

**AGENDA
CITY OF LAKE WORTH BEACH
REGULAR CITY COMMISSION MEETING
CITY HALL COMMISSION CHAMBER
TUESDAY, FEBRUARY 18, 2020 -- 6:00 PM**

ROLL CALL:

INVOCATION OR MOMENT OF SILENCE: led by Commissioner Omari Hardy

PLEDGE OF ALLEGIANCE: led by Commissioner Scott Maxwell

AGENDA - Additions / Deletions / Reordering:

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

- A. Proclamation in memory of Deputy Pierre Rouzeau

COMMISSION LIAISON REPORTS AND COMMENTS:

PUBLIC PARTICIPATION OF NON-AGENDAED ITEMS AND CONSENT AGENDA:

APPROVAL OF MINUTES:

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

- A. [Resolution No. 06-2020 – approving an Agreement with the Palm Beach County Supervisor of Elections \(SOE\) for the 2020 election](#)
- B. [Resolution No. 05-2020 supporting the approval of SB182 and HB 6043 to remove the preemption related to single-use plastic bags and polystyrene materials](#)
- C. [Payment of a Fiscal Year 2019 Invoice to Safebuilt for Code Compliance \(Use and Occupancy Inspection\) Services](#)
- D. [Payment of Two Fiscal Year 2019 Invoices to Lawton Connect for Printing Services](#)
- E. [Authorization of payment to Kimley-Horn and Associates, Inc. for Neighborhood Road Program Construction Engineering Inspection services for a Fiscal Year 2018-2019 invoice](#)
- F. [Authorize Drinking Water State Revolving Fund Amendment 2 to Loan Agreement DW501720 for the 2-inch watermain phase 3 replacement project](#)

PUBLIC HEARINGS:

UNFINISHED BUSINESS:

- A. [US-1 Multimodal Corridor Study](#)

NEW BUSINESS:

- A. [Letter of Intent with 1017 Lake Ave, LLC, for The Bohemian](#)

- B. [Ordinance No. 2020-02 - amending Chapter 23 Entitled "Land Development Regulations" of the Code of Ordinances and setting the second reading and public hearing for March 3, 2020](#)

CITY ATTORNEY'S REPORT:

CITY MANAGER'S REPORT:

- A. [Draft Agenda - March 3, 2020](#)

ADJOURNMENT:

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

EXECUTIVE BRIEF REGULAR MEETING

AGENDA DATE: February 18, 2020

DEPARTMENT: City Clerk

TITLE:

Resolution No. 06-2020 – approving an Agreement with the Palm Beach County Supervisor of Elections (SOE) for the 2020 election

SUMMARY:

The Agreement with the SOE makes minor amendments to the 2018 agreement for calendar year 2020. This Agreement requests that these serve on the City's Canvassing Board: City Clerk, or his/her designee; Internal Auditor, or his/her designee and the Palm Beach County Supervisor of Elections.

BACKGROUND AND JUSTIFICATION:

Each year, the City approves a one-year agreement with the SOE for equipment use and election services. This agreement outlines all duties, responsibilities, and fees associated with the SOE assisting in our municipal elections. This year we are able to add our ballot questions to the ballot in the Presidential Preference Primary election. This year too, we are requesting that the SOE serve on the City's Canvassing Board.

MOTION:

Move to approve/disapprove Resolution 06-2020 approving the Agreement with the SOE for calendar year 2020 and designating the members of the City's Canvassing Board to include the SOE.

ATTACHMENT(S):

Fiscal Impact Analysis (since the 2020 is not a Municipal election, the costs will be minimal).
Resolution 06-2020
Agreement

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RESOLUTION NO. 06-2020 OF THE CITY OF LAKE WORTH BEACH, FLORIDA, APPROVING AN AMENDED AGREEMENT FOR VOTE PROCESSING EQUIPMENT USE AND ELECTION SERVICES BY AND BETWEEN THE PALM BEACH COUNTY SUPERVISOR OF ELECTIONS AND THE CITY OF LAKE WORTH BEACH; DESIGNATING THE CITY'S CANVASSING BOARD; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, on November 13, 2018, the City of Lake Worth Beach approved an amended agreement with the Palm Beach County Supervisor of Elections for vote processing equipment use and election services; and

WHEREAS, the Palm Beach County Supervisor of Elections requests all municipalities provide additional language to the agreement; and

WHEREAS, the City of Lake Worth Beach shall conduct its Presidential Preference Primary Election on Tuesday, March 17, 2020, pursuant to the City Charter, Article III, Section 2; and

WHEREAS, the City Commission hereby appoints the City Clerk or designee, Internal Auditor, or designee and The Palm Beach County Supervisor of Elections to serve as members of the City's Canvassing Board; and

WHEREAS, the needed changes have been included in a new amended agreement between the City of Lake Worth Beach and the Palm Beach County Supervisor of Elections.

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

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

Section 2. The new amended agreement for vote processing equipment use and election services by and between the Palm Beach County Supervisor of Elections and the City of Lake Worth Beach is hereby approved and confirmed.

Section 3. The City Commission hereby appoints the City Clerk or designee, Internal Auditor, and The Palm Beach County Supervisor of Elections to serve as members of the City's Canvassing Board for the Presidential Preference Primary Election on Tuesday, March 17, 2020.

Section 4. This resolution shall become effective upon its adoption.

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

- Mayor Pam Triolo
- Vice Mayor Andy Amoroso
- Commissioner Scott Maxwell
- Commissioner Omari Hardy
- Commissioner Herman Robinson

The Mayor thereupon declared this resolution duly passed and adopted this _____ day of February, 2020.

LAKE WORTH BEACH CITY COMMISSION

By: _____
Pam Triolo, Mayor

ATTEST:

Deborah M. Andrea, CMC, City Clerk



Wendy Sartory Link
Palm Beach County Supervisor of Elections

**2020 MUNICIPAL ELECTIONS
VOTE PROCESSING EQUIPMENT USE
AND ELECTIONS SERVICES AGREEMENT**

This Vote Processing Equipment Use and Elections Services Agreement (hereinafter referred to as the “Agreement”) is hereby entered into by and between the **Palm Beach County Supervisor of Elections Office** (hereinafter referred to as “SOE”) and the **City of Lake Worth Beach, Florida** (hereinafter referred to as “MUNICIPALITY”).

WITNESSETH:

WHEREAS, pursuant to Section 101.34, Florida Statutes, SOE is the legal custodian of certified vote processing equipment owned by Palm Beach County, Florida, and is hereby charged with the responsibility for custody and maintenance of said equipment; and,

WHEREAS, MUNICIPALITY desires, or is otherwise statutorily obligated, to conduct an election that requires the use of vote processing equipment to count ballots; and,

WHEREAS, all vote processing equipment requires specially trained and knowledgeable individuals to program, operate and maintain said equipment; and,

WHEREAS, the Palm Beach County Board of County Commissioners has authorized SOE to provide any necessary terms and conditions for the use of such voting equipment; and,

WHEREAS, SOE can provide the necessary personnel to program, operate and maintain said equipment; and,

WHEREAS, MUNICIPALITY hereby acknowledges full responsibility for all applicable requirements under the Florida Election Code and any provision of the City Charter or municipal ordinances which may not be addressed or included in this Agreement.

NOW THEREFORE, in consideration of the premises and of the mutual promises, terms and conditions stated herein, SOE and MUNICIPALITY agree as follows:

ARTICLE 1 – RECITALS

The above recitals are true and correct and incorporated herein.

ARTICLE 2 – AGREEMENT

SOE shall provide MUNICIPALITY such necessary vote processing equipment and election services according to the terms and conditions stated in this Agreement, for the purposes of conducting a Uniform Municipal Election in conjunction with the Presidential Preference Primary Election to be held on March 17, 2020, and a Run-Off Election, if necessary, to be held on March 31, 2020, along with the necessary vote processing equipment and election services to facilitate any early voting sites, polling locations and polling places as may be necessary and agreed upon by the parties.

ARTICLE 3 – OPERATION AND PROGRAMMING SERVICES

3.1 Municipal Services. For each election, MUNICIPALITY shall pay SOE for election operations (Exhibit “A”).

3.2 Vote-By-Mail Ballots. For each election, MUNICIPALITY shall pay SOE for each Vote-By-Mail ballot request processed plus actual postage costs, including Return Postage. MUNICIPALITY shall also pay SOE for each Vote-By-Mail ballot signature verified (Exhibit “A”).

3.3 Repairs. For any election, all maintenance, repairs or other troubleshooting services for vote processing equipment, including any processors or tablets, will be performed exclusively by SOE and such services are included in all stated charges. However, SOE does reserve the right to seek reimbursement from MUNICIPALITY for any repairs or maintenance caused by any neglect or unauthorized acts by any employee or representative of MUNICIPALITY.

ARTICLE 4 – OTHER ELECTION CHARGES

4.1 Precinct Services. For each election, MUNICIPALITY shall pay SOE for precinct preparation and poll worker training (Exhibit “A”).

4.2 Fee Schedule. For each election, MUNICIPALITY shall pay SOE for any other goods or services not specifically provided for in this Agreement but that may be described or listed in the latest Municipal Fee Schedule as distributed to MUNICIPALITY. Where MUNICIPALITY holds elections in conjunction with the Presidential Preference Primary, the Fee Schedule in Exhibit “A” controls. In all other situations, Run-Off Election and Stand-Alone Election Fee Schedules control (Exhibit “B”). MUNICIPALITY agrees that the Municipal Fee Schedule and the prices contained therein are subject to change (Exhibits “A” and “B”), and the SOE agrees to give MUNICIPALITY thirty (30) days prior written notice of any such changes.

4.3 Other. For each election and upon proper notice to MUNICIPALITY, MUNICIPALITY shall pay SOE for any other election services not contemplated herein which may be needed to conduct an orderly election.

ARTICLE 5 – TERM

For each election, the terms of this Agreement begin with ballot layout and conclude when ballots have been processed, election results have been certified, all vote processing equipment has been returned to the SOE’s warehouse and an audit, if applicable, has been completed. In the event of an election contest or challenge, SOE agrees to cooperate in providing any public records which the SOE maintains or otherwise controls.

ARTICLE 6 – APPLICABLE REQUIREMENTS OF FLORIDA’S ELECTION CODE

MUNICIPALITY shall properly call the election in accordance with any Florida Statutes, applicable charter provisions or city ordinances. MUNICIPALITY agrees that the Municipal Clerk is responsible for the conduct of the city’s elections and for ensuring compliance with all applicable Florida Statutes, including the Florida Election Code and any municipal charter provisions and ordinances. Any obligations or duties not set forth in this Agreement shall be the sole responsibility of MUNICIPALITY.

ARTICLE 7 – NOTICE AND ADVERTISEMENT OF ELECTIONS

7.1 Uniform Municipal Election in Conjunction with Presidential Preference Primary Elections. SOE shall prepare and arrange for publication of all legal advertising required by state and federal statutes, municipal charter and municipal ordinances, provided that MUNICIPALITY shall make SOE aware of all publications required by MUNICIPALITY’S charter or ordinances. SOE agrees that all advertisements of elections conducted in Palm Beach County shall be published in both English and Spanish and that SOE shall be responsible for the accurate and complete translation of any such notices.

7.2 Run-Off Election. In the event of a run-off election, MUNICIPALITY shall prepare and arrange for publication of all legal advertising required by state and federal statutes, city charter and city ordinances. MUNICIPALITY agrees that all advertisements of elections conducted in Palm Beach County shall be published in both English and Spanish and that MUNICIPALITY shall be responsible for the accurate and complete translation of any such notices. SOE shall, if available, provide samples of required advertising upon request.

ARTICLE 8 – QUALIFYING OF CANDIDATES

MUNICIPALITY may provide qualifying packets to candidates. MUNICIPALITY shall accept and process all qualifying papers and fees. For audio ballots, MUNICIPALITY shall collect pronunciation guides from candidates at the time of qualifying and shall submit them to SOE at the close of qualifying.

If petitions are part of qualifying process, MUNICIPALITY shall pay SOE Ten Cents (\$.10) per name, or such other amount as determined per Florida Statutes or the Florida Administrative Code, checked to verify any signatures on qualifying petitions. SOE agrees to verify any signatures for any qualifying petitions timely submitted by MUNICIPALITY in the order such petitions are received.

In no event shall SOE issue any recommendations or make any legal determinations as to the qualifications of eligibility of any candidate for municipal office.

ARTICLE 9 – PRINTING OF BALLOTS AND BALLOT SERVICES

9.1 Uniform Municipal Election in Conjunction with Presidential Preference Primary Election.

SOE shall place an order for sufficient quantity of Election Day ballots with a third-party printer as selected exclusively by SOE. MUNICIPALITY shall reimburse SOE for payment to printer. MUNICIPALITY shall pay SOE a per-ballot fee for each Vote-By-Mail ballot printed that is not otherwise being printed by SOE for the Presidential Preference Primary, including any additional pages required for MUNICIPALITY’S races or questions.

MUNICIPALITY shall furnish, immediately upon the conclusion of the qualifying period, all ballot information in English, Spanish and Creole, including the name of the candidates as they are to appear on the ballot, the name of the Municipality, the name of the election, the title of office or referendum title, explanation, and questions.

SOE agrees to provide the layout of the ballot(s) based on the information furnished by MUNICIPALITY and deliver ballot layout to the approved printer. Both SOE and MUNICIPALITY must sign off on ballot proof(s).

MUNICIPALITY shall be responsible for providing all necessary translations of ballots, in accordance with Section 203 of the Voting Rights Act, as well as Creole translations for the ExpressVote machine.

Once test ballots are received from the printer, SOE will test all vote processing equipment in accordance with the standards established by the Florida Division of Elections and any applicable Florida Statutes. Upon receipt of the printed ballots from the printer, SOE shall receive, securely store and account for all ballots until disbursed to poll workers. SOE shall also control and limit all access to un-voted ballots while in possession of SOE.

9.2 Run-Off Election.

In the event of a run-off election, MUNICIPALITY will be responsible for providing all information stated in 9.1. MUNICIPALITY will again be responsible for providing any additional translations and must again approve ballot content and layout prior to printing. SOE shall provide MUNICIPALITY a run-off ballot in a format which MUNICIPALITY may use for advertising purposes.

MUNICIPALITY will be responsible for reimbursing SOE for any and all costs incurred (Exhibit "B").

ARTICLE 10 – POLL WORKERS

10.1 Selection and Training of Poll Workers. SOE will select poll workers from a group of trained poll workers. SOE will assign standby poll workers to be available on Election Day. SOE will train all poll workers in accordance with the Florida Election Code and other guidelines, procedures or regulations as followed or adopted for the conduct of elections in Palm Beach County. The clerk for MUNICIPALITY, or a representative, shall be in attendance for poll worker training sessions. Poll workers shall undergo job specific training and complete required number of training hours as specified by SOE poll worker department management. All necessary supplies and ballots will be provided by SOE and stored in precinct cabinets or transported in poll worker clerk bags.

10.2 Uniform Municipal Election in Conjunction with Presidential Preference Primary Election. SOE shall pay poll workers directly for their services.

10.3 Run-Off Election. In the event of a run-off election, MUNICIPALITY shall pay poll workers directly for their services (Exhibit "B").

ARTICLE 11 – SELECTION OF POLLING PLACES

SOE shall provide a list of Polling Place(s) intended for use as a voting location. Each location shall meet necessary Americans with Disabilities Act (ADA) requirements. In the event of a run-off election, MUNICIPALITY shall provide ADA compliant Polling Places.

ARTICLE 12 – SAMPLE BALLOTS

12.1 Uniform Municipal Election in Conjunction with Presidential Preference Primary Election.

SOE shall determine, check and deliver sample ballot layout to third-party vendor for distribution to registered voters. MUNICIPALITY shall review the sample ballot(s) and confirm the accuracy of the election date, office, candidate name(s), polling locations, polling places and all other information contained therein. SOE shall coordinate the mailing of the sample ballots to all registered voters in the municipality prior to the election, including accurate polling place information (Exhibit “A”).

12.2 Run-Off Election.

In the event of a run-off election, SOE *shall not* create or mail sample ballots.

ARTICLE 13 – VOTE-BY-MAIL BALLOTS

MUNICIPALITY shall refer all requests for Vote-By-Mail ballots to SOE. Unless MUNICIPALITY or the Clerk for MUNICIPALITY provides written direction to the contrary, SOE agrees to accept all requests for Vote-By-Mail ballots by telephone, mail, email or in person. SOE also agrees to mail Vote-By-Mail and overseas ballots as requested by registered voters, receive and securely store any voted Vote-By-Mail ballots, verify the signatures on any returned voted Vote-By-Mail ballot certificates, and account for all Vote-By-Mail ballots.

SOE may begin processing Vote-By-Mail ballots prior to Election evening, pursuant to Florida Statute 101.68.

In the event of a run-off election for which the SOE is not a member of the canvassing board, a member of the municipality canvassing board must be present for openings, duplications and tabulations.

ARTICLE 14 – TRANSPORTATION OF ELECTIONS EQUIPMENT AND SUPPLIES

14.1 Uniform Municipal Election in Conjunction with Presidential Preference Primary Election.

SOE will be responsible for delivery and pick up of any vote processing equipment. Election equipment will be delivered by SOE, or a third party representative of SOE on an agreed upon date, up to eight (8) days prior to the election. SOE, or a third party representative of SOE, will pick up voting equipment on an agreed upon date. SOE shall have full discretion and authority to hire and employ any outside third parties to assist with or perform delivery and pick up of voting equipment (Exhibit “A”).

14.2 Run-Off Election.

SOE will maintain responsibility for transportation of equipment and supplies as stated in 14.1. MUNICIPALITY shall reimburse SOE for any and all costs incurred for equipment delivery and pickup (Exhibit “B”).

14.3 MUNICIPALITY is not permitted to deliver any election equipment.

ARTICLE 15 – LOCATION AND STORAGE OF VOTING EQUIPMENT

All voting equipment shall be stored, maintained and located in a well-protected, secure, temperature-controlled, indoor room or facility. Once the voting equipment is delivered to a voting site, no equipment shall be relocated without the prior written approval of SOE.

ARTICLE 16 – CANVASSING OF ELECTION RESULTS

16.1 Uniform Municipal Election in Conjunction with Presidential Preference Primary Election. SOE shall schedule and coordinate the date on which the Canvassing Board is to assemble to canvass the results of the election. SOE shall notice and advertise, as needed, the dates of any canvassing board meetings. SOE shall convene the Canvassing Board to determine which voted Vote-By-Mail ballots are to be tabulated. SOE shall provide for collection of results from each precinct.

16.2 Run-Off Election. In the event of a run-off election, MUNICIPALITY shall schedule and coordinate the date on which MUNICIPALITY’S Canvassing Board is to assemble to canvass the results of the election. If applicable, MUNICIPALITY shall coordinate for the use of SOE facilities to conduct the Canvassing Board activities. MUNICIPALITY shall notice and advertise in both English and Spanish, as needed, the dates of any Canvassing Board meetings. MUNICIPALITY shall convene the Canvassing Board to determine which voted Vote-By-Mail ballots are to be tabulated. MUNICIPALITY shall provide for collection of results from each precinct (See Exhibit “B”).

ARTICLE 17 – AUDITS

MUNICIPALITY agrees to pay SOE for any additional costs as may be necessary, including overtime expenses, for conducting the audit.

ARTICLE 18 – POST-ELECTION RECORDS RETENTION

SOE shall process affirmation forms and sort, inventory, and pack all election materials for pickup by SOE for retention and disposition. SOE shall store or cause to be stored all necessary election records and ballots until expiration of retention period as prescribed by applicable Florida Statutes and Rules.

ARTICLE 19 – VOTER HISTORY

MUNICIPALITY and SOE will make mutually acceptable arrangements for recording voter history. The date selected for undertaking this activity may occur subsequent to the conclusion of all election dates and outside of the terms of this Agreement but both parties agree to work toward recording voter history in a timely manner.

ARTICLE 20 – OTHER NECESSARY COSTS

Any additional costs or fees that may be incurred by SOE in compliance with the Florida Election Code and as a direct result of a municipal election, that are not specified in this Agreement, shall be paid for by MUNICIPALITY at rates and fees as established by SOE. Examples of such additional costs or reimbursements include, but are not limited to, the following:

- A. Recounts. Any expenditure for conducting a recount, including any overtime expenses for reprogramming voting equipment, and other expenses as may be necessary to conduct a recount; and,
- B. Attorneys' Fees and Costs. Actual attorneys' fees and costs incurred by SOE for research or representation on any election-related matter shall be invoiced by SOE for reimbursement by MUNICIPALITY.

ARTICLE 21 – HOLD HARMLESS COVENANT

If a third party files an election contest or similar legal action in connection with, related to or as a result of the municipal election referenced in this Agreement and the SOE is named in the contest or similar legal action, the MUNICIPALITY shall be responsible for defending (or providing a separate defense for, or, at SOE's option, paying for an attorney selected by SOE) the SOE, its officers and employees and the MUNICIPALITY shall be responsible for all costs and expense of such defense including without limitation being responsible for the reasonable attorney's fees, court costs and related expenses of the SOE (at all trial and appellate levels).

To the extent permitted by law, the Municipality shall indemnify, hold harmless and defend the SOE, its officers and employees from and against any and all causes of action, demands, claims, losses, liabilities and expenditures of any kind, including attorney's fees, court costs and expense (at all trial and appellate levels), raised or asserted by any person or entity not a party to this Agreement and caused or alleged to be caused, in whole or in part, by any negligent act or omission of the City, its officers or employees arising from or related to this Agreement, and to the extent permitted by law, SOE shall indemnify, hold harmless and defend MUNICIPALITY, its officers and employees (or at MUNICIPALITY's option, pay for an attorney selected by MUNICIPALITY) from and against any and all causes of action, demands, claims, losses, liabilities and expenditures of any kind, including attorney's fees, court costs and expense (at all trial and appellate levels), raised or asserted by any person or entity not a party to this Agreement and caused or alleged to be caused, in whole or in part, by any negligent act or omission of SOE, its officer or employees arising from or related to this Agreement.

The foregoing provisions shall not be construed as an agreement by the MUNICIPALITY or SOE to be responsible for, indemnify, hold harmless or defend the other party, its officers and employees from any negligent act or omission of the other party, its officers and employees. Further, the foregoing shall not be construed as a waiver of the SOE's or the MUNICIPALITY's rights to sovereign immunity (including the rights and limitations under section 768.28, Florida Statutes), nor as consent by the SOE or the MUNICIPALITY to be sued by a third party. There are no third party beneficiaries to this Agreement. The obligations of this Article shall survive the expiration or earlier termination of this Agreement.

ARTICLE 22 – ENTIRETY AND AMENDMENTS

The Agreement embodies this entire agreement between SOE and MUNICIPALITY and supersedes all prior agreements and understandings relating to the conduct of elections. No modification, amendment or alteration to this Agreement shall be effective of binding unless

submitted in writing and executed by the duly authorized representatives of both SOE and MUNICIPALITY.

ARTICLE 23 – EFFECTIVE DATE

The effective date of this Agreement shall be the latest date of execution by duly authorized representatives of SOE and MUNICIPALITY as shown on the signature page hereto.

IN WITNESS WHEREOF, we, the undersigned, do hereby state that we have the authority to bind and obligate as promised herein, SOE and MUNICIPALITY for purposes of executing this agreement on the dates set forth below.

Signature

Wendy Sartory Link

Name (Printed or Typed)

Palm Beach County Supervisor of Elections

Title

Date

Witness Signature

Witness Name (Printed or Typed)

Signature

Pam Triolo

Name (Printed or Typed)

Mayor

Title

Date

Witness Signature

Witness Name (Printed or Typed)

EXHIBIT “A”

Palm Beach County Supervisor of Elections
Schedule of Municipal Election Fees
Presidential Preference Primary and Municipal Elections
Tuesday, March 17, 2020

Standard Operation and Programming	
Polling Place Operations	
Ballot Preparation and Printing	
Vote-By-Mail (VBM) Ballot Requests and Postage	
Post-Election Reporting and Audit	
Service Center Operations and Tabulation	
Total	\$500.00
VBM Services Other Than Required for PPP	
VBM Ballot Services	\$5.04/Ballot
VBM Ballot Return Postage Fees	TBD
Unanticipated Costs	TBD

EXHIBIT “B”

Palm Beach County Supervisor of Elections
Schedule of Municipal Run-Off Election Fees
Presidential Preference Primary and Municipal Elections
Tuesday, March 31, 2020

General Municipal Run-Off Election Services	Estimated Costs
Vote-by-Mail Ballot Services	\$5.04/Ballot
Run-Off Election Day Services	\$3,550.46
Precinct Services	\$139.46
Delivery and Pickup of Equipment	TBD
Ballot Printing	TBD
Poll Worker Salaries	TBD
Translation and Recording of Audio Ballot	TBD
VBM Return Postage Fees	TBD

*Itemized invoices will be provided in the event of a run-off election.

EXECUTIVE BRIEF REGULAR MEETING

AGENDA DATE: February 18, 2020

DEPARTMENT: City Commission

TITLE:

Resolution No. 05-2020 supporting the approval of SB182 and HB 6043 to remove the preemption related to single-use plastic bags and polystyrene materials

SUMMARY:

SB 182 and HB 6043 remove the preemption related to single-use plastic bags and polystyrene materials.

BACKGROUND AND JUSTIFICATION:

On June 11, 2019, the Town of Palm Beach Town Council adopted Ordinance No. 24-2019, to prohibit the use of expanded polystyrene containers and single-use carry out plastic bags within the corporate limits of their town. In the weeks following the approval of the ordinance, the Town received a letter from the Florida Retail Federation and Florida Restaurant & Lodging Association requesting the Town to repeal the Ordinance based upon the regulation of plastic bags and polystyrene under Florida Statutes, Ch. 403.7033 and Ch. 500.90 (a similar letter was sent to multiple municipalities in our state also attempting to regulate single use plastic.) At the August 14, 2019 Palm Beach Town Council meeting, Emergency Ordinance No. 37-2019 was requested to repeal the previously approved ban to comply with preemptive state statute. At the October 10, 2019 meeting, Resolution 122-2019 was adopted to strongly encourage the State Legislature to approve Senate Bill 182 and now House Bill 6043 to remove preemption related to single-use plastic bags and polystyrene materials. The City of Lake Worth Beach supports the Town of Palm Beach and strongly encourages the state legislature to approve SB182 and HB6043 in repealing the preemption of local laws in regards to single use plastic and polystyrene materials.

MOTION:

Move to approve/disapprove Resolution 05-2020 supporting the approval of SB182 and HB 6043 to remove the preemption related to single-use plastic bags and polystyrene materials.

ATTACHMENT(S):

Fiscal Impact Analysis N/A
Resolution 05-2020

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RESOLUTION NO. 05-2020 OF THE CITY COMMISSION OF THE CITY OF LAKE WORTH BEACH, FLORIDA, ENCOURAGING THE STATE LEGISLATURE TO APPROVE SB182 AND HB6043 IN REPEALING THE PREEMPTION OF LOCAL LAWS IN REGARDS TO SINGLE USE PLASTIC AND POLYSTYRENE MATERIALS DIRECTING CITY ADMINISTRATION TO TRANSMIT A COPY OF THIS RESOLUTION; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

11 WHEREAS, SB 182 is an act relating to the preemption of recyclable and 2 polystyrene
12 materials; amending s. 403.7033, F.S.; 3 deleting preemptions of local law relating to the
13 4 regulation of auxiliary containers, wrappings, or 5 disposable plastic bags; amending s.
14 500.90, F.S.; 6 repealing the preemption of local laws regarding the 7 use or sale of
15 polystyrene products to the Department 8 of Agriculture and Consumer Services; and
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17 WHEREAS, HB 6043 is an act relating to the preemption of recyclable and 2 polystyrene
18 materials; amending s. 403.7033, F.S.; 3 removing the prohibition of local laws relating to
19 the 4 regulation of auxiliary containers, wrappings, and 5 disposable plastic bags;
20 repealing s. 500.90, F.S., 6 relating to the preemption of local laws relating to 7 the use
21 or sale of polystyrene products to the 8 Department of Agriculture and Consumer
22 Services; and
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24 WHEREAS, The City of Lake Worth Beach together with other local municipalities is
25 diligent in its efforts to preserve the beautiful environment that supports the tourism
26 industry which is so vital to the economy of Palm Beach County and the State of Florida;
27 and

28 WHEREAS, plastic bags and polystyrene create the potential for death of land and
29 marine animals through entanglement and ingestion; and

30 WHEREAS, the City Commission believes the adoption SB 182 and HB 6043 to repeal
31 the preemption of local laws in regards to single use plastic and polystyrene materials
32 would be in the best interests of the residents and businesses of the City of Lake Worth
33 Beach and the State of Florida.

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

36 Section 1. The foregoing "WHEREAS" clauses are hereby ratified and confirmed as
37 being true and correct and are incorporated herein by this reference.

38 Section 2. The City Commission of the City of Lake Worth Beach urges all members
39 of the Florida Legislature to support the adoption SB 182 and HB 6043 in repealing the
40 preemption of local laws in regards to single use plastic and polystyrene materials.

41 Section 3. The City Commission further directs City Administration to transmit a copy

42 of this resolution to the Palm Beach County League of Cities, the Florida League of Cities,
43 the Palm Beach County Legislative Delegation and any other interested parties.

44 Section 4. All resolutions or parts of resolutions in conflict herewith, be and the same
45 are repealed to the extent of such conflict.

46 Section 5. If any section, sentence, clause or phrase of this resolution is held to be
47 invalid or unconstitutional by any court of competent jurisdiction, then said holding shall
48 in no way affect the validity of the remaining portions of this Resolution.

49 Section 6. This resolution shall become effective immediately upon its passage.
50

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

- 54 Mayor Pam Triolo
- 55 Vice Mayor Andy Amoroso
- 56 Commissioner Scott Maxwell
- 57 Commissioner Omari Hardy
- 58 Commissioner Herman Robinson

59
60 The Mayor thereupon declared this resolution duly passed and adopted this day
61 of February, 2020.
62

63 LAKE WORTH BEACH CITY
64 COMMISSION

65
66 By: _____
67 Pam Triolo, Mayor
68

69 ATTEST:

70
71
72 _____
73 Deborah M. Andrea, CMC, City Clerk
74

EXECUTIVE BRIEF REGULAR MEETING

AGENDA DATE: February 18, 2020 – Regular Meeting **DEPARTMENT:** Community Sustainability

TITLE:

Payment of a Fiscal Year 2019 Invoice to Safebuilt for Code Compliance (Use and Occupancy Inspection) Services

SUMMARY:

Authorization for payment of an outstanding invoice to Safebuilt for professional services (Use and Occupancy inspections) provided in Fiscal Year 2019 but were not paid prior to the closure of the accounts for the fiscal year.

BACKGROUND AND JUSTIFICATION:

During Fiscal Year 2019, Safebuilt provided services to the Department of Community Sustainability/Code Compliance division under an approved service contract. Though the services were approved and provided in Fiscal Year 2019, the invoices for said services were not paid prior to the Fiscal Year 2019 books being closed. As such, the payment for the services requires authorization of the use of Fiscal Year 2020 funds to cover the expenditures.

The item provides for the necessary authorization by the City Commission to utilize Fiscal Year 2020 funds in the amount of \$19,305.00 to cover the expenses incurred and services received in Fiscal Year 2019.

MOTION:

Move to approve/disapprove – Authorization of the use of Fiscal Year 2020 funds to pay for expenditures and services incurred in Fiscal Year 2019

ATTACHMENT(S):

Fiscal Impact Analysis

Invoice

FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2020	2021	2022	2023	2024
Capital Expenditures	0	0	0	0	0
Operating Expenditures	\$19,305	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	 \$19,305	 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	FY20 Budget	Current Balance	Agenda Expenditure	Balance
001-2040-515.34-50	Professional Services/Other		\$112,500	\$49,850	\$19,305	\$30,545

Due to this invoice not being anticipated within the FY 2020 budget for this account, staff will be processing a budget amendment in March to ensure adequate funds to cover the FY 2020 contract expenses.

C. Department Fiscal Review:_____



CITY OF LAKE WORTH
Lori Milano
1900 2nd Avenue North
Lake Worth, FL 33461

Invoice number 71975
Date 09/30/2019

Project **1800847001 CITY OF LAKE WORTH**

Billing period through September 30, 2019

PM: Thomas Walsh

CODE ENFORCEMENT SERVICES

Professional Fees

	Date	Hours	Rate	Billed Amount
Code Enforcement Officer				
Cornell Nichols				
Code Enforcement				
	09/04/2019	8.00	65.00	520.00
	09/05/2019	8.00	65.00	520.00
	09/06/2019	8.00	65.00	520.00
	09/09/2019	8.00	65.00	520.00
	09/10/2019	8.00	65.00	520.00
	09/11/2019	6.00	65.00	390.00
	09/12/2019	8.00	65.00	520.00
	09/13/2019	8.00	65.00	520.00
	09/16/2019	6.00	65.00	390.00
	09/17/2019	8.00	65.00	520.00
	09/18/2019	8.00	65.00	520.00
	09/19/2019	8.00	65.00	520.00
	09/20/2019	8.00	65.00	520.00
	09/23/2019	8.00	65.00	520.00
	09/24/2019	8.00	65.00	520.00
	09/25/2019	8.00	65.00	520.00
	09/26/2019	8.00	65.00	520.00
	09/27/2019	8.00	65.00	520.00
	09/30/2019	8.00	65.00	520.00
	Subtotal	148.00		9,620.00
Sheldon Lawrence				
Code Enforcement				
	09/04/2019	7.00	65.00	455.00
	09/05/2019	8.00	65.00	520.00
	09/06/2019	6.00	65.00	390.00
	09/09/2019	8.00	65.00	520.00
	09/10/2019	8.00	65.00	520.00
	09/11/2019	8.00	65.00	520.00
	09/12/2019	8.00	65.00	520.00

CODE ENFORCEMENT SERVICES

Professional Fees

	Date	Hours	Rate	Billed Amount
Code Enforcement Officer				
Sheldon Lawrence				
Code Enforcement				
	09/13/2019	8.00	65.00	520.00
	09/16/2019	8.00	65.00	520.00
	09/17/2019	8.00	65.00	520.00
	09/18/2019	8.00	65.00	520.00
	09/19/2019	8.00	65.00	520.00
	09/20/2019	8.00	65.00	520.00
	09/23/2019	8.00	65.00	520.00
	09/24/2019	8.00	65.00	520.00
	09/25/2019	8.00	65.00	520.00
	09/26/2019	8.00	65.00	520.00
	09/27/2019	8.00	65.00	520.00
	09/30/2019	8.00	65.00	520.00
	Subtotal	149.00		9,685.00
Phase subtotal				19,305.00
			Invoice total	19,305.00

Aging Summary

Invoice Number	Invoice Date	Outstanding	Current	Over 30	Over 60	Over 90	Over 120
03312019LAKEW-1	03/31/2019	20,800.00					20,800.00
71975	09/30/2019	19,305.00	19,305.00				
	Total	40,105.00	19,305.00	0.00	0.00	0.00	20,800.00

Please remit payment to:
 866 Ponce de Leon Blvd
 2nd Floor
 Coral Gables, Florida 33134

EXECUTIVE BRIEF REGULAR MEETING

AGENDA DATE: February 18, 2020

DEPARTMENT: Community Sustainability

TITLE:

Payment of Two Fiscal Year 2019 Invoices to Lawton Connect for Printing Services

SUMMARY:

Authorization for payment of two (2) outstanding invoices to Lawton Connect for printing services provided in Fiscal Year 2019 but were not paid prior to the closure of the accounts for the fiscal year.

BACKGROUND AND JUSTIFICATION:

During Fiscal Year 2019, two purchase orders for printing services from Lawton Connect were approved on behalf of the Economic Development Division. One purchase order covered the printing of the City's formal Strategic Plan document. The other included the publication of development incentive pocket folders for City's promotion of its economic incentives to private investment. Though the services were approved and provided in Fiscal Year 2019, the invoices for said services were not paid prior to the Fiscal Year 2019's books being closed. As such, the payment for the services requires authorization of the use of Fiscal Year 2020 funds to cover the expenditures.

The item provides for the necessary authorization by the City Commission to utilize Fiscal Year 2020 funds in the amount of \$5,277.35 to cover the expenses incurred and services received in Fiscal Year 2019.

MOTION:

Move to approve/disapprove – Authorization of the use of Fiscal Year 2020 funds to pay for expenditures and services incurred in Fiscal Year 2019

ATTACHMENT(S):

Fiscal Impact Analysis

Invoices

FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2020	2021	2022	2023	2024
Capital Expenditures	0	0	0	0	0
Operating Expenditures	\$5,277.35	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	 \$5,277.35	 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	FY20 Budget	Current Balance	Agenda Expenditure	Balance
001-2010-515.47-00	Printing & Binding		\$3,000	\$1,327.47	\$1,000	\$327.47
001-2070-559.47-00	Printing & Binding		\$2,500	\$2,500	\$1,500	\$1,000.00
001-2070-559.48-00	Promotional Activities		\$2,500	\$2,500	\$1,777.35	\$722.65
001-1020-512.47-00	Printing & Binding		\$2,000	\$2,123.42	\$1,000	\$1,123.42

C. Department Fiscal Review: _____

LAWTON CONNECT

649 TRIUMPH COURT ORLANDO, FL 32805
407-260-0400 LAWTONCONNECT.COM

City of Lake Worth
Dolores Key
7 N Dixie Hwy
Lake Worth, FL 33460-3787

C5762: City of Lake Worth

CUSTOMER PO	INVOICE NUMBER
180923	35896

PROJECT
LWB Strategic Booklet - 16 Page + 6 Page Cover

INVOICE DATE	PAYMENT DUE	TERMS
Sep 09, 2019	Oct 09, 2019	Net 30 Days

SHIP TO
CLW MUNICIPAL WAREHOUSE 1900 2nd Avenue North Lake Worth, FL 33461-4204 US (561) 586-1793

SALESPERSON	ORDERED BY	SHIP DATE	SHIPPING METHOD
Greg Orlando (Quote 28876.1)	Dolores Key	Sep 09, 2019	LTL

#	ORDER DESCRIPTION	ORDER TYPE	QTY	AMOUNT
1	4/4 LWB Strategic Booklet - 16 Page + 6 Page Cover 7.000 x 7.000 inches 80# Gloss Cover 23 x 29 MEMO: COVER FORM	PRINTED ITEM	2,500	1216.26
2	4/4 LWB Strategic Booklet - 16 Page + 6 Page Cover 7.000 x 7.000 inches 100# Gloss Text 23 x 29 4 sheets per set MEMO: TEXT FORM	PRINTED ITEM	2,500	2029.04

LTL 4203620481					
				Items	\$3,245.30
				Subtotal	\$3,245.30
				Tax	\$0.00
				S & H	\$0.00
				Total	\$3,245.30
				Payments	\$0.00
				Amount Due	\$3,245.30

LAWTON CONNECT

649 TRIUMPH COURT ORLANDO, FL 32805
407-260-0400 LAWTONCONNECT.COM

City of Lake Worth
Dolores Key
7 N Dixie Hwy
Lake Worth, FL 33460-3787

C5762: City of Lake Worth



CUSTOMER PO	INVOICE NUMBER
180924	35898

PROJECT
Mini Pocket Folders

INVOICE DATE	PAYMENT DUE	TERMS
Sep 09, 2019	Oct 09, 2019	Net 30 Days

SHIP TO
CLW MUNICIPAL WAREHOUSE 1900 2nd Avenue North Lake Worth, FL 33461-4204 US (561) 586-1793

SALESPERSON	ORDERED BY	SHIP DATE	SHIPPING METHOD
Greg Orlando (Quote 28871.1)	Dolores Key	Sep 09, 2019	LTL

#	ORDER DESCRIPTION	ORDER TYPE	QTY	AMOUNT
1	4/4 Mini Pocket Folders 4.500 x 10.000 inches 120# Gloss Cover 23 x 35  	PRINTED ITEM	1,000	2032.05
LTL 4203620481				
				Items \$2,032.05 Subtotal \$2,032.05 Tax \$0.00 S & H \$0.00 Total \$2,032.05 Payments \$0.00 Amount Due \$2,032.05

Please review the Terms and Conditions on our website at <http://lawtonconnect.com/contact/terms-and-conditions/>.

EXECUTIVE BRIEF REGULAR MEETING

AGENDA DATE: February 18, 2020 – Regular Meeting

DEPARTMENT: Water Utilities/
Public Works

TITLE:

Authorization of payment to Kimley-Horn and Associates, Inc. for Neighborhood Road Program Construction Engineering Inspection services for a Fiscal Year 2018-2019 invoice

SUMMARY:

The Authorization provides for payment to Kimley-Horn and Associates, Inc. for Neighborhood Road Program Construction Engineering Inspection services for a Fiscal Year 2018-2019 invoice in the amount not to exceed \$20,313.67

BACKGROUND AND JUSTIFICATION:

Kimley-Horn and Associates, Inc. provided construction engineering inspection services with their subconsultant ADA Engineering on the District 3 Year 1 Neighborhood Road Program construction project under a contract from RFQ 17-300. It was brought to the City's attention that there was an unpaid invoice for services in late 2017 through middle of 2018. This is a prior year invoice and cannot be expended with current year funding without the approval of the City Commission.

MOTION:

Move to approve/disapprove authorization to pay Kimley-Horn and Associates, Inc. for an outstanding FY 2018-2019 invoice in the amount of \$20,313.67.

ATTACHMENT(S):

Fiscal Impact Analysis
Invoice

FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2020	2021	2022	2023	2024
Capital Expenditures	\$20,313.67	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	\$20,313.67	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	FY20 Budget	Current Balance	Agenda Expenditure	Balance
308-5020-519.63-15	Improve Other Than Build	NR 1703			\$16,657.21	
422-7034-533.63-60	Improve Other Than Build	NR 1703			\$3,656.46	

C. Department Fiscal Review: _____

Brian Shields – Director

Candace Dale – Finance

Christy Goddeau – Legal

Michael Bornstein – City Manager

CITY OF LAKE WORTH, FL
 ATTN: RICHARD C. HASKO, PE
 7 NORTH DIXIE HIGHWAY
 LAKE WORTH, FL 33460

Invoice No: 14726160R
 Invoice Date: Aug 31, 2019
 Invoice Amount: \$20,313.67
 Project No: 140503002.3
 Project Name: D3 YR 1 CONST PHASE
 Project Manager: MUFLEH, MARWAN
 Client Reference: RFQ NO.17-300
 177378

Please send payments to:
 KIMLEY-HORN AND ASSOCIATES, INC.
 P.O. BOX 932520
 ATLANTA, GA 31193-2520

For Services Rendered through Aug 31, 2019

Federal Tax Id: 56-0885615

COST PLUS MAX

Description	Amount Billed to Date	Previous Amount Billed	Current Amount Due
LABOR	4,087.50	4,050.00	37.50
RON CHARTER	7,387.50	7,387.50	0.00
ADA ENGINEERING	125,595.00	105,318.83	20,276.17
Subtotal	137,070.00	116,756.33	20,313.67
Total COST PLUS MAX			20,313.67

Total Invoice: \$20,313.67

Fees for District 3 Year 1 Construction Engineering Inspection, PN NR 1703.
 Invoice oversight by Consultant (time invoiced has been verified via inspection reports)

Original PO # 177378

PO Balance at close out: \$20,313.67

Funding allocations for original PO:


Bond	Acct. #308-5020-519.63-15, Amt. \$16,657.21
Water	Acct. #402-7034-533.63-60, Amt. \$ 3,656.46
Total	\$20,313.67

Recommend Approval

 Date: 2020.01.28
 11:16:28 -05'00'



Digitally signed
 by Felipe Lofaso
 Date:
 2020.01.28
 11:34:30 -05'00'

 Julie Parham
 2020.01.28
 11:26:09
 -05'00'

CITY OF LAKE WORTH, FL
 ATTN: RICHARD C. HASKO, PE
 7 NORTH DIXIE HIGHWAY
 LAKE WORTH, FL 33460

Invoice No: 14726160R
 Invoice Date: Aug 31, 2019
 Project No: 140503002.3
 Project Name: D3 YR 1 CONST PHASE
 Project Manager: MUFLEH, MARWAN

COST PLUS MAX

Task	Description	Hrs/Qty	Rate	Current Amount Due
ADA ENGINEERING	SUBCONSULTANTS			20,276.17
TOTAL ADA ENGINEERING				20,276.17
LABOR	SUPPORT STAFF	0.5	75.00	37.50
TOTAL LABOR		0.5		37.50
TOTAL LABOR AND EXPENSE DETAIL				20,313.67

This page is for informational purposes only. Please pay amount shown on cover page.



A.D.A. Engineering, Inc.
 8550 NW 33rd Street, Suite 202
 Doral, FL 33122
 Tel: 305.551.4608
 Fax: 305.551.8977

January 17, 2018
 Project No: C084-0317-03
 Invoice No: 4461

Marwan Mufleh
 Project Manager
 Kimley-Horn & Associates
 1920 Wekiva Way
 Suite 200
 West Palm Beach, FL 33411

Project C084-0317-03 City of Lake Worth Year 1 Construction Engineering Inspection Services
 Kimley Horn Project No.140502000

Professional Services from December 1, 2017 to December 31, 2017

Phase 003 Daily Site Inspections and Progress Rep.

Professional Personnel

		Hours	Rate	Amount	
Brown, Ricardo	12/6/2017	2.00	115.00	230.00	
Brown, Ricardo	12/7/2017	2.00	115.00	230.00	
Brown, Ricardo	12/8/2017	2.00	115.00	230.00	
Brown, Ricardo	12/11/2017	2.00	115.00	230.00	
Brown, Ricardo	12/12/2017	1.00	115.00	115.00	
Brown, Ricardo	12/14/2017	2.00	115.00	230.00	
Brown, Ricardo	12/15/2017	2.00	115.00	230.00	
Brown, Ricardo	12/18/2017	.50	115.00	57.50	
Brown, Ricardo	12/19/2017	3.00	115.00	345.00	
Brown, Ricardo	12/20/2017	1.00	115.00	115.00	
Brown, Ricardo	12/21/2017	2.50	115.00	287.50	
Brown, Ricardo	12/27/2017	2.00	115.00	230.00	
Brown, Ricardo	12/28/2017	1.00	115.00	115.00	
Totals		23.00		2,645.00	
Total Labor					2,645.00

Reimbursable Expenses

Mileage				12.91	
Total Reimbursables			1.0 times	12.91	12.91
			Total this Phase		\$2,657.91

Billing Limits

	Current	Prior	To-Date	
Total Billings	2,657.91	1,500.00	4,157.91	
Limit			118,770.00	
Remaining			114,612.09	
			Total this Invoice	\$2,657.91

140503002.3.801
 approved marwan mufleh



A.D.A. Engineering, Inc.
 8550 NW 33rd Street, Suite 202
 Doral, FL 33122
 Tel: 305.551.4608
 Fax: 305.551.8977

July 12, 2018
 Project No: C084-0317-03
 Invoice No: 4622RR

Marwan Mufleh
 Project Manager
 Kimley-Horn & Associates
 1920 Wekiva Way
 Suite 200
 West Palm Beach, FL 33411

Project C084-0317-03 City of Lake Worth Year 1 Construction Engineering Inspection Services
 Kimley Horn Project No.140503002.3.801

Professional Services from March 1, 2018 to March 31, 2018

Phase 003 Daily Site Inspections and Progress Rep.

Professional Personnel

		Hours	Rate	Amount	
Brown, Ricardo	3/1/2018	2.50	115.00	287.50	
Brown, Ricardo	3/2/2018	4.00	115.00	460.00	
Brown, Ricardo	3/5/2018	4.00	115.00	460.00	
Brown, Ricardo	3/6/2018	4.00	115.00	460.00	
Brown, Ricardo	3/7/2018	6.00	115.00	690.00	
Brown, Ricardo	3/8/2018	6.00	115.00	690.00	
Brown, Ricardo	3/12/2018	5.00	115.00	575.00	
Brown, Ricardo	3/13/2018	5.00	115.00	575.00	
Brown, Ricardo	3/14/2018	4.00	115.00	460.00	
Brown, Ricardo	3/15/2018	3.00	115.00	345.00	
Brown, Ricardo	3/16/2018	3.00	115.00	345.00	
Brown, Ricardo	3/19/2018	4.00	115.00	460.00	
Brown, Ricardo	3/20/2018	5.00	115.00	575.00	
Brown, Ricardo	3/21/2018	5.00	115.00	575.00	
Brown, Ricardo	3/22/2018	3.00	115.00	345.00	
Brown, Ricardo	3/23/2018	3.00	115.00	345.00	
Brown, Ricardo	3/26/2018	5.00	115.00	575.00	
Brown, Ricardo	3/27/2018	5.00	115.00	575.00	
Brown, Ricardo	3/28/2018	4.00	115.00	460.00	
Brown, Ricardo	3/29/2018	4.00	115.00	460.00	
Brown, Ricardo	3/30/2018	2.00	115.00	230.00	
Totals		86.50		9,947.50	
Total Labor					9,947.50
			Total this Phase		\$9,947.50

Billing Limits	Current	Prior	To-Date
Total Billings	9,947.50	25,075.41	35,022.91
Limit			118,770.00
Remaining			83,747.09

Total this Invoice \$9,947.50

Outstanding Invoices

Number	Date	Balance
4461	1/17/2018	2,657.91
Total		2,657.91

Total Now Due **\$12,605.41**



A.D.A. Engineering, Inc.
 8550 NW 33rd Street, Suite 202
 Doral, FL 33122
 Tel: 305.551.4608
 Fax: 305.551.8977

August 16, 2018
 Project No: C084-0317-03
 Invoice No: 4821

Marwan Mufleh
 Project Manager
 Kimley-Horn & Associates
 1920 Wekiva Way
 Suite 200
 West Palm Beach, FL 33411

Project C084-0317-03 City of Lake Worth Year 1 Construction Engineering Inspection Services
 Kimley Horn Project No.140503002.3.801

Professional Services from July 1, 2018 to July 31, 2018

Phase 003 Daily Site Inspections and Progress Rep.

Professional Personnel

		Hours	Rate	Amount
Brown, Ricardo	7/2/2018	5.00	115.00	575.00
Brown, Ricardo	7/3/2018	5.00	115.00	575.00
Brown, Ricardo	7/5/2018	5.00	115.00	575.00
Brown, Ricardo	7/6/2018	5.00	115.00	575.00
Brown, Ricardo	7/9/2018	4.00	115.00	460.00
Brown, Ricardo	7/10/2018	4.00	115.00	460.00
Brown, Ricardo	7/11/2018	4.00	115.00	460.00
Brown, Ricardo	7/12/2018	4.00	115.00	460.00
Brown, Ricardo	7/13/2018	4.00	115.00	460.00
Brown, Ricardo	7/16/2018	2.00	115.00	230.00
Brown, Ricardo	7/17/2018	4.00	115.00	460.00
Brown, Ricardo	7/18/2018	6.00	115.00	690.00
Brown, Ricardo	7/19/2018	4.00	115.00	460.00
Brown, Ricardo	7/20/2018	4.00	115.00	460.00
Brown, Ricardo	7/23/2018	4.00	115.00	460.00
Brown, Ricardo	7/24/2018	4.00	115.00	460.00
Brown, Ricardo	7/25/2018	4.00	115.00	460.00
Brown, Ricardo	7/26/2018	4.00	115.00	460.00
Brown, Ricardo	7/27/2018	4.00	115.00	460.00
Brown, Ricardo	7/30/2018	4.00	115.00	460.00
Brown, Ricardo	7/31/2018	4.50	115.00	517.50
Thomas, Kelly	7/25/2018	1.00	100.00	100.00
Totals		89.50		10,277.50

Total Labor 10,277.50

Total this Phase \$10,277.50

Billing Limits

	Current	Prior	To-Date
Total Billings	10,277.50	64,922.91	75,200.41
Limit			118,770.00
Remaining			43,569.59

Total this Invoice \$10,277.50

only invoicing \$7,670.76 of this invoice to City of Lake Worth

Outstanding Invoices

Number	Date	Balance
4461	1/17/2018	2,657.91
4652	7/12/2018	9,660.00
4758	7/17/2018	9,660.00
4711R	7/12/2018	10,580.00
4622RR	7/12/2018	9,947.50
Total		42,505.41

Total Now Due	\$52,782.91
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EXECUTIVE BRIEF REGULAR MEETING

AGENDA DATE: February 18, 2020

DEPARTMENT: Water Utilities

TITLE:

Authorize Drinking Water State Revolving Fund Amendment 2 to Loan Agreement DW501720 for the 2-inch watermain phase 3 replacement project

SUMMARY:

Amendment 2 adjusts the total loan amount based on the actual construction cost and revises the principal forgiveness and service fee to reflect this change.

BACKGROUND AND JUSTIFICATION:

The City Water Utility Department has planned the replacement over six years of approximately 17 miles of 2 inch steel water pipes that are corroded and failing within the City water distribution system. The Commission directed staff to fund the capital improvement through water system revenue financing, which has resulted in award of several loans from the Drinking Water State Revolving Fund.

This Amendment adjusts loan DW50120 to match the reduced construction cost of the phase 3 project which was completed on August 17, 2019. The project was award by commission for \$3,359,000, however the total cost to complete the project was \$2,316,554.00. In addition this project was eligible for principal forgiveness. The state revolving fund, sponsored by the Department of Environmental Protection, gave the City's water utility \$463,310.80 or 20% of the total loan amount in principal forgiveness on this loan thus reducing the principal to be repaid. This amendment also adjusts the service fee and interest based on the adjusted construction cost. The amortization schedule and revised semiannual loan repayment is complimentary to this agreement.

MOTION:

Move to approve/disapprove authorization of Drinking Water State Revolving Fund Amendment 2 to Loan Agreement DW501720.

ATTACHMENT(S):

Fiscal Impact Analysis – N/A
Amendment 2
Offer Letter
Amortization Schedule

**STATE REVOLVING FUND
AMENDMENT 2 TO LOAN AGREEMENT DW501720
CITY OF LAKE WORTH BEACH**

This amendment is executed by the STATE OF FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION (Department) and the CITY OF LAKE WORTH BEACH, FLORIDA, (Project Sponsor) existing as a local governmental entity under the laws of the State of Florida. Collectively, the Department and the Project Sponsor shall be referred to as "Parties" or individually as "Party".

The Department and the Project Sponsor entered into a Drinking Water State Revolving Fund Loan Agreement, Number DW501720, as amended, authorizing a Loan amount of \$3,359,000, excluding Capitalized Interest and including Principal Forgiveness in the amount of \$671,800; and

The Loan Amount, Principal Forgiveness amount, Semiannual Loan Payment amount, Loan Service Fee, and Project costs need adjustment to reflect actual costs; and

Certain provisions of the Agreement need to be revised.

The Parties hereto agree as follows:

1. The total amount awarded is reduced by \$1,042,446.00 of which the Principal Forgiveness portion is \$208,489.20 and the Loan amount is \$833,956.80. The revised total amount awarded is \$2,316,554.00. Of that, the Principal Forgiveness is \$463,310.80.
2. The Loan Service Fee is reduced by \$16,679, and the adjusted total service fee, rounded to the nearest dollar, for this Loan is \$37,065. The fee represents two percent of the Loan amount excluding Capitalized Interest; that is, two percent of \$1,853,243.20.
3. The total amount of the Loan to repay is \$1,890,889.78, which consists of \$1,853,243.20 disbursed to the Project Sponsor, \$581.58 of accrued Capitalized Interest and \$37,065.00 of service fee charges, all at an interest rate of 0.57 percent per annum.
4. The Semiannual Loan Payment amount is hereby revised and shall be in the amount of \$50,067.19. Such payments shall be received by the Department on March 15, 2020 and semiannually thereafter on September 15 and March 15 of each year until all amounts due hereunder have been fully paid.
5. Subsection 2.03(1) of the Agreement is deleted and replaced as follows:
 - (1) The financial assistance authorized pursuant to this Loan Agreement consists of the following:

Federal Resources, Including State Match, Awarded to the Recipient Pursuant to this Agreement Consist of the Following:					
Federal Program Number	Federal Agency	CFDA Number	CFDA Title	Funding Amount	State Appropriation Category
FS98452217-0	EPA	66.468	Capitalization Grants for Drinking Water State Revolving Fund	\$2,316,554	140129

6. The Project Sponsor and the Department acknowledge that changes in Project costs may occur as a result of an audit. Unless this Agreement is amended subsequent to an audit, the following Project disbursements shall be final.

<u>CATEGORY</u>	<u>PROJECT COSTS (\$)</u>
Construction and Demolition	2,094,171.00
Technical Services During Construction	222,383.00
SUBTOTAL (Total Disbursed)	<u>2,316,554.00</u>
Less Principal Forgiveness	<u>(463,310.80)</u>
SUBTOTAL (Loan Amount)	1,853,243.20
Capitalized Interest	<u>581.58</u>
TOTAL (Loan Principal Amount)	1,853,824.78

7. All other terms and provisions of the Loan Agreement shall remain in effect.

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

This Amendment 2 to Loan Agreement DW501720 may be executed in two or more counterparts, any of which shall be regarded as an original and all of which constitute but one and the same instrument.

IN WITNESS WHEREOF, the Department has caused this amendment to the Loan Agreement to be executed on its behalf by the Secretary or Designee, and the Project Sponsor has caused this amendment to be executed on its behalf by its Authorized Representative and by its affixed seal. The effective date of this amendment shall be as set forth below by the Department.

for
CITY OF LAKE WORTH BEACH

Mayor

Attest:

Approved as to form and legal sufficiency:

City Clerk

SEAL

City Attorney

for
STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION

Secretary or Designee

Date



FLORIDA DEPARTMENT OF Environmental Protection

Marjory Stoneman Douglas Building
3900 Commonwealth Boulevard
Tallahassee, FL 32399

Ron DeSantis
Governor

Jeanette Nuñez
Lt. Governor

Noah Valenstein
Secretary

February 3, 2020

Ms. Julie Parham
Assistant Water Utilities Director
City of Lake Worth Beach
301 College Street
Lake Worth Beach, Florida 33460

Re: DW501720 – Lake Worth Beach
Distribution Piping Replacement Phase 3

Dear Ms. Parham:

Attached is a copy of proposed Amendment 2 to the City's State Revolving Fund loan agreement. The amendment adjusts the project costs and reduces the semiannual loan payment. The adjustments are final unless further revisions become necessary as a result of an audit. An amortization schedule is also attached.

Please have the appropriate officials sign and seal two copies and return them to us within three weeks at 3900 Commonwealth Boulevard, MS 3505, Tallahassee, Florida, 32399-3000. We will sign the documents and mail a fully executed original to you. If this Amendment is not fully executed before the next payment date, March 15, 2020, the higher payment amount specified in the preceding amendment (Number 1) will be due.

If you have any questions about this amendment, please call Amber Douglas at (850)245-2915.

Sincerely,

A handwritten signature in blue ink that reads "Angela Knecht".

Angela Knecht, Program Administrator
State Revolving Fund Management

AK/ad

Attachment

cc: Brian Shields – Lake Worth Beach
Michael Bornstein – Lake Worth Beach

Calculation of Semiannual Payment for Remaining Years

Sponsor: Lake Worth Beach
 Beginning of Repayment Period: 09/15/2019

Funding Number: 501720
 Payments Remaining: 40

Original Loan Combined Rate: .57

Date	Disbursement Or Serv. Fee	Cap. Int. At 03/15/2020	Amount To Repay	Interest At 03/15/2020	Total Owed At 03/15/2020	Present Value* At 09/15/2019	Payment Amount
07/08/2019	539,731.20	581.58	540,312.78	1,539.89	541,852.67		
09/18/2019	929,071.20	0.00	929,071.20	2,597.07	931,668.27		
12/16/2019	384,440.80	0.00	384,440.80	540.32	384,981.12		
01/24/2020	37,065.00	0.00	37,065.00	29.52	37,094.52		
Subtotals:	1,890,308.20	581.58	1,890,889.78	4,706.80	1,895,596.58	1,890,209.48	50,067.19

*Present value is the total owed divided by $(1 + (\text{Combined interest rate})/2)$
 The Payment Amount is computed using the present value.

State Revolving Fund Loan
 *** Amortized Repayment Schedule ***

Sponsor: Lake Worth Beach
 501720

Funding Number:

Original Loan		Interest: .57	GAA Rate: 0					
Date	Pmt. No.	Payment	Serv. Fee Paid	SF Interest	Interest	Grt. All. Assmt.	Principal Paid	Total to Pay*
09/15/2019		0.00	0.00	0.00	0.00	0.00	0.00	1,890,889.78
03/15/2020	1	50,067.19	37,065.00	29.52	4,677.29	0.00	8,295.38	1,845,529.40
09/15/2020	2	50,067.19	0.00	0.00	5,259.76	0.00	44,807.43	1,800,721.97
03/15/2021	3	50,067.19	0.00	0.00	5,132.06	0.00	44,935.13	1,755,786.84
09/15/2021	4	50,067.19	0.00	0.00	5,003.99	0.00	45,063.20	1,710,723.64
03/15/2022	5	50,067.19	0.00	0.00	4,875.56	0.00	45,191.63	1,665,532.01
09/15/2022	6	50,067.19	0.00	0.00	4,746.77	0.00	45,320.42	1,620,211.59
03/15/2023	7	50,067.19	0.00	0.00	4,617.60	0.00	45,449.59	1,574,762.00
09/15/2023	8	50,067.19	0.00	0.00	4,488.07	0.00	45,579.12	1,529,182.88
03/15/2024	9	50,067.19	0.00	0.00	4,358.17	0.00	45,709.02	1,483,473.86
09/15/2024	10	50,067.19	0.00	0.00	4,227.90	0.00	45,839.29	1,437,634.57
03/15/2025	11	50,067.19	0.00	0.00	4,097.26	0.00	45,969.93	1,391,664.64
09/15/2025	12	50,067.19	0.00	0.00	3,966.24	0.00	46,100.95	1,345,563.69
03/15/2026	13	50,067.19	0.00	0.00	3,834.86	0.00	46,232.33	1,299,331.36

State Revolving Fund Loan
 *** Amortized Repayment Schedule ***

Sponsor: Lake Worth Beach
 501720

Funding Number:

Original Loan		Interest: .57	GAA Rate: 0					
Date	Pmt. No.	Payment	Serv. Fee Paid	SF Interest	Interest	Grt. All. Assmt.	Principal Paid	Total to Pay*
09/15/2026	14	50,067.19	0.00	0.00	3,703.09	0.00	46,364.10	1,252,967.26
03/15/2027	15	50,067.19	0.00	0.00	3,570.96	0.00	46,496.23	1,206,471.03
09/15/2027	16	50,067.19	0.00	0.00	3,438.44	0.00	46,628.75	1,159,842.28
03/15/2028	17	50,067.19	0.00	0.00	3,305.55	0.00	46,761.64	1,113,080.64
09/15/2028	18	50,067.19	0.00	0.00	3,172.28	0.00	46,894.91	1,066,185.73
03/15/2029	19	50,067.19	0.00	0.00	3,038.63	0.00	47,028.56	1,019,157.17
09/15/2029	20	50,067.19	0.00	0.00	2,904.60	0.00	47,162.59	971,994.58
03/15/2030	21	50,067.19	0.00	0.00	2,770.18	0.00	47,297.01	924,697.57
09/15/2030	22	50,067.19	0.00	0.00	2,635.39	0.00	47,431.80	877,265.77
03/15/2031	23	50,067.19	0.00	0.00	2,500.21	0.00	47,566.98	829,698.79
09/15/2031	24	50,067.19	0.00	0.00	2,364.64	0.00	47,702.55	781,996.24
03/15/2032	25	50,067.19	0.00	0.00	2,228.69	0.00	47,838.50	734,157.74
09/15/2032	26	50,067.19	0.00	0.00	2,092.35	0.00	47,974.84	686,182.90
03/15/2033	27	50,067.19	0.00	0.00	1,955.62	0.00	48,111.57	638,071.33
09/15/2033	28	50,067.19	0.00	0.00	1,818.50	0.00	48,248.69	589,822.64

State Revolving Fund Loan
 *** Amortized Repayment Schedule ***

Sponsor: Lake Worth Beach
 501720

Funding Number:

Original Loan		Interest: .57	GAA Rate: 0						
Date	Pmt. No.	Payment	Serv. Fee Paid	SF Interest	Interest	Grt. All. Assmt.	Principal Paid	Total to Pay*	
03/15/2034	29	50,067.19	0.00	0.00	1,680.99	0.00	48,386.20	541,436.44	
09/15/2034	30	50,067.19	0.00	0.00	1,543.09	0.00	48,524.10	492,912.34	
03/15/2035	31	50,067.19	0.00	0.00	1,404.80	0.00	48,662.39	444,249.95	
09/15/2035	32	50,067.19	0.00	0.00	1,266.11	0.00	48,801.08	395,448.87	
03/15/2036	33	50,067.19	0.00	0.00	1,127.03	0.00	48,940.16	346,508.71	
09/15/2036	34	50,067.19	0.00	0.00	987.55	0.00	49,079.64	297,429.07	
03/15/2037	35	50,067.19	0.00	0.00	847.67	0.00	49,219.52	248,209.55	
09/15/2037	36	50,067.19	0.00	0.00	707.40	0.00	49,359.79	198,849.76	
03/15/2038	37	50,067.19	0.00	0.00	566.72	0.00	49,500.47	149,349.29	
09/15/2038	38	50,067.19	0.00	0.00	425.65	0.00	49,641.54	99,707.75	
03/15/2039	39	50,067.19	0.00	0.00	284.17	0.00	49,783.02	49,924.73	
09/15/2039	40	50,067.02	0.00	0.00	142.29	0.00	49,924.73	0.00	
Subtotals:		2,002,687.43	37,065.00	29.52	111,768.13	0.00	1,853,824.78		
*Total to pay may reflect activity during repayment term									

State Revolving Fund Loan
 *** Amortized Repayment Schedule ***

Sponsor: Lake Worth Beach
 501720

Funding Number:

All Increments Combined

Date	Pmt. No.	Payment	Serv. Fee Paid	SF Interest	Interest	Grt. All. Assmt.	Principal Paid	Total to Pay*
09/15/2019		0.00	0.00	0.00	0.00	0.00	0.00	1,890,889.78
03/15/2020	1	50,067.19	37,065.00	29.52	4,677.29	0.00	8,295.38	1,845,529.40
09/15/2020	2	50,067.19	0.00	0.00	5,259.76	0.00	44,807.43	1,800,721.97
03/15/2021	3	50,067.19	0.00	0.00	5,132.06	0.00	44,935.13	1,755,786.84
09/15/2021	4	50,067.19	0.00	0.00	5,003.99	0.00	45,063.20	1,710,723.64
03/15/2022	5	50,067.19	0.00	0.00	4,875.56	0.00	45,191.63	1,665,532.01
09/15/2022	6	50,067.19	0.00	0.00	4,746.77	0.00	45,320.42	1,620,211.59
03/15/2023	7	50,067.19	0.00	0.00	4,617.60	0.00	45,449.59	1,574,762.00
09/15/2023	8	50,067.19	0.00	0.00	4,488.07	0.00	45,579.12	1,529,182.88
03/15/2024	9	50,067.19	0.00	0.00	4,358.17	0.00	45,709.02	1,483,473.86
09/15/2024	10	50,067.19	0.00	0.00	4,227.90	0.00	45,839.29	1,437,634.57
03/15/2025	11	50,067.19	0.00	0.00	4,097.26	0.00	45,969.93	1,391,664.64
09/15/2025	12	50,067.19	0.00	0.00	3,966.24	0.00	46,100.95	1,345,563.69
03/15/2026	13	50,067.19	0.00	0.00	3,834.86	0.00	46,232.33	1,299,331.36

State Revolving Fund Loan
 *** Amortized Repayment Schedule ***

Sponsor: Lake Worth Beach
 501720

Funding Number:

All Increments Combined

Date	Pmt. No.	Payment	Serv. Fee Paid	SF Interest	Interest	Grt. All. Assmt.	Principal Paid	Total to Pay*
09/15/2026	14	50,067.19	0.00	0.00	3,703.09	0.00	46,364.10	1,252,967.26
03/15/2027	15	50,067.19	0.00	0.00	3,570.96	0.00	46,496.23	1,206,471.03
09/15/2027	16	50,067.19	0.00	0.00	3,438.44	0.00	46,628.75	1,159,842.28
03/15/2028	17	50,067.19	0.00	0.00	3,305.55	0.00	46,761.64	1,113,080.64
09/15/2028	18	50,067.19	0.00	0.00	3,172.28	0.00	46,894.91	1,066,185.73
03/15/2029	19	50,067.19	0.00	0.00	3,038.63	0.00	47,028.56	1,019,157.17
09/15/2029	20	50,067.19	0.00	0.00	2,904.60	0.00	47,162.59	971,994.58
03/15/2030	21	50,067.19	0.00	0.00	2,770.18	0.00	47,297.01	924,697.57
09/15/2030	22	50,067.19	0.00	0.00	2,635.39	0.00	47,431.80	877,265.77
03/15/2031	23	50,067.19	0.00	0.00	2,500.21	0.00	47,566.98	829,698.79
09/15/2031	24	50,067.19	0.00	0.00	2,364.64	0.00	47,702.55	781,996.24
03/15/2032	25	50,067.19	0.00	0.00	2,228.69	0.00	47,838.50	734,157.74
09/15/2032	26	50,067.19	0.00	0.00	2,092.35	0.00	47,974.84	686,182.90
03/15/2033	27	50,067.19	0.00	0.00	1,955.62	0.00	48,111.57	638,071.33
09/15/2033	28	50,067.19	0.00	0.00	1,818.50	0.00	48,248.69	589,822.64

State Revolving Fund Loan
 *** Amortized Repayment Schedule ***

Sponsor: Lake Worth Beach
 501720

Funding Number:

All Increments Combined

Date	Pmt. No.	Payment	Serv. Fee Paid	SF Interest	Interest	Grt. All. Assmt.	Principal Paid	Total to Pay*
03/15/2034	29	50,067.19	0.00	0.00	1,680.99	0.00	48,386.20	541,436.44
09/15/2034	30	50,067.19	0.00	0.00	1,543.09	0.00	48,524.10	492,912.34
03/15/2035	31	50,067.19	0.00	0.00	1,404.80	0.00	48,662.39	444,249.95
09/15/2035	32	50,067.19	0.00	0.00	1,266.11	0.00	48,801.08	395,448.87
03/15/2036	33	50,067.19	0.00	0.00	1,127.03	0.00	48,940.16	346,508.71
09/15/2036	34	50,067.19	0.00	0.00	987.55	0.00	49,079.64	297,429.07
03/15/2037	35	50,067.19	0.00	0.00	847.67	0.00	49,219.52	248,209.55
09/15/2037	36	50,067.19	0.00	0.00	707.40	0.00	49,359.79	198,849.76
03/15/2038	37	50,067.19	0.00	0.00	566.72	0.00	49,500.47	149,349.29
09/15/2038	38	50,067.19	0.00	0.00	425.65	0.00	49,641.54	99,707.75
03/15/2039	39	50,067.19	0.00	0.00	284.17	0.00	49,783.02	49,924.73
09/15/2039	40	50,067.02	0.00	0.00	142.29	0.00	49,924.73	0.00
Totals:		2,002,687.43	37,065.00	29.52	111,768.13	0.00	1,853,824.78	
*Total to pay may reflect activity during repayment term								

EXECUTIVE BRIEF REGULAR MEETING

AGENDA DATE: February 28, 2020

DEPARTMENT: City Commission

TITLE:

US-1 Multimodal Corridor Study

SUMMARY:

The Palm Beach Transportation Planning Agency (TPA) will be presenting on the US-1 Multimodal Corridor Study that began back in 2017.

BACKGROUND AND JUSTIFICATION:

On Dixie Highway throughout the Lake Worth corridor, there are multiple opportunity zones for lane repurposing/elimination. Should the City wish to move forward and explore these possibilities, an FDOT approved traffic study would be necessary. The TPA could contribute up to \$50k for this study. Following their presentation to the Lake Worth Community Redevelopment Agency on January 14th, the CRA is now also willing to contribute an additional \$50k for this traffic study. The City would be responsible for any additional funds needed OR possibly provide in-kind services in lieu of payment.

MOTION:

Move to approve/not approve proceeding with a traffic study illustrating the impacts of lane repurposing on current and future vehicle congestion with the understanding that the City's contribution shall be in-kind services (to be agreed upon with the TPA) or an amount not to exceed \$30k.

ATTACHMENT(S):

Fiscal Impact Analysis N/A

EXECUTIVE BRIEF REGULAR MEETING

AGENDA DATE: February 18, 2020

DEPARTMENT: City Manager

TITLE:

Letter of Intent with 1017 Lake Ave, LLC, for The Bohemian

SUMMARY:

The Letter of Intent with 1017 Lake Ave, LLC, is a non-binding agreement which sets forth the basic parameters of the City's economic development incentive package for The Bohemian project, which is proposed to include 200 residential units with commercial space and a five (5) level parking garage.

BACKGROUND AND JUSTIFICATION:

1017 Lake Ave, LLC (the "Developer") approached the City about potential economic development incentives that would be available for the Developer's proposed project at 1017 Lake Ave to consist of 200 residential units with commercial space and a five (5) level parking garage and to be called The Bohemian. In response, the City has provided the Developer with a rough outline of the available incentives to include infrastructure improvement incentive, utilities economic investment incentive, density bonuses, real property transfer (for additional density), and a lease funding agreement for 120 spaces within the proposed parking garage for public use. The City's available incentives have been documented in the proposed Letter of Intent as a non-binding contractual vehicle to serve as the basis for continued negotiations between the City and the Developer. The goal is to have definitive agreements finalized by no later than September 30, 2020 with the Developer obtaining City Commission approval of its Planned Mixed-Use Development by August 31, 2020.

MOTION:

Move to approve/disapprove the Letter of Intent with 1017 Lake Ave, LLC, for the Bohemian.

ATTACHMENT(S):

Fiscal Impact Analysis (N/A)
Letter of Intent

EXECUTIVE BRIEF REGULAR MEETING

AGENDA DATE: February 18, 2020

DEPARTMENT: Community Development

TITLE:

Ordinance No. 2020-02 - amending Chapter 23 Entitled “Land Development Regulations” of the Code of Ordinances and setting the second reading and public hearing for March 3, 2020

SUMMARY:

Ordinance No. 2020-02 amends Chapter 23, Article 1, “General Provisions, Definitions” and Article 3, Division 9, Section 23.3-29 “Reserved” of the City’s Code of Ordinances to replace this section with the proposed section entitled “Cultural Arts district overlay”.

BACKGROUND AND JUSTIFICATION:

Background:

Ordinance No. 2020-02 proposes to add a Cultural Arts district overlay zone to Chapter 23 of the City’s Code of Ordinances.

On November 29, 2017, staff facilitated a joint workshop with both the Planning and Zoning Board and City Historic Resource Preservation Board to review potential amendments to Chapter 23 of the City Code.

On March 7 and March 14th, the City Planning and Zoning Board and City Historic Resource Preservation Board, respectively, both sitting as the duly constituted Local Planning Agency for the City, held public hearings for Ordinance 2018-07 that included among other amendments, the creation of this overlay zone. Both boards recommended approval of the proposed ordinance.

On April 24, 2018, the City Commission held a workshop to review the proposed LDR amendments.

At the May 15, 2018 City Commission meeting, the Commission heard on first reading the proposed Ordinance 2018-07. The Commission did not approve the ordinance but made suggested changes to enable staff to bring the ordinance back based on their comments. Based on comments at the meeting, the Cultural Arts portion of the ordinance was removed at that time to be brought back to the commission as a separate ordinance.

On December 5 and December 12, 2018, the City Planning and Zoning Board and City Historic Resource Preservation Board, respectively, held public hearings for the Comprehensive Plan Amendments that included the Cultural Arts Master Plan and forwarded a recommendation to the City Commission, which subsequently voted to approve the Comprehensive Plan amendments in April of 2019. The proposed LDR amendment in this ordinance provides for the

alignment of the LDRs with the Adopted Comprehensive Plan, by proposing new language related to the Cultural Arts Overlay District.

Ordinance 2020-02 includes all proposed changes in strikethrough and underline format.

Justification

The purpose of this ordinance is to create an optional Cultural Arts overlay district that will allow for certain arts-related businesses to be located within single family or two-family units, allowing for a live/work environment for the owner within a defined area of the city more fully described in the ordinance.

MOTION:

Move to approve/disapprove Ordinance No. 2020-02 – amending Chapter 23, Article 1, Definitions and Article 3, Division 9, Section 23.3-29 of the City of Lake Worth Beach Code of Ordinances and setting the second reading and public hearing for March 3, 2020.

ATTACHMENT(S):

Proposed Ordinance 2020-02

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ORDINANCE NO. 2020-02 OF THE CITY OF LAKE WORTH BEACH, FLORIDA, AMENDING CHAPTER 23 ENTITLED “LAND DEVELOPMENT REGULATIONS” OF THE CODE OF ORDINANCES BY AMENDING ARTICLE I “GENERAL PROVISIONS” RELATING TO DEFINITIONS; ARTICLE 3 “ZONING DISTRICTS” BY CREATING A CULTURAL ARTS DISTRICT OVERLAY; AND FOR OTHER PURPOSES; PROVIDING FOR SEVERABILITY, CONFLICTS, AND CODIFICATION; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Lake Worth Beach, Florida (the “City”) is a duly constituted municipality having such power and authority conferred upon it by the Florida Constitution and Chapter 166, Florida Statutes; and

WHEREAS, the City adopted a new Chapter 23 “Land Development Regulations” of the Code of Ordinances on August 6, 2013 (“2013 Regulations”); and

WHEREAS, the 2016 Evaluation and Appraisal Review (EAR) resulted in major amendments to the City’s Comprehensive Plan including the creation of the “Cultural Arts Overlay (Policies 1.1.1.1 and 1.1.1.14); and

WHEREAS, The Cultural Arts Overlay land use category is intended to provide for the establishment and enlargement of cultural arts related uses within a variety of broader land use categories near the urban core of the city and along the FEC railway corridor within close proximity of the historic downtown with the implementing zoning districts to include DT, MU-E, MU-DH, SF-R, SF-TF 14, TOD-E, and AI.; and

WHEREAS, on October 10, 2018, the City adopted the Cultural Master Plan, as prepared by Lord Cultural Resources and Jon Stover Associates, under the direction of the Cultural Council of Palm Beach County; and

WHEREAS, on April 16, 2019, the City Commission adopted an amendment to the Comprehensive Plan to include by reference the adopted Cultural Arts Master Plan; and

WHEREAS, the Planning and Zoning Board, in its capacity as the local planning agency, considered the proposed amendments at a duly advertised public hearing; and

WHEREAS, the Historic Resources Preservation Board, in its capacity as the local planning agency for historic districts, considered the proposed amendments at a duly advertised public hearing; and

WHEREAS, the City Commission has reviewed the recommended amendments, and has determined that the amendments are in the best interest of the public health, safety, and welfare of the City and its residents and serve a valid public purpose.

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

48
49 Section 1. The foregoing recitals are hereby affirmed and incorporated herein.

50
51 Section 2. Chapter 23, Article 1, Division 2, Section 23.1-12, Definitions, is hereby
52 amended by adding the words shown in underlined type and deleting the words struck
53 through as follows:

54
55 Arts related personal improvement services: Establishments primarily
56 engaged in providing instruction in (i) the visual arts, including, but not limited to,
57 painting, sculpting, photography and folk arts, or (ii) the performing arts including,
58 but not limited to, music, dance, and theatre. This does not include any instruction
59 related to tattooing or body piercing.

60
61 Artist studio, single artist (or "Single-artist studio"): A building, or portion
62 thereof, used as a place of work by a single artist engaged in (i) the visual arts,
63 including, but not limited to, painting, sculpting, photography and folk arts, or (ii)
64 the performing arts, including, but not limited to, music, dance, and theatre. A
65 single-artist studio includes the creation of work and the accessory sale of work
66 produced only by the artist in his or her own studio. Works from other artists may
not be offered for sale. This does not include a studio for tattooing or body piercing.

67
68 Artist studio, multiple-artists (or "Multiple-artists studio"): A building, or
69 portion thereof, used as a place of work by multiple artists engaged in (i) the visual
70 arts, including, but not limited to, painting, sculpting, photography and folk arts, or
71 (ii) the performing arts, including, but not limited to, music, dance, and theatre. A
72 multiple-artists studio includes the creation of work and the accessory sale of work
73 produced by multiple artists using or sharing the studio(s). Works from other artists
74 may not be offered for sale. This does not include a studio for tattooing or body
piercing.

75
76 Gallery: A building or portion thereof, used as a place to exhibit and offer
77 for sale the works of visual artists, including, but not limited to, painting, sculpting,
photography and folk arts.

78
79 Section 3. Chapter 23, Article 3, Division 9, Section 23.3-29, Reserved, is hereby
80 amended by creating the Cultural Arts District Overlay by adding the words shown in
81 underlined type and deleting the words struck through as follows:

82
83 **Sec. 23.3-29.—Reserved. Cultural Arts district overlay**

84 a) Intent. The purpose of the Lake Worth Beach Cultural Arts Overlay District, also
85 referred to as the "Arts Overlay District" or the "Arts District" is to provide an optional

86 set of land development regulations for single family and two family dwellings in a
87 targeted sub-area of the City's Downtown, Mixed Use - East, Mixed Use – Dixie
88 Highway, TOD-E, Artisanal Industrial and residential areas in close proximity to these
89 zoning districts. The establishment of an Arts District provides for regulations that are
90 more responsive to the needs of artists in the community, encourages more owner-
91 occupied dwellings in this geographic area and expands the economic opportunities
92 for home owners, property owners, and artists.

93 b) Applicability. The following area of the City is hereby established as the Cultural Arts
94 Overlay District:

95 The area bounded on the east by Dixie Highway, on the south by 6th Avenue South,
96 on the west by the alley west of "F" street south between 6th Avenue S and 1st Avenue
97 South and A Street between 3rd Avenue North and 1st Avenue South, and on the north
98 by 3rd Avenue North.

99 c) Use restrictions. Refer to the permitted use table at section 23.3-6 for a complete list
100 of uses, which includes those uses allowed by the underlying zoning district.

101 1. Principal uses permitted by Administrative Use.

102 A. Artisan Studio

103 B. Arts and Crafts Studio

104 C. Art Gallery

105 D. Bakery

106 E. Ceramics Studio with Kiln

107 F. Ceramics Studio without Kiln

108 G. Commissary Kitchen

109 H. Craft Gallery

110 I. Custom Jewelry Fabrication/Studio

111 J. Photography Studio

112 K. Photography gallery (including picture framing)

113 L. Pottery Shop/Studio

114 M. Recording Studio

115 N. Sculpture Studio with Kiln

116 O. Sculpture Studio w/o Kiln

117 P. Stained Glass Studio

118 2. General.

119 A. The provisions of the Arts Overlay District shall be available through the
120 Administrative Use process (See Section 23.2-128 (b)) for parcels containing a
121 single-family detached dwelling unit, with or without an accessory dwelling unit,
122 or a two-family dwelling unit.

123 i. Parcels with a two-family dwelling unit shall be owned by the same person
124 or entity.

- 125 ii. Parcels with multi-family units may be converted to a single-family or two-
- 126 family unit in order to comply with this section.
- 127 B. Existing nonconforming dwellings within this overlay may be used for this
- 128 purpose so long as the building footprint or building area is not expanded or
- 129 additional residential structures added to the lot.
- 130 C. Using the provisions of the Arts District can benefit a property owner by allowing
- 131 greater intensity and variety of uses than would otherwise be allowed in the
- 132 base Zoning District.
- 133 D. The use of the Arts Overlay District is optional. However, if the owner or artist
- 134 opts to use the Arts Overlay District, the provisions and requirements of the
- 135 Arts District must be used in their entirety. An owner or artist may not select
- 136 only specific elements from the Arts Overlay District regulations.
- 137 E. Not all types of arts uses will be appropriate for the residential areas eligible for
- 138 the optional Arts District. The addition of arts uses can be very compatible and
- 139 add to the character of a neighborhood, but some more intensive uses with
- 140 negative impacts such as noise, fumes, dust or hours of operation will not be
- 141 suitable for location in the Arts District.
- 142 F. Section 23.2.28, "Home Occupations", does not apply to arts related
- 143 businesses regulated in this overlay district.
- 144 G. In addition to the standards provided in this section, all applicable standards
- 145 and reviews must be met for properties located within a Historic District.
- 146 H. To the extent that the Arts District does not address a specific development
- 147 requirement, the regulations contained in the base zoning district and in the
- 148 entirety of these LDRs shall apply.

149 d) Development regulations.

150 1. Design and performance standards

- 151 A. Dwelling units in the Arts Overlay District may be owner occupied or rented.
- 152 B. For a single-artist studio in a single family dwelling unit, the artist must be a
- 153 resident in the dwelling unit. For a single-artist studio in a two-family dwelling,
- 154 the artist must be a resident in one (1) of the dwelling units.
- 155 C. For a multiple-artists studio as a permitted use, the maximum number of artists
- 156 allowed shall be two (2) and both artists must be full time residents in the
- 157 dwelling unit.
- 158 D. No additional dwelling units shall be created and no accessory structures shall
- 159 be used for living purposes, unless said accessory structure is an approved
- 160 dwelling unit.
- 161 E. No more than one (1) non-resident employee is permitted per artist.
- 162 F. Notwithstanding Section 23-4.6 "Home Occupations", up to fifty percent (50%)
- 163 of the dwelling unit may be used for the arts related business.

164

165 2. Outdoor storage. Outdoor storage shall comply with Section 23.4-19. All materials

166 and work products related to the arts related business must be stored in an

167 enclosed building.

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3. Outdoor impacts.
 - A. Any creation of art that generates excessive noise or is not compliant with Section 15-24 of the Code or otherwise not in keeping with noise levels appropriate to a residential zoning district, is prohibited. Noise generating activities must be located in a completely enclosed building that attenuates the noise.
 - B. Excessive lights, dust, fumes, odors, and vibrations are prohibited unless the impacts are mitigated and the activity is located in a completely enclosed building that attenuates the lights, dust, fumes, odors and vibrations. Excessive lights, dust, fumes, odors and vibrations are those that due to intensity, frequency, or duration disrupt the ability of the neighbors to enjoy and use their property.
4. Solid waste disposal. All solid waste shall be disposed of in individual residential pick-up containers. Dumpsters are not permitted.
5. Parking.
 - A. No additional parking is required for a single-artist studio.
 - B. For all other arts related businesses, one (1) additional parking space shall be provided for every 500 square feet or portion thereof of the arts related business.
 - C. Additional required parking may be located either on-site or immediately adjacent to the lot on the public street.
 - D. If additional on-site parking is added, it shall be located behind the front building line unless approved through a conditional use permit.
6. Signage.
 - A. One (1) permanent sign to identify the arts use shall be allowed. The sign may be a wall sign, a projecting sign, or a freestanding sign, and shall not exceed four (4) square feet in area.
 - B. One (1) directional sign is allowed, not to exceed four (4) feet in height and three (3) square feet in area.
 - C. A wall sign may be attached as follows:
 - i. Attached to the façade of the main building.
 - ii. Attached to a structure containing an arts studio.
 - iii. Attached to a fence on the property, provided it does not impede pedestrians or impact sight distances.
 - D. The projecting sign may be hung from a porch or other portion of the main structure or studio. No portion of any sign is allowed above the first floor.
 - E. A freestanding sign shall be a maximum of five (5) feet in height. Such freestanding sign may be placed within five (5) feet of the property line

206 provided that the sign does not impede pedestrians or impact sight distances.
207 A freestanding sign may be a pole sign, but may not be a monument sign.

208 F. Signs may be double-sided.

209 G. Changeable copy is not allowed.

210 H. Sign Illumination

211 i. The sign may only be illuminated externally.

212 ii. No internal illumination, either of a sign box or individual channel letters,
213 shall be allowed.

214 iii. Illumination is allowed when the arts use is open for business.

215 iv. No light source shall create an unduly distracting or hazardous condition
216 to a motorist, pedestrian or the general public.

217 v. Lighted signs shall be placed, shielded or deflected so as not to shine into
218 residential dwelling units or structures, or impair the road vision of the
219 driver of any vehicle.

220 vi. Light sources for a sign shall be directed and shielded to limit direct
221 illumination of any object other than the sign.

222 vii. Neon signage is not allowed.

223 viii. Strip lighting is not allowed.

224 I. Alterations to the sign regulations contained in the Arts Overlay District may
225 be requested as part of a conditional use permit. This can include a greater
226 number or size of signs, location of signs or the use of artistic sign
227 embellishments.

228 7. Hours of operation. The hours of operation related to activities associated with an
229 arts related business that is open to the public are as follows: Sunday through
230 Thursday between 9:00 am and 7:00 pm and Friday and Saturday between 9:00
231 am and 9:00 pm, except as may be allowed during a special event or otherwise
232 approved by the City.

233 8. Outdoor cultural events and performances. Outdoor events or performances that
234 are open to the public and that feature visual art, music, dance, theater,
235 performance art, science, design or cultural heritage are permitted, subject to the
236 following:

237 A. The outdoor event or performance must be presented by an existing business
238 on the property and must comply with all applicable codes and ordinances.

239 B. The business' regularly stocked items may be displayed outdoors and be
240 available for purchase during the event or performance but payment for all
241 items shall occur indoors. No other items may be displayed for sale outdoors
242 during the event or performance.

243 C. Outdoor events or performances are limited to Fridays, Saturdays and Sundays
244 only.

- 245 D. Friday and Saturday outdoor events or performances shall be limited to the
246 hours between 10:00 a.m. and 10:00 p.m. No amplified music or loudspeakers
247 may be used outside after 10:00 p.m.
- 248 E. Sunday outdoor events or performances shall be limited to the hours between
249 10:00 a.m. and 10:00 p.m. No amplified music or loudspeakers may be used
250 outside after 8:00 p.m.
- 251 F. Hours and days of outdoor events or performances may be extended subject
252 to obtaining a use permit in accordance with the standards and procedures of
253 the Development Review Official Section of the Zoning Ordinance.
- 254 G. Outdoor events or performances shall be a minimum of 100 feet from a single-
255 family residential zoning district.
- 256 H. Not more than twelve (12) art-related, Arts District wide special events may be
257 held in any one (1) calendar year.
258

259 Section 4. Severability. If any section, subsection, sentence, clause, phrase or portion
260 of this Ordinance is for any reason held invalid or unconstitutional by any court of
261 competent jurisdiction, such portion shall be deemed a separate, distinct, and
262 independent provision, and such holding shall not affect the validity of the remaining
263 portions thereof.

264 Section 5. Repeal of Laws in Conflict. All ordinances or parts of ordinances in conflict
265 herewith are hereby repealed to the extent of such conflict.

266 Section 6. Codification. The sections of the ordinance may be made a part of the City
267 Code of Laws and ordinances and may be re-numbered or re-lettered to accomplish such,
268 and the word "ordinance" may be changed to "section", "division", or any other appropriate
269 word.

270 Section 7. Effective Date. This ordinance shall become effective ten (10) days after
271 passage.

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

- 275 Mayor Pam Triolo
- 276 Vice Mayor Andy Amoroso
- 277 Commissioner Scott Maxwell
- 278 Commissioner Omari Hardy
- 279 Commissioner Herman Robinson
- 280

281 The Mayor thereupon declared this ordinance duly passed on first reading on the
282 ____ day of _____, 2020.

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

- 286 Mayor Pam Triolo
- 287 Vice Mayor Andy Amoroso
- 288 Commissioner Scott Maxwell
- 289 Commissioner Omari Hardy
- 290 Commissioner Herman Robinson

291

292 The Mayor thereupon declared this ordinance duly passed on the ____ day of
293 _____, 2020.

294 LAKE WORTH BEACH CITY COMMISSION

295

296 By: _____
297 Pam Triolo, Mayor

298 ATTEST:

299

300 _____
301 Deborah M. Andrea, CMC, City Clerk

**DRAFT AGENDA
CITY OF LAKE WORTH BEACH
REGULAR CITY COMMISSION MEETING
CITY HALL COMMISSION CHAMBER
TUESDAY, MARCH 3, 2020 -- 6:00 PM**

ROLL CALL:

INVOCATION OR MOMENT OF SILENCE: led by Mayor Pam Triolo

PLEDGE OF ALLEGIANCE: led by Vice Mayor Andy Amoroso

AGENDA - Additions / Deletions / Reordering:

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

A. Lake Worth Middle School update by Principal Mike Williams

COMMISSION LIAISON REPORTS AND COMMENTS:

PUBLIC PARTICIPATION OF NON-AGENDAED ITEMS AND CONSENT AGENDA:

APPROVAL OF MINUTES:

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

- A. Award of continuing services contract to Anchors Emergency Board-Up Service, Inc. for board and secure services
- B. Construction Agreement with All County Paving for the District 1, Year 4 Pushbutton Neighborhood Road Program project
- C. Task Order with Mock Roos and Associates for the Construction Engineering and Inspection Services for the District 1, Year 4 Pushbutton Neighborhood Road Program project

PUBLIC HEARINGS:

- A. Ordinance No. 2020-02 - amending Chapter 23 Entitled "Land Development Regulations" of the Code of Ordinances by amending article I "General provisions" relating to "Definitions" and Article 3 "Zoning Districts" by creating a Cultural Arts District Overlay zone and setting the second reading and public hearing for March 3, 2020

UNFINISHED BUSINESS:

NEW BUSINESS:

CITY ATTORNEY'S REPORT:

CITY MANAGER'S REPORT:

ADJOURNMENT: