of the audience who speaks to the City Commissioner may be questioned for additional information, but Commissioners shall not engage in debate with a member of the audience. Members of the audience may ask questions but may not compel a Commissioner, the City Manager, or the City Attorney to answer questions during a meeting.
- (5) The Chair shall restate all motions before the vote is taken.
- (6) A tie vote shall constitute a continuance of the item to the next regular meeting, but upon a tie vote on the same item at the next meeting, the item shall not be rescheduled except upon the request of the City Manager, the City Attorney, or a Commissioner.
- (7) The failure of a motion stated in the negative shall not be deemed an affirmative action. For example, the failure of a motion to deny shall not constitute an approval.
- (8) During a presentation, the presenter shall have ten minutes to make his or her presentation but the time may be extended to permit questioning of the presenter.

**RULE 7
NON-DEBATABLE MOTIONS**

The following motions are not debatable:

- To adjourn;
- To lay on the table;
- To take from the table;
- To divide a question;
- To close or re-open nominations;
- To take a recess;
- A point of information;
- An appeal of a decision of the Chair;
- The previous question.

**RULE 8
RECONSIDERATION**

287
288 Any member of the Commission may move to reconsider any action of the
289 Commission provided that new relevant information is presented to the Commission
290 and the motion be made by the next regular Commission meeting. No motion to
291 reconsider shall be made more than once on any subject or matter.
292

293 **RULE 9**
294 **COMMISSION MINUTES**
295

296 Copies of the minutes of the regular meetings shall be furnished, when possible, at
297 least ~~five~~^{seven} days prior to the next regular meeting. Such minutes shall stand
298 confirmed at the regular meeting of the Commission without the reading thereof in
299 open meeting unless some inaccuracy or error is pointed out by some member of the
300 Commission present, and in such event, an appropriate correction shall be made.
301 Upon request, the City Manager will cause the City Clerk to provide any Commissioner
302 with access to Commission meeting recordings ~~copies of tapes~~ or transcribed
303 excerpts ~~of tapes~~ of City Commission meetings. No member shall suggest to the City
304 Clerk any revision in minutes of meetings before the same shall have been submitted
305 to the full Commission for approval, unless specifically requested by the Clerk to make
306 clarification.
307

308 **RULE 10**
309 **ADOPTION OF ROBERT'S RULES OF ORDER**
310

311 Robert's Rules of Order, Newly Revised, are adopted as the rules of procedure of the
312 City Commission, but such Rules shall not take precedence over any provision of
313 Florida law, the City Charter, an ordinance or resolution of the City, or these rules,
314 which shall govern in the event of conflict. A failure to comply with Robert's Rules of
315 Order or these rules shall not affect the validity of any action taken by the City
316 Commission.
317

318 **RULE 11**
319 **AMENDMENT OR WAIVER OF RULES**
320

321 These rules of procedure may be amended or waived by a majority vote, provided that
322 no such amendment shall conflict with any applicable provision of Florida law, the City
323 Charter, or an ordinance of the City.
324

325 **RULE 12**
326 **AGENDA PROCEDURES**
327

- 328 (1) Agenda submittal deadline: The deadline for submitting items for inclusion on
329 an agenda shall be no later than 12:00 PM on Friday, 11 days prior to a
330 regularly scheduled Commission meeting.
331
332 (2) Agenda distribution deadline: The deadline for distributing a final agenda with
333 supporting documents shall be no later than Thursday, the week prior to a
334 regularly scheduled City Commission meeting.

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For all special or workshop City Commission meetings, the agendas with supporting documents will be distributed consistent with the timeframe referenced above.

- (3) Amendment to agenda: There shall be no additions ~~changes, revisions or alterations (add-ons)~~ to a distributed City Commission agenda unless the matter is deemed to be an emergency.

In the case of an emergency, any person or City Commissioner requesting an addition to the distributed ~~a change, revision or alteration (add-on)~~ to the City Commission agenda must do so in writing, provide written justification for the emergency within the narrative of an agenda memorandum, and include supporting backup material to the City Manager no later than 5:00 PM the Friday before a regularly scheduled Commission meeting.

The name of the person or City Commissioner requesting the addition ~~change, revision or alteration (add-on)~~ shall be placed with the agenda item to be presented. The written justification and supporting backup material shall be submitted to the City Commission prior to a regularly scheduled Commission meeting.

At the beginning of the City Commission meeting, the City Commission shall review the emergency and, in its discretion, will determine whether it will accept, review and take action on the addition ~~matter~~ requested.

**RULE 13
PRESERVE ORDER**

~~Intentionally deleted and reserved for future consideration. City Commission members shall not accept receipt of, read or place e-mails, text messages, notes, or phone calls during public meetings and executive sessions of the City Commission.~~

**RULE 14
DECORUM FOR CITIZEN PARTICIPATION**

- (a) In support of and respect for an open, fair and informed decision-making process, the City Commission and Administration recognize that:
 - (1) Civil, respectful and courteous discourse and behavior are conducive to the democratic and harmonious airing of concerns and decision making; and
 - (2) Un-civil discourse and/or discourteous and inappropriate behavior have a negative impact on the character and productivity of the decision-making process.

381 (b) In an effort to preserve the intent of open government and maintain a positive
382 environment for citizen input and Commission decision-making, the following Rules of
383 Decorum for Citizen Participation have been established.

384
385 Compliance with these rules is expected and appreciated. The Rules of Decorum for
386 Citizen Participation will be referenced included in the agenda and will be referenced
387 at the beginning of each Commission meeting and Commission Work Session by the
388 Chair. A written list of the Rules of Decorum for Citizen Participation will also be printed
389 and mounted upon the walls of the Commission Chamber and Conference Room and
390 referenced on comment cards utilized upon the speaker's podium in the Commission
391 Chamber.

- 392
- 393 (1) Speakers will conduct themselves in a civil and respectful manner at all times.
 - 394
 - 395 (2) Speakers will address the Chair.
 - 396
 - 397 (3) Questions to Commission members or City staff will be facilitated by the
398 Chair.
 - 399
 - 400 (4) Speakers will refrain from the use of obscene language, "fighting words" likely
401 to incite violence from the individuals(s) to whom the words are addressed or
402 other language that is disruptive to the orderly and fair progress of discussion
403 at the meeting.
 - 404
 - 405 (5) Speakers will refrain from making comments of a personal nature regarding
406 others.
 - 407
 - 408 (6) Name-calling and/or obscenity is forbidden.
 - 409
 - 410 (7) Shouting, yelling or screaming is forbidden.
 - 411
 - 412 (8) Commission Work Session or Public Hearing attendees (audience) will refrain
413 from commenting, shouting, booing, clapping, stomping feet or other
414 inappropriate and/or disruptive behavior. Brief clapping is permissible at the
415 end of a speaker's comments.

416
417 (e) It is the intent of Commission to maintain order and enforce the Rules of Decorum
418 for Citizen Participation for its meetings. Disregard of these rules will be met with
419 the following consequences:

- 420
- 421 (1) The Chair will identify out loud the out-of-compliance behavior and request
422 for the behavior to stop;
 - 423
 - 424 (2) The Chair will ask the speaker to have a seat if he/she continues to disrupt
425 the meeting;
 - 426
 - 427 (3) If the speaker refuses to have a seat, the Chair will recess the meeting; and
428

429 (4) Will instruct a law enforcement officer to instruct the speaker to stop the
430 disruptive conduct and escort the speaker out of the meeting venue.
431

432 **Section 3.** All resolutions in conflict herewith are hereby repealed.
433

434 **Section 4.** This resolution shall become effective upon its adoption.
435

436 The passage of this resolution was moved by Commissioner _____ seconded
437 by _____, and upon being put to a vote, the vote was as follows:
438

- 439 Mayor Betty Resch
- 440 Vice Mayor Herman Robinson
- 441 Commissioner Sarah Malega
- 442 Commissioner Christopher McVoy
- 443 Commissioner Kim Stokes
- 444

445 The Mayor thereupon declared this resolution duly passed and adopted on this
446 18th day of May 2021.
447

448
449 LAKE WORTH BEACH CITY COMMISSION
450

451
452 By: _____
453 Betty Resch, Mayor
454

455 ATTEST:
456
457
458 _____
459 Deborah M. Andrea, CMC, City Clerk

EXECUTIVE BRIEF SPECIAL MEETING #1

AGENDA DATE: May 18, 2021

DEPARTMENT: City Attorney

TITLE:

Resolution No. 26-2021 – Amending the Charter Review Committee membership selection and appointment process

SUMMARY:

At the work session on May 6, 2021, the City Commission discussed amendments to the Charter Review Committee membership selection and appointment process. Resolution No. 26-2021 implements the amendments to the Charter Review Committee.

BACKGROUND AND JUSTIFICATION:

On January 19, 2021, the City Commission adopted Resolution No. 02-2021, which established a Charter Review Committee (“Committee”) and set forth the composition and duties of the Committee. The City Commission at its May 6, 2021 work session expressed its desire to amend the Charter Review Committee membership selection and appointment process. The amendments discussed included: (1) having the City Commission (as a body) appoint the Committee members; (2) receiving applications for Committee membership by no later than May 21, 2021, 12:00 p.m. (noon); (3) holding a special meeting on May 25, 2021 at 4:00 p.m. to interview and appoint the Committee members; and, (4) having previously appointed Committee members withdraw their applications and re-submit for consideration as a Committee member to be appointed by the City Commission as a body.

Through consensus, the City Commission agreed to the aforementioned amendments.

Resolution No. 26-2021 implements the amendments to the Charter Review Committee.

MOTION:

Move to approve / disapprove Resolution No. 26-2021 - Amending the Charter Review Committee membership selection and appointment process.

ATTACHMENT(S):

Fiscal Analysis - N/A
Resolution 26-2021

RESOLUTION NO. 26-2021 OF THE CITY OF LAKE WORTH BEACH, FLORIDA, AMENDING THE CHARTER REVIEW COMMITTEE TO PROVIDE FOR COMMISSION SELECTION AND APPROVAL OF ALL APPOINTMENTS TO THE COMMITTEE AND FOR OTHER PURPOSES; AND PROVIDING FOR REPEAL OF CONFLICTING RESOLUTIONS AND FOR AN EFFECTIVE DATE

WHEREAS, the City Commission for the City of Lake Worth Beach recognizes the necessity of amending sections of the City Charter from time to time to take into account changes in technology, law, financial matters, and other factors which may necessitate or facilitate the need for amendments to the City Charter; and

WHEREAS, on January 19, 2021, the City Commission adopted Resolution No. 02-2021, which established a Charter Review Committee ("Committee") and set forth the composition and duties of the Committee; and

WHEREAS, the City Commission at its May 6, 2021 work session expressed its desire to have the Committee members appointed by the City Commission as a body and not by individual Commission members; and

WHEREAS, the City Commission also expressed its desire to receive applications for Committee membership by no later than May 21, 2021, 12:00 p.m. (noon) and hold a special meeting on May 25, 2021 to interview and appoint the Committee members; and

WHEREAS, two members of the City Commission have made appointments to the Committee, which City Commission members agreed to request that those Committee appointees withdraw their applications and re-submit for consideration as a Committee member to be appointed by the City Commission as a body; and

WHEREAS, the City Commission desires to amend Resolution No. 02-2021 to address the City Commission's above stated desires and agreements; and

WHEREAS, the City Commission has determined that amending Resolution No. 02-2021 as set forth herein is in the best interests of the City and serves a valid public purpose.

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

Section 1. The above recitals are incorporated into this resolution as true and correct findings of the City Commission.

Section 2. The following amendments are made to Resolution No. 02-2021, which established the City's Charter Review Committee (underlined language is added and struck-through language is deleted):

Section 3. Composition of Charter Review Committee. The Charter Review Committee shall consist of five (5) City resident and/or City business owner members appointed by the City Commission as a body. Applications for membership on the Committee shall be submitted to the City Clerk's Office via e-mail to mcoyne@lakeworthbeachfl.gov by no later than 12:00 p.m. (noon) on May 21, 2021. The City Commission will interview and select the Committee members at a special meeting on May 25, 2021 at 4:00 p.m. at City Hall, 7 N. Dixie Highway, Lake Worth Beach, FL 33460. Persons interested in being selected for membership to the Committee are highly encouraged to timely submit their applications and attend the special meeting in person; however, appearance via electronic means is authorized. The Mayor and each Commissioner will recommend a member to be ratified by the entire Commission no later than _____, 202__. Appointed members shall serve without compensation. The appointed members shall serve until the Charter Review Committee submits its recommendation to the City Commission for consideration unless earlier removed by the City Commission. Thereafter, the Charter Review Committee will be automatically dissolved without further action. All Charter Review Committee members shall serve at the pleasure of the City Commission and may be removed at any time by the City Commission. Any vacancy created by the incapacity or resignation of a member shall be promptly filled by the City Commission in writing by the original maker of the appointment without the need for ratification.

Section 4. Objective of Charter Review Committee. The Charter Review Committee shall review the City Charter and provide a recommendation to the City Commission regarding proposed amendments to the City Charter. The Charter Review Committee shall consider proposed amendments which include, but are not limited to, term limits, resign to run restrictions, declarations of emergency, and more detailed procedures on vacancy appointments. The Charter Review Committee's recommendation shall be delivered to the City Clerk within 180 days of its first meeting unless an extension is granted by the City Manager in writing. The City Clerk will place the Charter Review Committee's recommendation on an upcoming City Commission regular meeting agenda. The City Commission shall review the recommendation of the Charter Review Committee and determine if any proposed amendments to the City Charter should be pursued by the City. Ultimately, the timing of any proposed amendment(s) to the Charter will be finalized by ordinance no later than early December 2021 in order to be placed on the March 2022 municipal election ballot by the Palm Beach County Supervisor of Elections.

Section 5. Meetings. The Charter Review Committee shall meet for the purpose organization within thirty (30) days of all members being appointed. The City Clerk shall organize the first meeting of the Charter Review Committee. At the initial meeting, the Charter Review Committee shall elect a Chair from its membership to lead the meetings and elect a Vice-Chair to act in the event the Chair is absent. The Charter Review Committee shall also elect a Secretary from its membership to take and maintain minutes of the Charter Review Committee meetings. The City Attorney will provide Sunshine Law and Public Records training to the Charter Review Committee at its first meeting.

Further meetings of the Charter Review Committee shall be held on the call of the Chair or a majority of the appointed members. All meetings of the Charter Review Committee shall be open to the public with reasonable notice of the date and time of the meetings. All meetings shall be held at City Hall in the Commission Chambers. The Charter Review Committee shall allow public comment at its meetings. Minutes of each meeting shall be taken and maintained by the Secretary. The Secretary shall send a copy of the minutes to the City Clerk for maintaining after the Charter Review Committee is dissolved.

A majority of the appointed members of the Charter Review Committee shall constitute a quorum. No City Charter amendment shall be submitted to the City Commission unless recommended by an affirmative vote of a majority of the appointed members.

The Charter Review Committee will be subject to Florida's Public Records Act, Chapter 119, Florida Statutes, and Florida's Sunshine Law, Section 286.011, Florida Statutes. Unless prohibited by law, the Charter Review Committee may adopt such other rules and procedures for its meetings as it deems desirable.

Section 6. Extraordinary Circumstances. If due to extraordinary circumstances (e.g., continuation of COVID-19 pandemic), the Charter Review Committee may use assistive technology to conduct its meeting without being physically present at City Hall (e.g., conduct the meetings via Zoom). Public comment may also be received via such technology or other format. Notice of such meetings shall identify how the meetings will be conducted and how public comment may be submitted or provided.

Section 7. Assistance. The City Manager, City Clerk, and City Attorney shall assist the Charter Review Committee as needed. Further staff or other professionals may be provided to assist the Charter Review Committee as needed.

Section 8. All members appointed to the Charter Review Committee before the adoption of this resolution are deemed withdrawn and such members are highly encouraged to re-apply for membership pursuant to the terms of this resolution.

Section 9. All resolutions in conflict herewith are hereby repealed.

Section 10. This resolution shall become effective upon its adoption.

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

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

The Mayor thereupon declared this resolution duly passed and adopted on this 18th day of May 2021.

LAKE WORTH BEACH CITY COMMISSION

By: _____
Betty Resch, Mayor

ATTEST:

Deborah M. Andrea, CMC, City Clerk



AGENDA
CITY OF LAKE WORTH BEACH
REGULAR CITY COMMISSION MEETING
CITY HALL COMMISSION CHAMBER
TUESDAY, JUNE 01, 2021 - 6:00 PM

ROLL CALL:

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

PLEDGE OF ALLEGIANCE: led by Commissioner Sarah Malega

AGENDA - Additions / Deletions / Reordering:

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

- A. PBSO update by Captain Todd Baer
- B. Presentation from Lake Worth High School

COMMISSION LIAISON REPORTS AND COMMENTS:

PUBLIC PARTICIPATION OF NON-AGENDAED ITEMS AND CONSENT AGENDA:

APPROVAL OF MINUTES:

- A. Special Meeting - May 18, 2021
- B. Work Session - May 18, 2021

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

- A. Proclamation declaring June 2021 as Gun Violence Awareness Month
- B. Proclamation declaring June 2021 as Pride Month
- C. Test wells 17B and 18B
- D. NRP District 1 year 4 CEI Mock Roos
- E. NRP District 1 year 4 Construction B&B
- F. First Amendment to Standard Agreement for Legal Services with the law firm of Baker, Donelson, Bearman, Caldwell & Berkowitz, PC.

PUBLIC HEARINGS:

UNFINISHED BUSINESS:

NEW BUSINESS:

- A. US-1 Multimodal Corridor Study

- B. FDOT 6th Ave S Easement Subordination
- C. FDOT 6th Ave S Parcel Acquisition
- D. PZB # 21-00900001 - A request by Patricia Ramudo, PE of IBI Group on behalf of Ricardo Hernandez of OAG Investment 5 LLC for consideration of a Mixed Use Urban Planned Development, Development of Significant Impact, Major Site Plan, Conditional Use, Sustainable Bonus Incentive Program, and Transfer of Development Incentive Program to allow for the construction of a 126-unit mixed use development commonly known as “Deco Green” at 1715 North Dixie Highway within the Mixed-Use Dixie Highway (MU-DH) zoning district. The subject property’s PCN is 38-43-44-16-06-014-0010.
- E. PZB # 21-01400002 - A request by WGI, an engineering and land development firm, on behalf of MA Investment Boca, LLC for consideration of a Residential Urban Planned Development, Development of Significant Impact, Major Site Plan, Conditional Use Permit, Transfer of Development Rights, and Sustainable Bonus Incentive Program to allow the construction of 200-unit multi-family development at 3300 Boutwell Road, within the Mixed Use – West (MU-W) zoning district

CITY ATTORNEY'S REPORT:

CITY MANAGER'S REPORT:

ADJOURNMENT:

The City Commission has adopted Rules of Decorum for Citizen Participation (See Resolution No. XX-2021). The Rules of Decorum are posted within the City Hall Chambers, City Hall Conference Room, posted online at: <https://lakeworthbeachfl.gov/government/virtual-meetings/>, and available through the City Clerk’s office. Compliance with the Rules of Decorum is expected and appreciated.

If a person decides to appeal any decision made by the board, agency or commission with respect to any matter considered at such meeting or hearing, he or she will need a record of the proceedings, and that, for such purpose, he or she may need to ensure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is to be based. (F.S. 286.0105)