



**AGENDA**  
**CITY OF LAKE WORTH BEACH**  
**REGULAR CITY COMMISSION MEETING**  
**CITY HALL COMMISSION CHAMBER**  
**TUESDAY, AUGUST 03, 2021 - 6:00 PM**

**ROLL CALL:**

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

**PLEDGE OF ALLEGIANCE:** led by Vice Mayor Herman Robinson

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

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

- A. [Presentation by Tequisha Myles, Supervising Attorney of the Elder Law Project at the Legal Aid Society of PBC, Inc.](#)
- B. Quarterly Presentation by the CRA requested by Vice Mayor Robinson
- C. Presentation by the Library Advisory Board
- D. [Presentation of Certificate of Completion of the Florida League of City's \(FLC\) Institute for Elected Municipal Officials \(IEMO\) to Mayor Betty Resch](#)

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

**APPROVAL OF MINUTES:**

- A. [Special Meeting #1 - May 25, 2021](#)
- B. [Special Meeting #2 - May 25, 2021](#)

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

- A. [Resolution No. 44-2021 -- authorizing the submission of a proposal to the Florida Department of Environmental Protection for the development of a Stormwater Resiliency Master Plan for the Lake Worth Beach municipal golf course](#)
- B. [Resolution No. 45-2021 – Authorizing the execution of a Quitclaim Deed in favor of the Florida Department of Transportation for the I-95 at 6<sup>th</sup> Avenue South Interchange roadway project](#)
- C. [Resolution No. 46-2021 – authorizing City of Lake Worth Beach to join with the State of Florida and other local governmental units as a participant in the Florida Memorandum of Understanding and Formal Agreements implementing a Unified Plan](#)
- D. [Agreement with Priority Towing for City-wide Vehicle Towing and Storage](#)
- E. [Release and Vacation of Easements located at 4090 Coconut Road in Palm Beach County, Florida](#)

**PUBLIC HEARINGS:**

- A. [Ordinance No. 2021-10 – Second Reading – amending Chapter 23 “Land Development Regulations” regarding changes to floodplain management standards for manufactured homes as required by FEMA](#)

- B. [Ordinance No. 2021-05 – Second Reading – amending the Future Land Use Map from the future land use designation of Mixed Use – East \(MU-E\) to Public Recreation Open Space \(PROS\) for the property 32 South B Street](#)
- C. [Ordinance No. 2021-06 – Second Reading – amending the City’s Official Zoning Map from the zoning district of Single Family Residential \(SFR\) to Public Recreation and Open Space \(PROS\) for the property 32 South B Street](#)

**UNFINISHED BUSINESS:**

- A. [Follow up Beach Complex Public Private Partnership](#)
- B. [Approving the not to exceed \\$50,000 use from American Rescue Plan Act of 2021 Coronavirus State and Local Fiscal Recovery Funds to support a partnership for eviction prevention legal representation and services for Lake Worth Beach residents](#)

**NEW BUSINESS:**

- A. [Authorize Emergency Pump Parts and Repair with PSI Technologies, Inc. for Pump 101 at the Regional Wastewater Master Pump Station](#)
- B. [Eleventh Addendum to the Law Enforcement Service Agreement \(LESA\)](#)
- C. [Resolution No. 47-2021 – FY 2021 Justice Assistance Grant Application](#)
- D. [Resolution No. 48-2021 -- approving and authorizing the submission of a change of project scope for Coronavirus Emergency Supplemental Funding award to implement a pilot program of informational kiosks](#)
- E. [Resolution No. 50-2021 - Resilient Florida Grant Program Proposal for Eden Place](#)
- F. [Resolution No. 51-2021 Resilient Florida Grant Program Proposal for South Palm Park](#)

**CITY ATTORNEY'S REPORT:**

**CITY MANAGER'S REPORT:**

**UPCOMING MEETINGS AND WORK SESSIONS:**

August 16 - budget work session

August 17 - regular

August 31 - electric utility

[Draft Agenda - August 17, 2021](#)

**ADJOURNMENT:**

The City Commission has adopted Rules of Decorum for Citizen Participation (See Resolution No. 25-2021). The Rules of Decorum are posted within the City Hall Chambers, City Hall Conference Room, posted online at: <https://lakeworthbeachfl.gov/government/virtual-meetings/>, and available through the City Clerk’s office. Compliance with the Rules of Decorum is expected and appreciated.

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



**LEGAL AID  
SOCIETY**  
OF PALM BEACH COUNTY

# LANDLORD TENANT SERVICES

Tequisha Myles, Esq.  
Legal Aid Society of Palm Beach  
County, Inc.  
423 Fern Street, Suite 200  
West Palm Beach, FL 33401

# SNAPSHOT OF THE PROBLEM AND IMPACT OF EVICTIONS

1,092 current cases pending in 15<sup>th</sup> Judicial Circuit

CDC Moratorium expired 07/31/21

Tenants evicted for reasons other than non-payment of rent.

- CDC Order does not protect against evictions not based on non-payment of rent
  - Examples: Lease expiration / non – renewals, lease violations, criminal activity etc.

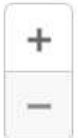
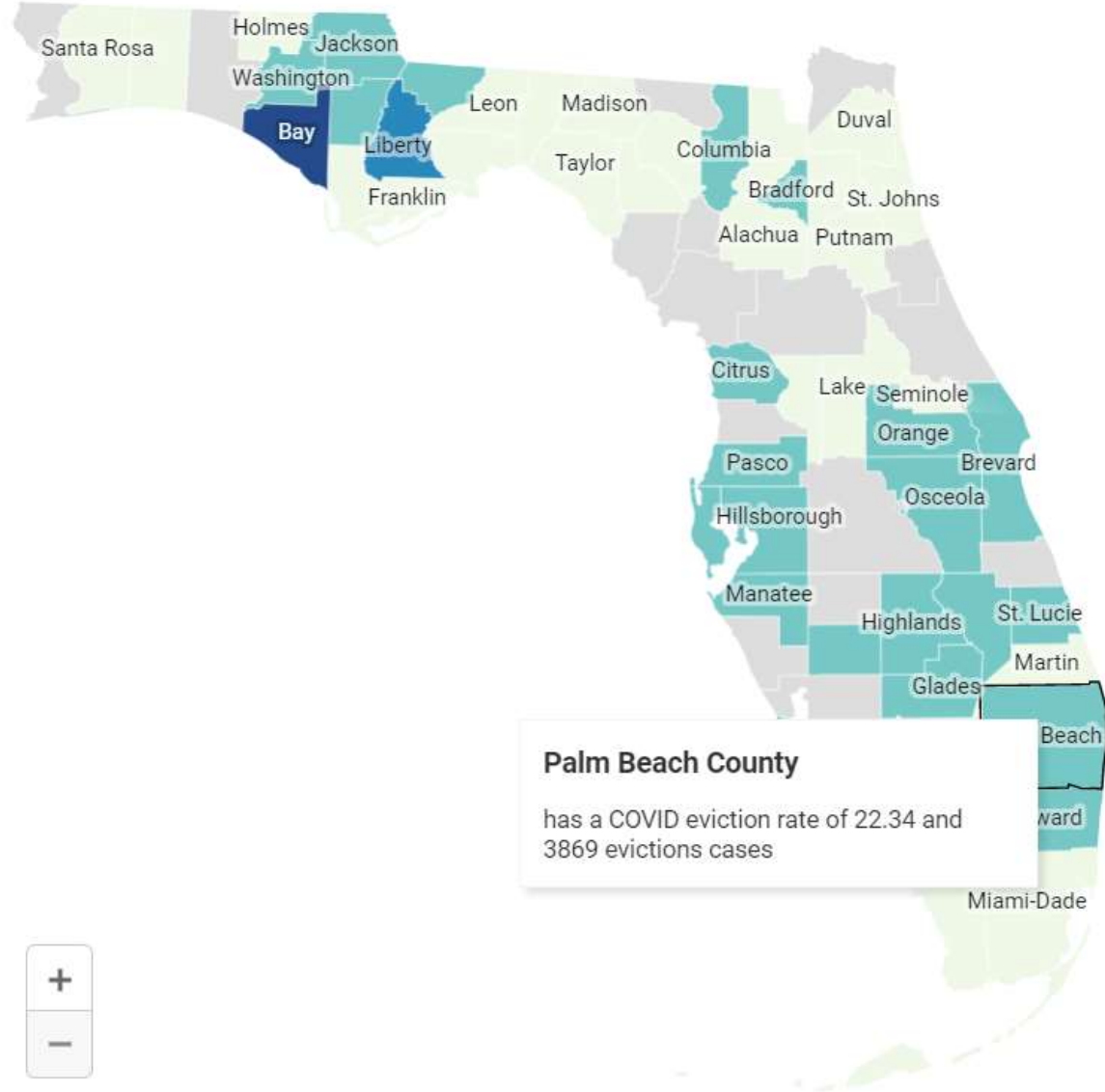
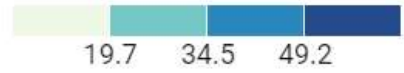
Evictions process – summary proceedings

Tenants face displacement and increased risks of homelessness

Eviction records follow tenants and provide barriers for future employment and housing opportunities

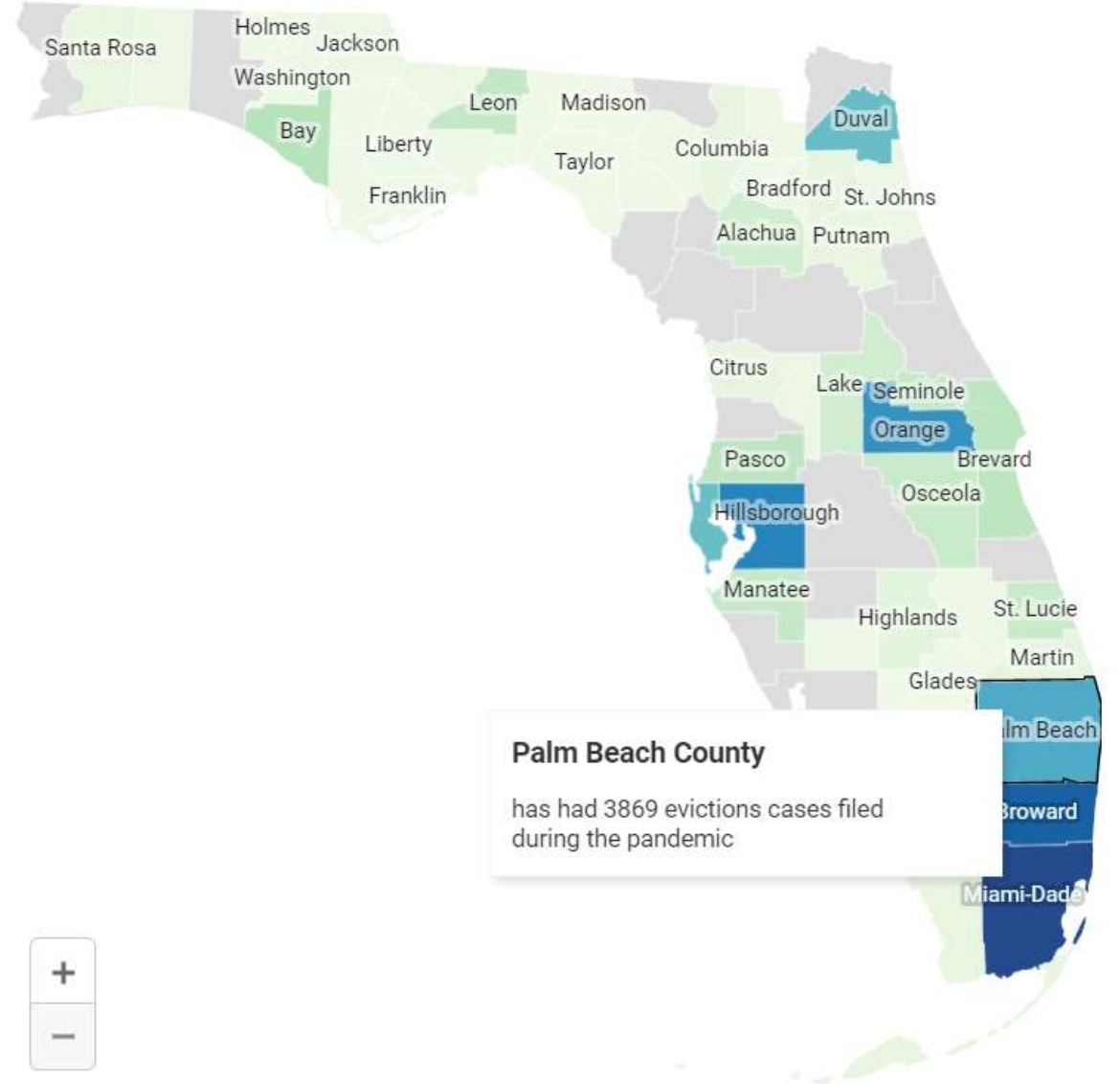
# COVID Eviction Rates in Florida

eviction actions per 1000 renter households, filed between Mar. - Dec. 2020



# COVID Evictions in Florida

total filed between Mar. - Dec. 2020



# CURRENT RENTAL AND LEGAL ASSISTANCE AVAILABLE

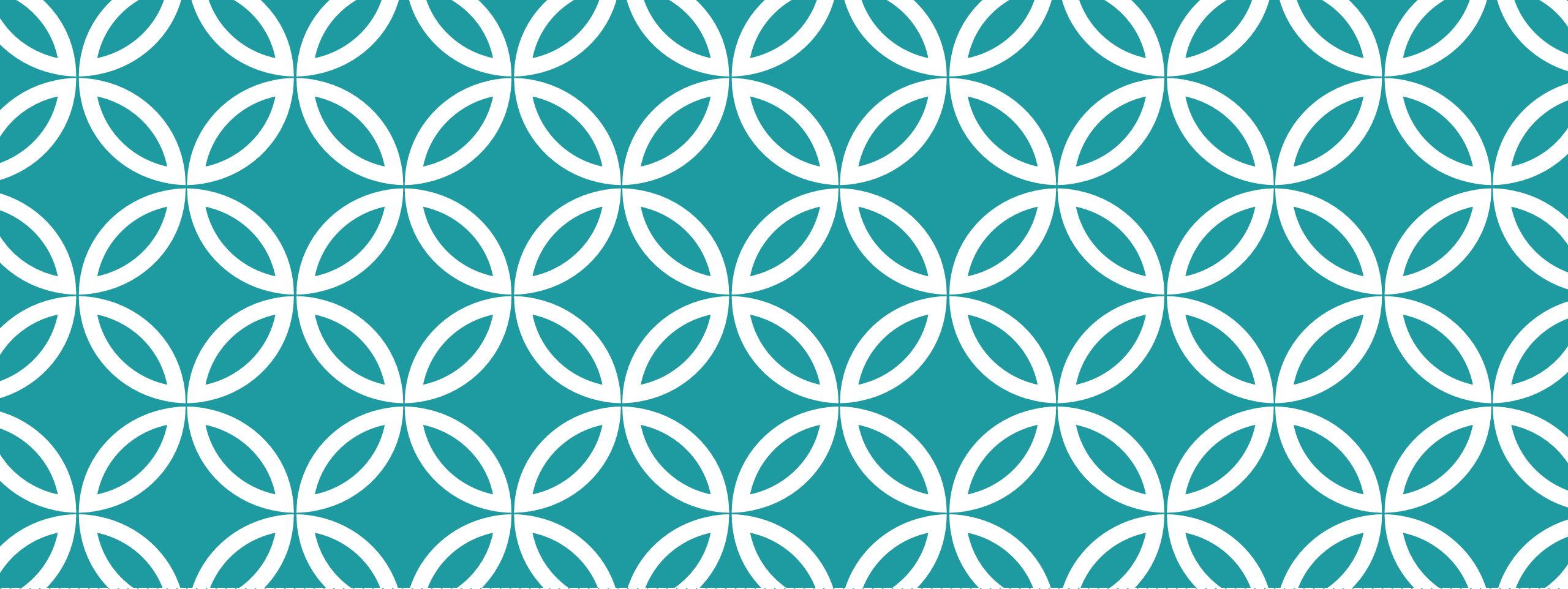
- Legal assistance offered through Legal Aid Society of Palm Beach County and Florida Rural Legal Services
- GOAL: To prevent evictions and homelessness in Palm Beach County
- At Legal Aid Society of Palm Beach County:

CDBG Funded Legal Assistance  
 -City of Boynton Beach \$10,000  
 -City of Boca Raton \$2,800  
 -Palm Beach County \$57,901

FINANCIAL ASSISTANCE	
Emergency Rental Assistance (ERA)	<ul style="list-style-type: none"> <li>• Provides up to 12 months of rental arrears</li> <li>• 3 months of future rent</li> <li>• Household income cannot exceed 80% AMI</li> <li>• Must be US citizens</li> <li>• COVID related hardship</li> </ul>
Emergency Shelter Grant (ESG)	<ul style="list-style-type: none"> <li>• Provides up to 12 months of rental arrears, up to \$10,000</li> <li>• 1 month of future rent</li> <li>• Applicants cannot exceed 50% AMI</li> <li>• Must be US citizens</li> <li>• COVID related hardship</li> </ul>
* RREAP III	<ul style="list-style-type: none"> <li>• Rental assistance available to help non-U.S citizens, none permanent residents, and undocumented tenants who are in danger of eviction.</li> </ul>

Palm Beach County

Community Foundation for Palm Beach and Martin Counties  
 United Way of Palm Beach County  
 De Luca Foundation  
 Knight Foundation –  
 Quantum Foundation  
 Children's Services Council



# LAKE WORTH BEACH CLIENTS



# SNAPSHOT OF LAKE WORTH BEACH CLIENTS SERVED 01/01/21-06/30/2021

Private Landlord Tenant Cases:

**63 total clients with private landlord tenant matters**

--Of the 63 clients, 32 were from zip code 33461 and 31 from zip code 33460

Other Housing (includes mobile home park and repair cases):

**22 total cases with other housing matters**

--Of the 22 cases, 10 cases were from zip code 33460 and 12 cases from zip code 33461

Source: LegalServer (Case Management System)





**PROPOSED PARTNERSHIP WITH LAKE  
WORTH BEACH** |

# GOALS

The Goals of our services will be to:

Preempt nonpayment of rent issues directly related to the COVID-19 Pandemic from going to formal Eviction proceedings in Court.

Reduce damage to tenant's rental history and credit by intervening before a lawsuit is initiated.

Create a cooperative relationship between landlord and tenant.

Give landlords and tenants structured communication channels to discuss non-payment of rent issues with the goal of achieving an amicable settlement between the parties.

Avoid residents becoming homeless during the middle of a spike in a pandemic.

# SERVICES

Provide a dedicated phone intake extension and hotline for residents of Lake Worth Beach who have landlord tenant matters and are facing eviction.

Provide advice and counsel to tenants who have questions regarding their rights as a tenant.

Provide pro se assistance to tenants who need assistance preparing an Answer, Motion to Dismiss and/or Motion to Determine Rent.

Provide legal representation to tenants who have been served with a Summons and Eviction Complaint. Legal representation will include drafting of an Answer, Motion to Dismiss, Motion to Determine Rent and related pleadings to defend the Eviction lawsuit. Staff will provide representation at all hearings, case management conferences and mediations. Does not include appellate cases.

Assist tenants with access to rental assistance programs if eligible.

Provide education and outreach to landlords and tenants on rights and responsibilities under Florida Statute Chapter 83 and Fair Housing laws.

# ELIGIBILITY FOR SERVICES

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

Reside within the city limits of Lake Worth Beach (zip codes 33460 and 33461);

Meet gross annual incomes at or below eighty percent (80%) AMI limits prior to COVID-19;

Provide documentation to evidence eligibility for unemployment, have experienced a reduction of household income, incurred significant costs, or experienced financial hardship due to COVID-19 that contributed to the missed rental payments;

Or in the alternative, provide documentation that the tenant has been indirectly financially impacted by the COVID-19 pandemic.

# REPORTING AND MONITORING

City of Lake Worth Beach will receive a monthly report of unduplicated clients served each month with an invoice for payment.

Monthly report will include:

- Name of Client served
- Address of property with PCN to verify that the tenant resides in the City of Lake Worth Beach Municipal limits
- Summary of legal matter

# QUESTIONS?

## **Tequisha Myles, Esquire**

Legal Aid Society of Palm Beach County, Inc.

Fair Housing and Elder Law Projects

423 Fern Street, Suite 200

West Palm Beach, Florida 33401

[tmyles@legalaidpbc.org](mailto:tmyles@legalaidpbc.org)

Phone - 561-655-8944 ext. 296

Facsimile - 561-655-5269



**LEGAL AID  
SOCIETY**  
OF PALM BEACH COUNTY



June 18, 2021

Mayor Betty Resch  
City of Lake Worth Beach  
7 N Dixie Hwy  
Lake Worth Beach, FL 33460-3725

Dear Mayor Betty Resch,

On behalf of the Florida League of Cities, I am pleased to award this certificate to you for the completion of the Institute for Elected Municipal Officials in Palm Beach Gardens, FL on June 4<sup>th</sup> – 7<sup>th</sup>, 2021.

It is our sincere hope that you found the program challenging and worthwhile. We encourage you take advantage of other training opportunities through FLC University. We also invite you to register for the next offering of IEMO II, when registration opens. You can find dates and locations for other trainings on our event calendar.

We strongly believe that your attendance at the Institute is indicative of your continued commitment to improving the quality of municipal government in Florida. If we may be of assistance in the future, please do not hesitate to call upon us.

Sincerely,

A handwritten signature in black ink that reads "Lynn S. Tipton".

Lynn S. Tipton  
Director, FLC University  
Florida League of Cities



**MINUTES  
CITY OF LAKE WORTH BEACH  
SPECIAL CITY COMMISSION MEETING #1  
CHARTER REVIEW COMMITTEE & GULFSTREAM HOTEL  
CITY HALL COMMISSION CHAMBER  
TUESDAY, MAY 25, 2021 - 4:00 PM**

The meeting was called to order by Mayor Resch on the above date at 4:02 PM in the City Commission Chamber located at City Hall, 7 North Dixie Highway, Lake Worth Beach, Florida.

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

**PLEDGE OF ALLEGIANCE:** led by Commissioner Kimberly Stokes.

**NEW BUSINESS:**

A. Appointments to the Charter Review Committee

City Manager Bornstein stated that there was some confusion with notifying the committee applicants about the interview process and apologized to the applicants and the commission.

Mayor Resch suggested that the interviews be held tonight, but the applications be reopened to allow those who did not know about the deadline to apply.

Commissioner Stokes expressed concern regarding a 4 PM start time for interviews.

City Manager Bornstein responded that the interviews could be during a regular 6 PM meeting.

Mayor Resch questioned having only five people on the committee and requested that it be expanded.

Consensus was to increase the number of members of the committee.

Mayor Resch stated that there would be many recommendations from residents as well, but the commission would decide which items could go on the ballot. She said that it would be wonderful to have more people participating in the city. She stated that the commission would see what the results were and then decide on a number.

Direction was given to staff to reopen the applications for the Charter Review Committee with a new deadline of June 7 at noon, properly notice the information and then have interviews at 5:30 PM at the June 15 regular city commission meeting.

City Manager Bornstein announced that there would be a revised resolution with blanks to



fill in when the decisions were made on the June 15 meeting.

Mayor Resch thanked those who had sent in applications and stated that they would do the interviews alphabetically.

#### Interview of Wes Blackman (via Zoom)

1. Commissioner McVoy asked which parts of the charter most interested him.

Mr. Blackman stated that the charter was the constitution of the city and had not been examined since 1954. He said that he looked forward to a robust discussion and wished to increase the diversity on the dais. He suggested single-member district voting where each commissioner was elected only by residents in the district plus three other at-large members. He spoke about having representation for the EU from users who were not residents.

2. Mayor Resch asked about Mr. Blackman's schedule as the committee would have a rigorous schedule.

Mr. Blackman answered that he could participate as scheduled.

#### Interview of Sam Goodstein

1. Commissioner McVoy asked which parts of the charter most interested him.

Mr. Goodstein responded that the intention of the districts did not work currently and term limits should be a factor with input from the citizens.

2. Mayor Resch asked about Mr. Goodstein's schedule as the committee would have a rigorous schedule.

Mr. Goodstein replied that he could meet when necessary.

3. Commissioner Malega said that she appreciated that Mr. Goodstein wrote about change.

Mr. Goodstein spoke about issues that were in the charter versus an ordinance.

4. Commissioner Stokes asked what the intense schedule would be.

Mayor Resch stated that the committee would decide on the schedule, but opined that it would be twice a month.

Discussion ensued regarding the ballot language.

City Attorney Goddeau suggested that recommendations be made to the commission so the city attorneys could start drafting the ordinances.

Vice Mayor Robinson requested that the committee report back to the commission on a monthly basis.

#### Interview of Daniel Morgan

1. Mayor Resch asked Mr. Morgan for his thoughts about the charter.

Mr. Morgan answered that voting within one's district be considered and changing the election to November for a larger turnout.

2. Mayor Resch asked about the schedule.

Mr. Morgan said that he could commit to the meeting schedule and stated that he had worked with many residents, especially those who had not participated in the past, and could bring the conversation to a wider audience.

#### Interview of Upendo Shabazz

Ms. Shabazz said that she had moved to LWB five years ago and wanted to get involved. She advocated for charter change and supported any of the ideas that had been mentioned, especially term limits. She stated that more civic engagement would be important.

1. Mayor Resch asked about her occupation and the schedule.

Ms. Shabazz replied that she worked for Allegany Franciscan Ministries and had a flexible schedule.

#### Interview of Zade Shamsi-Basha

1. Mayor Resch asked for the applicant to expound on the questions.

Mr. Shamsi-Basha said that the at-large voting did not benefit the residents, COVID had changed how voting happened and everything should be done to help people vote, so elections should be held in November. He stated that he was an attorney and his schedule was flexible.

#### Interview of Ramsay Stevens

Mr. Stevens stated that the commission was in good shape with the applicants. He said that the city should determine what worked and what did not. He said that he had watched every commission meeting for the past five years. He opined that the number of districts should be expanded and some be district only. He stated that his schedule was flexible.

#### Interview of Barbara White

1. Mayor Resch stated that she and Ms. White had worked on opposite sides year ago.

Ms. White stated that she read about the committee in the Palm Beach Post so advertising was important. She said that the elections should be changed to November from March. She agreed that commissioners should represent their districts and increase the diversity. She said that she would be able to attend the meetings.

Vice Mayor Robinson stated that he looked forward to the discussion regarding the number that will serve on the committee.

Mayor Resch announced that it was the time for public comment. No one from the public commented.

**Action:** No motion was necessary.

B. Letter of Intent for the Gulfstream Redevelopment with Restoration St. Louis, Inc.

City Manager Bornstein stated that the Letter of Intent (LOI) incorporated the comments from the May 11, 2021 work session.

City Attorney Goddeau explained that the LOI was the next step in moving towards a formalized agreement for the Gulfstream Hotel project and the written conditions would be brought back to the commission. She said that William Waters, Community Sustainability Director, would work on the planned development ordinance which would go before the commission.

City Manager Bornstein iterated that the next item was a companion item for improvements to the areas around the project, not money for the development.

Mayor Resch asked if there would have to be an abandonment for the alley.

City Manager Bornstein responded that the alley had been abandoned previously.

Mayor Resch announced that it was the time for public comment.

Anne Fairfax said that she represented a large grassroots organization called Lake Worth is Worth Saving and spoke in favor of the development while questioning the design.

Mayor Resch asked Ms. Fairfax to email the information about which she had spoken to the commission.

Deputy City Clerk Coyne read the comments submitted online by the following:

Teresa Miller wrote in support of the project.

Thomas Conboy wrote that the Gulf Stream Hotel plans should be compatible with the massing, size, scale, and design of the historic building while differentiated from the historic building.

Comments/requests summary:

1. Vice Mayor Robinson said that the LOI was a big step in moving the project forward and that the city would have a great future for investment. He asked for an explanation of the HUD loan and how that could affect the CDBG funding to the community at large.

City Attorney Goddeau said that the city would have to be a signatory to a grant and the city was keeping an eye on what the impact would be.

City Manager Bornstein replied that it would be a separate ask for the county.

2. Commissioner Stokes asked if the city could explore having the CRA provide the \$1M for the infrastructure rather than the city's CIP.

City Manager Bornstein replied that the projects related to the Mid had already been planned but the time line was moved up to facilitate an incentive for the project.

3. Commissioner McVoy said that there had been a discussion about transparency and that all of the backup should be submitted by the deadline; he expressed concern that another version of the LOI came out after the packet had been published. He spoke in favor of the project moving forward and stated that the first focus would be on renovating the historic portion of the project. He requested that full consideration be given to thinking about the historic part of the community. He said that C8 of the LOI was very vague and would be clarified in the future.
4. Commissioner Malega thanked Ms. Fairfax for her ideas. She spoke in favor of the project and said that there would be a positive economic impact the project that would continue into the future. She said that a website be designed to engender excitement about the project. She opined that any improvements in Bryant Park would be a win-win for all parties.
5. Mayor Resch welcomed the Gills to the city and stated how important the Gulfstream Hotel was to the community. She requested that the Gills be open about the design and welcomed input from the public.

Amrit Gill, President of Restoration St. Louis, said that they had spent the past two weeks working with their design team and architects and would come back to the commission with a new design. He stated that the company would want to build a project that the community loved.

**Action:** Motion made by Commissioner Malega and seconded by Vice Mayor Robinson to approve the Letter of Intent for the Gulfstream Redevelopment with Restoration St. Louis, Inc.

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

- C. Resolution No. 28-2021 - approving a budget amendment for infrastructure regarding the Gulfstream Hotel project

City Attorney Goddeau did not read the resolution.

RESOLUTION NO. 28-2021, A GENERAL APPROPRIATION RESOLUTION OF THE CITY OF LAKE WORTH BEACH, A MUNICIPAL CORPORATION OF THE STATE OF FLORIDA, MAKING A SEPARATE BUDGET AMENDMENT TO REALLOCATE CAPITAL FUNDING AMONG CAPITAL PROJECTS AND TO AMEND THE 5-YEAR CAPITAL IMPROVEMENT PLAN FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2020 AND ENDING SEPTEMBER 30, 2021

City Manager Bornstein said that the appropriation was related to the hardscapes around the project and the money would come from the CIP undesignated reserves into an actual item.

Comments/requests summary:

1. Mayor Resch explained that the money was public money going to a public project to improve the what was in front of the east side of the hotel.

City Manager Bornstein said that the parking spaces would be changed from angled to straight and the number would be increased.

2. Commissioner McVoy asked for clarification of what would be done with the funds.

City Manager Bornstein replied that Public Works estimated what would be needed for the infrastructure improvements.

City Attorney Goddeau explained that the developer would build the infrastructure improvements for the city and the specifications would come back to the commission for approval; the city had already planned to make the improvements.

3. Commissioner Stokes asked why the appropriation had to be made at the meeting as the work would not be done until the end of the project. She stated that the CRA should be the driving force behind the improvements.

Vice Mayor Robinson replied that the LOI was the city's commitment to expedite the project.

Commissioner Malega agreed that the CRA should meet the city 50-50 in the future and the city would have had to pay to repair at some point.

Commissioner McVoy expressed confusion with the process and wondered when there would be a commitment from the developer regarding which portion of the project would be completed first and said that there was no detail provided.

Discussion ensued about providing more details and moving the project along.

4. Commissioner Stokes said the project was early on and spoke in favor of approving the LOI. She asked what the impact would be if the appropriation was not approved at the meeting.

City Attorney Goddeau replied that C13 addressed what the CRA would do. She stated that the infrastructure was for electric and water utility improvements as well as roadways. She explained how the developer could fix issues for the city as an economic incentive.

Mr. Gill said the LOI was non-binding and could be revoked and the terms would be negotiated for the agreement. He explained that the \$1M was part of the funding that

would be presented to the bank and he would not be able to move forward without the LOI.

Commissioner Stokes stated that the source of the appropriation could be changed in the final version.

Vice Mayor Robinson said that an LOI was a letter of reasonable expectation.

Mayor Resch announced that it was the time for public comment.

Richard Stowe spoke in opposition to approving the appropriation at the meeting.

Greg Richter spoke in favor of using the city's CIP funds to move the project forward.

Deputy City Clerk Coyne read the comment submitted online by the following:

Jorge Pesquera, President & CEO of Discover The Palm Beaches, wrote a letter in strong support of the Gulfstream Hotel development project.

The following person read his own comment viz Zoom:

Gustav Weibull of Discover the Palm Beaches said that he was in support of the Gulfstream Hotel project.

**Action:** Motion made by Commissioner Malega and seconded by Vice Mayor Robinson to approve Resolution No. 28-2021 - approving a budget amendment for infrastructure regarding the Gulfstream Hotel project.

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

**ADJOURNMENT:**

**Action:** Motion made by Commissioner Malega and seconded by Vice Mayor Robinson to adjourn the meeting at 5:38 PM.

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

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Betty Resch, Mayor

ATTEST:

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Melissa Ann Coyne, Interim City Clerk

Minutes Approved: August 3, 2021

**MINUTES  
CITY OF LAKE WORTH BEACH  
SPECIAL CITY COMMISSION MEETING #2  
DOKA APPEAL CONTINUATION  
CITY HALL COMMISSION CHAMBER  
TUESDAY, MAY 25, 2021 - 6:00 PM**

The meeting was called to order by Mayor Resch on the above date at 6:05 PM in the City Commission Chamber located at City Hall, 7 North Dixie Highway, Lake Worth Beach, Florida.

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

**PLEDGE OF ALLEGIANCE:** led by Vice Mayor Herman Robinson.

**UNFINISHED BUSINESS:**

- A. Appeal by Alfred Malefatto, Esq. on behalf of Marlin Industrial Park Owners Association of PZB Project # 20-01400035 commonly referred to as “Umdasch/Doka,” which included site plan, sustainable bonus and conditional use approvals to allow for the construction of a +/-47,000 square foot distribution facility and repair and maintenance uses within the Industrial Park of Commerce (I-POC) zoning district

Mayor Resch read the title of the case into the record stating that the issue was a continuation of the quasi-judicial hearing on the appeal by Alfred Malefatto, Esq., filed on behalf of Marlin Industrial Park Owners Association of PZB case number 20-001400035 (a project commonly referred to as the “Umdasch/Doka” project) pursuant to section 23.2-17 of the City’s code of ordinance. On May 11, 2021, the City Commission unanimously approved a two-week continuance of the appeal in order for the Appellant and Applicant/Appellee to discuss a potential resolution and withdrawal of the appeal.

Mayor Resch asked if the commissioners had any ex-parte communications, personal investigations or campaign contributions to disclose which arose during the continuation of the appeal.

Vice Mayor Robinson said that he had nothing to disclose.

Commissioner Stokes stated that she had met with Lisa Reves of Saul, Ewing, Arnstein & Lehr.

Commissioner McVoy reported that he had met with the two parties and gone beyond the scope by having written a letter with suggestions to facilitate an agreement. He recused himself from the meeting.

Commissioner McVoy left the meeting at 6:08 PM.

City Attorney Goddeau asked if the commissioners had read the letter sent by Commissioner McVoy and would therefore be able to serve as impartial decision makers in the matter.

Commissioner Malega stated that she deleted the letter after reading the first few lines.

Vice Mayor Robinson said that he read the letter and it would not affect his decision.

Commissioner Stokes iterated that she had skimmed the letter but it would not affect her decision.

Mayor Resch said that she did not read most of the letter and she had had conversations with Ms. Reves, with an attorney for the Appellee, with Ms. Crohn, with Mr. Malefatto and with Dan Hiatt.

Mayor Resch stated that the commission would have to hear if the Appellant and Appellee had reached an agreement.

Neil Schiller, representing Umdasch/Doka, said that no compromise had been reached.

Mayor Resch said that Ordinance 2020-14 passed in October 2020 clarifying some issues. She stated that the decision making body did not grant a continuance and therefore there was no due process and the appeal should be sent back to PZB.

City Attorney Goddeau replied that PZB had a special meeting scheduled for June 23, 2021 and there would be a request for the appeal to be heard at that time. She said that if there were new affected parties who ask for a continuance, the appeal would be heard in July 2021 and could come back to the commission two months later.

Commissioner Malega said that there had been confusion about the type of use, but the application would be changed to read administrative process for approval or something similar to alleviate the confusion.

Mr. Waters iterated that the wording had already been changed to Administrative Use Approval, which would be done by Staff and Conditional Use Approval which would go to an Advisory Board.

Mayor Resch asked if there was a motion on the appeal.

**Action:** Motion made by Commissioner Malega and seconded by Commissioner Stokes that because of the lack of due process, the appeal be remanded back to PZB.

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

**ADJOURNMENT:**



**Action:** Motion made by Vice Mayor Robinson and seconded by Commissioner Stokes to adjourn the meeting at 6:19 PM.

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

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Betty Resch, Mayor

ATTEST:

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Melissa Ann Coyne, Interim City Clerk

Minutes Approved: August 3, 2021

# EXECUTIVE BRIEF REGULAR MEETING

**AGENDA DATE:** August 3, 2021

**DEPARTMENT:** Water Utilities

**TITLE:**

Resolution No. 44-2021 -- authorizing the submission of a proposal to the Florida Department of Environmental Protection for the development of a Stormwater Resiliency Master Plan for the Lake Worth Beach municipal golf course

**SUMMARY:**

This resolution authorizes the submission of a proposal to the Florida Department of Environmental Protection requesting \$500,000 in funding assistance under the Resilient Florida Grant Program. These funds will be used for the development of a Stormwater Resiliency Master Plan for the Lake Worth Beach Municipal Golf Course.

**BACKGROUND AND JUSTIFICATION:**

Resolution No. 44-2021 authorizes the submission of a proposal for \$500,000 in funding under the Resilient Florida grant program for the development of a resiliency master plan for the Lake Worth Beach Municipal Golf Course. The golf course suffers from chronic flooding that results from heavy rainfall and surges of water from the king tides that overflow from the Lake worth lagoon. These conditions continue to become more problematic with ongoing sea level rise.

The proposal will include the procurement of an engineer, a land planner and a golf course architect to develop a comprehensive plan that would include measures to raise the elevation of the golf course to 4.5 feet above sea level and reclaim any land that has been lost to the Lake Worth Lagoon due to erosion. The Stormwater Resiliency Master Plan will further incorporate necessary provisions for fill, drainage and regrading configurations, and will provide a determination of the required permits for the mitigation measures and the estimated time involved to complete them.

**MOTION:**

Move to approve/disapprove Resolution No. 44-2021 authorizing the submission of a proposal to the Florida Department of Environmental Protection requesting \$500,000 in funding assistance under the Resilient Florida Grant Program for the development of a Stormwater Resiliency Master Plan for the Lake Worth Beach municipal golf course.

**ATTACHMENT(S):**

Fiscal Impact Analysis  
Resolution 44-2021

**FISCAL IMPACT ANALYSIS**

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

<b>Fiscal Years</b>	<b>2021</b>	<b>2022</b>	<b>2023</b>	<b>2024</b>	<b>2025</b>
Capital Expenditures	0	500000	0	0	0
Operating Expenditures	0	0	0	0	0
External Revenues	0	500,000	0	0	0
Program Income	0	0	0	0	0
In-kind Match	0	0	0	0	0
Net Fiscal Impact	0	0	0	0	0
No. of Addn'l Full-Time Employee Positions	0	0	0	0	0

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

Account Number	Account Description	Project Number	FY20 Budget	Current Balance	Budget Transfer	Agenda Expenditure	Balance
408-0000-207.91-80						500,000	
428-5090-538.63-15						500,000	

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RESOLUTION NO. 44-2021 OF THE CITY OF LAKE WORTH BEACH, FLORIDA, TO AUTHORIZE THE SUBMISSION OF A PROPOSAL TO THE FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION FOR \$500,000 IN FUNDING UNDER THE RESILIENT FLORIDA GRANT PROGRAM FOR THE DEVELOPMENT OF THE STORMWATER RESILIENCY MASTER PLAN FOR THE LAKE WORTH BEACH MUNICIPAL GOLF COURSE; TO PROVIDE AN EFFECTIVE DATE; AND FOR OTHER PURPOSES

WHEREAS, the Florida Department of Environmental Protection has announced the Resilient Florida Grant Program (“Program”) to provide funding to effectively address the impacts of flooding and sea level rise within the State of Florida; and

WHEREAS, these funds are made available for proposals from counties, municipalities, water management districts, flood control districts and regional resilience entities for assistance to analyze and plan for vulnerabilities, as well as to implement projects for adaptation and mitigation; and

WHEREAS, the City of Lake Worth Beach (“City”) is eligible to submit a proposal for funding assistance under the Program; and

WHEREAS, the City intends to submit a proposal requesting \$500,000 in funding under the Program for the development of the Stormwater Resiliency Master Plan for the Lake Worth Beach municipal golf course; and

WHEREAS, these funds will serve a valid public purpose.

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

SECTION 1: The City Commission of the City of Lake Worth Beach, Florida hereby authorizes the submission of a proposal to the Florida Department of Environmental Protection requesting \$500,000 in funding assistance under the Resilient Florida Grant Program to plan for the development of the Stormwater Resiliency Master Plan for the Lake Worth Beach municipal golf course.

SECTION 2: The City Commission hereby authorizes Juan Ruiz, Interim City Manager, to execute any programmatic documents related to the submission of the proposal.

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

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SECTION 4: This resolution shall become effective upon adoption.

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

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

The Mayor thereupon declared this resolution duly passed and adopted on the  
\_\_\_\_\_ day of \_\_\_\_\_, 2021.

LAKE WORTH BEACH CITY COMMISSION

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

ATTEST:

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

# EXECUTIVE BRIEF REGULAR MEETING

**AGENDA DATE:** August 3, 2021

**DEPARTMENT:** Various

**TITLE:**

Resolution No. 45-2021 – Authorizing the execution of a Quitclaim Deed in favor of the Florida Department of Transportation for the I-95 at 6<sup>th</sup> Avenue South Interchange roadway project

**SUMMARY:**

Resolution No. 45-2021 authorizes the execution of a quitclaim deed in favor of the Florida Department of Transportation (FDOT) which will relinquish all of the City's interest in an easement established on the northwest side of I-95 and 6<sup>th</sup> Avenue South.

**BACKGROUND AND JUSTIFICATION:**

FDOT is designing a roadway project at the 6<sup>th</sup> Avenue South and I-95 Interchange. In order to complete the design to meet the FDOT standards, level of service and drainage necessary, FDOT needs additional right of way. FDOT is requesting that the City execute a quitclaim deed in favor of FDOT to convey any interest the City may have in an easement on FDOT parcel #106.4. The area covered by the quitclaim deed is within Parcel Control Numbers 38434428140000011 and 38434428280140010. According to FDOT's title search, the original easement was granted by the City of Lake Worth and was subsequently assigned several times, until vesting in Lake Osborne Self Storage, which has been defunct since 2003. The easement contains a reverter clause, in the event the easement is ever abandoned or vacated. However, the City has no need for the easement at this time (or in the foreseeable future) and FDOT is acquiring the underlying property as part of its project. If approved, FDOT will pay for the City Attorney's time to review this matter and revise the Resolution and quitclaim deed.

**MOTION:**

Move to approve/disapprove Resolution No. 45-2021 – authorizing the execution of a Quitclaim Deed in favor of the FDOT for the I-95 at 6<sup>th</sup> Avenue South Interchange roadway project.

**ATTACHMENT(S):**

Fiscal Impact Analysis – N/A  
Resolution 45-2021 with Quitclaim Deed  
Map

RESOLUTION NO. 45-2021 OF THE CITY OF LAKE WORTH BEACH, FLORIDA, APPROVING AND AUTHORIZING THE MAYOR AND CITY CLERK TO EXECUTE THE QUITCLAIM DEED IN FAVOR OF THE STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION FOR THE I-95/SIXTH AVENUE SOUTH PROJECT AND PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, the State of Florida Department of Transportation proposes to construct or improve State Road No. 9 (I-95), Item/Segment No. 4369631, Section 93220-2482, in Palm Beach County, Florida; and

WHEREAS, it is necessary that certain lands now believed to be owned, or an interest in the same retained, by the **City of Lake Worth Beach, Florida**, be acquired by the State of Florida Department of Transportation; and

WHEREAS, said property is not needed for City purposes; and

WHEREAS, the State of Florida Department of Transportation has made application to said City to execute and deliver to the State of Florida Department of Transportation a quitclaim deed in favor of the State of Florida Department of Transportation, conveying all rights, title and interest that said City has in and to said lands required for transportation purposes and said request having been duly considered.

WHEREAS, the City Commission has determined that issuing the Quitclaim Deed to State of Florida Department of Transportation is in the best interests of the City and serves a valid public purpose.

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

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

Section 2. The City Commission hereby approves and authorizes the Mayor and City Clerk to execute the Quitclaim Deed attached hereto as Exhibit "A".

Section 3. This resolution shall become effective immediately upon passage.

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

Mayor Betty Resch

Vice Mayor Herman Robinson  
Commissioner Sarah Malega  
Commissioner Christopher McVoy  
Commissioner Kimberly Stokes

The Mayor thereupon declared this resolution duly passed and adopted on the  
\_\_\_\_ day of \_\_\_\_\_, 2021.

LAKE WORTH BEACH CITY COMMISSION

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

ATTEST:

\_\_\_\_\_  
Melissa Coyne, Interim City Clerk



**EXHIBIT "A"**

**Quitclaim Deed**

04-QCD.14-07/18

This instrument prepared under the direction  
of: Elizabeth S. Quintana, Esq.

District Four Assistant General Counsel

Legal Description prepared by:

Luis A. Gaztambide, P.S.M. (3/31/2020)

Document prepared by:

Cochise Wadley (6/17/2021)

Florida Department of Transportation

Right of Way Production Services

3400 W. Commercial Boulevard

Beach Fort Lauderdale, Florida 33309

Parcel No.

106.4R

Item/Segment No.

4369631

Section:

93220-2482

Managing District:

04

S.R. No.

9 (I-95)

County:

Palm

**CITY QUITCLAIM DEED**

THIS QUITCLAIM DEED, made this \_\_\_\_\_ day of \_\_\_\_\_, 2021, by the **CITY OF LAKE WORTH BEACH, a Florida municipal corporation**, whose address is: 7 North Dixie Highway, Lake Worth Beach, Florida 33460, Grantor, to the **STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION**, Grantee: (wherever used herein the terms "Grantor" and "Grantee" include all the parties to this instrument and the heirs, legal representatives and assigns of individuals, and the successors and assigns of organizations.)

WITNESSETH: That the said Grantor, for and in consideration of the sum of \$1.00 and other valuable considerations, receipt and sufficiency being hereby acknowledged, does hereby remise, release and quitclaim unto the said Grantee forever, all right, title, interest, claim and demand, which said Grantor has in and to the hereinafter described parcel of land arising out of that certain Easement Agreement (Ingress and Egress Purposes Only), dated 10/29/1997, recorded in Official Records Book 10059, Page 1849; together with that certain Assignment of Easement, dated 02/03/2000, recorded in Official Records Book 11695, Page 1337; that certain Assignment of Easement, dated 03/14/2000, recorded in Official Records Book 11695, Page 1341 and that certain Assignment of Easement, dated 01/13/2004, recorded in Official Records Book 16480, Page 0446, of the Public Records of Palm Beach County, Florida, together with all other right, title, interest, claim and demand, if any, which the said Grantor has in and to said parcel situate in the County of Palm Beach, Florida, viz:

Parcel No. 106

Item/Segment No. 4369631

A portion of Lot 1, LAKE OSBORNE SHORES, according to the plat thereof, as recorded in Plat Book 23, Page 35, of the Public Records of Palm Beach County, Florida, lying in Section 28, Township 44 South, Range 43 East, as shown on Sheets 3 and 4 of the Florida Department of Transportation Right of Way Map of State Road 9 (I-95), Item/Segment No. 4369631, Section 93220-2482 and being more particularly described as follows:

Commence at a brass disk in concrete stamped "Palm Beach County", found marking the West (W.) Quarter Corner of said Section 28; thence South 01°23'21" West along the West line of the Southwest One-Quarter (SW 1/4) of said Section 28, a distance of 172.11 feet to the Baseline of Survey of 6<sup>th</sup> Avenue South;

thence South 88°37'58" East along the said Baseline of Survey, a distance of 684.04 feet; thence North 01°22'02" East along a line at a right angle to the last described course a distance of 74.99 feet to the Northerly Existing Right of Way line of 6th Avenue South per Official Record Book 2194, Page 1893 of the Public Records of Palm Beach County, Florida and the POINT OF BEGINNING; thence along said Northerly Existing Right of Way line of 6th Avenue South for the next three (3) courses, (1) South 71°56'56" East, a distance of 52.20 feet; thence (2) South 88°37'58" East, a distance of 109.78 feet; thence (3) South 89°40'44" East, a distance of 107.06 feet to the East line of said Lot 1; thence North 01°22'47" East along said East line of Lot 1, a distance of 25.87 feet; thence North 86°33'10" West, a distance of 24.50 feet; thence North 88°20'16" West, a distance of 46.29 feet; thence South 89°48'34" West, a distance of 89.78 feet; thence North 18°52'58" West, a distance of 15.04 feet; thence North 88°39'32" West, a distance of 1.09 feet to the West line of said Lot 1; thence South 01°24'49" West, along said West line of Lot 1, a distance of 26.15 feet to the POINT OF BEGINNING.

Containing 7,226 square feet, more or less.

Together with all rights of access, ingress, egress, light, air and view between the Grantor's remaining property and any facility constructed on the above described parcel, along the following described line:

Commence at a brass disk in concrete stamped "Palm Beach County", found marking the West (W.) Quarter Corner of said Section 28; thence South 01°23'21" West along the West line of the Southwest One-Quarter (SW 1/4) of said Section 28, a distance of 172.11 feet to the Baseline of Survey of 6<sup>th</sup> Avenue South; thence South 88°37'58" East along the said Baseline of Survey, a distance of 842.94 feet; thence North 01°22'02" East along a line at a right angle to the last described course a distance of 89.14 feet to the beginning of the New Limited Access Right of Way line of said State Road 9 (I-95) and the POINT OF BEGINNING; thence continuing along said New Limited Access Right of Way line for the following two (2) courses: (1) South 88°20'16" East, a distance of 83.45 feet; thence (2) South 86°33'10" East, a distance of 24.50 feet to the East line of said Lot 1 and the POINT OF TERMINUS of the herein described Limited Access Right of Way line.

AND

A portion of Tract 14, SAWYER'S SUBDIVISION OF WEST HALF, SEC. 28, TP. 44, R.43; according to the plat thereof, as recorded in Plat Book 5, Page 12, of the Public Records of Palm Beach County, Florida, lying in Section 28, Township 44 South, Range 43 East, as shown on Sheet 4 of the Florida Department of Transportation Right of Way Map of State Road 9 (I-95), Item/Segment No. 4369631, Section 93220-2482 and being more particularly described as follows:

Commence at a brass disk in concrete stamped "Palm Beach County", found marking the West (W.) Quarter Corner of said Section 28; thence South 01°23'21" West along the West line of the Southwest One-Quarter (SW 1/4) of said Section 28, a distance of 172.11 feet to the Baseline of Survey of 6<sup>th</sup> Avenue South; thence South 88°37'58" East along the said Baseline of Survey, a distance of 1,167.01 feet; thence North 01°22'02" East along a line at a right angle to the last described course, a distance of 65.90 feet to the Northerly Existing Right of Way line of 6th Avenue South per Official Record Book 2194, Page 1893 of the Public Records of Palm Beach County, Florida and the POINT OF BEGINNING; thence North 89°40'44" West along said Northerly Existing Right of Way line, a distance of 196.19 feet; thence North 01°22'47" East, a distance of 24.78 feet to the beginning of the New Limited Access Right of Way line of said State Road 9 (I-95); thence South 86°33'10" East along said New Limited Access Right of Way line, a distance of 196.28 feet to the Westerly Existing Right of Way line of the C.S.X. Railroad and the end of said New Limited Access Right of Way line of said State Road 9 (I-95); thence South 01°23'56" West, a distance of 14.07 feet to the said Northerly Existing Right of Way line of 6th

Avenue South and the POINT OF BEGINNING.

Containing 3,810 square feet, more or less.

Together with all rights of access, ingress, egress, light, air and view between the Grantor's remaining property and any facility constructed on the above described property.

All together containing 11,036 square feet, more or less.

TO HAVE AND TO HOLD the same together with the appurtenances thereunto belonging or in anyway appertaining, and all the estate, right, title, interest, lien, equity and claim whatsoever of the said Grantor, either in law or equity, to the said Grantee forever.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the said Grantor has caused this Quitclaim Deed to be executed in its name by its Mayor, and its seal to be hereto affixed, attested by its City Clerk, the date first above written.

CITY OF LAKE WORTH BEACH

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

ATTEST:

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

STATE OF FLORIDA

COUNTY OF PALM BEACH

The foregoing instrument was acknowledged before me by means of physical presence, this \_\_\_\_ day of \_\_\_\_\_, 2021, by Betty Resch, Mayor, on behalf of the **CITY OF LAKE WORTH BEACH, a Florida municipal corporation**, who is personally known to me.

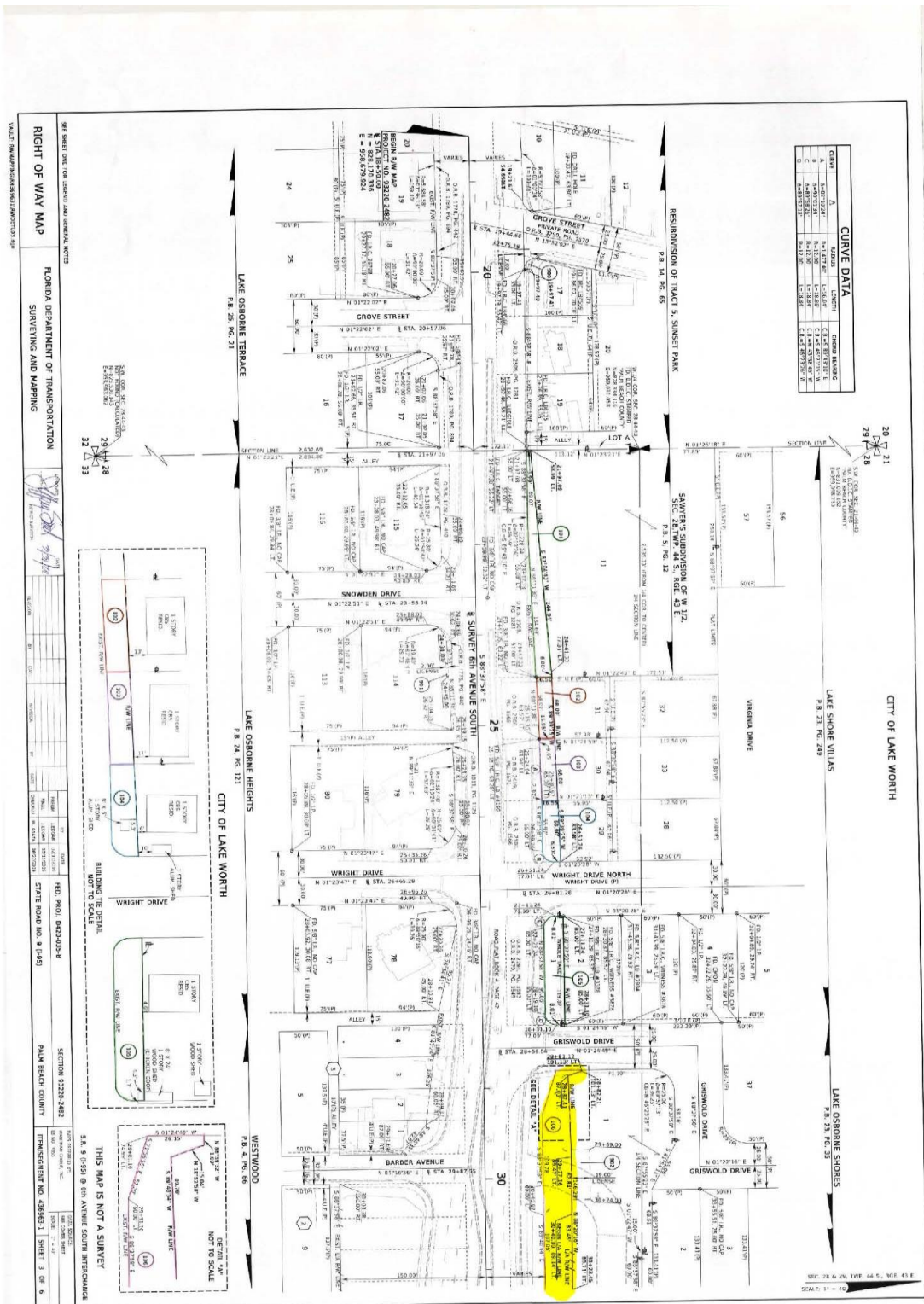
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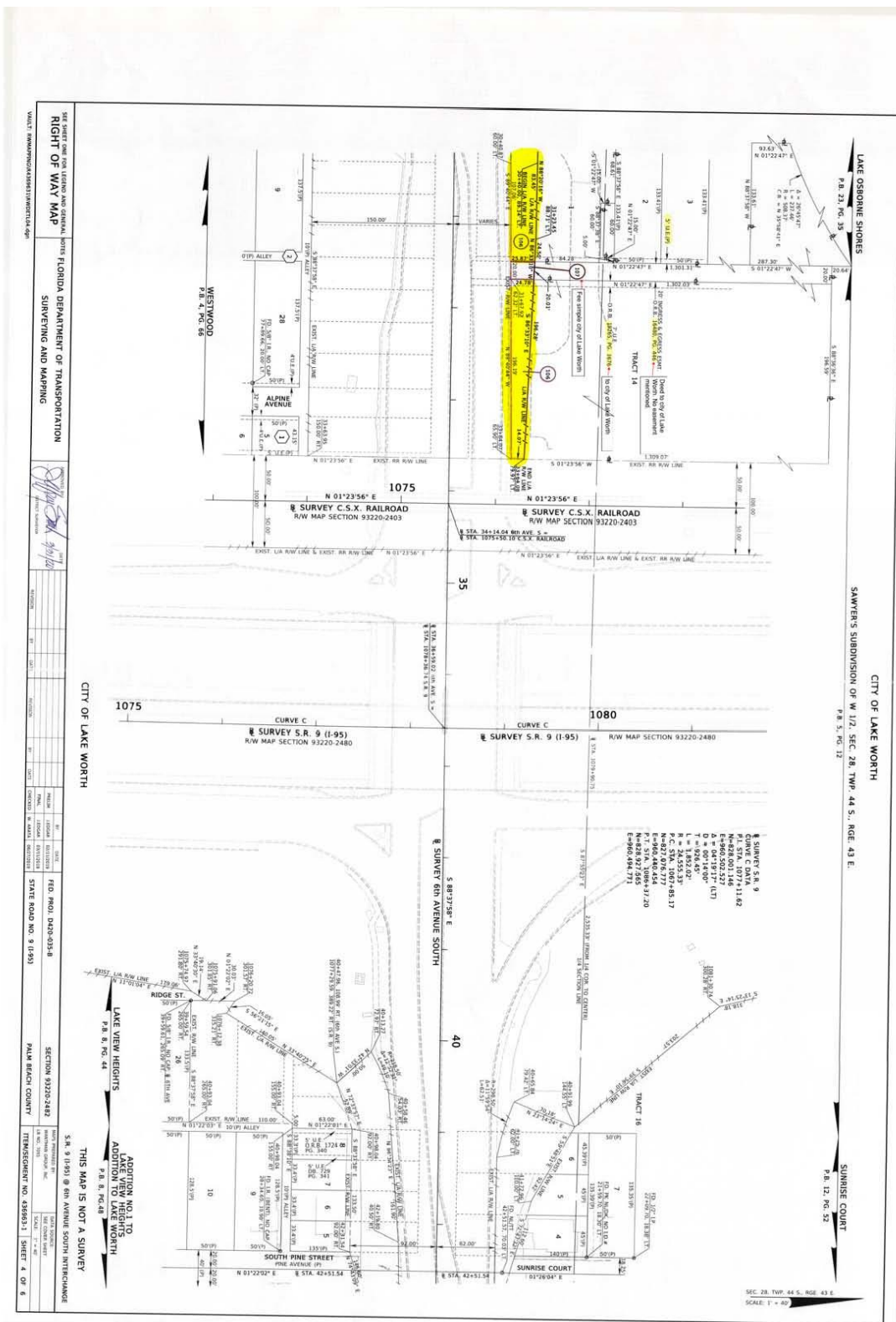
\_\_\_\_\_  
Notary Public

Printed or stamped name of Notary Public

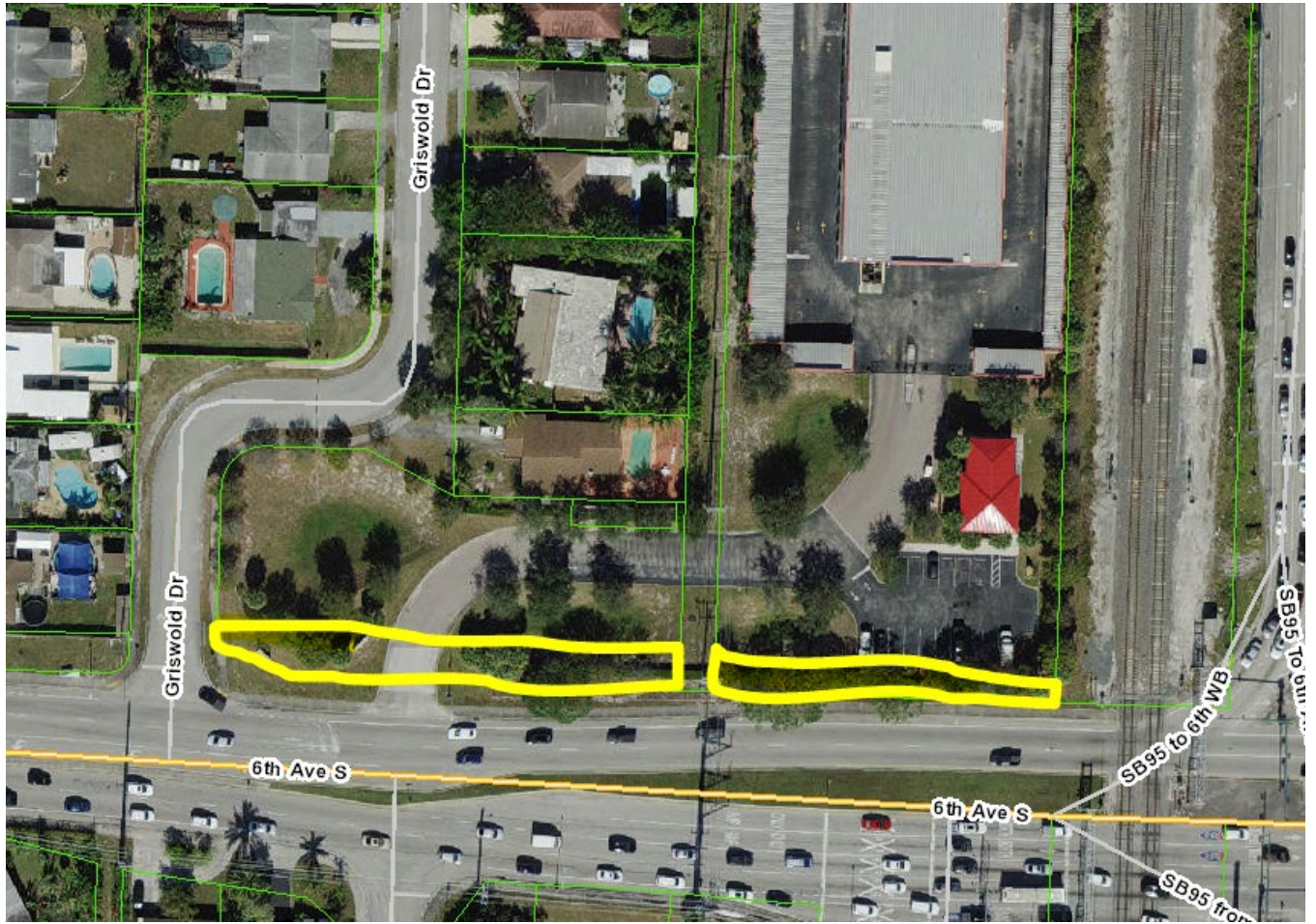
My Commission Expires: \_\_\_\_\_

Fig. 2, Reso. 45-2021





Map of area



# EXECUTIVE BRIEF REGULAR MEETING

**AGENDA DATE:** August 3, 2021

**DEPARTMENT:** City Attorney

**TITLE:**

Resolution No. 46-2021 – authorizing City of Lake Worth Beach to join with the State of Florida and other local governmental units as a participant in the Florida Memorandum of Understanding and Formal Agreements implementing a Unified Plan

**SUMMARY:**

Resolution No. 46-2021 authorizes the City to enter into a Memorandum of Understanding with the State of Florida and other local governmental units to implement a Unified Plan governing the allocation among the parties of proceeds anticipated from the settlement of litigation against companies engaged in the manufacture, marketing, promotion, distribution and dispensing of opioids.

**BACKGROUND AND JUSTIFICATION:**

The State of Florida and many of its local governments have been engaged in litigation against those entities that have profited from the recent opioid epidemic, seeking to recover compensation for the devastating social and fiscal impacts of opioid addiction. The State Attorney General and the PEC (Plaintiffs' Executive Committee for the Opioid Multi District Litigation Panel) have proposed that the State and its local governments enter into a Memorandum of Understanding ("MOU") regarding the allocation of the anticipated settlement proceeds from the litigation. The MOU is a non-binding preliminary agreement to participate in an agreement governing the distribution of proceeds from anticipated settlements with Cardinal Health, Inc., McKesson Corp. and AmerisourceBergen Corp. (collectively known as "the Distributors") and Johnson & Johnson, as well as the Purdue Pharma and Mallinckrodt bankruptcies.

Based upon information provided by the Attorney General, the proposed allocation plan appears to provide greater potential benefits to local governments than the default allocations that have already been negotiated in the bankruptcy cases and are underway in other cases. Those default plans will be applied unless a different agreement is reached beforehand. Under the proposed MOU, there are separate City/County and Regional Funds, in addition to the State fund. Under the default plans, there is no separate City/County fund and all the money flows through regional Managing Entities, with no funds flowing directly to municipalities.

The proposed MOU allocates 15% of total settlement amounts to the City/County fund; a sliding scale of 30-40% to the Regional Fund; and the remaining 45-55% to the State. According to the State, these percentages are more favorable to the cities and counties than a *pro rata* allocation based on the proofs of claims filed in the bankruptcy cases, where the State's claim was four to five times the aggregate amount of the city and county claims.

Recipients of the proceeds must use the funds for abatement activities that address the public health crisis of opioid addiction in the community, such as first responder training and prevention programs for youth. This restriction serves to maximize available funds because it affords



certain tax benefits to the defendants and also avoids federal clawback/recoupment of substantial portions of the settlement proceeds.

Since the total amount of the settlement proceeds is not yet known, it is impossible to predict the amount of money each municipality will receive. The length of the payout period is unknown but could range from seven to ten or more years, based on the bankruptcy settlements. As stated in the Attorney General's letter, "[o]ur current best guess based on projections and assuming total participation, is \$120-\$140M a year for the first few years, \$90-110M a year for the middle years, and then \$60-\$70M a year for the later years of the deal for the State and its subdivisions." Under this hypothetical scenario, the City of Lake Worth's share would be .1171%, or anywhere from \$12,300 to \$22,843 annually.

**MOTION:**

Move to approve/disapprove Resolution No. 46-2021 – authorizing City of Lake Worth Beach to join with the State of Florida and other local governmental units as a participant in the Florida Memorandum of Understanding and Formal Agreements implementing a Unified Plan.

**ATTACHMENT(S):**

Key Points

Proposed Memorandum of Understanding & exhibits

Resolution 46-2021

Letter to Mayor Resch from John M. Guard, Chief Deputy Attorney General

Letter from City Attorney Glen J. Torcivia to Interim City Manager Juan Ruiz

## **Opioid Litigation: Proposed MOU with State of Florida – Key Points**

- The proposal was developed by State of Florida and the PEC (Plaintiffs' Executive Committee for the Opioid Multi District Litigation Panel).
- The MOU is a non-binding preliminary agreement to participate in an agreement governing the distribution of settlement proceeds obtained from settlements of opioid litigation with the Cardinal Health, Inc., McKesson Corp. and AmerisourceBergen Corp. (collectively known as "the Distributors") and Johnson & Johnson as well as the Purdue Pharma and Mallinckrodt bankruptcies.
- The proposed allocation plan appears to provide greater potential benefits to local governments than the default allocations that have already been negotiated in the bankruptcy cases and are underway in other cases. Those default plans will be applied unless a different agreement is reached beforehand.
- Under the proposed MOU, there are separate City/County and Regional Funds, in addition to the State fund. Under the default plans, there is no separate City/County fund and all the money flows through regional Managing Entities.
- The proposed MOU allocates 15% of total settlement amounts to the City/County fund; a sliding scale of 30-40% to the Regional Fund; and the remaining 45-55% to the State. According to the State, these percentages are more favorable to the cities and counties than a *pro rata* allocation based on the proofs of claims filed in the bankruptcy cases, where the State's claim was four to five times the aggregate amount of the city and county claims.
- Recipients of the proceeds must use the funds for abatement activities that address the public health crisis of opioid addiction in the community, such as first responder training and prevention programs for youth. This restriction serves to maximize available funds because it affords certain tax benefits to the defendants and also avoids federal clawback/recoupment of substantial portions of the settlement proceeds.
- The proposed MOU also provides for the creation of an expense fund to cover attorney's fees and litigation expenses incurred on behalf of litigating local governments, to the extent not paid by the defendants as part of the negotiated settlement. The expense fund payment is an enhancement based upon a percentage of the City/County fund. As an incentive to participation by the local governments, the payment ranges from 0% (for less than 85% participation) up to 10% (for 96-100% participation).

**PROPOSAL**  
**MEMORANDUM OF UNDERSTANDING**

Whereas, the people of the State of Florida and its communities have been harmed by misfeasance, nonfeasance and malfeasance committed by certain entities within the Pharmaceutical Supply Chain;

Whereas, the State of Florida, through its Attorney General, and certain Local Governments, through their elected representatives and counsel, are separately engaged in litigation seeking to hold Pharmaceutical Supply Chain Participants accountable for the damage caused by their misfeasance, nonfeasance and malfeasance;

Whereas, the State of Florida and its Local Governments share a common desire to abate and alleviate the impacts of that misfeasance, nonfeasance and malfeasance throughout the State of Florida;

Whereas, it is the intent of the State of Florida and its Local Governments to use the proceeds from Settlements with Pharmaceutical Supply Chain Participants to increase the amount of funding presently spent on opioid and substance abuse education, treatment and other related programs and services, such as those identified in Exhibits A and B, and to ensure that the funds are expended in compliance with evolving evidence-based “best practices”;

Whereas, the State of Florida and its Local Governments, subject to the completion of formal documents that will effectuate the Parties’ agreements, enter into this Memorandum of Understanding (“MOU”) relating to the allocation and use of the proceeds of Settlements described herein; and

Whereas, this MOU is a preliminary non-binding agreement between the Parties, is not legally enforceable, and only provides a basis to draft formal documents which will effectuate the Parties’ agreements.

**A. Definitions**

As used in this MOU:

1. “Approved Purpose(s)” shall mean forward-looking strategies, programming and services used to expand the availability of treatment for individuals impacted by substance use disorders, to: (a) develop, promote, and provide evidence-based substance use prevention strategies; (b) provide substance use avoidance and awareness education; (c) decrease the oversupply of licit and illicit opioids; and (d) support recovery from addiction. Approved Purposes shall include, but are not limited to, the opioid abatement strategies listed on Exhibits A and B which are incorporated herein by reference.

2. “Local Governments” shall mean all counties, cities, towns and villages located within the geographic boundaries of the State.

3. “Managing Entities” shall mean the corporations selected by and under contract with the Florida Department of Children and Families or its successor (“DCF”) to manage the

daily operational delivery of behavioral health services through a coordinated system of care. The singular “Managing Entity” shall refer to a singular of the Managing Entities.

4. “County” shall mean a political subdivision of the state established pursuant to s. 1, Art. VIII of the State Constitution.

5. “Municipalities” shall mean cities, towns, or villages of a County within the State with a Population greater than 10,000 individuals and shall also include cities, towns or villages within the State with a Population equal to or less than 10,000 individuals which filed a Complaint in this litigation against Pharmaceutical Supply Chain Participants. The singular “Municipality” shall refer to a singular of the Municipalities.

6. “Negotiating Committee” shall mean a three-member group comprised by representatives of the following: (1) the State; and (2) two representatives of Local Governments of which one representative will be from a Municipality and one shall be from a County (collectively, “Members”) within the State. The State shall be represented by the Attorney General or her designee.

7. “Negotiation Class Metrics” shall mean those county and city settlement allocations which come from the official website of the Negotiation Class of counties and cities certified on September 11, 2019 by the U.S. District for the Northern District of Ohio in *In re National Prescription Opiate Litigation*, MDL No. 2804 (N.D. Ohio). The website is located at <https://allocationmap.iclaimsonline.com>.

8. “Opioid Funds” shall mean monetary amounts obtained through a Settlement as defined in this MOU.

9. “Opioid Related” shall have the same meaning and breadth as in the agreed Opioid Abatement Strategies attached hereto as Exhibits A or B.

10. “Parties” shall mean the State and Local Governments. The singular word “Party” shall mean either the State or Local Governments.

11. “PEC” shall mean the Plaintiffs’ Executive Committee of the National Prescription Opiate Multidistrict Litigation pending in the United States District Court for the Northern District of Ohio.

12. “Pharmaceutical Supply Chain” shall mean the process and channels through which Controlled Substances are manufactured, marketed, promoted, distributed or dispensed.

13. “Pharmaceutical Supply Chain Participant” shall mean any entity that engages in, or has engaged in the manufacture, marketing, promotion, distribution or dispensing of an opioid analgesic.

14. “Population” shall refer to published U.S. Census Bureau population estimates as of July 1, 2019, released March 2020, and shall remain unchanged during the term of this MOU. These estimates can currently be found at <https://www.census.gov>

15. "Qualified County" shall mean a charter or non-chartered county within the State that: has a Population of at least 300,000 individuals and (a) has an opioid taskforce of which it is a member or operates in connection with its municipalities or others on a local or regional basis; (b) has an abatement plan that has been either adopted or is being utilized to respond to the opioid epidemic; (c) is currently either providing or is contracting with others to provide substance abuse prevention, recovery, and treatment services to its citizens; and (d) has or enters into an agreement with a majority of Municipalities (Majority is more than 50% of the Municipalities' total population) related to the expenditure of Opioid Funds. The Opioid Funds to be paid to a Qualified County will only include Opioid Funds for Municipalities whose claims are released by the Municipality or Opioid Funds for Municipalities whose claims are otherwise barred.

16. "SAMHSA" shall mean the U.S. Department of Health & Human Services, Substance Abuse and Mental Health Services Administration.

17. "Settlement" shall mean the negotiated resolution of legal or equitable claims against a Pharmaceutical Supply Chain Participant when that resolution has been jointly entered into by the State and Local Governments or a settlement class as described in (B)(1) below.

18. "State" shall mean the State of Florida.

## **B. Terms**

1. **Only Abatement** - Other than funds used for the Administrative Costs and Expense Fund as hereinafter described in paragraph 6 and paragraph 9, respectively), all Opioid Funds shall be utilized for Approved Purposes. To accomplish this purpose, the State will either file a new action with Local Governments as Parties or add Local Governments to its existing action, sever settling defendants, and seek entry of a consent order or other order binding both the State, Local Governments, and Pharmaceutical Supply Chain Participant(s) ("Order"). The Order may be part of a class action settlement or similar device. The Order shall provide for continuing jurisdiction of a state court to address non-performance by any party under the Order. Any Local Government that objects to or refuses to be included under the Order or entry of documents necessary to effectuate a Settlement shall not be entitled to any Opioid Funds and its portion of Opioid Funds shall be distributed to, and for the benefit of, the other Local Governments.

2. **Avoid Claw Back and Recoupment** - Both the State and Local Governments wish to maximize any Settlement and Opioid Funds. In addition to committing to only using funds for the Expense Funds, Administrative Costs and Approved Purposes, both Parties will agree to utilize a percentage of funds for the core strategies highlighted in Exhibit A. Exhibit A contains the programs and strategies prioritized by the U.S. Department of Justice and/or the U.S. Department of Health & Human Services ("Core Strategies"). The State is trying to obtain the United States' agreement to limit or reduce the United States' ability to recover or recoup monies from the State and Local Government in exchange for prioritization of funds to certain projects. If no agreement is reached with the United States, then there will be no requirement that a percentage be utilized for Core Strategies.

3. **Distribution Scheme** - All Opioid Funds will initially go to the State, and then be distributed according to the following distribution scheme. The Opioid Funds will be divided into three funds after deducting costs of the Expense Fund detailed in paragraph 9 below:

- (a) City/County Fund- The city/county fund will receive 15% of all Opioid Funds to directly benefit all Counties and Municipalities. The amounts to be distributed to each County and Municipality shall be determined by the Negotiation Class Metrics or other metrics agreed upon, in writing, by a County and a Municipality. For Local Governments that are not within the definition of County or Municipality, those Local Governments may receive that government's share of the City/County Fund under the Negotiation Class Metrics, if that government executes a release as part of a Settlement. Any Local Government that is not within the definition of County or Municipality and that does not execute a release as part of a Settlement shall have its share of the City/County Fund go to the County in which it is located.
- (b) Regional Fund- The regional fund will be subdivided into two parts.
  - (i) The State will annually calculate the share of each County within the State of the regional fund utilizing the sliding scale in section 4 of the allocation contained in the Negotiation Class Metrics or other metrics that the Parties agree upon.
  - (ii) For Qualified Counties, the Qualified County's share will be paid to the Qualified County and expended on Approved Purposes, including the Core Strategies identified in Exhibit A, if applicable.
  - (iii) For all other Counties, the regional share for each County will be paid to the Managing Entities providing service for that County. The Managing Entities will be required to expend the monies on Approved Purposes, including the Core Strategies. The Managing Entities shall endeavor to the greatest extent possible to expend these monies on counties within the State that are non-Qualified Counties and to ensure that there are services in every County.
- (c) State Fund - The remainder of Opioid Funds after deducting the costs of the Expense Fund detailed in paragraph 9, the City/County Fund and the Regional Fund will be expended by the State on Approved Purposes, including the provisions related to Core Strategies, if applicable.
- (d) To the extent that Opioid Funds are not appropriated and expended in a year by the State, the State shall identify the investments where settlement funds will be deposited. Any gains, profits, or interest accrued from the deposit of the Opioid Funds to the extent that any funds are not appropriated and expended within a calendar year, shall be the sole property of the Party that was entitled to the initial deposit.

4. Regional Fund Sliding Scale- The Regional Fund shall be calculated by utilizing the following sliding scale of the Opioid Funds available in any year:

- A. Years 1-6: 40%
- B. Years 7-9: 35%
- C. Years 10-12: 34%
- D. Years 13-15: 33%
- E. Years 16-18: 30%

5. Opioid Abatement Taskforce or Council - The State will create an Opioid Abatement Taskforce or Council (sometimes hereinafter “Taskforce” or “Council”) to advise the Governor, the Legislature, Florida’s Department of Children and Families (“DCF”), and Local Governments on the priorities that should be addressed as part of the opioid epidemic and to review how monies have been spent and the results that have been achieved with Opioid Funds.

- (a) Size - The Taskforce or Council shall have ten Members equally balanced between the State and the Local Governments.
- (b) Appointments Local Governments - Two Municipality representatives will be appointed by or through Florida League of Cities. Two county representatives, one from a Qualified County and one from a county within the State that is not a Qualified County, will be appointed by or through the Florida Association of Counties. The final representative will alternate every two years between being a county representative (appointed by or through Florida Association of Counties) or a Municipality representative (appointed by or through the Florida League of Cities). One Municipality representative must be from a city of less than 50,000 people. One county representative must be from a county less than 200,000 people and the other county representative must be from a county whose population exceeds 200,000 people.
- (c) Appointments State -
  - (i) The Governor shall appoint two Members.
  - (ii) The Speaker of the House shall appoint one Member.
  - (iii) The Senate President shall appoint one Member.
  - (iv) The Attorney General or her designee shall be a Member.
- (d) Chair - The Attorney General or designee shall be the chair of the Taskforce or Council.
- (e) Term - Members will be appointed to serve a two-year term.

- (f) Support - DCF shall support the Taskforce or Council and the Taskforce or Council shall be administratively housed in DCF.
- (g) Meetings - The Taskforce or Council shall meet quarterly in person or virtually using communications media technology as defined in section 120.54(5)(b)(2), Florida Statutes.
- (h) Reporting - The Taskforce or Council shall provide and publish a report annually no later than November 30th or the first business day after November 30th, if November 30th falls on a weekend or is otherwise not a business day. The report shall contain information on how monies were spent the previous fiscal year by the State, each of the Qualified Counties, each of the Managing Entities, and each of the Local Governments. It shall also contain recommendations to the Governor, the Legislature, and Local Governments for priorities among the Approved Purposes for how monies should be spent the coming fiscal year to respond to the opioid epidemic.
- (i) Accountability - Prior to July 1st of each year, the State and each of the Local Governments shall provide information to DCF about how they intend to expend Opioid Funds in the upcoming fiscal year. The State and each of the Local Government shall report its expenditures to DCF no later than August 31st for the previous fiscal year. The Taskforce or Council will set other data sets that need to be reported to DCF to demonstrate the effectiveness of Approved Purposes. All programs and expenditures shall be audited annually in a similar fashion to SAMHSA programs. Local Governments shall respond and provide documents to any reasonable requests from the State for data or information about programs receiving Opioid Funds.
- (j) Conflict of Interest - All Members shall adhere to the rules, regulations and laws of Florida including, but not limited to, Florida Statute §112.311, concerning the disclosure of conflicts of interest and recusal from discussions or votes on conflicted matters.

6. **Administrative Costs**- The State may take no more than a 5% administrative fee from the State Fund (“Administrative Costs”) and any Regional Fund that it administers for counties that are not Qualified Counties. Each Qualified County may take no more than a 5% administrative fee from its share of the Regional Funds.

7. **Negotiation of Non-Multistate Settlements** - If the State begins negotiations with a Pharmaceutical Supply Chain Participant that is separate and apart from a multi-state negotiation, the State shall include Local Governments that are a part of the Negotiating Committee in such negotiations. No Settlement shall be recommended or accepted without the affirmative votes of both the State and Local Government representatives of the Negotiating Committee.

8. **Negotiation of Multistate or Local Government Settlements** - To the extent practicable and allowed by other parties to a negotiation, both Parties agree to communicate with



members of the Negotiation Committee regarding the terms of any other Pharmaceutical Supply Chain Participant Settlement.

9. **Expense Fund** - The Parties agree that in any negotiation every effort shall be made to cause Pharmaceutical Supply Chain Participants to pay costs of litigation, including attorneys' fees, in addition to any agreed to Opioid Funds in the Settlement. To the extent that a fund sufficient to pay the entirety of all contingency fee contracts for Local Governments in the State of Florida is not created as part of a Settlement by a Pharmaceutical Supply Chain Participant, the Parties agree that an additional expense fund for attorneys who represent Local Governments (herein "Expense Fund") shall be created out of the City/County fund for the purpose of paying the hard costs of a litigating Local Government and then paying attorneys' fees.

- (a) The Source of Funds for the Expense Fund- Money for the Expense Fund shall be sourced exclusively from the City/County Fund.
- (b) The Amount of the Expense Fund- The State recognizes the value litigating Local Governments bring to the State of Florida in connection with the Settlement because their participation increases the amount Incentive Payments due from each Pharmaceutical Supply Chain Participant. In recognition of that value, the amount of funds that shall be deposited into the Expense fund shall be contingent upon on the percentage of litigating Local Government participation in the Settlement, according to the following table:

Litigating Local Government Participation in the Settlement (by percentage of the population)	Amount that shall be paid into the Expense Fund from (and as a percentage of) the City/County fund
96 to 100%	10%
91 to 95%	7.5%
86 to 90%	5%
85%	2.5%
Less than 85%	0%

If fewer than 85% percent of the litigating Local Governments (by population) participate, then the Expense Fund shall not be funded, and this Section of the MOU shall be null and void.

- (c) The Timing of Payments into the Expense Fund- Although the amount of the Expense Fund shall be calculated based on the entirety of payments due to the City/County fund over a ten to eighteen year period, the Expense Fund shall be funded entirely from payments made by Pharmaceutical Supply Chain Participants during the first two years of the Settlement. Accordingly, to offset the amounts being paid from the City/County to the Expense Fund in the first two years, Counties or Municipalities may borrow from the Regional Fund during the first two years and pay the borrowed amounts back to the Regional Fund during years three, four, and five.

For the avoidance of doubt, the following provides an illustrative example regarding the calculation of payments and amounts that may be borrowed under the terms of this MOU, consistent with the provisions of this Section:

Opioid Funds due to State of Florida and Local Governments (over 10 to 18 years):	\$1,000
Litigating Local Government Participation:	100%
City/County Fund (over 10 to 18 years):	\$150
Expense Fund (paid over 2 years):	\$15
Amount Paid to Expense Fund in 1st year:	\$7.5
Amount Paid to Expense Fund in 2nd year:	\$7.5
Amount that may be borrowed from Regional Fund in 1st year:	\$7.5
Amount that may be borrowed from Regional Fund in 2nd year:	\$7.5
Amount that must be paid back to Regional Fund in 3rd year:	\$5
Amount that must be paid back to Regional Fund in 4th year:	\$5
Amount that must be paid back to Regional Fund in 5th year:	\$5

- (d) Creation of and Jurisdiction over the Expense Fund- The Expense Fund shall be established, consistent with the provisions of this Section of the MOU, by order of the Circuit Court of the Sixth Judicial Circuit in and for Pasco County, West Pasco Division New Port Richey, Florida, in the matter of *The State of Florida, Office of the Attorney General, Department of Legal Affairs v. Purdue Pharma L.P., et al.*, Case No. 2018-CA-001438 (the “Court”). The Court shall have jurisdiction over the Expense Fund, including authority to allocate and disburse amounts from the Expense Fund and to resolve any disputes concerning the Expense Fund.
- (e) Allocation of Payments to Counsel from the Expense Fund- As part of the order establishing the Expense Fund, counsel for the litigating Local Governments shall seek to have the Court appoint a third-neutral to serve as a special master for purposes of allocating the Expense Fund. Within 30 days of entry of the order appointing a special master for the Expense Fund, any counsel who intend to seek an award from the Expense Fund shall provide the copies of their contingency fee contracts to the special master. The special master shall then build a mathematical model, which shall be based on each litigating Local Government’s share under the Negotiation Class Metrics and the rate set forth in their contingency contracts, to calculate a proposed award for each litigating Local Government who timely provided a copy of its contingency contract.

10. **Dispute resolution-** Any one or more of the Local Governments or the State may object to an allocation or expenditure of Opioid Funds solely on the basis that the allocation or expenditure at issue (a) is inconsistent with the Approved Purposes; (b) is inconsistent with the distribution scheme as provided in paragraph 3, or (c) violates the limitations set forth herein with respect to administrative costs or the Expense Fund. There shall be no other basis for bringing an objection to the approval of an allocation or expenditure of Opioid Funds.

## Schedule A

### Core Strategies

States and Qualifying Block Grantees shall choose from among the abatement strategies listed in Schedule B. However, priority shall be given to the following core abatement strategies (“**Core Strategies**”)[, such that a minimum of \_\_\_% of the [aggregate] state-level abatement distributions shall be spent on [one or more of] them annually].<sup>1</sup>

#### A. Naloxone or other FDA-approved drug to reverse opioid overdoses

1. Expand training for first responders, schools, community support groups and families; and
2. Increase distribution to individuals who are uninsured or whose insurance does not cover the needed service.

#### B. Medication-Assisted Treatment (“MAT”) Distribution and other opioid-related treatment

1. Increase distribution of MAT to non-Medicaid eligible or uninsured individuals;
2. Provide education to school-based and youth-focused programs that discourage or prevent misuse;
3. Provide MAT education and awareness training to healthcare providers, EMTs, law enforcement, and other first responders; and
4. Treatment and Recovery Support Services such as residential and inpatient treatment, intensive outpatient treatment, outpatient therapy or counseling, and recovery housing that allow or integrate medication with other support services.

#### C. Pregnant & Postpartum Women

1. Expand Screening, Brief Intervention, and Referral to Treatment (“SBIRT”) services to non-Medicaid eligible or uninsured pregnant women;
2. Expand comprehensive evidence-based treatment and recovery services, including MAT, for women with co-occurring Opioid Use Disorder (“OUD”) and other Substance Use Disorder (“SUD”)/Mental Health disorders for uninsured individuals for up to 12 months postpartum; and
3. Provide comprehensive wrap-around services to individuals with Opioid Use Disorder (OUD) including housing, transportation, job placement/training, and childcare.

#### D. Expanding Treatment for Neonatal Abstinence Syndrome

1. Expand comprehensive evidence-based and recovery support for NAS babies;
2. Expand services for better continuum of care with infant-need dyad; and
3. Expand long-term treatment and services for medical monitoring of NAS babies and their families.

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<sup>1</sup> As used in this Schedule A, words like “expand,” “fund,” “provide” or the like shall not indicate a preference for new or existing programs. Priorities will be established through the mechanisms described in the Term Sheet.

#### E. Expansion of Warm Hand-off Programs and Recovery Services

1. Expand services such as navigators and on-call teams to begin MAT in hospital emergency departments;
2. Expand warm hand-off services to transition to recovery services;
3. Broaden scope of recovery services to include co-occurring SUD or mental health conditions. ;
4. Provide comprehensive wrap-around services to individuals in recovery including housing, transportation, job placement/training, and childcare; and
5. Hire additional social workers or other behavioral health workers to facilitate expansions above.

#### F. Treatment for Incarcerated Population

1. Provide evidence-based treatment and recovery support including MAT for persons with OUD and co-occurring SUD/MH disorders within and transitioning out of the criminal justice system; and
2. Increase funding for jails to provide treatment to inmates with OUD.

#### G. Prevention Programs

1. Funding for media campaigns to prevent opioid use (similar to the FDA's "Real Cost" campaign to prevent youth from misusing tobacco);
2. Funding for evidence-based prevention programs in schools.;
3. Funding for medical provider education and outreach regarding best prescribing practices for opioids consistent with the 2016 CDC guidelines, including providers at hospitals (academic detailing);
4. Funding for community drug disposal programs; and
5. Funding and training for first responders to participate in pre-arrest diversion programs, post-overdose response teams, or similar strategies that connect at-risk individuals to behavioral health services and supports.

#### H. Expanding Syringe Service Programs

1. Provide comprehensive syringe services programs with more wrap-around services including linkage to OUD treatment, access to sterile syringes, and linkage to care and treatment of infectious diseases.

#### I. Evidence-based data collection and research analyzing the effectiveness of the abatement strategies within the State.

## Schedule B

### Approved Uses

#### PART ONE: TREATMENT

##### A. TREAT OPIOID USE DISORDER (OUD)

Support treatment of Opioid Use Disorder (OUD) and any co-occurring Substance Use Disorder or Mental Health (SUD/MH) conditions through evidence-based or evidence-informed programs or strategies that may include, but are not limited to, the following:<sup>2</sup>

1. Expand availability of treatment for OUD and any co-occurring SUD/MH conditions, including all forms of Medication-Assisted Treatment (MAT) approved by the U.S. Food and Drug Administration.
2. Support and reimburse evidence-based services that adhere to the American Society of Addiction Medicine (ASAM) continuum of care for OUD and any co-occurring SUD/MH conditions
3. Expand telehealth to increase access to treatment for OUD and any co-occurring SUD/MH conditions, including MAT, as well as counseling, psychiatric support, and other treatment and recovery support services.
4. Improve oversight of Opioid Treatment Programs (OTPs) to assure evidence-based or evidence-informed practices such as adequate methadone dosing and low threshold approaches to treatment.
5. Support mobile intervention, treatment, and recovery services, offered by qualified professionals and service providers, such as peer recovery coaches, for persons with OUD and any co-occurring SUD/MH conditions and for persons who have experienced an opioid overdose.
6. Treatment of trauma for individuals with OUD (e.g., violence, sexual assault, human trafficking, or adverse childhood experiences) and family members (e.g., surviving family members after an overdose or overdose fatality), and training of health care personnel to identify and address such trauma.
7. Support evidence-based withdrawal management services for people with OUD and any co-occurring mental health conditions.
8. Training on MAT for health care providers, first responders, students, or other supporting professionals, such as peer recovery coaches or recovery outreach specialists, including telementoring to assist community-based providers in rural or underserved areas.
9. Support workforce development for addiction professionals who work with persons with OUD and any co-occurring SUD/MH conditions.
10. Fellowships for addiction medicine specialists for direct patient care, instructors, and clinical research for treatments.
11. Scholarships and supports for behavioral health practitioners or workers involved in addressing OUD and any co-occurring SUD or mental health conditions, including but not limited to training,

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<sup>2</sup> As used in this Schedule B, words like “expand,” “fund,” “provide” or the like shall not indicate a preference for new or existing programs. Priorities will be established through the mechanisms described in the Term Sheet.

scholarships, fellowships, loan repayment programs, or other incentives for providers to work in rural or underserved areas.

12. [Intentionally Blank – to be cleaned up later for numbering]

13. Provide funding and training for clinicians to obtain a waiver under the federal Drug Addiction Treatment Act of 2000 (DATA 2000) to prescribe MAT for OUD, and provide technical assistance and professional support to clinicians who have obtained a DATA 2000 waiver.

14. Dissemination of web-based training curricula, such as the American Academy of Addiction Psychiatry's Provider Clinical Support Service-Opioids web-based training curriculum and motivational interviewing.

15. Development and dissemination of new curricula, such as the American Academy of Addiction Psychiatry's Provider Clinical Support Service for Medication-Assisted Treatment.

## **B. SUPPORT PEOPLE IN TREATMENT AND RECOVERY**

Support people in treatment for or recovery from OUD and any co-occurring SUD/MH conditions through evidence-based or evidence-informed programs or strategies that may include, but are not limited to, the following:

1. Provide comprehensive wrap-around services to individuals with OUD and any co-occurring SUD/MH conditions, including housing, transportation, education, job placement, job training, or childcare.

2. Provide the full continuum of care of treatment and recovery services for OUD and any co-occurring SUD/MH conditions, including supportive housing, peer support services and counseling, community navigators, case management, and connections to community-based services.

3. Provide counseling, peer-support, recovery case management and residential treatment with access to medications for those who need it to persons with OUD and any co-occurring SUD/MH conditions.

4. Provide access to housing for people with OUD and any co-occurring SUD/MH conditions, including supportive housing, recovery housing, housing assistance programs, training for housing providers, or recovery housing programs that allow or integrate FDA-approved medication with other support services.

5. Provide community support services, including social and legal services, to assist in deinstitutionalizing persons with OUD and any co-occurring SUD/MH conditions.

6. Support or expand peer-recovery centers, which may include support groups, social events, computer access, or other services for persons with OUD and any co-occurring SUD/MH conditions.

7. Provide or support transportation to treatment or recovery programs or services for persons with OUD and any co-occurring SUD/MH conditions.

8. Provide employment training or educational services for persons in treatment for or recovery from OUD and any co-occurring SUD/MH conditions.

9. Identify successful recovery programs such as physician, pilot, and college recovery programs, and provide support and technical assistance to increase the number and capacity of high-quality programs to help those in recovery.
10. Engage non-profits, faith-based communities, and community coalitions to support people in treatment and recovery and to support family members in their efforts to support the person with OUD in the family.
11. Training and development of procedures for government staff to appropriately interact and provide social and other services to individuals with or in recovery from OUD, including reducing stigma.
12. Support stigma reduction efforts regarding treatment and support for persons with OUD, including reducing the stigma on effective treatment.
13. Create or support culturally appropriate services and programs for persons with OUD and any co-occurring SUD/MH conditions, including new Americans.
14. Create and/or support recovery high schools.
15. Hire or train behavioral health workers to provide or expand any of the services or supports listed above.

### **C. CONNECT PEOPLE WHO NEED HELP TO THE HELP THEY NEED (CONNECTIONS TO CARE)**

Provide connections to care for people who have – or at risk of developing – OUD and any co-occurring SUD/MH conditions through evidence-based or evidence-informed programs or strategies that may include, but are not limited to, the following:

1. Ensure that health care providers are screening for OUD and other risk factors and know how to appropriately counsel and treat (or refer if necessary) a patient for OUD treatment.
2. Fund Screening, Brief Intervention and Referral to Treatment (SBIRT) programs to reduce the transition from use to disorders, including SBIRT services to pregnant women who are uninsured or not eligible for Medicaid.
3. Provide training and long-term implementation of SBIRT in key systems (health, schools, colleges, criminal justice, and probation), with a focus on youth and young adults when transition from misuse to opioid disorder is common.
4. Purchase automated versions of SBIRT and support ongoing costs of the technology.
5. Expand services such as navigators and on-call teams to begin MAT in hospital emergency departments.
6. Training for emergency room personnel treating opioid overdose patients on post-discharge planning, including community referrals for MAT, recovery case management or support services.
7. Support hospital programs that transition persons with OUD and any co-occurring SUD/MH conditions, or persons who have experienced an opioid overdose, into clinically-appropriate follow-up care through a bridge clinic or similar approach.

8. Support crisis stabilization centers that serve as an alternative to hospital emergency departments for persons with OUD and any co-occurring SUD/MH conditions or persons that have experienced an opioid overdose.
9. Support the work of Emergency Medical Systems, including peer support specialists, to connect individuals to treatment or other appropriate services following an opioid overdose or other opioid-related adverse event.
10. Provide funding for peer support specialists or recovery coaches in emergency departments, detox facilities, recovery centers, recovery housing, or similar settings; offer services, supports, or connections to care to persons with OUD and any co-occurring SUD/MH conditions or to persons who have experienced an opioid overdose.
11. Expand warm hand-off services to transition to recovery services.
12. Create or support school-based contacts that parents can engage with to seek immediate treatment services for their child; and support prevention, intervention, treatment, and recovery programs focused on young people.
13. Develop and support best practices on addressing OUD in the workplace.
14. Support assistance programs for health care providers with OUD.
15. Engage non-profits and the faith community as a system to support outreach for treatment.
16. Support centralized call centers that provide information and connections to appropriate services and supports for persons with OUD and any co-occurring SUD/MH conditions.

#### **D. ADDRESS THE NEEDS OF CRIMINAL-JUSTICE-INVOLVED PERSONS**

Address the needs of persons with OUD and any co-occurring SUD/MH conditions who are involved in, are at risk of becoming involved in, or are transitioning out of the criminal justice system through evidence-based or evidence-informed programs or strategies that may include, but are not limited to, the following:

1. Support pre-arrest or pre-arraignment diversion and deflection strategies for persons with OUD and any co-occurring SUD/MH conditions, including established strategies such as:
  - a. Self-referral strategies such as the Angel Programs or the Police Assisted Addiction Recovery Initiative (PAARI);
  - b. Active outreach strategies such as the Drug Abuse Response Team (DART) model;
  - c. “Naloxone Plus” strategies, which work to ensure that individuals who have received naloxone to reverse the effects of an overdose are then linked to treatment programs or other appropriate services;
  - d. Officer prevention strategies, such as the Law Enforcement Assisted Diversion (LEAD) model;
  - e. Officer intervention strategies such as the Leon County, Florida Adult Civil Citation Network or the Chicago Westside Narcotics Diversion to Treatment Initiative; or



f. Co-responder and/or alternative responder models to address OUD-related 911 calls with greater SUD expertise

2. Support pre-trial services that connect individuals with OUD and any co-occurring SUD/MH conditions to evidence-informed treatment, including MAT, and related services.
3. Support treatment and recovery courts that provide evidence-based options for persons with OUD and any co-occurring SUD/MH conditions
4. Provide evidence-informed treatment, including MAT, recovery support, harm reduction, or other appropriate services to individuals with OUD and any co-occurring SUD/MH conditions who are incarcerated in jail or prison.
5. Provide evidence-informed treatment, including MAT, recovery support, harm reduction, or other appropriate services to individuals with OUD and any co-occurring SUD/MH conditions who are leaving jail or prison have recently left jail or prison, are on probation or parole, are under community corrections supervision, or are in re-entry programs or facilities.
6. Support critical time interventions (CTI), particularly for individuals living with dual-diagnosis OUD/serious mental illness, and services for individuals who face immediate risks and service needs and risks upon release from correctional settings.
7. Provide training on best practices for addressing the needs of criminal-justice-involved persons with OUD and any co-occurring SUD/MH conditions to law enforcement, correctional, or judicial personnel or to providers of treatment, recovery, harm reduction, case management, or other services offered in connection with any of the strategies described in this section.

#### **E. ADDRESS THE NEEDS OF PREGNANT OR PARENTING WOMEN AND THEIR FAMILIES, INCLUDING BABIES WITH NEONATAL ABSTINENCE SYNDROME**

Address the needs of pregnant or parenting women with OUD and any co-occurring SUD/MH conditions, and the needs of their families, including babies with neonatal abstinence syndrome (NAS), through evidence-based or evidence-informed programs or strategies that may include, but are not limited to, the following:

1. Support evidence-based or evidence-informed treatment, including MAT, recovery services and supports, and prevention services for pregnant women – or women who could become pregnant – who have OUD and any co-occurring SUD/MH conditions, and other measures to educate and provide support to families affected by Neonatal Abstinence Syndrome.
2. Expand comprehensive evidence-based treatment and recovery services, including MAT, for uninsured women with OUD and any co-occurring SUD/MH conditions for up to 12 months postpartum.
3. Training for obstetricians or other healthcare personnel that work with pregnant women and their families regarding treatment of OUD and any co-occurring SUD/MH conditions.
4. Expand comprehensive evidence-based treatment and recovery support for NAS babies; expand services for better continuum of care with infant-need dyad; expand long-term treatment and services for medical monitoring of NAS babies and their families.

5. Provide training to health care providers who work with pregnant or parenting women on best practices for compliance with federal requirements that children born with Neonatal Abstinence Syndrome get referred to appropriate services and receive a plan of safe care.
6. Child and family supports for parenting women with OUD and any co-occurring SUD/MH conditions.
7. Enhanced family supports and child care services for parents with OUD and any co-occurring SUD/MH conditions.
8. Provide enhanced support for children and family members suffering trauma as a result of addiction in the family; and offer trauma-informed behavioral health treatment for adverse childhood events.
9. Offer home-based wrap-around services to persons with OUD and any co-occurring SUD/MH conditions, including but not limited to parent skills training.
10. Support for Children's Services – Fund additional positions and services, including supportive housing and other residential services, relating to children being removed from the home and/or placed in foster care due to custodial opioid use.

## PART TWO: PREVENTION

### **F. PREVENT OVER-PRESCRIBING AND ENSURE APPROPRIATE PRESCRIBING AND DISPENSING OF OPIOIDS**

Support efforts to prevent over-prescribing and ensure appropriate prescribing and dispensing of opioids through evidence-based or evidence-informed programs or strategies that may include, but are not limited to, the following:

1. Fund medical provider education and outreach regarding best prescribing practices for opioids consistent with Guidelines for Prescribing Opioids for Chronic Pain from the U.S. Centers for Disease Control and Prevention, including providers at hospitals (academic detailing).
2. Training for health care providers regarding safe and responsible opioid prescribing, dosing, and tapering patients off opioids.
3. Continuing Medical Education (CME) on appropriate prescribing of opioids.
4. Support for non-opioid pain treatment alternatives, including training providers to offer or refer to multi-modal, evidence-informed treatment of pain.
5. Support enhancements or improvements to Prescription Drug Monitoring Programs (PDMPs), including but not limited to improvements that:
  - a. Increase the number of prescribers using PDMPs;
  - b. Improve point-of-care decision-making by increasing the quantity, quality, or format of data available to prescribers using PDMPs, by improving the interface that prescribers use to access PDMP data, or both; or

c. Enable states to use PDMP data in support of surveillance or intervention strategies, including MAT referrals and follow-up for individuals identified within PDMP data as likely to experience OUD in a manner that complies with all relevant privacy and security laws and rules.

6. Ensuring PDMPs incorporate available overdose/naloxone deployment data, including the United States Department of Transportation's Emergency Medical Technician overdose database in a manner that complies with all relevant privacy and security laws and rules.

7. Increase electronic prescribing to prevent diversion or forgery.

8. Educate Dispensers on appropriate opioid dispensing.

## **G. PREVENT MISUSE OF OPIOIDS**

Support efforts to discourage or prevent misuse of opioids through evidence-based or evidence-informed programs or strategies that may include, but are not limited to, the following:

1. Fund media campaigns to prevent opioid misuse.

2. Corrective advertising or affirmative public education campaigns based on evidence.

3. Public education relating to drug disposal.

4. Drug take-back disposal or destruction programs.

5. Fund community anti-drug coalitions that engage in drug prevention efforts.

6. Support community coalitions in implementing evidence-informed prevention, such as reduced social access and physical access, stigma reduction – including staffing, educational campaigns, support for people in treatment or recovery, or training of coalitions in evidence-informed implementation, including the Strategic Prevention Framework developed by the U.S. Substance Abuse and Mental Health Services Administration (SAMHSA).

7. Engage non-profits and faith-based communities as systems to support prevention.

8. Fund evidence-based prevention programs in schools or evidence-informed school and community education programs and campaigns for students, families, school employees, school athletic programs, parent-teacher and student associations, and others.

9. School-based or youth-focused programs or strategies that have demonstrated effectiveness in preventing drug misuse and seem likely to be effective in preventing the uptake and use of opioids.

10. Create of support community-based education or intervention services for families, youth, and adolescents at risk for OUD and any co-occurring SUD/MH conditions.

11. Support evidence-informed programs or curricula to address mental health needs of young people who may be at risk of misusing opioids or other drugs, including emotional modulation and resilience skills.

12. Support greater access to mental health services and supports for young people, including services and supports provided by school nurses, behavioral health workers or other school staff, to address

mental health needs in young people that (when not properly addressed) increase the risk of opioid or other drug misuse.

## **H. PREVENT OVERDOSE DEATHS AND OTHER HARMS (HARM REDUCTION)**

Support efforts to prevent or reduce overdose deaths or other opioid-related harms through evidence-based or evidence-informed programs or strategies that may include, but are not limited to, the following:

1. Increase availability and distribution of naloxone and other drugs that treat overdoses for first responders, overdose patients, individuals with OUD and their friends and family members, individuals at high risk of overdose, schools, community navigators and outreach workers, persons being released from jail or prison, or other members of the general public.
2. Public health entities provide free naloxone to anyone in the community
3. Training and education regarding naloxone and other drugs that treat overdoses for first responders, overdose patients, patients taking opioids, families, schools, community support groups, and other members of the general public.
4. Enable school nurses and other school staff to respond to opioid overdoses, and provide them with naloxone, training, and support.
5. Expand, improve, or develop data tracking software and applications for overdoses/naloxone revivals.
6. Public education relating to emergency responses to overdoses.
7. Public education relating to immunity and Good Samaritan laws.
8. Educate first responders regarding the existence and operation of immunity and Good Samaritan laws.
9. Syringe service programs and other evidence-informed programs to reduce harms associated with intravenous drug use, including supplies, staffing, space, peer support services, referrals to treatment, fentanyl checking, connections to care, and the full range of harm reduction and treatment services provided by these programs.
10. Expand access to testing and treatment for infectious diseases such as HIV and Hepatitis C resulting from intravenous opioid use.
11. Support mobile units that offer or provide referrals to harm reduction services, treatment, recovery supports, health care, or other appropriate services to persons that use opioids or persons with OUD and any co-occurring SUD/MH conditions.
12. Provide training in harm reduction strategies to health care providers, students, peer recovery coaches, recovery outreach specialists, or other professionals that provide care to persons who use opioids or persons with OUD and any co-occurring SUD/MH conditions.
13. Support screening for fentanyl in routine clinical toxicology testing.

## **PART THREE: OTHER STRATEGIES**

### **I. FIRST RESPONDERS**

In addition to items in sections C, D, and H relating to first responders, support the following:

1. Educate law enforcement or other first responders regarding appropriate practices and precautions when dealing with fentanyl or other drugs.
2. Provision of wellness and support services for first responders and others who experience secondary trauma associated with opioid-related emergency events.

### **J. LEADERSHIP, PLANNING AND COORDINATION**

Support efforts to provide leadership, planning, coordination, facilitation, training and technical assistance to abate the opioid epidemic through activities, programs, or strategies that may include, but are not limited to, the following:

1. Statewide, regional, local, or community regional planning to identify root causes of addiction and overdose, goals for reducing harms related to the opioid epidemic, and areas and populations with the greatest needs for treatment intervention services; to support training and technical assistance; or to support other strategies to abate the opioid epidemic described in this opioid abatement strategy list.
2. A dashboard to share reports, recommendations, or plans to spend opioid settlement funds; to show how opioid settlement funds have been spent; to report program or strategy outcomes; or to track, share, or visualize key opioid-related or health-related indicators and supports as identified through collaborative statewide, regional, local, or community processes.
3. Invest in infrastructure or staffing at government or not-for-profit agencies to support collaborative, cross-system coordination with the purpose of preventing overprescribing, opioid misuse, or opioid overdoses, treating those with OUD and any co-occurring SUD/MH conditions, supporting them in treatment or recovery, connecting them to care, or implementing other strategies to abate the opioid epidemic described in this opioid abatement strategy list.
4. Provide resources to staff government oversight and management of opioid abatement programs.

### **K. TRAINING**

In addition to the training referred to throughout this document, support training to abate the opioid epidemic through activities, programs, or strategies that may include, but are not limited to, the following:

1. Provide funding for staff training or networking programs and services to improve the capability of government, community, and not-for-profit entities to abate the opioid crisis.
2. Support infrastructure and staffing for collaborative cross-system coordination to prevent opioid misuse, prevent overdoses, and treat those with OUD and any co-occurring SUD/MH conditions, or implement other strategies to abate the opioid epidemic described in this opioid abatement strategy list (e.g., health care, primary care, pharmacies, PDMPs, etc.).

### **L. RESEARCH**

Support opioid abatement research that may include, but is not limited to, the following:

1. Monitoring, surveillance, data collection, and evaluation of programs and strategies described in this opioid abatement strategy list.
2. Research non-opioid treatment of chronic pain.
3. Research on improved service delivery for modalities such as SBIRT that demonstrate promising but mixed results in populations vulnerable to opioid use disorders.
4. Research on novel harm reduction and prevention efforts such as the provision of fentanyl test strips.
5. Research on innovative supply-side enforcement efforts such as improved detection of mail-based delivery of synthetic opioids.
6. Expanded research on swift/certain/fair models to reduce and deter opioid misuse within criminal justice populations that build upon promising approaches used to address other substances (e.g. Hawaii HOPE and Dakota 24/7).
7. Epidemiological surveillance of OUD-related behaviors in critical populations including individuals entering the criminal justice system, including but not limited to approaches modeled on the Arrestee Drug Abuse Monitoring (ADAM) system.
8. Qualitative and quantitative research regarding public health risks and harm reduction opportunities within illicit drug markets, including surveys of market participants who sell or distribute illicit opioids.
9. Geospatial analysis of access barriers to MAT and their association with treatment engagement and treatment outcomes.

RESOLUTION NO. 26-2021 OF THE CITY OF LAKE WORTH BEACH, FLORIDA, AUTHORIZING CITY OF LAKE WORTH BEACH (HEREIN REFERRED TO AS THIS "GOVERNMENTAL UNIT") TO JOIN WITH THE STATE OF FLORIDA AND OTHER LOCAL GOVERNMENTAL UNITS AS A PARTICIPANT IN THE FLORIDA MEMORANDUM OF UNDERSTANDING AND FORMAL AGREEMENTS IMPLEMENTING A UNIFIED PLAN

WHEREAS, the City of Lake Worth Beach has suffered harm from the opioid epidemic;

WHEREAS, the City of Lake Worth Beach recognizes that the entire State of Florida has suffered harm as a result from the opioid epidemic;

WHEREAS, the State of Florida has filed an action pending in Pasco County, Florida, and a number of Florida Cities and Counties have also filed an action In re: National Prescription Opiate Litigation, MDL No. 2804 (N.D. Ohio) (the "Opioid Litigation") and City of Lake Worth Beach is a litigating participant in that action;

WHEREAS, the State of Florida and lawyers representing certain various local governments involved in the Opioid Litigation have proposed a unified plan for the allocation and use of prospective settlement dollars from opioid related litigation;

WHEREAS, the Florida Memorandum of Understanding (the "Florida Plan") sets forth a framework of a unified plan for the proposed allocation and use of opioid settlement proceeds and it is anticipated that formal agreements implementing the Florida Plan will be entered into at a future date; and,

WHEREAS, participation in the Florida Plan by a large majority of Florida cities and counties will materially increase the amount of funds to Florida and should improve Florida's relative bargaining position during additional settlement negotiations;

WHEREAS, failure to participate in the Florida Plan will reduce funds available to the State, City of Lake Worth Beach, and every other Florida city and county;

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

SECTION 1. That this Governmental Unit finds that participation in the Florida Plan would be in the best interest of the Governmental Unit and its citizens in that such a plan ensures that almost all of the settlement funds go to abate and resolve the opioid epidemic and each and every city and county receives funds for the harm that it has suffered.

SECTION 2. That this Governmental Unit hereby expresses its support of a

unified plan for the allocation and use of opioid settlement proceeds as generally described in the Florida Plan, attached hereto as Exhibit "A."

SECTION 3. That the City Manager is hereby expressly authorized to execute the Florida Plan in substantially the form contained in Exhibit "A."

SECTION 4. That the City Manager is hereby authorized to execute any formal agreements implementing a unified plan for the allocation and use of opioid settlement proceeds that is not substantially inconsistent with the Florida Plan and this Resolution.

SECTION 5. That the City Clerk be and hereby is instructed to record this resolution in the appropriate record book upon its adoption.

SECTION 6. The City Clerk of this Governmental Unit is hereby directed to furnish a certified copy of this resolution to the Florida League of Cities and to:

Attorney General Ashley Moody c/o John M. Guard  
The Capitol,  
PL-01  
Tallahassee, FL 32399-1050

SECTION 7. This resolution shall take effect immediately upon its adoption.

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

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

The Mayor thereupon declared this resolution duly passed and adopted on this  
\_\_\_\_\_ day of \_\_\_\_\_ 2021.

LAKE WORTH BEACH CITY COMMISSION

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

ATTEST:

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



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\*FLORIDA BAR BOARD CERTIFIED  
CITY COUNTY AND LOCAL GOVERNMENT ATTORNEY

June 15, 2021

Juan Ruiz, Acting City Manager  
City of Lake Worth Beach  
7 North Dixie Highway  
Lake Worth Beach, FL 33460

Re: Opioid Litigation – Proposed MOU with State

Dear Mr. Ruiz:

You have requested guidance as to whether the City of Lake Worth Beach should consider entering into a Memorandum of Understanding (“MOU”) proposed by the State of Florida in connection the allocation of proceeds (the “Florida Plan”) from the opioid litigation, as set forth in correspondence dated April 13, 2021 from the Office of the Attorney General. It should be noted that the MOU is a non-binding agreement to participate in the effort to finalize an allocation plan that is substantially similar to the terms proposed.

Since the total amount of the settlement proceeds is not yet known, it is impossible to predict the amount of money each municipality will receive. The length of the payout period is unknown but could range from seven to ten or more years, based on the bankruptcy settlements. As stated in the Attorney General’s letter, “[o]ur current best guess based on projections and assuming total participation, is \$120-\$140M a year for the first few years, \$90-110M a year for the middle years, and then \$60-\$70M a year for the later years of the deal for the State and its subdivisions. Under this hypothetical scenario, the City of Lake Worth’s share would be .1171%, or anywhere from \$12,300 to \$22,843 annually.

Nonetheless, based upon our review of the documentation provided by the Attorney General and the status of the litigation and bankruptcies, we have concluded that agreeing to the terms of the MOU may be advantageous to municipalities in several respects.

First, the proposed Florida Plan provides greater benefits to local governments than the allocations negotiated in the bankruptcies, which will apply in the absence of the MOU. Under

Juan Ruiz, Acting City Manager

June 15, 2021

Page 2

the allocation negotiated in the *Purdue* bankruptcy, there is no city/county fund, and only subdivisions with populations greater than 400,000 will receive any funds directly. Furthermore, the allocations to local governments proposed under the Florida Plan are greater than a *pro rata* allocation based on the proofs of claim filed by the state and local governments. Finally, the proposed allocation under the MOU provides for enhancement of benefits based upon the number of municipalities that agree to participate.

On the other hand, under the MOU, the use of the proceeds is restricted to abatement activities to address the public health crisis caused by opioid addiction. While these may be of great value to the City of Lake Worth Beach, it also means that the funds cannot be used for any other purpose.

Enclosed with this letter you will find a copy of the Attorney General's April 13 letter, along with concise summary of key points regarding the proposed MOU. Also enclosed is a set of materials to assist in preparation of the agenda item packet. This includes a proposed resolution authorizing the City to participate in the MOU and Formal Agreements implementing the unified plan, based upon the Attorney General's template, along with a copy of the MOU and attached "Florida Plan."

Sincerely,



Glen J. Torcivia  
Enclosures



ASHLEY MOODY  
ATTORNEY GENERAL  
STATE OF FLORIDA

OFFICE OF THE ATTORNEY GENERAL

PL-01 The Capitol  
Tallahassee, FL 32399-1050  
Phone (850) 414-3300  
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April 13, 2021

Mayor Betty Resch  
City of Lake Worth Beach  
7 North Dixie Highway  
Lake Worth Beach, FL 33460  
[bresch@lakeworthbeachfl.gov](mailto:bresch@lakeworthbeachfl.gov)

**RE: Opioid Litigation**

Dear Mayor Resch:

My name is John Guard and I am the Chief Deputy Attorney General for the State of Florida (the "State"). Since she took office, Attorney General Moody has been heavily involved in leading both the State's ongoing opioid litigation and several different negotiations with defendants in that litigation. Those negotiations have included litigation counsel representing cities and counties.

As part of those negotiations to enable Florida to achieve the maximum amount recoverable for both the State and its subdivisions, the State has been negotiating for a lengthy time with outside counsel for nearly all litigating political subdivisions within the State. After multiple sessions and significant compromise by both sides, the attached memorandum of understanding ("MOU") has been reached. We have offered and the lawyers for the litigating subdivisions are recommending to their clients that the attached MOU be accepted. This proposal is the result of numerous meetings and includes feedback and comments from many local subdivisions. Based on the status of this litigation, the likely structure of any resolution, the potential litigation risks in the absence of such an agreement, the State believe that this proposal reflects a reasonable compromise between the State and its political subdivisions.

The purpose of this letter is to summarize the primary terms of the MOU and attempt to anticipate questions that you, your commission, and your internal and/or other legal counsel may have regarding this litigation and allocation proposal.

### **What cases does this MOU apply?**

This allocation agreement is intended to govern the distribution of settlement proceeds obtained through the Purdue Pharma L.P. (“Purdue”) bankruptcy, the Mallinckrodt PLC (“Mallinckrodt”) bankruptcy, the distributor (Cardinal Health, Inc., McKesson Corp., and AmerisourceBergen Corp. (collectively referred to as the “Distributors”)) and Johnson & Johnson (“J&J”) potential deal, as well as any additional settlements obtained related to the opioid litigation.

### **Why is an allocation agreement necessary and why now?**

Almost 100 political subdivisions within the State of Florida, as well as the State of Florida itself, have filed suit against numerous entities engaged in the manufacture, marketing, promotion, distribution or dispensing of opioids. Another 30 political subdivisions within the State of Florida have filed claims in the Purdue bankruptcy.

The State and the Plaintiffs’ Executive Committee for the Opioid Litigation Multi-District Litigation panel (the “PEC”) are in ongoing negotiations with Purdue, Mallinckrodt, the Distributors, and J&J with potential resolutions anticipated in the coming weeks. Under the likely settlement structure for these cases, states and their political subdivisions are strongly incentivized to reach a joint resolution of all State and political subdivision claims. Under the Distributor and J&J deal, the State and its subdivisions receive a substantially larger settlement amount the higher the number of subdivisions sign on to the deal. Therefore, it is in the best interest of all political subdivisions and the State of Florida to reach an allocation agreement which will permit the joint resolution of all claims within the state.

The deals contemplate the need for relatively quick buy in by subdivisions in order to maximize recovery. The pace of negotiations is accelerating, and Purdue has filed its plan of reorganization. Given this accelerating pace, there is a greater sense of urgency among all counsel to come to agreement and resolve how monies are going to be allocated, so that we can move Purdue, Mallinckrodt, and other potential settlements toward finality. Given the Sunshine law, the likely need for public notice and comment, and the complexity of the deals, we need to agree to an allocation plan now to ensure that Florida maximizes recovery.

### **How can funds be utilized?**

You will see as you review the MOU that the State and its subdivisions, who execute this MOU, are agreeing that almost all the funds from any settlement will go to abatement activities. In other words, funds must be utilized for strategies, programming and services used to expand the availability of treatment for individuals impacted by Opioid Use Disorder or co-occurring Substance Use Disorder and Mental Health disorders (“Approved Purposes”). A non-exclusive list of potential abatement programs and uses are included in Exhibits A and B to the agreement. The list was developed nationally consulting with public health officials in multiple states, experts for the states and subdivisions, and officials within the United States Department of Health and Human Services. These uses are intended to best serve the overall purpose and

intention of this litigation, which is to abate the continuing public health crisis of opioid addiction within our communities.

While supported by the State, this requirement was imposed the defendants for tax and other reasons. It is also necessary to militate against the United States seeking substantial amounts of settlement funds from both the State and subdivisions as recoupment.

### **How are the funds allocated amongst the States?**

While not part of the MOU, the States have been negotiating the national allocation for almost two years with an agreement reached in late 2019. Florida's interstate allocation is 7.03%. That allocation is the second largest allocation in the nation ahead of Texas, which is the second largest state. Florida is one of a handful of states whose allocation is greater and greater by a significant percentage above its population (Florida has 6.54% of the United States' population). The only states that have larger gains over their population are the opioid belt states: West Virginia, Kentucky, etc. The interstate allocation is the product of two measures. One calculated by the PEC and the other calculated by the States. The data sets chosen are slightly different (including different years and what measures were selected), but the main difference is that some states demanded that population play a more significant factor in the state allocation and it is not a factor in the PEC calculation. Given how much Florida's allocation percentage is above its population, the need in these settlements to maximize the number of states settling, and the potential litigation risks in the absence of such an agreement, it would be our recommendation that cities and counties accept the interstate allocation.

### **How much money does the State expect for it and its subdivisions?**

It depends. Each of the current or proposed settlements are for different lengths of time and each contain different variability. In Purdue, payments are paid over a ten-year period and vary with the performance of the ongoing business of the new company and payments from third parties. In Mallinckrodt, payment amounts are still being negotiated, but will be paid over seven years and will vary depending on the value of the emerging company seven years later as part of the recovery is warrants in the re-emerged company. In the Distributor and J&J proposed deal, the proposed deal is over eighteen years and the amount paid varies depending on subdivision participation and whether other subdivisions file opioid related litigation in the future. As part of the MOU, the State is willing to seek judicial or legislative action to reduce the variability of the monies, especially in connection with the Distributor and J&J deal. Our current best guess based on projections and assuming total participation is \$120-140M a year for the first few years, \$90-110M a year for the middle years, and then \$60-70M a year for the later years of the deal for the State and its subdivisions. Again, these numbers can and will vary and hopefully will increase if additional settlements are reached.

### **How are the funds allocated amongst the State and its subdivisions?**

This Proposal divides all settlement funds between three funds: (1) the City/County Fund; (2) the Regional Fund; and (3) the State Fund.

The **City/County Fund** consists of 15% of the total settlement amounts allocable to the State of Florida. These funds are distributed to all counties and qualifying municipalities in the State of Florida.

The allocation of the City/County Fund between counties and municipalities is based on a model referred to as the “Negotiation Class Metrics.” This model was developed in the National Prescription Opiate MDL by the PEC, and considers: (1) the amount of opioids shipped to the county; (2) the number of opioid deaths that occurred in that county; and (3) the number of people who suffer opioid use disorder in that county. Allocations between counties and municipalities within each county use historical federal data showing how the specific county and the cities within it have made opioids-related expenditures in the past.

We have attached a spreadsheet to this letter that provides you an estimated amount per year for an amount within each range in the previous question.

The **Regional Fund** consists of a sliding scale between 30% and 40% of the total settlement amounts allocable to the State of Florida, with the largest percentages occurring in the immediate years after settlement and decreasing over time.

These funds are allocated to counties in accordance with the “Negotiating Class Metrics” described above. In the case of counties with a population of over 300,000, and which satisfy other criteria regarding abatement infrastructure, (termed “Qualified Counties”) these funds are provided directly to the county. For the remainder of counties within the State, these funds are provided to the Managing Entity (the entity that the State has contracted with to provide substance abuse treatment) for that county, to be spent on approved purposes within the region that the county is a part.

*For Counties with populations greater than 300,000:* We encourage you to review the definition of Qualified County in the MOU, so that you can understand the other requirements that you will have to meet. Importantly, the definition of Qualified County requires that you reach an agreement with at least some municipalities (at least 50% of the population) within your county as to how these funds are spent. The requirements of such agreements are subject to further discussion and negotiation.

We have attached a spreadsheet to this letter that provides you an estimated amount per year for an amount within each range in the previous question. The amount will vary for qualified counties depending on how many municipalities in that County: (1) join a settlement; and (2) enter an agreement with a County.

*For Counties with populations less than 300,000 or that do not qualify as a Qualified County:* Currently, a majority of the monies being utilized to respond to the opioid epidemic in the State flow through Managing Entities located regionally who provide service in each community. When we traveled the state before COVID and had discussions with many of you, most (outside a couple large counties) indicated that they

had a good working relationship with their Managing Entity. Indeed, several indicated that they were already involved with their Managing Entity. The actual dollar amounts annually paid to smaller counties under the contemplated settlement agreements are not substantial enough to support standalone programs. Given that reality, but wanting to maximize services locally, it made sense to have the monies flow through the existing structure to expand services in each county. If there are issues or problems with Managing Entities, we are happy to engage. We are also happy to try and help communities get involved in or engage with their Managing Entity.

We have attached a spreadsheet to this letter that demonstrates the amounts attributable to each county per year for an amount within each range in the previous question.

The **State Fund** consists of the remaining 45% to 55% of the total settlement amounts allocable to the State of Florida, depending on the amount of the Regional Fund above. As with the City/County Fund and Regional Fund, these funds must be spent on Approved Purposes

### **Why should we agree to this allocation?**

The proposed allocation in the MOU is better than the alternative that subdivisions will receive if they do not enter an agreement with the State. Two of the defendants who we have negotiated with, Purdue and Mallinckrodt are now in bankruptcy. In advance of and in connection with those bankruptcies, the states, the PEC, and city and county representatives negotiated a default intrastate allocation and agreed that it will apply unless a state and its cities and counties agree to something else. A Deputy County Attorney for Broward County, Florida, was involved in the negotiations related to Purdue. Something like the Purdue default allocation is currently in the draft connected to the Distributor and J&J deal.

The allocation above is superior for Florida's subdivisions than that default allocation. Indeed, the State offered substantial improvements over those terms from the beginning of the negotiations that led to this MOU. We have attached a copy of the Purdue abatement term sheet for your review. Under that default allocation, there is no city/county fund. Only subdivisions with populations greater than 400,000 people are eligible to receive any monies directly. Almost all the monies will flow through the Managing Entities who are regionally supplying services. The allocation percentages for the regional bucket are dollar based and decrease to half, far more quickly than in the MOU. In other words, the allocation in this MOU allows a far greater recovery directly to each Florida city and county than the alternative and greater recoveries regionally for all subdivisions.

The allocation is also better than the cities and counties would achieve if damages were proportionally allocated. In the Purdue bankruptcy, over one hundred twenty-five Florida subdivisions filed proofs of claims. When the size of those claims is compared to that of the State's claim, the State's claim was more than four, almost five times larger than all the subdivisions' claims combined. Subdivisions are getting substantially more than what their proportional share would be. The State is willing to agree to the larger because it frankly reflects the reality of how monies are currently being spent and is consistent with how the legislature has been appropriating monies to combat this crisis.

## **If individual subdivisions do not agree to a settlement, what will happen?**

If there are hold outs or subdivisions that do not respond, the MOU contemplates that the State will either file a new suit or sever its claims against settling defendants from its existing opioid lawsuit and add political subdivisions and through either a class action mechanism or declaratory relief seek to bar future subdivision claims. Such action is necessary to ensure that the State and any subdivisions that agree to a settlement maximize their recoveries. This not a novel position and there is a substantial body of Florida law that exists that the State may resolve and release public claims including subdivision claims.<sup>1</sup> That being said, the State would prefer that we reach agreement on the allocation under the proposed MOU and handle things consensually. But, if there are holdouts, the State is prepared to litigate or seek legislation from the legislature to ensure that cities and counties that agree to this MOU are protected and will receive the recovery contemplated under the allocation.

## **What are the next steps and the timeline?**

We would ask that you review the attached MOU and proposed model resolution supporting an agreement on the MOU terms. We will be scheduling calls to answer questions about the MOU. We would ask each subdivision to think about who is attending each session and ensure that any of those discussions will not violate Florida's government-in-the-sunshine law. If you will contact my administrator, Janna Barineau, by e-mail ([Janna.Barineau@myfloridalegal.com](mailto:Janna.Barineau@myfloridalegal.com)), we will include you in those discussions. After those discussions, we would then ask that you follow Florida law for approving such a resolution by your commission and in due course, pass it, and return a copy to me at the address on the first page of the letter. Potential settlements are anticipated in the coming weeks or months, but I cannot tell you exactly when a settlement will be finalized. These proposed settlements are

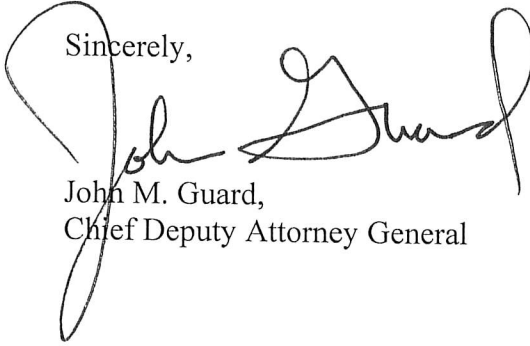
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<sup>1</sup> See Fla. Stat. §501.207(1)(c)(authorizing the Attorney General to bring “[a]n action on behalf of one or more consumers or **government entities** for actual damages...” under Florida’s Deceptive and Unfair Trade Practices Act); e.g., *Engle v. Liggett Group, Inc.*, 945 So. 2d 1246, 1258-62 (Fla. 2006); *Young v. Miami Beach Improvement Co.*, 46 So. 2d 26, 30 (Fla. 1950); *Castro v. Sun Bank of Bal Harbour*, 370 So. 2d 392, 393 (Fla. 3d DCA1979); *City of New Port Richey v. State ex rel. O’Malley*, 145 So. 903, 905 (Fla. 2d DCA 1962); also *State of Florida ex rel. Shevin v. Exxon Corp.*, 526 F.2d 266, 275 (5<sup>th</sup> Cir. 1976) (holding that the Attorney General could file suit seeking damages for injuries sustained by government entities who had not specifically authorized the Attorney General to do so); *Eggers v. City of Key West*, 2007 WL 9702450, at \*3 (S.D. Fla. Feb. 26, 2007) (concluding “[a]pplicable Florida law states that a judgment in an action brought against a public entity that adjudicates matters of general interest to the citizens of the jurisdiction is binding on all citizens of that jurisdiction.”); *Aerojet-General Corp. v. Askew*, 366 F. Supp. 901, 908-11 (N.D. Fla. 1973).



anticipated to include provisions which establish time limits on agreements between states and political subdivisions. As a result, we would request that you pass a resolution in the next 60-90 days, if possible.

Sincerely,

A handwritten signature in black ink, appearing to read "John M. Guard". The signature is fluid and cursive, with a large loop at the end.

John M. Guard,  
Chief Deputy Attorney General

cc: Glen Torcivia  
Torcivia, Donlon & Goddeau, P.A.  
701 Northpoint Parkway Ste 209  
Lake Worth Beach, FL 33407-1956  
glen@torcivialaw.com

Enc. Proposal with Ex. A and B  
Recovery Spreadsheet  
Purdue Abatement Term Sheet

# EXECUTIVE BRIEF REGULAR MEETING

**AGENDA DATE:** August 3, 2021

**DEPARTMENT:** Public Works

**TITLE:**

Agreement with Priority Towing for City-wide Vehicle Towing and Storage

**SUMMARY:**

The Agreement with Priority Towing authorizes the vendor to perform Vehicle Towing and Storage services City-wide

**BACKGROUND AND JUSTIFICATION:**

The City of Lake Worth Beach maintains 116 miles of paved roadways, multiple city facilities and parks, and hundreds of pieces of equipment and city fleet. Vehicular towing and storage services are an important part of maintaining safe roadways and city property, cooperation with law and code enforcement, and towing of city fleet vehicles and equipment.

On June 3, 2021, the City accepted proposals for “RFP 21-206 – Vehicle Towing and Storage” and received a total of 5 proposals. A selection committee met to review the proposals on June 16, 2021 and upon discussion and scoring the proposals, Priority Towing was determined to be the highest ranked proposer.

The Agreement with Priority Towing authorizes the vendor to perform vehicle towing and storage services for the City. The agreement is for an initial term of 3 years with the option to renew for 2 additional 1 year periods. The agreement provides for revenue for the City for towing fees for violators, published towing rates for vehicle owners being towed, and costs for City fleet towing services. All rates are incorporated into the Agreement in Exhibit A1.

**MOTION:**

Move to approve/disapprove the Agreement with Priority Towing for Vehicle Towing and Storage Services.

**ATTACHMENT(S):**

Fiscal Impact Analysis  
Agreement  
Evaluation Matrix

**FISCAL IMPACT ANALYSIS**

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

<b>Fiscal Years</b>	<b>2021</b>	<b>2022</b>	<b>2023</b>	<b>2024</b>	<b>2025</b>
Capital Expenditures	0	0	0	0	0
Operating Expenditures	(750)	(10,000)	(10,000)	(10,000)	(10,000)
External Revenues	8,154.16	48,925	48,925	48,925	48,925
Program Income	0	0	0	0	0
In-kind Match	0	0	0	0	0
<b>Net Fiscal Impact</b>	<b>7,404.16</b>	<b>38,925</b>	<b>38,925</b>	<b>38,925</b>	<b>38,925</b>
No. of Addn'l Full-Time Employee Positions	0	0	0	0	0

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

Account Number	Account Description	Project Number	FY21 Budget	Current Balance	Budget Transfer	Agenda Expenditure	Balance
530-5070-549-34-50	Other Contr. Serv.	N/A	12,000	954.50		750.00	204.50
530-0000-341.60-30	Towing Fines	N/A	N/A	N/A		8,154.16*	8,154.16

\* Anticipated revenue for the months of August and September 2021.

## **AGREEMENT FOR VEHICLE TOWING AND STORAGE SERVICES**

**THIS AGREEMENT** ("Agreement") is made on this as of \_\_\_\_\_, 2021, between the **City of Lake Worth Beach**, Florida, a municipal corporation ("CITY"), with its office located at 7 North Dixie Highway, Lake Worth Beach, Florida 33460, and **Priority Towing, Inc.**, a corporation authorized to do business in the State of Florida ("CONTRACTOR") with its office located at 7153 Southern Blvd, Suite A, West Palm Beach, FL 33413.

### **RECITALS**

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

WHEREAS, the CITY issued Request for Proposals #21-206 in order to obtain a vehicle towing and storage services for the City of Lake Worth Beach ("RFP"); and

WHEREAS, the CITY received five responses before the deadline including a response from the CONTRACTOR; and

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

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

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

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

#### **1. TERM**

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

#### **2. SCOPE OF WORK**

2.1 The CONTRACTOR's scope of work includes providing the services required to for vehicle towing and storage for the CITY consistent with the minimum requirements and scope of services, as more specifically set forth in the RFP, which is incorporated herein by reference ("Scope of Work").

2.2 The CONTRACTOR represents to the CITY that all work performed under this Agreement shall be in accordance with accepted and established trade practices and procedures recognized

in the CONTRACTOR's trade in general and that the equipment provided and services shall conform to the highest standards and in accordance with this Agreement.

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

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

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

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

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

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

### **4. EQUIPMENT & MATERIALS**

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

### **5. FEE AND ORDERING MECHANISM**

5.1 The CITY agrees to compensate CONTRACTOR in accordance with the rate schedule set forth in **Exhibit "A"**. The CITY shall not reimburse CONTRACTOR for any additional costs incurred as a direct or indirect result of CONTRACTOR providing services to the City under this Agreement and not set forth in **Exhibit "A"**. The CONTRACTOR shall be paid by the CITY within thirty (30) days of receipt of an approved invoice.

5.2 Should the CITY require additional work, which additional work is not included in the initial Scope of Work, the CITY and CONTRACTOR will prepare and execute a written amendment to this Agreement forth the additional work and the total cost for the same prior to any such additional work being provided by the CONTRACTOR.

## **6. PAYMENT TO THE CITY**

6.1 Pursuant to the rate schedule set forth in Exhibit "A", the CONTRACTOR shall collect, as directed by the CITY all fines and costs due to the CITY prior to releasing any vehicles, provided the CONTRACTOR may legally hold vehicles for such collection. The CONTRACTOR shall make payments to the CITY, on a monthly basis, all money collected on behalf of the CITY and shall provide accounting of such monies in a manner as determined by the CITY.

## **7. INVOICE**

7.1 The CONTRACTOR shall submit a monthly itemized invoice to the CITY detailing all amounts owed by the CITY and detailing all amounts to be paid by the CONTRACTOR to the CITY.

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

## **8. AUDIT BY CITY**

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

## **9. COPIES OF DATA/DOCUMENTS**

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

## **10. OWNERSHIP**

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

## **11. WRITTEN AUTHORIZATION REQUIRED**

11.1 The CONTRACTOR shall not make changes in the Scope of Work or perform any additional work or provide any additional materials under this Agreement without first obtaining written authorization from the CITY for such additional services or materials. Additional services or materials provided without written authorization shall be done at the CONTRACTOR's sole risk and without payment from the CITY.

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

12.1 If the CONTRACTOR fails to timely perform the Scope of Work or additional work or has failed in any other respect to satisfactorily perform in accordance with this Agreement; or, is in material breach of a term or condition of this Agreement, the City Manager or designee may give written notice to the CONTRACTOR specifying the default(s) to be remedied. Such notice shall set forth a reasonable timeframe for correcting the default(s) and any suggested corrective measures. If the CONTRACTOR does not remedy the default(s) within the timeframe provided in the CITY's notice or commence good faith steps to remedy the default to the reasonable satisfaction of the CITY, the CITY may take such action to remedy the default and all expenses related thereto shall be borne by the CONTRACTOR including, without limitation, utilization of another contractor to provide for such work and all of the CITY's legal fees; and/or, the CITY may withhold any money due or which may become due to the CONTRACTOR for such expense and/or work related to the claimed default. Alternatively, or in addition to the foregoing, if after three (3) business days the CONTRACTOR has not remedied defaults or commenced good faith steps to remedy defaults to the satisfaction of the CITY, the CITY may elect to terminate this Agreement. No cancellation fee or other compensation shall be paid by the CITY for de-mobilization, take-down, disengagement, wind-down, lost profits, or other costs incurred due to termination of this Agreement under this paragraph.

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

12.3 If the CITY fails to timely perform in accordance with this Agreement; or, is in material breach of a term or condition of this Agreement, the CONTRACTOR may give written notice to the CITY specifying the default(s) to be remedied. Such notice shall set forth a reasonable timeframe for correcting the default(s) and any suggested corrective measures. If the CITY does not remedy the default(s) within the timeframe provided in the CONTRACTOR's notice or commence good faith steps to remedy the default to the reasonable satisfaction of the CONTRACTOR, the CONTRACTOR may take such action to remedy the default and all expenses related thereto shall be borne by the CITY; and/or, the CONTRACTOR may withhold any work. Alternatively, or in addition to the foregoing, if after three (3) business days the CITY has not remedied defaults or commenced good faith steps to remedy defaults to the satisfaction of the CONTRACTOR, the CONTRACTOR may elect to terminate this Agreement.

### **13. INSURANCE**

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

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

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

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

13.4 The CONTRACTOR shall maintain, during the life of this Contract, Garage Keepers Legal Liability policy at minimum level of \$250,000.

#### **14. WAIVER OF BREACH**

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

#### **15. INDEMNITY**

15.1 The CONTRACTOR shall indemnify, defend and hold harmless, to the maximum extent permitted by law, the CITY and its officers, agents, employees and representatives, from and against any and all liability, suit, actions, proceedings, judgments, claims, losses, liens, damages, injuries (whether in contract or in tort, including personal injury, accidental death, patent infringement or property damage, and regardless, of whether the allegations are false, fraudulent or groundless), costs and expenses (including attorney's fees, litigation, arbitration, mediation, appeal expenses) to the extent arising out of and/or related to the acts, omissions or neglect of the CONTRACTOR or any of its agents, employees, subcontractors or by anyone the CONTRACTOR directly or indirectly employed or utilized under this Agreement.

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

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

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



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

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

16.1 This Agreement consists of the terms and conditions provided herein, the RFP (including all specifications, exhibits and addenda attached thereto or referenced therein), and the CONTRACTOR's Proposal. To the extent that there exists a conflict between this Agreement and the remaining documents, the terms, conditions, covenants, and/or provisions of this Agreement shall prevail with the RFP (including all specifications, exhibits and addenda attached thereto) next taking precedence; however, the rates set forth in Exhibit "A" from the CONTRACTOR's Proposal shall take precedence for all rates paid by CONTRACTOR and CITY. Wherever possible, the provisions of such documents shall be construed in such a manner as to avoid conflicts between provisions of the various documents.

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

## **17. ASSIGNMENT**

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

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

## **18. SUCCESSORS AND ASSIGNS**

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

## **19. WAIVER OF TRIAL BY JURY**

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

## **20. GOVERNING LAW AND REMEDIES**

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

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

**21. TIME IS OF THE ESSENCE**

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

**22. NOTICES**

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

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

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

Mr. Aaron Cocuzzo, President  
Priority Towing, Inc.  
7153 Sothern Blvd Suite A  
West Palm Beach, FL 33413

**23. SEVERABILITY**

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

**24. DELAYS AND FORCES OF NATURE**

24.1 The CONTRACTOR shall not be considered in default by reason of a delay in timely performance if such delay and failure arises out of causes reasonably beyond the control of the CONTRACTOR or its subcontractors and without their fault or negligence. Upon the

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

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

## **25. COUNTERPARTS**

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

## **26. NO CONSEQUENTIAL DAMAGES**

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

## **27. PUBLIC ENTITY CRIMES**

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

CONTRACTOR will advise the CITY immediately if it becomes aware of any violation of this statute.

## **28. PREPARATION**

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

## **29. PALM BEACH COUNTY INSPECTOR GENERAL**

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

## **30. ENFORCEMENT COSTS**

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

## **31. PUBLIC RECORDS**

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

- (a) Keep and maintain public records required by the CITY to perform the services under this Agreement.
- (b) Upon request from the CITY's custodian of public records, provide the CITY with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in this Chapter 119, Florida Statutes, or as otherwise provided by law.
- (c) Ensure that said public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Agreement term and following completion of the Agreement, if the CONTRACTOR does not transfer the records to the CITY.
- (d) Upon the completion of the Agreement, transfer, at no cost, to the CITY all public records in possession of the CONTRACTOR or keep and maintain public records required by the CITY to perform the services. If the CONTRACTOR transfers all public records to the CITY upon completion of the Agreement, the CONTRACTOR shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the CONTRACTOR keeps and maintains public records upon completion of the Agreement, the CONTRACTOR shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the CITY, upon request from the CITY's custodian of public records, in a format that is compatible with the information technology systems of the City.

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

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

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

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

33.1 CONTRACTOR shall comply with all OSHA requirements as applicable. CONTRACTOR certifies that if any material, equipment, and related supplies, is delivered to the CITY is subsequently found to be deficient in any OSHA requirements in effect on date of delivery, all costs necessary to bring the material, equipment, and related supplies into compliance with the aforementioned requirements shall be borne by the CONTRACTOR.

**34. FEDERAL AND STATE TAX**

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

**35. PROTECTION OF PROPERTY**

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

**36. DAMAGE TO PERSONS OR PROPERTY**

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

### **37. WARRANTY**

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

### **38. SCRUTINIZED COMPANIES**

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

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

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

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

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

38.6 As provided in Subsection 287.135(8), Florida Statutes, if federal law ceases to authorize the above-stated contracting prohibitions then they shall become inoperative.

### **39. E-VERIFY**

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

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

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

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

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

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

39.6 Be aware that if the CITY terminates this Agreement under Section 448.095(2)(c), Florida Statutes, CONTRACTOR may not be awarded a contract for at least one (1) year after the date on which the Agreement is terminated and will be liable for any additional costs incurred by the CITY as a result of the termination of the Agreement.

#### **40. SURVIVABILITY**

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

**REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK**  
**SIGNATURE PAGE FOLLOWS**

IN WITNESS WHEREOF the parties hereto have made and executed this Vehicle Towing and Storage Services Agreement to the CONTRACTOR on the day and year first above written.

**CITY OF LAKE WORTH BEACH, FLORIDA**

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

ATTEST:

By: \_\_\_\_\_  
Melissa Coyne, Interim City Clerk

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

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

APPROVED FOR FINANCIAL SUFFICIENCY

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

CONTRACTOR: **Priority Towing, Inc.**

By: Aaron Cocuzzo

Print Name: Aaron Cocuzzo

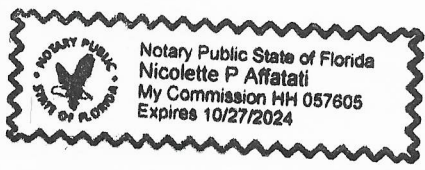
Title: president / owner

[Corporate Seal]

STATE OF Florida  
COUNTY OF Palm Beach

THE FOREGOING instrument was acknowledged before me by means of  physical presence or  online notarization on this 15 day of July 2021, by AARON COCZZO, as the president + owner [title] of **Priority Towing, Inc.**, a corporation, who is personally known to me or who has produced DRIVER LIC as identification, and who did take an oath that he or she is duly authorized to execute the foregoing instrument and bind CONTRACTOR to the same.

[Signature]  
Notary Public Signature  
Notary Seal:





**Exhibit "A"**  
Contractor's Rate Schedule

**Vehicle Towing and Storage Services  
RFP NO. 21-206**

**EXHIBIT "A1"**

**RFP 21-206 Vehicle Towing and Storage Services  
PRICING FORM ( 2 pages)**

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

**Schedule A.** Schedule A relates to the amount of money per tow that the proposer will be remitting back to the City.

**SCHEDULE A**

Cost Recovery Fee	Fixed County Rate	*Estimated Annual Tows	Per Tow Paid to the City	Anticipated Revenue to the City
Class A	\$167.00	1,000	\$ 41.75	\$ 41,750.00
Class B	\$248.00	25	\$ 62.00	\$ 1,550.00
Class C	\$370.00	25	\$ 92.50	\$ 2,312.50
Class D	\$530.00	25	\$ 132.50	\$ 3,312.50
<b>Per Mile Fee</b>				
Class A	\$7.50	N/A	N/A	\$0
Class B	\$8.50	N/A	N/A	\$0
Class C	\$10.00	N/A	N/A	\$0
Class D	\$12.50	N/A	N/A	\$0
Storage Fee	\$25.00	N/A	N/A	\$0
<b>TOTAL ANTICIPATED CITY REVENUE</b>	N/A	1,075	N/A	\$ 48,925.00

\*Annual tows are only provided as an estimate. Respondent shall include an amount to be paid to the City per tow and multiply the amount by the estimated number of tows to determine the anticipated revenue to the City.

**Schedule B.** Schedule B relates to the amount vehicle owners should anticipate paying in per mile fees, if vehicle is towed from central City Location (use City Hall, 7 North Dixie Highway, Lake Worth beach, FL 33460) to storage site.

**SCHEDULE B**

Per Mile Fee	# of Miles from City Hall to Towing Site	County Rate- Per Mile Fee	Estimated Mile Fees to Vehicle Owners Per Tow
Class A	2.00	\$7.50	\$ 15.00
Class B	2.00	\$8.50	\$ 17.00
Class D	2.00	\$12.50	\$ 25.00

**Vehicle Towing and Storage Services  
RFP NO. 21-206**

**Schedule C.** Schedule C relates to the amount of money the City will pay for City owned vehicles.

**SCHEDULE C**

Rate Type	Fixed County Rate	UOM	City Rate
Class A	\$167.00	Per Tow	\$ 75.00
Class B	\$248.00	Per Tow	\$ 125.00
Class C	\$370.00	Per Tow	\$ 150.00
Class D	\$530.00	Per Tow	\$ 175.00
<b>Per Mile Fee</b>			
Class A	\$7.50	Per Mile	\$ 5.00
Class B	\$8.50	Per Mile	\$ 6.00
Class C	\$10.00	Per Mile	\$ 7.50
Class D	\$12.50	Per Mile	\$ 8.50
<b>Other Fees</b>			
Tire Change	N/A	Flat Rate	\$ 75.00
Jump Start	N/A	Flat Rate	\$ 75.00
Gas Delivery	N/A	Flat Rate	\$ 75.00
Lockout- Village Vehicle	N/A	Flat Rate	\$ 75.00

Name of Firm: Priority Towing, Inc.

Address: 7153 Southern Blvd Suite A ST FL Zip 33413

Phone: (561) 533-5573 Email: PRIORITYTOW7305@BELLSOUTH.NET

Print Name: Aaron Cocuzzo Title: President

SIGNATURE: *Aaron Cocuzzo* Date: 6-3-2021

**City of Lake Worth Beach**  
Evaluation Matrix

**RFP 21-206 Vehicle Towing and Storage Services**

Evaluation Criteria Score Sheet:		RANKED:					
		2	5	1	4	3	
Weight		Kauff's of Palm Beach	Palm Beach Finest Towing	Priority Towing	Sheehan's Towing Inc	Sisters Towing and Transportation, Inc	
1	<b>Responsiveness to RFP</b> 1. Comprehensiveness of proposal (up to 5 points) 2. Completeness of proposal (up to 5 points)	10	28	24	30	29	27
2	<b>Cost Effectiveness.</b> 1. Schedule A - Highest revenue to the City ( up to 12 points) 2. Schedule B - Low cost for Miles fees to vehicles owners ( up to 5 points) 3. Schedule C - lowest cost to the City (up to 8 points)	25	62	58	68	37	47
3	<b>Successful Experience and Qualification of the Firm and Staff</b> 1. Experience with similar sized cities/public entities (up to 10 points) 2. Staff qualifications and subject knowledge ( up to 5 points) 3. Evidence of experience and skill (up to 5 points) 4. Evidence of availability to deliver in the timeline ( up to 5 points) 5. Successful past projects with the City (up to 5 points)	30	84	61	86	80	81
4	<b>Similar Projects and References</b> 1. Prior experience with three (3) similar projects, maintenance, preferably in the State of Florida (up to 15 points) 2. References from at least (3) entities for similar projects or work (up to 15 points)	30	90	75	90	90	90
5	<b>Default, Termination, Litigation, Debarment, etc.</b> 1. Instances of a default under a similar project or contract; 2. Instances of litigation related to a similar project or contract; 3. Instances of any debarment by a local, state or federal governmental entity	5	14	14	14	14	14
<b>Total Points Received:</b>			<b>278</b>	<b>232</b>	<b>288</b>	<b>250</b>	<b>259</b>
Exhibit "B" - City 's Campaign Contribution Statement			submitted	submitted	submitted	submitted	submitted
Exhibit "C" - Resondant Information Form			submitted	submitted	submitted	submitted	submitted
Exhibit "D" - Similar Projects			submitted	submitted	submitted	submitted	submitted
Exhibit "E" - References			submitted	submitted	submitted	submitted	submitted
Exhibit "F" - Drug Free Workplace Form			submitted	submitted	submitted	submitted	submitted
Exhibit "G" - Scrutinized Companies Certification			submitted	submitted	submitted	submitted	submitted
default, termination, litigation statement			submitted	submitted	submitted	submitted	submitted

# EXECUTIVE BRIEF REGULAR MEETING

**AGENDA DATE:** August 3, 2021

**DEPARTMENT:** Electric Utility

**TITLE:**

Release and Vacation of Easements located at 4090 Coconut Road in Palm Beach County, Florida

**SUMMARY:**

The Release and Vacation of Easements located at 4090 Coconut Road authorizes the City to release and vacate the existing utility easements to allow for redevelopment of the property.

**BACKGROUND AND JUSTIFICATION:**

The Release and Vacation of Easements located at 4090 Coconut Road authorizes the City to release and vacate the existing utility easements to allow for redevelopment of the property at the aforementioned address. The property is located outside of City limits and outside of the City's Water & Sewer Service territory however, does lie within the City's Electrical Service territory. The utility easements being released and vacated were created in 1965 and were issued for electrical distribution poles and wires servicing buildings that once existed on the property.

The Electric Utility has been working with the Village of Palm Springs and the Developer on the redevelopment of this property. The developer has requested the City to release and vacate the existing utility easements which will then allow them to move forward with the development project and continue with Planning & Zoning Board Approvals. The Electric Utility has requested new utility easements for underground electrical service that will be incorporated in the developer's plans and permitting package.

**MOTION:**

Move to approve/disapprove Release and Vacation of Easements located at 4090 Coconut Road to allow for redevelopment of the property.

**ATTACHMENT(S):**

Fiscal Impact Analysis - N/A  
Easement Releases

THIS INSTRUMENT WAS PREPARED BY  
AND SHOULD BE RETURNED TO:

Meritage Homes of Florida, Inc.  
1400 Centrepark Blvd., Suite 1000  
West Palm Beach, FL 33401  
Attention: Florida Regional Counsel

### **PARTIAL RELEASE AND VACATION OF EASEMENT**

This PARTIAL RELEASE AND VACATION OF EASEMENT (this “Release”) is executed this \_\_\_ day of \_\_\_\_\_, 2021, by the CITY OF LAKE WORTH BEACH, a municipal corporation existing under the laws of the State of Florida (the “City”).

#### **W I T N E S S E T H:**

WHEREAS, the City was granted certain easement and other rights pursuant to that certain Easement Agreement recorded in Book 1324, Page 553, Public Records of Palm Beach County, Florida (the “Easement”) with respect to certain real property more particularly described in the Easement.

WHEREAS, the City desires to release and vacate the Easement , as to that certain property more particularly described on Exhibit “A” attached hereto and incorporated herein by this reference (the “Released Property”).

NOW, THEREFORE, for and in consideration of the premises hereof and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the City hereby releases the Released Property from the Easement and vacates the Easement in its entirety solely as to the Released Property. Any remaining property (other than the Released Property) that is subject to the Easement shall not be affected by this Release and shall continue to be subject to the Easement.

**REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK**  
**SIGNATURE PAGE FOLLOWS**

IN WITNESS WHEREOF, the City of Lake Worth Beach has executed this Release for the Released Property in manner and form sufficient to bind it as of the day and year first above written.

**ATTEST:**

**CITY OF LAKE WORTH BEACH**

\_\_\_\_\_  
Melissa Coyne, Interim City Clerk

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

WITNESS:

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

STATE OF FLORIDA  
COUNTY OF PALM BEACH

The foregoing instrument was acknowledged before me by means of  physical presence or  online notarization this \_\_\_\_\_ day of \_\_\_\_\_, 2021, by Betty Resch as the Mayor of the **CITY OF LAKE WORTH BEACH**, a Florida municipal corporation, on behalf thereof. He/She is personally known to me or has produced \_\_\_\_\_ as identification.

(NOTARY SEAL)

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

\_\_\_\_\_  
(Name typed, printed or stamped)

**EXHIBIT "A"**

**LEGAL DESCRIPTION OF PROPERTY**

PARCEL 1:

LOT D, LESS THE EAST 15 FEET FOR ROAD RIGHT-OF-WAY IN BLOCK 9, THE PALM BEACH FARMS CO. PLAT NO.7, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 5, PAGE 72, PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA.

PARCEL 2:

LOT B, LESS THE NORTH 53 FEET THEREOF; ALL OF LOTS C AND D; AND LOT E, LESS THE SOUTH 70 FEET THEREOF, ALL IN BLOCK 10, THE PALM BEACH FARMS CO. PLAT NO. 7, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 5, PAGE 72, PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA.

PARCEL 3:

PREMISES KNOWN AS THE WESTERLY 160.51 FEET OF LOT E, BLOCK 9, LYING NORTH OF THE LAKE WORTH DRAINAGE DITCH LATERAL CANAL L-12, ACCORDING TO THE PLAT OF THE PALM BEACH FARMS CO. PLAT NO.7, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 5, PAGE 72, AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTH QUARTER (1/4) CORNER OF SECTION 30, TOWNSHIP 44 SOUTH, RANGE 43 EAST, SAID POINT ALSO BEING IN THE CENTER LINE OF DAVIS ROAD; THENCE RUNNING, SOUTH 01 DEGREES 50 MINUTES 55 SECONDS WEST 546.70 FEET TO A POINT; THENCE RUNNING NORTH 87 DEGREES 38 MINUTES 05 SECONDS WEST 171.78 FEET TO THE POINT OF BEGINNING AND THE NORTHEAST CORNER OF THIS PARCEL BEING DESCRIBED; THENCE, NORTH 87 DEGREES 38 MINUTES 05 SECONDS WEST 160.51 FEET TO AN IRON PIPE; THENCE, SOUTH 01 DEGREES 51 MINUTES 22 SECONDS WEST 60.37 FEET TO AN IRON PIPE; THENCE, SOUTH 75 DEGREES 31 MINUTES 34 SECONDS EAST 164.47 FEET ALONG THE NORTH RIGHT-OF-WAY OF LAKE WORTH DRAINAGE DITCH LATERAL CANAL L-12 TO AN IRON PIPE; THENCE, NORTH 01 DEGREES 51 MINUTES 22 SECONDS EAST 94.87 FEET TO THE POINT AND PLACE OF BEGINNING.



THIS INSTRUMENT WAS PREPARED BY  
AND SHOULD BE RETURNED TO:

Meritage Homes of Florida, Inc.  
1400 Centrepark Blvd., Suite 1000  
West Palm Beach, FL 33401  
Attention: Florida Regional Counsel

### **PARTIAL RELEASE AND VACATION OF EASEMENT**

This PARTIAL RELEASE AND VACATION OF EASEMENT (this “Release”) is executed this \_\_\_ day of \_\_\_\_\_, 2021, by the CITY OF LAKE WORTH BEACH, a municipal corporation existing under the laws of the State of Florida (the “City”).

#### **W I T N E S S E T H:**

WHEREAS, the City was granted certain easement and other rights pursuant to that certain Easement Agreement recorded in Book 1324, Page 554, Public Records of Palm Beach County, Florida (the “Easement”) with respect to certain real property more particularly described in the Easement.

WHEREAS, the City desires to release and vacate the Easement as to that certain property more particularly described on Exhibit “A” attached hereto and incorporated herein by this reference (the “Released Property”).

NOW, THEREFORE, for and in consideration of the premises hereof and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the City hereby releases the Released Property from the Easement and vacates the Easement in its entirety solely as to the Released Property. Any remaining property (other than the Released Property) that is subject to the Easement shall not be affected by this Release and shall continue to be subject to the Easement.

**REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK**  
**SIGNATURE PAGE FOLLOWS**

IN WITNESS WHEREOF, the City of Lake Worth Beach has executed this Release for the Released Property in manner and form sufficient to bind it as of the day and year first above written.

**ATTEST:**

**CITY OF LAKE WORTH BEACH**

\_\_\_\_\_  
Melissa Coyne, Interim City Clerk

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

WITNESS:

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

STATE OF FLORIDA  
COUNTY OF PALM BEACH

The foregoing instrument was acknowledged before me by means of  physical presence or  online notarization this \_\_\_\_\_ day of \_\_\_\_\_, 2021, by Betty Resch as the Mayor of the **CITY OF LAKE WORTH BEACH**, a Florida municipal corporation, on behalf thereof. He/She is personally known to me or has produced \_\_\_\_\_ as identification.

(NOTARY SEAL)

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

\_\_\_\_\_  
(Name typed, printed or stamped)

**EXHIBIT "A"**

**LEGAL DESCRIPTION OF PROPERTY**

PARCEL 1:

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BEGINNING AT THE NORTH QUARTER (1/4) CORNER OF SECTION 30, TOWNSHIP 44 SOUTH, RANGE 43 EAST, SAID POINT ALSO BEING IN THE CENTER LINE OF DAVIS ROAD; THENCE RUNNING, SOUTH 01 DEGREES 50 MINUTES 55 SECONDS WEST 546.70 FEET TO A POINT; THENCE RUNNING NORTH 87 DEGREES 38 MINUTES 05 SECONDS WEST 171.78 FEET TO THE POINT OF BEGINNING AND THE NORTHEAST CORNER OF THIS PARCEL BEING DESCRIBED; THENCE, NORTH 87 DEGREES 38 MINUTES 05 SECONDS WEST 160.51 FEET TO AN IRON PIPE; THENCE, SOUTH 01 DEGREES 51 MINUTES 22 SECONDS WEST 60.37 FEET TO AN IRON PIPE; THENCE, SOUTH 75 DEGREES 31 MINUTES 34 SECONDS EAST 164.47 FEET ALONG THE NORTH RIGHT-OF-WAY OF LAKE WORTH DRAINAGE DITCH LATERAL CANAL L-12 TO AN IRON PIPE; THENCE, NORTH 01 DEGREES 51 MINUTES 22 SECONDS EAST 94.87 FEET TO THE POINT AND PLACE OF BEGINNING.

# EXECUTIVE BRIEF REGULAR MEETING

**AGENDA DATE:** August 3, 2021

**DEPARTMENT:** Community Sustainability

**TITLE:**

Ordinance No. 2021-10 – Second Reading – amending Chapter 23 “Land Development Regulations” regarding changes to floodplain management standards for manufactured homes as required by FEMA

**SUMMARY:**

The subject amendments were drafted based on guidance provided by the Florida Department of Emergency Management’s Floodplain Management Office to local governments participating in the FEMA Community Rating System (CRS). These amendments would require manufactured homes located in the City’s special flood hazard area to be elevated if they are replaced or substantially improved in the future. However, no impacts are anticipated within the City’s boundaries as the existing manufactured and mobile home parks are located outside the special flood hazard area.

**BACKGROUND AND JUSTIFICATION:**

FEMA Community Rating System (CRS) assigns class ratings based on the level of participation in the CRS program, which include local floodplain land development requirements. CRS Classes are rated from 9 to 1, where a lower classification provides a greater discount on flood insurance premiums to residents. The City currently has a CRS Class 7 rating, which entitles residents to a 15% reduction in their Federal Flood Insurance rates. Last year, FEMA announced new prerequisite requirements to obtain or retain a CRS Class 8 rating or lower. If the subject amendments are not adopted, then the City’s CRS rating would automatically become a Class 9. This would reduce the Federal Flood Insurance discount to 5% for residents.

The subject amendments were recommended by both the Florida Department of Emergency Management and the City’s Floodplain Administrator. Existing manufactured and mobile homes within the City will not be impacted by these amendments as these homes are located outside the special flood hazard area.

The proposed amendments would modify the following sections of the LDR in Chapter 23 of the City’s Code of Ordinances:

- Article 7, Section 23.7-10 – Definitions
- Article 7, Section 23.7-14 - Manufactured Homes

The Planning & Zoning Board (PZB) unanimously voted to recommend approval of the proposed text amendment to the City Commission at the June 23, 2021 meeting. The Historic Resources Preservation Board (HRPB) also unanimously voted to recommend approval of the proposed text amendment to the City Commission at the June 16, 2021 meeting.

The City Commission unanimously voted to approve the subject text amendment on first reading at the July 20, 2021 meeting.

**MOTION:**

Move to approve/disapprove Ordinance 2021-10 amending Chapter 23 “Land Development Regulations” regarding changes to floodplain management standards for manufactured homes as required by FEMA .

**ATTACHMENT(S):**

Ordinance 2021-10  
PZHP Staff Report

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

WHEREAS, the City Commission of the City of Lake Worth Beach, Florida (“the City”), pursuant to the authority granted in Chapters 163 and 166, Florida Statutes, is authorized to adopt regulations designed to promote the public health, safety, and general welfare of its citizenry; and

WHEREAS, the City has adopted floodplain management regulations as set forth in Chapter 23, Land Development Regulations, Article 7. Floodplain Management, of the City Code of Ordinances “the Floodplain Management Ordinance”); and

WHEREAS, the Federal Emergency Management Agency has identified special flood hazard areas within the boundaries of the City of Lake Worth Beach and such areas may be subject to periodic inundation which may result in loss of life and property, health and safety hazards, disruption of commerce and governmental services, extraordinary public expenditures for flood protection and relief, and impairment of the tax base, all of which adversely affect the public health, safety and general welfare, and

WHEREAS, the City was accepted for participation in the National Flood Insurance Program on August 2, 1974 and the City Commission desires to continue to meet the requirements of Title 44 Code of Federal Regulations, Sections 59 and 23, necessary for such participation; and

WHEREAS, on June 16, 2021 these amendments were reviewed by the City of Lake Worth Beach Historic Resources Preservation Board, which made a recommendation to the City Commission to adopt the amendments; and

WHEREAS, on June 23, 2021 these amendments were reviewed by the City of Lake Worth Beach Planning and Zoning Board, which made a recommendation to the City Commission to adopt the amendments; and

WHEREAS, the City Commission has reviewed the recommended amendments and has determined that it is in the best interest of the public health, safety and general welfare of the City, its residents and visitors to adopt these amendments.

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

**Section 1.** The foregoing recitals are incorporated herein by reference and made a part hereof.

51 **Section 2.** Chapter 23, Land Development Regulations, Article 7. Floodplain  
52 Management, Section 23-7-10, Definitions, is hereby amended as follows (words stricken  
53 are deletions; words underlined are additions):

54  
55 Sec. 23-7-10. Definitions.

56  
57 ~~*Existing manufactured home park or subdivision:* A manufactured home park  
58 or subdivision for which the construction of facilities for servicing the lots on  
59 which the manufactured homes are to be affixed (including, at a minimum, the  
60 installation of utilities, the construction of streets, and either final site grading or  
61 the pouring of concrete pads) is completed before November 6, 1978.~~

62  
63 ~~*Expansion to an existing manufactured home park or subdivision:* The  
64 preparation of additional sites by the construction of facilities for servicing the  
65 lots on which the manufactured homes are to be affixed (including the  
66 installation of utilities, the construction of streets, and either final site grading or  
67 the pouring of concrete pads).~~

68  
69 ~~*New manufactured home park or subdivision:* A manufactured home park or  
70 subdivision for which the construction of facilities for servicing the lots on which  
71 the manufactured homes are to be affixed (including at a minimum, the  
72 installation of utilities, the construction of streets, and either final site grading or  
73 the pouring of concrete pads) is completed on or after November 6, 1978.~~

74  
75  
76 **Section 3.** Chapter 23, Land Development Regulations, Article 7. Floodplain  
77 Management, Section 14, Manufactured Homes, is hereby amended as follows (words  
78 stricken are deletions; words underlined are additions):

79 **SECTION 23.7-14. - MANUFACTURED HOMES**

80  
81 a) *General.* All manufactured homes installed in flood hazard areas shall be  
82 installed by an installer that is licensed pursuant to section 320.8249, F.S.  
83 and shall comply with the requirements of Chapter 15C-1, F.A.C. and the  
84 requirements of this ordinance. If located seaward of the coastal  
85 construction control line, all manufactured homes shall comply with the  
86 more restrictive of the applicable requirements.

87  
88 1. Limitations on installation in floodways and coastal high hazard areas  
89 (Zone V). New installations of manufactured homes shall not be  
90 permitted in floodways and coastal high hazard areas (Zone V).

91  
92 b). Foundations. All new manufactured homes and replacement manufactured  
93 homes installed in flood hazard areas shall be installed on permanent,  
94 reinforced foundations that:

95 1. In flood hazard areas (Zone A) other than coastal high hazard areas,  
96 are designed in accordance with the foundation requirements of the  
97 *Florida Building Code, Residential* Section R322.2 and this Chapter.

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~~Foundations for manufactured homes subject to Section 23.7-14(d)(2) of this Chapter are permitted to be reinforced piers or other foundation elements of at least equivalent strength.~~

2. In coastal high hazard areas (Zone V), are designed in accordance with the foundation requirements of the *Florida Building Code, Residential* Section R322.3 and this ordinance.

c) *Anchoring.* All new manufactured homes and replacement manufactured homes shall be installed using methods and practices which minimize flood damage and shall be securely anchored to an adequately anchored foundation system to resist flotation, collapse or lateral movement. Methods of anchoring include, but are not limited to, use of over-the-top or frame ties to ground anchors. This anchoring requirement is in addition to applicable state and local anchoring requirements for wind resistance.

d). ~~*Elevation.* Manufactured homes that are placed, replaced, or substantially improved shall comply with subsections 23.7-14(d)(1) or (2) of this ordinance, as applicable. All manufactured homes that are placed, replaced, or substantially improved in flood hazard areas shall be elevated such that the bottom of the frame is at or above the elevation required, as applicable to the flood hazard area, in the *Florida Building Code, Residential* Section R322.2 (Zone A) or Section R322.3 (Zone V and Coastal A Zone).~~

~~1. General elevation requirement. Unless subject to the requirements of Section 23.7-14(d)(2) of this ordinance, all manufactured homes that are placed, replaced, or substantially improved on sites located: (a) outside of a manufactured home park or subdivision; (b) in a new manufactured home park or subdivision; (c) in an expansion to an existing manufactured home park or subdivision; or (d) in an existing manufactured home park or subdivision upon which a manufactured home has incurred "substantial damage" as the result of a flood, shall be elevated such that the bottom of the frame is at or above the elevation required, as applicable to the flood hazard area, in the *Florida Building Code, Residential* Section R322.2 (Zone A) or Section R322.3 (Zone V).~~

~~2. Elevation requirement for certain existing manufactured home parks and subdivisions. Manufactured homes that are not subject to Section 23.7-14(d)(1) of this Chapter, including manufactured homes that are placed, replaced, or substantially improved on sites located in an existing manufactured home park or subdivision, unless on a site where substantial damage as result of flooding has occurred, shall be elevated such that either the:~~

~~A. Bottom of the frame of the manufactured home is at or above the elevation required, as applicable to the flood hazard area, in the *Florida Building Code, Residential* Section R322.2 (Zone A) or Section R322.3 (Zone V); or~~



~~B. Bottom of the frame is supported by reinforced piers or other foundation elements of at least equivalent strength that are not less than forty-eight (48) inches in height above grade.~~

**Section 4. Applicability.** This ordinance shall apply to all applications for development in the City of Lake Worth Beach, Florida, including building permit applications and subdivision proposals, submitted on or after the effective date of this ordinance.

**Section 5: Severability.** If any section, subsection, sentence, clause, phrase or portion of this ordinance is for any reason held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed a separate, distinct, and independent provision, and such holding shall not affect the validity of the remaining portions thereof.

**Section 6: Repeal of Laws in Conflict.** All ordinances or parts of ordinances in conflict herewith are hereby repealed to the extent of such conflict.

**Section 7: Codification.** The sections of the ordinance may be made a part of the City Code of Laws and ordinances and may be re-numbered or re-lettered to accomplish such, and the word "ordinance" may be changed to "section", "division", or any other appropriate word.

**Section 8: Effective Date.** This ordinance shall become effective 10 days after passage.

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

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

The Mayor thereupon declared this ordinance duly passed on first reading on the 20<sup>th</sup> day of July, 2021.

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

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

Commissioner Kimberly Stokes

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The Mayor thereupon declared this ordinance duly passed on the \_\_\_\_\_ day of \_\_\_\_\_, 2021.

LAKE WORTH BEACH CITY COMMISSION

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

ATTEST:

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



DATE: June 9, 2021

TO: Members of the Historic Resources Preservation and Planning & Zoning Boards

FROM: William Waters, Director Community Sustainability

MEETING: June 16, 2021 & June 23, 2021

SUBJECT: **PZB/HRPB 21-00400002 (Ordinance 2021-10)**: Consideration of an ordinance to Chapter 23 “Land Development Regulations” regarding changes to floodplain management standards for manufactured homes as required by FEMA.

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**BACKGROUND/ PROPOSAL:**

The subject amendments were drafted based on guidance provided by the Florida Department of Emergency Management’s Floodplain Management Office to local governments participating in the FEMA Community Rating System (CRS). The City currently has a CRS Class 7 rating, which entitles residents to a 15% reduction in their Federal Flood Insurance rates. Last year, FEMA announced new prerequisite requirements to obtain or retain a CRS Class 8 rating or lower. If the subject amendments are not adopted, then the City’s CRS rating would automatically become a Class 9. This would reduce the Federal Flood Insurance discount to 5% for residents. The subject amendments were recommended by both the Florida Department of Emergency Management and the City’s Floodplain Administrator. There is not anticipated to be any impact within the City’s boundaries as the existing manufactured and mobile home parks are all located outside the special flood hazard area.

The proposed amendments would modify the following sections of the LDR in Chapter 23 of the City’s Code of Ordinances:

- Article 7, Section 23.7-10 - Definitions
- Article 7, Section 23.7-14 - Manufactured Homes

**Definitions:** The proposed amendments will delete obsolete definitions as guided by FEMA and the Florida Department of Emergency Management.

**Definitions:** The proposed amendments will require the elevation of manufactured homes consistent with base flood elevation requirements within the special flood hazard area. There are no manufactured or mobile home parks within the special flood hazard area in the City.

**STAFF RECOMMENDATION:**

Staff recommends that the Planning and Zoning Board and Historic Resources Preservation Board recommend that the City Commission adopt PZB/HRPB 21-00400002 (Ordinance 2021-10).

**POTENTIAL MOTION:**

I move to RECOMMEND/NOT RECOMMEND TO THE CITY COMMISSION **TO ADOPT** the proposed LDR text amendments included in PZB/HRPB 21-00400002 (Ordinance 2021-10)

**Attachments**

- A. Draft Ordinance 2021-10

# EXECUTIVE BRIEF REGULAR MEETING

**AGENDA DATE:** August 3, 2021

**DEPARTMENT:** Community Sustainability

**TITLE:**

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

**SUMMARY:**

The proposed City initiated FLUM amendment would amend the FLU designation of 32 South B Street from Mixed Use – East (MU-E) to Public Recreation and Open Space (PROS). The proposed FLUM amendment is being reviewed concurrent with a rezoning of 32 South B Street from Single Family Residential (SFR) to PROS. The site is currently being utilized as a neighborhood playground. The approval of the FLUM amendment would reflect the existing use as a neighborhood playground and picnic area as permitted in the PROS future land use designation.

The proposed FLUM amendment is eligible for processing as a small-scale future land use map amendment per F.S. 163.3187. If adopted, the proposed amendment would be transmitted to the Florida Department of Economic Opportunity (DEO) upon adoption and become effective 31 days after adoption if not challenged within 30 days.

**BACKGROUND AND JUSTIFICATION:**

The property is located at 32 South B Street which is located in the northeast corner of 1<sup>st</sup> Avenue South and South B Street. The staff report was prepared in accordance with the requirements of Chapter 163 of the Florida Statutes, and provides the required, relevant and appropriate data based the City's community goals and vision and consistency with level of service requirements. The amendment is supported by and is consistent with the City's Comprehensive Plan, the Land Development Regulations, and Strategic Plan as described in the data and analysis contained in the attached advisory board staff report.

The Planning & Zoning Board (PZB) unanimously voted to recommend approval of the proposed future land use map amendment to the City Commission at their June 2, 2021 meeting.

The City Commission unanimously voted to approve the FLUM amendment on first reading at the July 20, 2021 meeting.

**MOTION:**

Move to approve/disapprove Ordinance No. 2021-05 amending the Future Land Use Map from the future land use designation of Mixed Use – East (MU-E) to Public Recreation Open Space (PROS) for the property 32 South B Street .

**ATTACHMENT(S):**

Ordinance 2021-05  
PZB Staff Report  
Future Land Use Map

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

WHEREAS, the Florida Local Government Comprehensive Planning and Land Development Regulation Act, section 163.3220, *et seq.*, Florida Statutes, requires each municipality to adopt a comprehensive plan, including a future land use map and authorizes amendments to an adopted comprehensive plan; and

WHEREAS, this is a City-initiated request for the property located at 32 South B Street in the City of Lake Worth Beach, Florida, as more fully described in Exhibit A, attached hereto and incorporated herein (the "Property"), for a small scale map amendment to change the future land use designation of the property; and

WHEREAS, City staff has prepared and reviewed an amendment to the Future Land Use Map of the City's Comprehensive Plan to change the land use designations of the property described below from a City of Lake Worth future land use designation of Mixed Use East (MU-E) to a City future land use designation of Public Recreation and Open Space (PROS); and

WHEREAS, on June 2, 2021, the City Planning and Zoning Board, sitting as the duly constituted Local Planning Agency for the City, recommended approval of the Future Land Use Map Amendment to the Comprehensive Plan of the City; and

WHEREAS, the amendment qualifies and meets the criteria to be reviewed and approved as a small scale map amendment in accordance with section 163.3187, Florida Statutes; and

WHEREAS, the City Commission acknowledges that this Future Land Use Map Amendment is subject to the provisions of Section 163.3187 and 163.3177, Florida Statutes, and that the City shall maintain compliance with all provisions thereof; and

WHEREAS, the City has received public input and participation through hearings before the Local Planning Agency and the City Commission in accordance with Section 163.3181, Florida Statutes; and

WHEREAS, the City Commission has determined that the adoption of this ordinance is in the best interest of the citizens and residents of the City of Lake Worth Beach.

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

Section 1. The foregoing recitals are hereby affirmed and ratified.

Section 2. The parcel of land more particularly described in **Exhibit A** is hereby designated Public Recreation and Open Space (PROS) on the City’s Future Land Use Map.

Section 3. All ordinances or parts of ordinances in conflict herewith are hereby repealed.

Section 4. If any provision of this ordinance, or the application thereof to any person or circumstance is held invalid, the invalidity shall not affect other provisions or applications of the ordinance which can be given effect without the invalid provision or application, and to this end the provisions of this ordinance are declared severable,

Section 5. The effective date of this small scale map amendment shall be thirty-one (31) days after adoption provided there is no challenge within 30 days.

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

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

The Mayor thereupon declared this ordinance duly passed on first reading on the 20<sup>th</sup> day of July, 2021.

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

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

The Mayor thereupon declared this ordinance duly passed on the \_\_\_\_\_ day of \_\_\_\_\_, 2021.

LAKE WORTH BEACH CITY COMMISSION

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

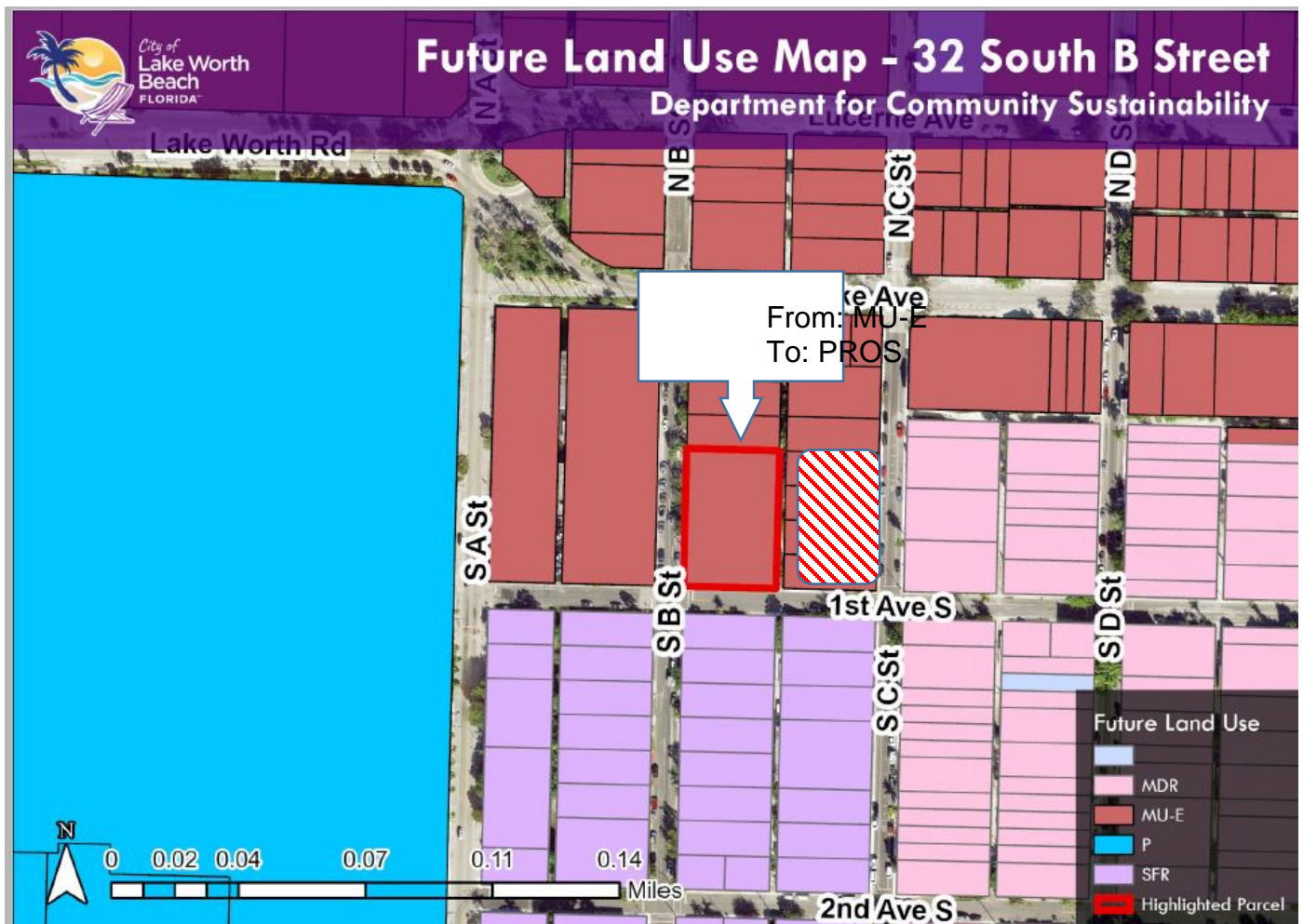
ATTEST:

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



## Exhibit A

<b>Applicant</b>	City of Lake Worth Beach Public Works Department
<b>Owner</b>	City of Lake Worth Beach
<b>General Location</b>	Northeast corner of 1 <sup>st</sup> Avenue South and South B Street
<b>Existing PCN Numbers</b>	38-43-44-21-15-003-0010
<b>Existing Land Use</b>	Neighborhood playground
<b>Current Future Land Use Designation</b>	Mixed Use – East (MU-E)
<b>Amended Future Land Use Designation</b>	Public Recreation and Open Space (PROS)





DATE: May 26, 2021

TO: Members of the Planning & Zoning Board

FROM: Alexis Rosenberg, Senior Community Planner

THRU: William Waters, AIA, NCARB, LEED, AP BD+C, ID SEED, Director for Community Sustainability

MEETING: June 2, 2021

SUBJECT: **PZB Project Number 20-00300001**: A City initiated small scale Future Land Use Map (FLUM) amendment of the property located at 32 South B Street from Mixed Use – East (MU-E) to Public Recreation and Open Space (PROS). PCN # 38-43-44-21-15-003-0010.

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**PROJECT DESCRIPTION:**

The proposed City initiated FLUM amendment would amend the FLU designation of 32 South B Street from Mixed Use – East (MU-E) to Public Recreation and Open Space (PROS). The proposed FLUM amendment is being reviewed concurrent with a rezoning of 32 South B Street from Single Family Residential (SFR) to PROS. The site is currently being utilized as a neighborhood playground. The approval of the FLUM amendment would reflect the existing use as a neighborhood playground and picnic area as permitted in the PROS zoning district. The amendment is supported by and is consistent with the Comprehensive Plan and City Strategic Plan as described in the Comprehensive Plan and Strategic Plan analysis section of this report.

The current FLU and proposed FLU maps are included as Exhibit A in the attached proposed Ordinance. The data and analysis section in the staff report was prepared in accordance with the requirement of F.S. 163.3177 and provides relevant and appropriate data based the City’s community goals and vision and consistency with level of service requirements. The proposed FLUM amendment is eligible for processing as a small-scale future land use map amendment per F.S. 163.3187. If adopted, the proposed amendment would be sent to the Florida Department of Economic Opportunity (DEO) upon adoption and become effective 31 days after adoption if not challenged within 30 days.

**Staff Recommendation:**

Staff has reviewed the documentation and materials provided, applying the applicable guidelines and standards found in the City of Lake Worth Beach zoning code. The proposed FLUM amendment meets the criteria of the Comprehensive Plan and LDRs. Therefore, staff recommends that the Planning and Zoning Board recommend that the City Commission adopt the proposed small scale FLUM amendment.

**PROPERTY DESCRIPTION:**

<b>Applicant</b>	City of Lake Worth Beach Public Works Department
<b>Owner</b>	City of Lake Worth Beach
<b>General Location</b>	Northeast corner of 1 <sup>st</sup> Avenue South and South B Street
<b>Existing PCN Numbers</b>	38-43-44-21-15-003-0010
<b>Existing Land Use</b>	Neighborhood playground
<b>Existing Zoning</b>	Single Family Residential (SFR)
<b>Existing Future Land Use Designation</b>	Mixed Use – East (MU-E)

**LOCATION MAP:**



**BACKGROUND:**

The subject site is a 27,000 (200' x 135') square foot lot that is made up of four 50-foot wide platted lots. The property is located at 32 South B Street which is located in the northeast corner of 1<sup>st</sup> Avenue South and South B Street. Based on City records, it appears that at one time, all four lots had their own parcel numbers and separate addresses.

**ANALYSIS:****Public Support/Opposition**

Staff not received letters of support or opposition for this application.

**Data and Analysis**

The proposed PROS Future Land Use for the subject property is compatible with the Future Land Use designations of surrounding properties. The following outlines the Future Land Use designations for the adjacent areas:

- Future Land Use Map amendment for approximately 0.62 acres from Mixed Use - East (MU-E) to Public Recreation and Open Space (PROS) located at 32 South B Street, on the northeast corner of 1<sup>st</sup> Avenue South and South B Street.

<b>Current Zoning</b>	<b>Adjacent Direction</b>	<b>Future Land Use</b>
Single Family Residential	North	Mixed Use - East
Single Family Residential	South	Single Family Residential
Single Family Residential	East	Mixed Use East
Single Family Residential	West	Mixed Use East

**JUSTIFICATION:**

The PROS FLU designation designates locations for parks and other outdoor open space areas intended for active or passive use. The amendment provides open space amenities to the Royal Poinciana Neighborhood which aids in delivering sustainable outdoor opportunities to City residents. The implementing zoning district of the PROS land use designation is PROS. Currently, the land use is not consistent with the Comprehensive Plan. However, if the FLU is successfully amended to PROS and if the property is successfully rezoned to PROS, the land use will be consistent with the Comprehensive Plan.

## **COMPREHENSIVE PLAN AND STRATEGIC PLAN ANALYSIS:**

### **Consistency with the Comprehensive Plan**

The proposed FLUM amendment is consistent and in support of the following associated Objectives and Policies of the City of Lake Worth Beach’s Comprehensive Plan. The underlined text emphasizes key concepts, strategies and objectives within these objectives and policies that are furthered by the subject amendments.

#### 1. FUTURE LAND USE ELEMENT

Policy 1.1.2.13:        The Public and Public Recreation and Open Space land use designations are mapped on sites where such uses already exist. The mapping of these uses on these sites indicates that no alternative use of these sites should be established without a properly considered and enacted Future Land Use Map amendment.

#### 2. HOUSING AND NEIGHBORHOODS ELEMENT

Policy 3.3.1.7:        The City shall strengthen the sense of place in each neighborhood with adequate and well-designed, public facilities such as libraries, schools, recreation centers, fire stations, and streetscapes.

#### 3. CONSERVATION ELEMENT

Policy 6.1.3.2:        The City will adopt incentives to encourage the provision of open space areas within future developed areas. Consistent provisions are in the Recreation and Open Space and the Future Land Use elements.

#### 4. RECREATION AND OPEN SPACE ELEMENT

Policy 7.1.1.2:        The City shall identify properties available for acquisition and/or vacant or underutilized properties, and consider acquiring these properties in order to expand its inventory of usable recreation and open space.

Policy 7.1.1.5:        The City shall consider acquiring and preserving open space lands for purposes of recreation, habitat protection and enhancement.

### **Consistency with the Strategic Plan**

The proposed amendment furthers the City’s Strategic Plan that is committed to building a vibrant and diverse economy, planning thoughtfully for the future, and support the Strategic Pillars of Positioning Lake Worth Beach to be a competitive viable location of choice, Strengthening Lake Worth Beach as a “Community of Neighborhoods”, and Navigating towards a sustainable community.

Specifically, the proposed amendments are consistency with the following Strategic Plan Pillars:

#### **Pillar I: Positioning Lake Worth Beach To Be A Competitive Viable Location Of Choice**

E: Provide superior public amenities and services to retain existing and entice new residents and businesses.

#### **Pillar II: Strengthening Lake Worth Beach as a ‘Community of Neighborhoods’**

E: Deliver sustainable indoor-outdoor leisure opportunities (Parks and Open Spaces).

### Level of Service Analysis

Pursuant to Chapter 163 of the Florida Statutes, any FLU amendment must be evaluated to determine if the proposed future land use will have a significant impact on the long-range level of service (LOS) for public facilities (i.e. drainage, potable water, wastewater, solid waste, parks, schools, and traffic) that service the property and the surrounding area. The LOS for public facilities is analyzed based on the maximum development potential for the existing and proposed FLU, and whether or not each public facility has capacity to accommodate any additional demands. According to the City's Comprehensive Plan, the maximum development potential change is for the existing Mixed Use – East FLU at 30 du/acre to the proposed PROS FLU at 0 du/acre resulting in a decrease of 30 du/acre.

Analysis of the decreased density (30 du/acre to 0 du/acre = 0 du/acre) on the long-range Level of Service (LOS) impacts concluded community facilities and services are available in the area to sustain the future demands and long-range LOS can be met with current and planned system capacities. The decrease in density from 30 du/acre to 0 du/acre results in a decrease of facilities and services needed. The following table provides a LOS summary.

### FLUM AMENDMENT LOS SUMMARY TABLE

Type of Facility:	Existing FLU Designations: (at 30 du/acre for Mixed Use - East)	Proposed FLU Designations: (at 0 du/acre for PROS)
<b>Drainage</b>	3-year, 1-hour storm duration, as recorded in the FDOT Drainage Manual IDF curves, current edition and fully contained onsite.	3-year, 1-hour storm duration  Both FLU designations meet the 3 yr. – 1 hr. drainage LOS requirements. Site improvements will be required to provide drainage collection and conveyance systems to positive outfall.
<b>Potable Water</b>	105 GPCD (gallons per capita per day.  105 gpcd x 30 du/acre x 2.53 pph =7,970	105 gpcd x 0 du/acre x 2.53 pph = 0 Decrease of 7,970 gpcd  The City facilities have available capacity to accommodate the decreased demand.
<b>Sanitary Sewer</b>	Collection and treatment of 100 gallons per capita per day at secondary treatment level, or 250 gallons per ERU per day.  100 gpcd x 30 du/acre x 2.53 pph =7,590	100 gpcd x 0 du/acre x 2.53 pph = 0 Decrease of 7,590 gpcd  The City facilities have available capacity to accommodate the decreased demand.
<b>Solid Waste</b>	Collection and disposal of 6.5 pounds of solid waste per capita per day.  6.5 lbs/pcd x 30 du/acre x 2.53 pph x 365 days/year / 2,000 = 90 Tons/year	Solid waste pickup will be limited to trash cans located on the property and is substantially less than the potential impacts of residential development.  The Solid Waste Authority has available capacity to accommodate the reduced demand.

<p><b>Parks</b></p>	<p>2.5 acres of community parks for every 1,000 persons and 2.0 acres of neighborhood parks for every 1,000 persons.</p> <p>0.62 acres x 30 du/acre = 18 du/acre x 2.53 pph/du= 45 persons</p>	<p>The proposed amendment results in additional Public Rec and Open Space</p>
<p><b>Schools</b></p>	<p>18 dwelling units</p>	<p>0 dwelling units Decrease of 18 du School District to determine impact of decreased units; School Capacity Availability Determination (SCAD).</p>
<p><b>Traffic</b></p>	<p>0.62 acres x 30 du/acre = 18 du 18 du x 7 daily trips* = 4,356 Daily Trips</p> <p>* ITE 9th Edition Trip Generation Rates</p>	<p>0.62 acres x 2 daily trips/acre for city park = 1 daily trip</p> <p>Capacity is available to accommodate the reduction in demand.</p>

**CONCLUSION:**

The proposed FLUM amendment request is consistent with the purpose, intent, and requirements of the Comprehensive Plan and LDRs. Therefore, staff **recommends approval of the draft site-specific amendments**, as:

- The amendment is consistent with the City’s goals of acquiring and expanding its inventory of usable recreation and open space;
- The amendment is consistent with the Strategic Plan’s goals of providing superior public amenities and services to retain existing an entice new residents and businesses.
- The amendment is supported by and are consistent with the Comprehensive Plan and City Strategic Plan as described in the Comprehensive Plan and Strategic Plan Analysis section of this report; and
- The amendment is supported by data and analysis prepared in accordance with the requirement of F.S. 163.3177 that provides relevant and appropriate data based the City’s community goals and vision and consistency with level of service requirements.

**Board Actions:**

I MOVE TO RECOMMEND PZB PROJECT NUMBER 20-00300001: Proposed amendment to the Future Land Use Map of the Lake Worth Beach Comprehensive Plan from the Future Land Use (FLU) designation of Mixed Use - East to the Public Recreation and Open Space FLU designation.

I MOVE TO NOT RECOMMEND PZB PROJECT NUMBER 20-00300001: Proposed amendment to the Future Land Use Map of the Lake Worth Beach Comprehensive Plan from the Future Land Use (FLU) designation of Mixed Use - East to the Public Recreation and Open Space FLU designation. The proposal does not meet the City’s Comprehensive Plan and Strategic Plan for the following reasons [Board member please state reasons.]

**Consequent Action:**

The Planning & Zoning Board will be making a recommendation to the City Commission on the FLUM amendment request.

**ATTACHMENTS:**

- A. FLU Map of 32 South B Street

Attachment D – Site Photos







# EXECUTIVE BRIEF REGULAR MEETING

**AGENDA DATE:** August 3, 2021

**DEPARTMENT:** Community Sustainability

**TITLE:**

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

**SUMMARY:**

The proposed City initiated rezoning would rezone the subject site, 32 South B Street, from Single Family Residential (SFR) to Public Recreation and Open Space (PROS). The rezoning is being reviewed concurrently with a Future Land Use Map (FLUM) amendment to change the future land use designation of 32 South B Street from Mixed Use – East (MU-E) to Public Recreation and Open Space (PROS). The site is currently being utilized as a neighborhood playground which is a permitted use in the PROS zoning district. The Royal Poinciana Neighborhood Association had previously expressed the need for the playground facilities in the area and worked with the City to establish the playground. The approval of the proposed rezoning would reflect the existing use of a neighborhood playground and picnic facility on the zoning map.

**BACKGROUND AND JUSTIFICATION:**

The property is located at 32 South B Street, which is located in the northeast corner of 1<sup>st</sup> Avenue South and South B Street. The approval of the proposed rezoning reflects the existing use of a neighborhood playground and picnic facility as permitted in the PROS zoning district. The subject site is surrounded by a mixture of single-family residences, multi-family residences, and a place of worship. Based on the data and analysis in the attached advisory board staff report, the proposed rezoning is consistent with the purpose, intent, and requirements of the City’s Comprehensive Plan, Land Development Regulations and Strategic Plan.

The Planning & Zoning Board (PZB) unanimously voted to recommend approval of the proposed rezoning to the City Commission at their June 2, 2021 meeting.

The City Commission unanimously voted to approve the rezoning on first reading at the July 20, 2021 meeting.

**MOTION:**

Move to approve/disapprove Ordinance No. 2021-06 amending the City’s Official Zoning Map from the zoning district of Single Family Residential (SFR) to Public Recreation and Open Space (PROS) for the property 32 South B Street.

**ATTACHMENT(S):**

Ordinance 2021-06  
PZB Staff Report  
Zoning Map

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

WHEREAS, the City Commission of the City of Lake Worth Beach, Florida, pursuant to the authority granted in Chapters 163 and 166, Florida Statutes, and the Land Development Regulations, as adopted by the City of Lake Worth Beach, is authorized and empowered to consider amending the City's Official Zoning Map; and

WHEREAS, this is a City-initiated request for a zoning map amendment to change the zoning district of the property as more particularly described in Exhibit A. attached hereto and incorporated herein by reference (the "Property"); and

WHEREAS, City staff has prepared and reviewed an amendment to the City's Official Zoning Map to change the zoning district of the property described below from Single Family Residential (SFR) to Public Recreation and Open Space (PROS), pursuant to the City of Lake Worth Beach Land Development Regulations and Comprehensive Plan; and

WHEREAS, on June 2, 2021, the City Planning and Zoning Board, sitting as the duly constituted Local Planning Agency for the City, considered a concurrent FLUM amendment to the PROS future land use; and

WHEREAS, on June 2, 2021, the City Planning and Zoning Board, sitting as the duly constituted Local Planning Agency for the City, recommended approval of the subject zoning map amendment to the City's Official Zoning Map; and

WHEREAS, the City has received public input and participation through hearings before the Local Planning Agency and the City Commission in accordance with Section 163.3181, Florida Statutes; and

WHEREAS, the City Commission has considered all of the testimony and evidence and has determined that the rezoning meets the rezoning review criteria of the Land Development Regulations, Section 23.2-36 and is consistent with the City's Comprehensive Plan and Strategic Plan.

WHEREAS, the City Commission has considered all of the testimony and evidence and has determined that the adoption of this Ordinance is in the best interest of the citizens and residents of the City of Lake Worth Beach.

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

52  
53 Section 1. The foregoing recitals are hereby affirmed and ratified.

54  
55 Section 2. The parcel of land more particularly described in **Exhibit A** is hereby  
56 designated Public Recreation and Open Space (PROS) on the City's Official Zoning Map.

57  
58 Section 3. The City's zoning maps shall be updated to reflect the changes to the  
59 property described in **Exhibit A**.

60  
61 Section 4. Repeal of Laws in Conflict. All ordinances or parts of ordinances in conflict  
62 herewith are hereby repealed to the extent of such conflict.

63  
64 Section 5. Severability. If any provision of this ordinance or the application thereof is  
65 held invalid by a court of competent jurisdiction, the invalidity shall not affect other  
66 provisions of the ordinance which can be given effect without the invalid provision or  
67 application, and to this end the provisions of this ordinance are declared severable.

68  
69 Section 6. Effective Date. This ordinance shall become effective upon the same day  
70 as the concurrent Future Land Use Map amendment (Ordinance 2021-05). Per Florida  
71 Statute 163.3187. The Future Land Use Map amendment (Ordinance 2021-05) shall be  
72 effective 31 days after adoption provided there is no challenge.

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

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

84  
85 The Mayor thereupon declared this ordinance duly passed on first reading on the  
86 20<sup>th</sup> day of July, 2021.

87  
88 The passage of this ordinance on second reading was moved by  
89 \_\_\_\_\_, seconded by \_\_\_\_\_, and upon being put to a vote,  
90 the vote was as follows:

91  
92 Mayor Betty Resch  
93 Vice Mayor Herman Robinson  
94 Commissioner Sarah Malega  
95 Commissioner Christopher McVoy  
96 Commissioner Kimberly Stokes

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The Mayor thereupon declared this ordinance duly passed on the \_\_\_\_\_ day of \_\_\_\_\_, 2021.

LAKE WORTH BEACH CITY COMMISSION

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

ATTEST:

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

## Exhibit A

<b>Applicant</b>	City of Lake Worth Beach Public Works Department
<b>Owner</b>	City of Lake Worth Beach
<b>General Location</b>	Northeast corner of 1 <sup>st</sup> Avenue South and South B Street
<b>Existing PCN Numbers</b>	38-43-44-21-15-003-0010
<b>Existing Land Use</b>	Neighborhood playground
<b>Current Zoning District</b>	Single Family Residential (SFR)
<b>Amended Zoning District</b>	Public Recreation and Open Space (PROS)





DEPARTMENT FOR COMMUNITY SUSTAINABILITY  
Planning Zoning Historic Preservation Division  
1900 2<sup>ND</sup> Avenue North  
Lake Worth Beach, FL 33461  
561-586-1687

DATE: May 26, 2021

TO: Members of the Planning & Zoning Board

FROM: Alexis Rosenberg, Senior Community Planner

THRU: William Waters, AIA, NCARB, LEED, AP BD+C, ID SEED, Director for Community Sustainability

MEETING: June 2, 2021

SUBJECT: **PZB Project Number 20-01300001**: A City initiated rezoning of the property located at 32 South B Street from Single Family Residential (SFR) to Public Recreation and Open Space (PROS). PCN # 38-43-44-21-15-003-0010.

---

**PROJECT DESCRIPTION:**

The proposed City initiated rezoning would rezone the subject site, 32 South B Street, from Single Family Residential (SFR) to Public Recreation and Open Space (PROS). The rezoning is being reviewed concurrently with a Future Land Use Map (FLUM) amendment to change the future land use designation of 32 South B Street from Mixed Use – East (MU-E) to Public Recreation and Open Space (PROS). The site is currently being utilized as a neighborhood playground which is a permitted use in the PROS zoning district. The approval of the proposed rezoning reflects the existing use of a neighborhood playground and picnic facility as permitted in the PROS zoning district. The subject site is surrounded by a mixture of single-family residences, multi-family residences, and a place of worship. The Royal Poinciana Neighborhood Association had previously expressed the need for the playground facilities in the area and worked with the City to establish the playground.

**Staff Recommendation:**

Staff has reviewed the documentation and materials provided, applying the applicable guidelines and standards found in the City of Lake Worth Beach zoning code. The proposed rezoning meets the criteria of the Comprehensive Plan and LDRs. Therefore, staff recommends that the Board recommend approval of the Rezone request with conditions of approval to the City Commission.

**PROPERTY DESCRIPTION:**

<b>Applicant</b>	City of Lake Worth Beach Public Works Department
<b>Owner</b>	City of Lake Worth Beach
<b>General Location</b>	Northeast corner of 1 <sup>st</sup> Avenue South and South B Street
<b>Existing PCN Numbers</b>	38-43-44-21-15-003-0010
<b>Existing Land Use</b>	Neighborhood playground
<b>Existing Zoning</b>	Single Family Residential (SFR)
<b>Existing Future Land Use Designation</b>	Mixed Use – East (MU-E)

**LOCATION MAP:**



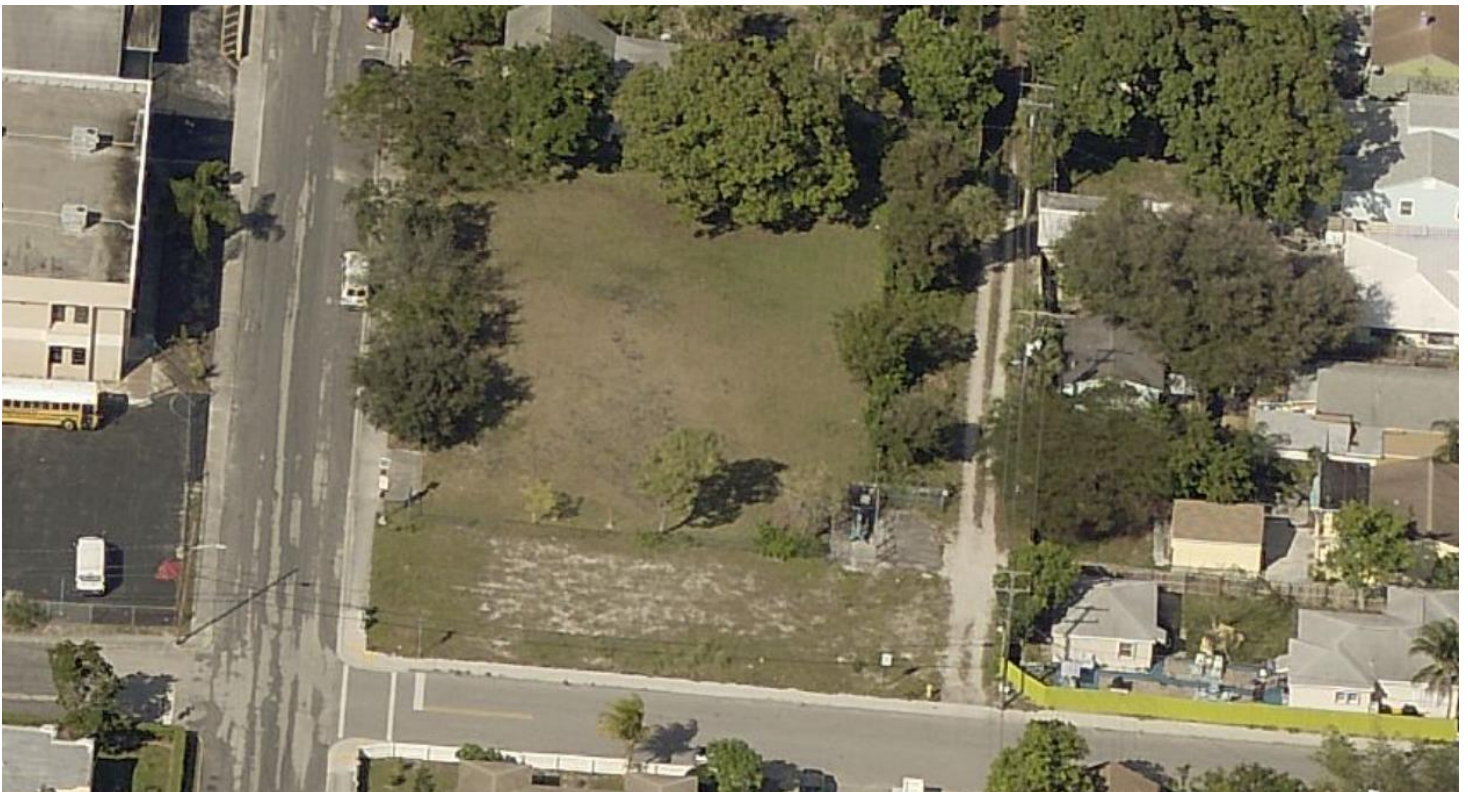


**BACKGROUND:**

The subject site is a 27,000 (200' x 135') square foot lot that is made up of four 50-foot wide platted lots. The property is located at 32 South B Street which is located in the northeast corner of 1<sup>st</sup> Avenue South and South B Street. Based on City records, it appears that at one time, all four lots had their own parcel numbers and separate addresses. Below is a timeline summary of the property, categorized by lot, based on Palm Beach Property Appraiser's records and City records:

- Lot 1, Block 3
  - Used to be referred to as 32 South B Street.
  - 1950 – a 1,825 square foot duplex and 946 square foot detached garage was constructed on the site.
  - 2001 – the 946 square foot detached garage was demolished.
  - September 2, 2014 – the 1,825 square foot duplex was demolished.
  - May 10, 2021 – a search of the City's database shows that there are no active business licenses linked to this property
  - May 10, 2021 – a search of the City's database shows that there are no active code cases linked to this property
- Lot 2, Block 3
  - Used to be referred to as 26 South B Street and 28 South B Street.
  - 1954 – a 1,055 square foot duplex was constructed on the site.
  - January 14, 1992 – the 1,055 square foot duplex was demolished.
  - May 10, 2021 – a search of the City's database shows that there are no active business licenses linked to this property
  - May 10, 2021 – a search of the City's database shows that there are no active code cases linked to this property
- Lot 3, Block 3
  - Used to be referred to as 22 South B Street.
  - 1929 – a 1,443 square foot cottage and 202 square foot detached garage was constructed on the property.
  - 1949 – a 600 square foot dwelling was constructed on the property.
  - January 14, 1992 – the 1,443 square foot cottage was demolished. It is unclear as to whether the detached garage was demolished at this time too.
  - June 17, 1998 – a letter from the City was issued to the property owner ordering the demolition of the remaining residence due to numerous building code violations that deemed the building unsafe.
  - August 1998 – The subject structure, which was the only remaining structure on the lot, was demolished.
  - May 10, 2021 – a search of the City's database shows that there are no active business licenses linked to this property
  - May 10, 2021 – a search of the City's database shows that there are no active code cases linked to this property
- Lot 4, Block 3
  - Used to be referred to as 18 South B Street.
  - 1920 – a 1,004 square foot residence and 602 square foot garage apartment was constructed on the property.
  - June 17, 1998 – a letter from the City was issued to the property owner ordering the demolition of the remaining residence due to numerous building code violations that deemed the building unsafe.
  - September 6, 1988 – the two-story garage apartment was demolished. The 1,004 square foot residence remained on the property.
  - 1988 – 2021 – the 1,004 square foot residence was demolished.
  - May 10, 2021 – a search of the City's database shows that there are no active business licenses linked to this property

- May 10, 2021 – a search of the City’s database shows that there are no active code cases linked to this property
- All Lots (Lots 1-4, Block 3)
  - September 18, 2020 – a building permit (permit # 20-2712) was issued for a green vinyl coated chain-link fence around the perimeter of the site for the playground. Staff approved the permit with the condition that within six months of the permit approval, a rezoning application shall be made to the City to rezone the property from SFR to PROS.
  - March 30, 2021 – a building permit (permit 21-624) was issued for a 12’ x 12’ shade structure to go over a picnic/seating area at the site. Staff approved the permit with the condition that a rezoning and FLUM amendment, and Minor Site Plan continue to be pursued by the Public Works Department. A unity of title was required prior to processing these requests.
  - December 15, 2020 – A Unity of Title was recorded combining Lots 1 thru 4, Block 3.
  - April 8, 2021 – the City obtained an updated property survey reflecting the Unity of Title.



**ANALYSIS:****Public Support/Opposition**

Staff not received letters of support or opposition for this application.

**Consistency with the Comprehensive Plan and Strategic Plan**

The subject site currently has a Future Land Use (FLU) designation of MU-E. Per Policy 1.1.1.5, the MU-E future land use area is intended to provide a mixture of residential, office, service and commercial retail uses within specific areas east of I-95, near or adjacent to the central commercial core and major thoroughfares of the City. The subject proposal is to rezone 32 South B Street to PROS. As the PROS zoning district is not an implementing zoning district of the MU-E future land use designation, this application is being reviewed concurrently with a future land use map amendment requesting to change the future land use of 32 South B Street from MU-E to PROS. Per Policy 1.1.1.11, the PROS future land use area designates locations for parks and other outdoor open space areas intended for active or passive use. The implementing zoning district of the PROS land use designation is PROS. The propose concurrent amendments to the FLUM and the Zoning are required for consistency with the Comprehensive Plan with the existing use of a neighborhood.

The proposal, if approved, would be consistent with Pillar I.E and Pillar II.E of the Strategic Plan which states that the City shall provide superior public amenities and services to retain existing and entice new residences and businesses and deliver sustainable indoor-outdoor leisure opportunities (parks and open space). The Royal Poinciana Neighborhood Association expressed the need for the playground and has been working with the City to establish the existing playground.

Based on the analysis above, the proposed rezone is consistent with the goals, objectives, and polices of the City of Lake Worth Beach's Comprehensive Plan and the Strategic Plan.

**Consistency with the City's Land Development Regulations**

The Department of Community Sustainability is tasked in the Code to review rezone applications for consistency with the findings for granting rezone applications in LDR Section 23.2-26 (analyzed in the next section) and to provide a recommendation for whether the application should be approved, approved with conditions, or denied.

At the hearing on the application, the Planning and Zoning Board or Historic Resources Preservation Board shall consider the rezoning/FLUM amendment application and request, the staff report including recommendations of staff, and shall receive testimony and information from the petitioner, the owner, city staff, and public comment. At the conclusion of the hearing, the Board shall make a recommendation on the rezoning/FLUM amendment request to the City Commission.

**Staff Analysis:** Playgrounds are not permitted in the SFR zoning district. If successfully rezoned to PROS, 32 South B Street will be consistent the City's LDRs and Comprehensive Plan.

The data and analysis below review the application against the regular findings for approval for all rezone requests:

**Section 23.2-36(4), Rezoning of Land Amendments**

An amendment to the official zoning map processed with the FLUM amendment shall be reviewed based on the following factors:

**a. Consistency.** Whether the proposed FLUM amendment would be consistent with the purpose and intent of the applicable comprehensive plan policies, redevelopment plans, and land development regulations. Approvals of a request to rezone to a planned zoning district may include limitations or requirements imposed on the master plan in order to maintain such consistency.

**Staff Response:** If the rezoning and FLUM amendment are approved, the new PROS zoning district would be consistent with the purpose and intent of the PROS future land use designation. Additionally, the existing use of a playground would be consistent with the PROS zoning district and the PROS future land use designation.

The proposed Rezone is consistent with the following Policy and Objectives in the Comprehensive Plan:

**Policy 1.1.2.13:** Locational Criteria for the Public Recreation and Open Space Designations – the PROS land use designations are intended for sites where such uses already exist.

The subject site, 32 South B Street, has an existing playground on the property that was approved with the condition that an application be submitted to the City to rezone the property to PROS within 6 months of the permit approval date.

**Policy 3.3.1.7:** Strengthen the sense of place in each neighborhood with adequate and well-designed, public facilities such as libraries, schools, recreation centers, fire stations and streetscapes.

The proposed Rezone to PROS reflects the existing public playground, which increased opportunities for play in the Royal Poinciana Neighborhood.

**Goal 7.1:** The City of Lake Worth Beach’s open space and recreation system shall provide sustainable indoor-outdoor leisure opportunities, to meet the physical, social, recreational and cultural needs of current and future demands of all population segments with access to a variety of passive and active recreation programs through the use of both public and private resources.

Prior to the construction of the existing playground at 32 South B Street, the Royal Poinciana Neighborhood did not have a public playground in the immediate area. There are properties zoned PROS that operate as sport fields on the corner of 1<sup>st</sup> Avenue South and South B Street. The addition of a playground to the neighborhood adds more variety to the outdoor recreation options in the area and for the City at large.

**b. Land Use Pattern.** Whether the proposed FLUM amendment would be contrary to the established land use pattern, or would create an isolated land use classification unrelated to adjacent and nearby classifications, or would constitute a grant of special privilege to an individual property owner as contrasted with the protection of the public welfare. This factor is not intended to exclude FLUM amendments that would result in more desirable and sustainable growth for the community.

**Staff Response:** The proposed rezoning will not be contrary or incompatible to the established land pattern, nor will it create an isolated zoning district unrelated to the adjacent and nearby classifications or constitute a grant of special privilege to the petitioner as contrasted with the protection of the public welfare. Please refer to the table below outlining the existing zoning and future land use designations of adjacent properties.

Direction	Future Land Use	Zoning District	Current Use
North (adjacent)	MU -E	SFR	Vacant
South (across from 1 <sup>st</sup> Ave S)	SFR	SFR	Multi-family Residences
East (across alleyway)	MU -E	SFR	Multi-family Residences Single-family Residences
West (across	MU -E	SFR	Place of Worship

South B St)			
-------------	--	--	--

While the subject site does not abut PROS zoned property, the surrounding uses are compatible in nature with uses allowed in the PROS zoning district. The PROS district depicts the location of publicly owned recreational and open space amenities within the City. The nearby properties consist of single-family and multi-family residences and a place of worship which are compatible with a neighborhood playground. **Meets Criterion.**

**c. Sustainability.** Whether the proposed FLUM amendment would support the integration of a mix of land uses consistent with smart growth or sustainability initiatives, with an emphasis on 1) complementary land uses; 2) access to alternative modes of transportation; and 3) interconnectivity within the project and between adjacent properties.

**Staff Response:** The proposed rezoning to PROS promotes neighborhood sustainability and is consistent with the City's goal to provide sustainable outdoor leisure opportunities such as parks and open space. A neighborhood playground has recently been constructed on the subject site, which is compatible with the surrounding residential properties and place of worship. **Meets Criterion.**

**d. Availability of Public Services/Infrastructure.** Requests for rezoning to planned zoning districts shall be subject to review pursuant to Section 23.5-2.

**Staff Response:** This criterion is applicable to requests to rezone to a planned zoning district only; therefore, this criterion does not apply. **Criterion not applicable.**

**e. Compatibility.** The application shall consider the following compatibility factors:

1) Whether the proposed FLUM amendment would be compatible with the current and future use of adjacent and nearby properties, or would negatively affect the property values of adjacent and nearby properties.

**Staff Response:** The proposed rezoning is compatible with the existing and future land uses of adjacent and nearby properties and will not negatively affect the property values of the neighborhood. If approved, the existing use of a playground, which has been a long-time request of the Royal Poinciana Neighborhood Association, would be depicted on the City's zoning map as a public recreation facility. The playground currently has security fencing around the perimeter of the property and is not anticipated to cause negative affects on the nearby properties. If at any time the playground is replaced with another use, said use would need to go through staff and/or Board review. Uses allowed in the PROS zoning district are typically associated with indoor or outdoor recreation and open space. **Meets Criterion.**

**f. Direct Community Sustainability and Economic Development Benefits.** For FLUM amendments involving rezoning to a planned zoning district, the review shall consider the economic benefits of the proposed amendment, specifically, whether the proposal would:

- 1) Further implementation of the city's economic development (CED) program;
- 2) Contribute to the enhancement and diversification of the city's tax base;
- 3) Respond to the current market demand or community needs or provide services or retail choices not locally available;
- 4) Create new employment opportunities for the residents, with pay at or above the county average hourly wage;
- 5) Represent innovative methods/technologies, especially those promoting sustainability;
- 6) Support more efficient and sustainable use of land resources in furtherance of overall community health, safety and general welfare;
- 7) Be complementary to existing uses, thus fostering synergy effects; and
- 8) Alleviate blight/economic obsolescence of the subject area.

**Staff Response:** This petition does not involve rezoning to a planned zoning district. Thus, this criterion does not apply to this petition. **Criterion not applicable.**

**g. Economic Development Impact Determination for Conventional Zoning Districts.** For FLUM amendments involving rezoning to a conventional zoning district, the review shall consider whether the proposal would further the City's economic development program, and also determine whether the proposal would:

- 1) Represent a potential decrease in the possible intensity of development, given the uses permitted in the proposed land use category; and
- 2) Represent a potential decrease in the number of uses with high probable economic development benefits.

**Staff Response:** The proposed rezoning to the PROS zoning district will result in the addition of a public amenity for the neighborhood. While the PROS zoning district does not offer an increase in density from the SFR zoning district, the playground use is consistent with the City's goal to provide sustainable outdoor leisure opportunities such as parks and open space which benefit quality life within the City. **Meets Criterion.**

**h. Commercial and industrial land supply.** The review shall consider whether the proposed FLUM amendment would reduce the amount of land available for commercial/industrial development. If such determination is made, the approval can be recommended under the following conditions:

- 1) The size, shape, and/or location of the property makes it unsuitable for commercial/industrial development; or
- 2) The proposed FLUM amendment provides substantiated evidence of satisfying at least four (4) of the direct economic development benefits listed in subparagraph "f" above; and
- 3) The proposed FLUM amendment would result in comparable or higher employment numbers, building size and valuation than the potential of existing land use designation.

**Staff Response:** If approved, the proposed rezoning will not result in a reduction of land available for commercial and industrial development. Commercial and industrial uses are not permitted under the existing zoning. Therefore, the change from SFR to PROS zoning would not reduce or change the commercial and industrial development potential at the subject site. **Meets Criterion.**

**i. Alternative sites.** Whether there are sites available elsewhere in the City in zoning districts which already allow the desired use.

**Staff Response:** The purpose of the rezoning application is to reflect the existing use on the subject site, a neighborhood playground. As stated, the playground has been a long-time request of the Royal Poinciana Neighborhood Association. The only other PROS zoned property in Royal Poinciana is located on the northwest corner of 6<sup>th</sup> Avenue South and South A Street. The properties are currently used as recreational fields for baseball, soccer, etc. As the existing PROS zoned properties in the area are fully utilized, there are no available pieces of land in the immediate area that could house the desired use of a playground.

**j. Master plan and site plan compliance with land development regulations.** When master plan and site plan review are required pursuant to section 2.D.1.e. above, both shall comply with the requirements of the respective zoning district regulations of article III and the site development standards of section 23.2-32.

**Staff Response:** Staff has conditioned the Rezone application so that if approved, a Minor Site Plan shall be applied for to review the site conditions in conformance with the LDRs. **Meets Criterion as Conditioned.**

**CONCLUSION:**

The proposed rezoning is consistent with the purpose, intent, and requirements of the Comprehensive Plan and LDRs subject to compliance with staff's proposed conditions of approval. Therefore, staff recommends that the Board recommend approval of rezoning to the City Commission with the conditions below:

**Board Actions:**

I MOVE TO RECOMMEND APPROVAL OF PZB PROJECT NUMBER 20-01300001 with staff recommended conditions to rezone the property at 32 South B Street from Single Family Residential (SFR) to Public Recreation and Open Space (PROS). The application meets the rezone criteria based on the data and analysis in the staff report.

I MOVE TO RECOMMEND DISAPPROVAL OF PZB PROJECT NUMBER 20-01300001 to rezone the property at 32 South B Street from Single Family Residential (SFR) to Public Recreation and Open Space (PROS). The proposal does not meet the rezone criteria for the following reasons [Board member please state reasons.]

**Consequent Action:**

The Planning & Zoning Board will be making a recommendation to the City Commission on the Rezone request.

**ATTACHMENTS:**

- A. Location Map
- B. Zoning Map
- C. Application Package

# Public Private Partnerships (P3's)

THE  
**SOUTHERN**  
GROUP

July 20, 2021

 WGI®



# The Southern Group

Our team specializes in:

- Bringing parties together – including the public community and private sector
- Intelligence gathering and Issue monitoring
- Access to diverse funding options
- Producing imaginative and innovative solutions

# Public Private Partnership

## Definition

“The close collaboration of a public entity and a private entity to structure, negotiate and implement the finance, design, development, construction and operation of buildings.” Buildings include but are not limited to commercial, residential, parking, and governmental facilities.

# Public Private Partnership Strategies

- This presentation is a summary of stages from due diligence to developer selection through contract negotiation. Time is of the essence in real estate transactions and the public and private partners must always remain mindful that a good deal requires extra time with public involvement.

# Public Private Partnership Strategies

- A successful P3 transaction can produce a “win-win” for both parties by achieving investment and return objectives. Additional benefits include the creation of jobs and other intangible benefits resulting from the capital investment.
- The creation of a P3 transaction between a public entity and a developer requires due diligence by the City of Lake Worth Beach.

# Transaction Considerations

- Transaction Considerations
  - Desired Public Outcome
  - Define Public Benefit
  - Market Analysis
  - Return on Investment (ROI) Calculation
  - Public terms and conditions
  - Developer Capacity
  - Public Support

# Public Sector/Private Sector takes the lead to identify objectives

- Infrastructure
- Redevelopment Programs
- Public Parking
  - Revenues
- Municipal Facilities

# Communications Strategy

- Secure local government support for development objectives
- Understand the market
- Brief local partners and significant community and business leadership of plans to develop property
- Development and implement a communication and Community outreach plan

# Developer Solicitation

- Process should identify initial terms and conditions
- Request for Information (RFI)
  - The City would issue an RFI to the development community to solicit concepts that may not have been identified in the initial marketing strategy. The objective is to obtain an informal market reaction to the redevelopment objective. Including this approach is a marketing strategy to determine interest within the development community.
- Request for Qualifications (RFQ)
  - This step is designed to gauge true market interest. The RFQ will include evaluation criteria. This step is designed to shortlist developers for an RFP. It will include an examination of experience, financial capacity, understanding of market conditions, and team members.
- Request for Proposals (RFP)
  - The final step requires the invited developers to submit a detailed response of their project including delivery, financing commitments and the company understanding of market demands.



# Developer Solicitation

- Utilization of a two-step process and elimination of the RFI is more common. The RFQ would determine interest and a shortlist of developers for the RFP. This will help to ensure quality proposals.
- Each approach should be carefully considered after the due diligence is completed. Each approach has multiple steps. A next stage would be to list each step or outline of each solicitation technique.

# Unsolicited Proposals

- F.S. 255.065 Defines Public-Private Partnerships and Requirements
- Unsolicited proposals from private entities for:
  - Building, upgrading, operating, ownership or financing of facilities
- If it is the intent to enter into a comprehensive agreement for the unsolicited proposal, then it must be advertised and offered to others over two weeks with a 21 day to 120 response

# Unsolicited Proposals - Evaluation

- Evaluation and Approval Requirements

- Project Description including conceptual design
- Performance Schedule
- Proposed Land Terms
- Financial Terms
- Financing Plan and Sources
- Key Personnel

- Evaluation criteria:

- Professional qualifications
- Business terms based upon above
- Design

- Public entity has the right to terminate negotiations if not satisfied with terms of an agreement

# Project Market Analytics

## Public Sector Participation

- Evaluation of public ways and means to participate in the project
- Direct Financing
- Land -lease, donate, sell
- Willingness to pledge future tax revenues to support
- Public guarantees of private financing
- Leasing of space – office or parking guarantees
- Public guarantees of private financing

# Project Market Analytics

## Public Sector Participation Tools

- Tax Increment use within in and outside of approved Redevelopment Districts
- REV Grant
- Opportunity Zones
- New Market Tax Credits
- Brownfields
- Historic Tax Credits

# Contract Negotiations

- Developer Selection
- Land Terms– fair market value determination, annual increases (CPI), length of lease and public approval
- Public participation consideration
- Predevelopment issue management
- Performance schedules and “what if” schedules aren’t met
- Analysis of developer requirements
- “What if” scenarios if development fails

# It's all about Financing

- Project Analysis
- Risk Analysis – Who's at Risk? Risk sharing?
- Developer Qualifications
- Returns on Investment for the public and private sector
  - Measurement Techniques
    - Public Sector
    - Private Sector
- Financing Capacity of Private Sector
  - Equity
  - Developer Financing Capacity

# P3 Examples



Laura Trio



The District



220 Riverside



# P3 Examples - Palm Beach County

## IPIC - Delray Beach



Photo by: iPic entertainment

## Marina Village – Riviera Beach



Photo by: Riviera Beach Marina Village RFP

# Lake Worth Beach Casino Property- P3 Opportunities and Approach

- Beach Casino/Pool
  - County Vision – new water facility, casino building facility activation, parking demand analysis
  - Maintain public access
  - Current permitted uses: Market demand and support for private participation

# Lake Worth Beach Casino Property– What If

- What if market demand says there should be more than 7,200 sq ft of retail space?
- What if pool facilities can have water park features attractive to a private partner?
- What if market demand calls for higher intensity uses?

# Lake Worth Beach Casino Property– Opportunities

- City owned land
- Approx. value \$23.2 Million
- Parcel size – 19 + acres
- Public/political will
- Existing Casino Facility
- Parking
- Successful retail tenants
- Public access
- Pier
- Activity programming (farmers market, festivals, car shows, etc.)
- Banquet and event space business

# Lake Worth Beach Casino Property– Next steps

- Market data collection
- Private market opportunities
- Identify potential private partners
- Partner selection approach
- Winning takes longer than losing
- Develop public outreach program

# Lake Worth Beach Parking – P3 Opportunities and Approach

- Parking study
- Parking demand analysis
- Potential locations, including CRA owned land
- Public participation “ways and means” in parking facilities with the private sector

# EXECUTIVE BRIEF REGULAR MEETING

**AGENDA DATE:** August 3, 2021

**DEPARTMENT:** Commission

**TITLE:**

Approving the not to exceed \$50,000 use from American Rescue Plan Act of 2021 Coronavirus State and Local Fiscal Recovery Funds to support a partnership for eviction prevention legal representation and services for Lake Worth Beach residents

**SUMMARY:**

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

**BACKGROUND AND JUSTIFICATION:**

The Federal Centers for Disease Control and Prevention (CDC) issued an order that went into effect September 4, 2020. The final extension will expire on July 31, 2021. The order bans landlords from evicting tenants for non-payment of rent if the tenant meets certain qualifications. This order DOES NOT release or forgive a tenant's obligation to pay rent. Tenants may also still be evicted for reasons other than not paying rent or making a housing payment. At the end of this temporary halt on evictions, a landlord may require payment in full for all payments not made prior to and during the temporary halt.

The City is seeking to engage in a contractual partnership to benefit Lake Worth Beach residents in need of legal representation and services of eviction prevention.

**MOTION:**

Move to approve/disapprove the use not to exceed \$50,000 from American Rescue Plan Act of 2021 Coronavirus State and Local Fiscal Recovery Funds to support a contractual partnership for eviction prevention legal representation and services for Lake Worth Beach residents.

**ATTACHMENT(S):**

Fiscal Impact Analysis

Back up materials will be available at the meeting





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

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

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

**WHEREAS**, on \_\_\_\_\_, 2021, the City was notified that it will receive funding to implement ARPA; and

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

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

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

**SECTION 1 – SCOPE OF SERVICES**

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

**SECTION 2 – COMPENSATION**

The City will pay Legal Aid \$500 for each unit of unduplicated eviction representation for tenants for ARPA eligible Lake Worth Beach Beach residents, up to a total of 75 units.

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

### **SECTION 3 – TERMINATION**

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

### **SECTION 4 – SUB-GRANTEE’S OBLIGATIONS**

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

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

Provide any additional activity information or statistics that may be requested by the City or to comply with ARPA.

### **SECTION 5 – REMEDIES**

This Agreement shall be governed by the laws of the State of Florida. Any and all legal action necessary to enforce the Agreement will be held in Palm Beach County, Florida. No remedy herein conferred upon any party is intended to be exclusive of any other remedy, and each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity or by statute or otherwise.

### **SECTION 6 – WAIVER OF JURY TRIAL AND ENFORCEMENT COSTS**

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

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

**SECTION 7 - AUTHORITY TO PRACTICE**

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

**SECTION 8 – SEVERABILITY**

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

**SECTION 9 - PUBLIC ENTITY CRIMES**

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

**SECTION 10 - ENTIRETY OF CONTRACTUAL AGREEMENT**

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

**SECTION 11 – WAIVER**

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

**SECTION 12 – COMPLIANCE**

Each of the parties agrees to perform its obligations under the Agreement in conformance with all laws, regulations and administrative instructions that relate to the parties’ performance of the Agreement. In the event that either party becomes aware of a possible violation of law, regulation or administrative instruction that might affect the validity or legality of the services provided under the Agreement, such party shall immediately notify the other party and the parties shall agree on appropriate corrective action. In the event either party becomes aware that any investigation or proceeding has been initiated with respect to any of the services provided hereunder, such party shall immediately notify the other party.

**SECTION 13 – EFFECTIVENESS, COUNTERPARTS AND PALM BEACH COUNTY IG**

This Agreement shall not become effective until approved by the City Commission. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, and will become effective and binding upon the parties as of the effective date at such time as all the signatories hereto have signed a counterpart of this Agreement.

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

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

**SECTION 14 – INDEPENDENT CONTRACTOR**

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

**SECTION 15 –INVOICING**

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

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

**SECTION 16 - INSURANCE**

The Legal Aid shall maintain during the term of this Agreement all insurance coverage as required hereunder. Such insurance policy(s) shall be issued by the United States Treasury or insurance carriers approved and authorized to do business in the State of Florida, and who must have a rating of no less than “excellent” by A.M. Best or as mutually agreed upon by the City and the Legal Aid.

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

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

**SECTION 17 – E-VERIFY**

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

- a. Register with and use the E-Verify system to verify the work authorization status of all newly hired employees and require all subcontractor (providing services or receiving funding under this Agreement) to register with and use the E-Verify system to verify the work authorization status of all the subcontractors' newly hired employees;
- b. Secure an affidavit from all subcontractors (providing services or receiving funding under this Agreement) stating that the subcontractor does not employ, contract with, or subcontract with an "unauthorized alien" as defined in Section 448.095(1)(k), Florida Statutes;
- c. Maintain copies of all subcontractor affidavits for the duration of this Agreement and provide the same to the City upon request;
- d. Comply fully, and ensure all of its subcontractors comply fully, with Section 448.095, Florida Statutes;
- e. Be aware that a violation of section 448.09, Florida Statutes (Unauthorized Aliens; Employment Prohibited), shall be grounds for termination of this Agreement; and,
- f. Be aware that if the City terminates this Agreement under Section 448.095(2)(c), Florida Statutes, Legal Aid may not be awarded a contract for at least one (1) year after the date on which the Agreement is terminated and will be liable for any additional costs incurred by the City as a result of the termination of the Agreement.

**SECTION 18 – SCRUTINIZED COMPANIES**

- a. Legal Aid certifies that it and its subcontractors are not on the Scrutinized Companies that Boycott Israel List and are not engaged in the boycott of Israel. Pursuant to section 287.135, Florida Statutes, the City may immediately terminate this Agreement at its sole

- option if Legal Aid or any of its subcontractors are found to have submitted a false certification; or if Legal Aid or any of its subcontractors, are placed on the Scrutinized Companies that Boycott Israel List or is engaged in the boycott of Israel during the term of this Agreement.
- b. If this Agreement is for one million dollars or more, Legal Aid certifies that it and its subcontractors are also not on the Scrutinized Companies with Activities in Sudan List, Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged in business operations in Cuba or Syria as identified in Section 287.135, Florida Statutes. Pursuant to Section 287.135, the City may immediately terminate this Agreement at its sole option if Legal Aid, or any of its subcontractors are found to have submitted a false certification; or if Legal Aid or any of its subcontractors are placed on the Scrutinized Companies with Activities in Sudan List, or Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or are or have been engaged with business operations in Cuba or Syria during the term of this Agreement.
  - c. Legal Aid agrees to observe the above requirements for applicable subcontracts entered into for the performance of work under this Agreement.
  - d. Legal Aid agrees that the certifications in this section shall be effective and relied upon by the City for the term of this Agreement, including any and all renewals.
  - e. Legal Aid agrees that if it or any of its subcontractors' status changes in regards to any certification herein, Legal Aid shall immediately notify the City of the same.
  - f. As provided in Subsection 287.135(8), Florida Statutes, if federal law ceases to authorize the above-stated contracting prohibitions then they shall become inoperative.

#### **SECTION 19 – PUBLIC RECORDS**

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

- a. Keep and maintain public records required by the City to perform the service.
- b. Upon request from the City's custodian of public records or designee, provide the City with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.
- c. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of this Agreement and following completion of this Agreement if the Legal Aid does not transfer the records to the City.
- d. Upon completion of this Agreement, transfer, at no cost, to the City all public records in possession of Legal Aid or keep and maintain public records required by the City to perform the service. If Legal Aid transfers all public records to the City upon completion of the Agreement, Legal Aid shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If Legal Aid keeps and maintains public records upon completion of the Agreement, Legal Aid shall

meet all applicable requirements for retaining public records. All records stored electronically must be provided to the City, upon request from the City's custodian of public records or designee, in a format that is compatible with the information technology systems of the City.

**IF LEGAL AID HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO LEGAL AID'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS OR DESIGNEE AT (561) 586-1662, cityclerk@lakeworthbeachfl.gov, or 7 North Dixie Highway, Lake Worth Beach, FL 33460.**

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

**CITY OF LAKE WORTH BEACH**

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

ATTEST:

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

APPROVED AS TO FORM AND  
LEGAL SUFFICIENCY

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

APPROVED FOR FINANCIAL  
SUFFICIENCY

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

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

By: \_\_\_\_\_  
Robert A. Bertisch, Executive Director

[Corporate Seal]

# EXECUTIVE BRIEF REGULAR MEETING

**AGENDA DATE:** August 3, 2021

**DEPARTMENT:** Water Utilities

**TITLE:**

Authorize Emergency Pump Parts and Repair with PSI Technologies, Inc. for Pump 101 at the Regional Wastewater Master Pump Station

**SUMMARY:**

The Emergency Purchase Order authorizes PSI Technologies Inc to provide pump parts and complete repair for Pump 101 at the Regional Wastewater Master Pump Station in the amount not to exceed \$57,905.00.

**BACKGROUND AND JUSTIFICATION:**

The Regional Wastewater Master Pump Station receives wastewater from the City and its seven subregional partners and has four 400-horsepower submersible pumps that send the wastewater flow to the East Central Regional Water Reclamation Facility. Pump 101 recently experienced a seal failure and was rebuilt in 2018. Recently the impeller on Pump 101 dropped and the suction cone was damaged from the vibration. Both components needed to be replaced to get the pump back in operation, especially in the middle of hurricane season right now.

The Water Utilities Department needed to act quickly to get the pump repaired and back in service. PSI Technologies Inc is the sole source vendor for parts and supplies for the Wilo EMU pumps that are in the station so a competitive process soliciting prices and quotes was not utilized. The City's Procurement Code Article XIV. Purchasing, Section 2-112 Procurement Process (e) states "1. Single/Source allows the selection of a single source without competition if, after conducting a search for available sources, that only a single source is practicable or for other reasons single source is in the best interest of the city."

**MOTION:**

Move to approve/disapprove the Emergency Purchase Order for Pump Parts and Repair with PSI Technologies, Incc in the amount not to exceed \$57,905.00.

**ATTACHMENT(S):**

Fiscal Impact Analysis  
PSI Quote



**FISCAL IMPACT ANALYSIS**

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

<b>Fiscal Years</b>	<b>2021</b>	<b>2022</b>	<b>2023</b>	<b>2024</b>	<b>2025</b>
Capital Expenditures	0	\$		\$	
Operating Expenditures	57,905.00	0	0	0	0
External Revenues	0	0	0	0	0
Program Income	0	0	0	0	0
In-kind Match	0	0	0	0	0
Net Fiscal Impact	0	\$			
No. of Addn'l Full-Time Employee Positions	0	0	0	0	0

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

Account Number	Account Description	Project Number	FY21 Budget	Current Balance	Budget Transfer	Agenda Expenditure	Balance
405-7421-535.46-21	Equipment General	NA	\$82,000	\$61,460.04	NA	-\$57,905.00	\$3,555.04



# PSI Technologies Inc

Quote No  
**Q3594**

Sales Offices

Ft Lauderdale Palm Beach Orlando Tampa Jacksonville  
(954) 952-6378 (305) 998-1371 (407) 451-4000 (904) 590-2060 (904) 588-2132

BILL TO
Tripp Electric Motors, Inc. 1233 NW Ave L Belle Glade, FL 33430

SHIP TO
Jimmy Tripp Tripp Electric Motors, Inc. 1233 NW Ave L Belle Glade, FL 33430  561-996-3333

Date Prepared	Date Expires	Terms	Prepared By	Sales Rep
5/4/2021	8/31/2021	Net 30	Brian Gretzinger (brian@psi-techinc.com)	Eric Doverspike

Item	Description	Qty	Unit Price	Amount
E6035333	Wilo Impeller 740mm FA30.78D / FKT56  Delivery: 26 weeks	1	\$53,317.00	\$53,317.00
E6048143	Wilo Suction Cone Kit 51.16444 FA30.78D / FKT56  Delivery: 18 weeks	1	\$4,588.00	\$4,588.00
			Subtotal	\$57,905.00
			Tax	\$0.00
			Total	<b>\$57,905.00</b>

Reference Serial# 312041

# EXECUTIVE BRIEF REGULAR MEETING

**AGENDA DATE:** August 3, 2021

**DEPARTMENT:** Administration

**TITLE:**

Eleventh Addendum to the Law Enforcement Service Agreement (LESA)

**SUMMARY:**

The Addendum to the Palm Beach County Sheriff's office LESA extends our law enforcement services through September 30, 2022. The rate will be \$14,174,126.00 with monthly payments of \$1,181,177.17.

**BACKGROUND AND JUSTIFICATION:**

In FY 2008, the City of Lake Worth ("City") and the Palm Beach County Sheriff's Office ("PBSO") entered into a contract entitled "Agreement for Law Enforcement Services by and between the Palm Beach County Sheriff's Office and the City of Lake Worth" ("LESA") which provides for all the City's law enforcement services. Residents in the community have been very satisfied with the law enforcement services provided by PBSO and the positive impact they have had in addressing criminal activities in the Community. The original Agreement has been amended many times allowing for annual increases, as well as, additional personnel requested by the City

**MOTION:**

Move to approve/disapprove this Eleventh Addendum to the Law Enforcement Services Agreement for Fiscal Year 2021-2022.

**ATTACHMENT(S):**

Fiscal Impact Analysis  
Eleventh Addendum

**FISCAL IMPACT ANALYSIS**

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

<b>Fiscal Years</b>	<b>2022</b>	<b>2023</b>	<b>2024</b>	<b>2025</b>	<b>2026</b>
Capital Expenditures	0	0	0	0	0
Operating Expenditures	14,174,126	0	0	0	0
External Revenues	0	0	0	0	0
Program Income	0	0	0	0	0
In-kind Match	0	0	0	0	0
<b>Net Fiscal Impact</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>
<b>No. of Addn'l Full-Time Employee Positions</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>

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

Account Number	Account Description	Project Number	FY22 Budget	Current Balance	Budget Transfer	Agenda Expenditure	Balance
001-3010-521.34-50	Contractual Service		13,646,673.67	13,646,673.67		13,646,673.67	
140-8074-575.34-50	Contractual Service		263,726.14	263,726.14		263,726.14	
401-1240-513.34-50	Contractual Service		263,726.14	263,726.14		263,726.14	

**ELEVENTH ADDENDUM TO THE LAW ENFORCEMENT SERVICE AGREEMENT**  
**SHERIFF RIC L. BRADSHAW AND THE CITY OF LAKE WORTH BEACH**

This Eleventh Addendum to the Law Enforcement Service Agreement is made by and between The City of Lake Worth Beach formerly known as The City of Lake Worth (hereinafter referred to as “City”), located in Palm Beach County, and Ric L. Bradshaw, Sheriff of Palm Beach County, Florida (hereinafter referred to as “Sheriff”). The City and the Sheriff shall hereinafter be referred to as the “Parties.”

**WHEREAS**, the Parties executed a Law Enforcement Service Agreement effective October 01, 2008, a First Addendum effective October 01, 2009, a Second Addendum effective October 01, 2010, a Third Addendum effective October 01, 2011, a Fourth Addendum effective October 01, 2013, a Fifth Addendum effective October 01, 2015, a Sixth Addendum effective October 01, 2016, a Seventh Addendum effective October 01, 2017, an Eighth Addendum effective October 01, 2018, a Ninth Addendum effective October 01, 2019, and a Tenth Addendum effective October 01, 2020, (the “Agreement”), by which the Sheriff agreed to perform law enforcement services; and

**WHEREAS**, the Parties wish to extend the Agreement for one (1) year, and set forth the consideration for the contract term October 01, 2021 through September 30, 2022.

**NOW, THEREFORE**, in consideration of the mutual covenants herein contained the receipt and sufficiency of which are hereby acknowledged, it is agreed upon as follows:

1. In accordance with Article 12 of the Law Enforcement Service Agreement, the Parties have agreed to extend the term of the Agreement for an additional one (1) year. The term of this Agreement shall run through September 30, 2022.
2. Article 6, Section 6.1 of the Law Enforcement Service Agreement is amended as to the total amount due for services for the period beginning October 01, 2021 through September 30, 2022 as follows: The total amount due for the annual period referenced above shall be \$14,174,126.00. Monthly payments shall be \$1,181,177.17. The last monthly payment shall be \$1,181,177.13.
3. In all other respects and unless otherwise stated, the terms and conditions of the Agreement, which includes prior Addendums, shall continue unchanged and in full force and effect.

**IN WITNESS WHEREOF**, the Parties hereto have executed this Addendum to the Agreement as of the last date all signatures below are affixed.

**PALM BEACH COUNTY SHERIFF'S OFFICE**

**THE CITY OF LAKE WORTH BEACH**

BY: \_\_\_\_\_  
Ric L. Bradshaw

BY: \_\_\_\_\_  
Betty Resch

Title: Sheriff

Title: Mayor

Witness: \_\_\_\_\_  
William Brannin, Major

ATTEST: \_\_\_\_\_  
Melissa Ann Coyne  
Interim City Clerk

DATE: \_\_\_\_\_

DATE: \_\_\_\_\_

Reviewed and approved  
for execution:

BY: \_\_\_\_\_  
Juan Ruiz  
Interim City Manager

Approved as to form and  
Legal sufficiency:

BY: \_\_\_\_\_  
Glen Torcivia  
City Attorney

# EXECUTIVE BRIEF REGULAR MEETING

**AGENDA DATE:** August 3, 2021

**DEPARTMENT:** Leisure Services

**TITLE:**

Resolution No. 47-2021 – FY 2021 Justice Assistance Grant Application

**SUMMARY:**

This resolution approves and authorizes the submission of an application to the Bureau of Justice Assistance for the City's Fiscal Year 2021 Justice Assistance Grant formula award of \$34,606. The City intends to use these funds for establishing the Out of School Programs Coordinator position to provide general management, oversight and coordination of the City's out-of-school literacy, prevention and education programs for at-risk youth to be conducted at the Municipal Library.

**BACKGROUND AND JUSTIFICATION:**

The Department of Justice, Bureau of Justice Assistance (BJA) has recently notified the City of its eligibility for Fiscal Year 2021 Edward Byrne Memorial Justice Assistance Grant (JAG) funding under the Local JAG solicitation in the amount of \$34,606. These funds are made available to the City for eligible local initiatives and activities that include law enforcement programs, prosecution and court programs, prevention and education programs, corrections and community corrections programs, drug treatment and enforcement programs, planning, evaluation and technology programs, and crime victim and witness programs. The term of the award is from October 1, 2021 through September 30, 2025.

The City proposes to use this allocation of Fiscal Year 2021 JAG Program funding for the establishment of the Out of School Programs Coordinator position. This position will be fully grant funded and will be responsible for general oversight, management and coordination of the out-of-school literacy, prevention and education programs to be offered at the City's public library. This is an eligible prevention and education program under the JAG Program guidelines.

Resolution No. 47-2021 approves the submission of the City's application for Fiscal Year 2021 JAG funding for this purpose. It further authorizes the acceptance of these funds, if awarded, and for the Interim City Manager to execute all programmatic documents. It further authorizes the Mayor to execute the Certification and Assurances form once all public comment requirements have been satisfied.

The JAG program guidelines allow the City to submit a Grant Award Modification (GAM) request to change the scope of the project if it becomes necessary to re-purpose the use of these funds after they have been awarded. The revised project scope proposed in the GAM can redirect the JAG award funding for any of the aforementioned eligible uses.

**MOTION:**

Move to approve/disapprove Resolution 47-2021 approving the submission of the City's application for Fiscal Year 2021 JAG funding in the amount of \$34,606 and authorizing the

acceptance of these funds, if awarded, and for the Interim City Manager to execute all related programmatic documents.

**ATTACHMENT(S):**

Fiscal Impact Analysis  
 Resolution 47-2021  
 Presentation

**FISCAL IMPACT ANALYSIS**

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

<b>Fiscal Years</b>	<b>2021</b>	<b>2022</b>	<b>2023</b>	<b>2024</b>	<b>2025</b>
Capital Expenditures	0	0	0	0	0
Operating Expenditures	0	0	17,303	17,303	0
External Revenues	0	0	17,303	17,303	0
Program Income	0	0	0	0	0
In-kind Match	0	0	0	0	0
<b>Net Fiscal Impact</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>
No. of Addn'l Full-Time Employee Positions	0	0	0	0	0

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

Account Number	Account Description	Project Number	FY23 Budget	Current Balance	Budget Transfer	Agenda Expenditure	Balance
180-0000-331-20.00	Federal Grants Safety	TBD	34,606	N/A	N/A	34,606	
180-9710-529-12.10.21	Salaries and Benefits	TBD	34,606	N/A	N/A	34,606	



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RESOLUTION NO. 47-2021 OF THE CITY OF LAKE WORTH BEACH, FLORIDA, AUTHORIZING THE SUBMISSION OF AN APPLICATION TO THE U.S. DEPARTMENT OF JUSTICE, OFFICE OF JUSTICE PROGRAMS, BUREAU OF JUSTICE ASSISTANCE FOR GRANT FUNDS PROVIDED THROUGH THE FISCAL YEAR 2021 EDWARD BYRNE MEMORIAL JUSTICE ASSISTANCE GRANT PROGRAM IN THE AMOUNT OF \$34,606; PROVIDING FOR AN EFFECTIVE DATE; AND FOR OTHER PURPOSES

WHEREAS the City has received notification from the U.S. Department of Justice, Office of Justice Programs, Bureau of Justice Assistance of its eligibility to apply for assistance under the Fiscal Year 2021 Edward Byrne Memorial Justice Assistance Grant (JAG) Program via its Local JAG Program solicitation; and

WHEREAS, the Fiscal Year 2021 JAG Program allocation for the City has been established by formula in the amount of \$34,606 for eligible local initiatives and activities; and

WHEREAS, the provision of out-of-school programs for at-risk youth is an eligible prevention and education activity under JAG Program guidelines; and

WHEREAS, the City desires to apply for Fiscal Year 2021 JAG Program funds to establish the Out of School Programs Coordinator position to provide general oversight, management and coordination of the out-of-school literacy, prevention and education programs for at-risk youth at the City's public library.

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

SECTION 1: The City Commission of the City of Lake Worth, Florida, hereby authorizes the submission of an application to the U.S. Department of Justice, Office of Justice Programs, Bureau of Justice Assistance for grant funds made available through the Fiscal Year 2021 Edward Byrne Memorial Justice Assistance Grant Program in the amount of \$34,606 for the Out of School Programs Coordinator position to provide general oversight, management and coordination of the out-of-school literacy, prevention and education programs for at-risk youth at the City's public library

SECTION 2: The City Commission of the City of Lake Worth Beach, Florida, hereby authorizes the acceptance of these funds, if awarded, for this purpose.

SECTION 3: The City Commission of the City of Lake Worth Beach, Florida, hereby authorizes the Interim City Manager to execute all related programmatic documents for this purpose.

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SECTION 4: The City Commission of the City of Lake Worth Beach, Florida, hereby authorizes the Mayor to execute the Certification and Assurances form once all public comment requirements have been satisfied.

SECTION 5: Upon execution of the resolution, one copy shall be forwarded to the Leisure Services Director. The fully executed original shall be maintained by the City Clerk as a public record of the City.

SECTION 6: This resolution shall become effective upon adoption.

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

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

The Mayor thereupon declared this resolution duly passed and adopted on the \_\_\_\_\_ day of \_\_\_\_\_, 2021.

LAKE WORTH BEACH CITY COMMISSION

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

ATTEST:

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



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

*The Art of Florida Living.<sup>SM</sup>*



# JUSTICE ASSISTANCE GRANT FISCAL YEAR 2021 - 2022

CITY OF LAKE WORTH BEACH  
City Commission Workshop

August 3, 2021



# Edward Byrne Memorial Justice Assistance Grant Program

The Edward Byrne Memorial Justice Assistance Grant (JAG) program is the leading source of formula-based federal justice funding to eligible state and local jurisdictions. The JAG Program provides states, tribes, and local governments with critical funding necessary to support a range of program areas.



# Eligible Activities

Eligible program areas include law enforcement, prosecution, indigent defense, courts, crime prevention and education, corrections and community corrections, drug treatment and enforcement, planning, evaluation, technology improvement, and crime victim and witness initiatives and mental health programs and related law enforcement and corrections programs, including behavioral programs and crisis intervention teams.

# FY 2021-2025 JAG Award Funds = \$34,606

The City can submit only ONE (1) Application for the Total Amount. However, the proposed activity can be changed post award during the grant period of FY 2021-2025 by submission of a Change of Scope Grant Award Modification (GAM).



# FY 2020-2024 JAG Award = \$31,296

The City is currently utilizing its FY 2020 -2024 JAG award funding for the City's Recreation Leader position to continue the provision of general management, oversight and coordination of the City's out-of-school programs for at-risk youth at the City's Youth Empowerment Centers. This is an eligible prevention and education program under the JAG Program guidelines.

There is a current balance of \$24,205 remaining on this award.



# Staff Recommendation | FY 2021-2025 JAG Award

Staff recommends the establishment of the Out of School Programs Coordinator position to provide general management, coordination and oversight of the City's literacy, prevention and education programs at the City's public library. The funding provided under the FY 2021-2025 JAG award, combined with the current balance of \$24,205 from the FY 2020-2024 JAG award that will be amended to fund this position, will ensure the continuation of these out-of-school programs through Fiscal Year 2024.

The City's out-of-school prevention and education programs have been conducted since FY 2009. They have been highly effective in reducing the incidence of youth delinquency, increased school attendance and improved academic performance among participating youth (ages 10 – 17).

Staff respectfully requests direction from the City Commission to determine the best use of these funds.



Questions?

# EXECUTIVE BRIEF REGULAR MEETING

**AGENDA DATE:** August 3, 2021

**DEPARTMENT:** Leisure Services

**TITLE:**

Resolution No. 48-2021 -- approving and authorizing the submission of a change of project scope for Coronavirus Emergency Supplemental Funding award to implement a pilot program of informational kiosks

**SUMMARY:**

The resolution approves the submission of a Grant Award Modification (GAM) to the Bureau of Justice Assistance for the City's approved Coronavirus Emergency Supplemental Funding award 2020-VD-BX-0500. The GAM will change the scope of the project to provide for the installation of informational kiosks in readily accessible areas of the City for the provision of critical information to the public in a rapid manner, including relevant information about the ongoing pandemic.

**BACKGROUND AND JUSTIFICATION:**

The Bureau of Justice Assistance (BJA) has approved the City's award 2020-VD-BX-0500 under Coronavirus Emergency Supplemental Funding (CESF) program in the amount of \$115,881. The City's original intended use of its funding allocation under the CESF program is for the purchase of allowed personal protection equipment and for the purchase of supplies such as sanitizer, masks and gloves.

The City has since entered into an agreement with FEMA that provides for the reimbursement of these same expenditures, thereby allowing the City the opportunity to repurpose its CESF award. BJJJ permits its grantees to change the scope of funding awards through the submission of a change of project scope Grant Award Modification (GAM) for this purpose.

Resolution No. 48-2021 approves and authorizes the submission of a GAM to BJA for the purpose of establishing a pilot program that will deploy a set of kiosks throughout the City in readily accessible areas that can provide current information to the public rapidly.

The proposed kiosks are special outdoor devices with features that include unbreakable glass, full weatherproofing, and backup power sources so they can continue to work even during a power outage. During normal times the kiosks will provide information to the public regarding upcoming events, refuse schedules, maps of City properties and public facilities, and relevant information about the pandemic and vaccination schedules. In the event of an emergency, the kiosks will be switched to an emergency mode to display important information such as emergency routes, warning and other life safety information.

This pilot program will serve as a key component of the City's emergency plan by providing relevant emergency updates to the public. This information will be provided in English, Spanish and Haitian Creole so that all residents will receive the information in the language they are most comfortable with and best comprehend. The kiosks will be of utmost importance should the City

lose power and internet as residents will be able to make their way to the kiosk and get up-to-date information.

The balance of the funding for this award will continue to be utilized for the purchase of personal protection equipment and sanitizing supplies after the expiration of the FEMA agreement on September 30, 2021, through the end of the CESF award term of January 20, 2022. This will include contracted services to sanitize the City's public buildings and facilities.

**MOTION:**

Move to approve/disapprove Resolution 48-2021 approving and authorizing the submission of a change of project scope Grant Award Modification to the Bureau of Justice Assistance for Coronavirus Emergency Supplemental Funding award 2020-VD-BX-0500 to implement a pilot program of informational kiosks throughout the City.

**ATTACHMENT(S):**

Fiscal Impact Analysis – N/A  
Resolution 48-2021

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RESOLUTION NO. 48-2021 OF THE CITY OF LAKE WORTH BEACH, FLORIDA, AUTHORIZING THE SUBMISSION OF A GRANT AWARD MODIFICATON TO THE BUREAU OF JUSTICE ASSISTANCE FOR CORONAVIRUS EMERGENCY SUPPLEMENTAL FUNDING AWARD 2020-VD-BX-0500 TO CHANGE THE PROJECT SCOPE TO IMPLEMENT A PILOT PROGRAM FOR INFORMATIONAL KIOSKS; PROVIDING FOR AN EFFECTIVE DATE; AND FOR OTHER PURPOSES.

WHEREAS the Bureau of Justice Assistance has approved 2020-VD-BX-0500 to award the City \$115,881 in funding under the Coronavirus Emergency Supplemental Funding (CESF) program; and

WHEREAS, the funding provided under the CESF program is to be utilized by the City to prevent, prepare for and respond to the coronavirus pandemic; and

WHEREAS the City desires to change the project scope under its CESF award to implement a pilot program to deploy informational kiosks throughout the City in readily accessible areas in order to provide critical information to residents, including hard to reach populations, in a rapid manner; and

WHEREAS in addition to providing relevant information to the public about City services during normal times, these kiosks will provide critical information to the public about emergency situations, including the ongoing pandemic; and

WHEREAS, this information will be provided in English, Spanish and Haitian Creole so that all residents will receive the information in the language they are most comfortable with and best comprehend; and

WHEREAS, the Bureau of Justice Assistance permits the submission of a Grant Award Modification to change the scope of a funding award; and

WHEREAS the City desires to submit a Grant Award Modification for 2020 VD-BX-0500 for this purpose.

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

SECTION 1: The City Commission of the City of Lake Worth Beach, Florida, hereby authorizes the submission of a Grant Adjustment Modification to the Bureau of Justice Assistance for the purpose of changing the project scope for the Coronavirus Emergency Supplemental Funding award 2020-VD-BX-0500 to implement a pilot program for the installation of informational kiosks throughout the City.

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SECTION 2: The City Commission of the City of Lake Worth Beach, Florida, hereby authorizes Juan Ruiz, Interim City Manager, to execute documents related to the City's Grant Award Modification for Coronavirus Emergency Supplemental Funding award 2020-VD-BX-0500.

SECTION 3: Upon execution of the resolution, one copy shall be provided to the Leisure Services Director and one copy shall be provided to the City Manager's Office. The fully executed original shall be maintained by the City Clerk as a public record of the City

SECTION 4: This resolution shall become effective upon adoption.

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

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

The Mayor thereupon declared this resolution duly passed and adopted on the \_\_\_\_\_ day of \_\_\_\_\_, 2021.

LAKE WORTH BEACH CITY COMMISSION

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

ATTEST:

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

# EXECUTIVE BRIEF REGULAR MEETING

**AGENDA DATE:** August 3, 2021

**DEPARTMENT:** Water Utilities

**TITLE:**

Resolution No. 50-2021 - Resilient Florida Grant Program Proposal for Eden Place

**SUMMARY:**

This resolution authorizes the submission of a proposal to the Florida Department of Environmental Protection requesting \$300,000 in funding assistance under the Resilient Florida Grant Program. These funds will be used to plan for and to implement mitigation measures to relieve the chronic flooding in the Eden Place neighborhood of the City.

**BACKGROUND AND JUSTIFICATION:**

Resolution No. 50-2021 authorizes the submission of a proposal for \$300,000 in funding under the Resilient Florida grant program for mitigation measures to relieve chronic flooding in the Eden Place neighborhood of the City. The worsening flood conditions at the eastern end of 16<sup>th</sup> Avenue North are adversely impacted by standing stormwater that results from heavy rainfall and surges of water from the king tides that overflow from the Lake Worth Lagoon. These conditions continue to become more problematic with ongoing sea level rise.

The City's proposed project is comprised of two primary activities. The first activity involves the procurement of a consultant to design, permit and provide construction engineering inspection services. Required permitting will include permits issued through the South Florida Water Management District, the US Army Corps of Engineers and other applicable agencies.

The second activity involves mitigation measures to alleviate the chronic flooding. These measures include the installation of the inlets, piping culvert and new outfall, as well as a tidal gate valve that will discharge stormwater into the Lake Worth Lagoon. Additional measures will be taken to prevent waters from the Lake Worth Lagoon from backing up through the outfall into the neighborhood.

**MOTION:**

Move to approve/disapprove Resolution 50-2021 to authorize the submission of a proposal to the Florida Department of Environmental Protection requesting \$300,000 in funding assistance under the Resilient Florida Grant Program to plan for and implement mitigation measures to relieve chronic flooding in the Eden Place neighborhood of the City.

**ATTACHMENT(S):**

Fiscal Impact Analysis  
Resolution 50-2021

**FISCAL IMPACT ANALYSIS**

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

<b>Fiscal Years</b>	<b>2021</b>	<b>2022</b>	<b>2023</b>	<b>2024</b>	<b>2025</b>
Capital Expenditures	0	600,000	0	0	0
Operating Expenditures	0	0	0	0	0
External Revenues	0	300,000	0	0	0
Program Income	0	0	0	0	0
In-kind Match	0	0	0	0	0
<b>Net Fiscal Impact</b>	<b>0</b>	<b>300,000</b>	<b>0</b>	<b>0</b>	<b>0</b>
No. of Addn'l Full-Time Employee Positions	0	0	0	0	0

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

Account Number	Account Description	Project Number	FY20 Budget	Current Balance	Budget Transfer	Agenda Expenditure	Balance
408-0000-207.91-80						300,000	
428-5090-538.63-15						600,000	



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RESOLUTION NO. 50-2021 OF THE CITY OF LAKE WORTH BEACH, FLORIDA, TO AUTHORIZE THE SUBMISSION OF A PROPOSAL TO THE FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION FOR \$300,000 IN FUNDING UNDER THE RESILIENT FLORIDA GRANT PROGRAM TO PLAN FOR AND IMPLEMENT FLOOD MITIGATION MEASURES IN THE EDEN PLACE NEIGHBORHOOD OF THE CITY; TO PROVIDE AN EFFECTIVE DATE; AND FOR OTHER PURPOSES

WHEREAS, the Florida Department of Environmental Protection has announced the Resilient Florida Grant Program (“Program”) to provide funding to effectively address the impacts of flooding and sea level rise within the State of Florida; and

WHEREAS, these funds are made available for proposals from counties, municipalities, water management districts, flood control districts and regional resilience entities for assistance to analyze and plan for vulnerabilities, as well as to implement projects for adaptation and mitigation; and

WHEREAS, the City of Lake Worth Beach (“City”) is eligible to submit a proposal for funding assistance under the Program; and

WHEREAS, the City intends to submit a proposal requesting \$300,000 in funding under the Program to plan for and to implement mitigation measures to relieve chronic flooding in the Eden Place neighborhood of the City; and

WHEREAS, the City will propose the provision of \$300,000 as a local cost share for this valid public purpose.

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

SECTION 1: The City Commission of the City of Lake Worth Beach, Florida hereby authorizes the submission of a proposal to the Florida Department of Environmental Protection requesting \$300,000 in funding assistance under the Resilient Florida Grant Program to plan for and to implement mitigation measures to relieve chronic flooding in the Eden Place neighborhood of the City.

SECTION 2: The City Commission hereby authorizes Juan Ruiz, Interim City Manager, to execute any programmatic documents related to the submission of the proposal.

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

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SECTION 4: This resolution shall become effective upon adoption.

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

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

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The Mayor thereupon declared this resolution duly passed and adopted on the  
\_\_\_\_\_ day of \_\_\_\_\_, 2021.

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LAKE WORTH BEACH CITY COMMISSION

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

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ATTEST:

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Melissa Ann Coyne, City Clerk

# EXECUTIVE BRIEF REGULAR MEETING

**AGENDA DATE:** August 3, 2021

**DEPARTMENT:** Water Utilities

**TITLE:**

Resolution No. 51-2021 Resilient Florida Grant Program Proposal for South Palm Park

**SUMMARY:**

This resolution authorizes the submission of a proposal to the Florida Department of Environmental Protection requesting \$300,000 in funding assistance under the Resilient Florida Grant Program. These funds will be used to plan for and to implement mitigation measures to relieve the chronic flooding in the South Palm Park neighborhood of the City.

**BACKGROUND AND JUSTIFICATION:**

Resolution No. 51-2021 authorizes the submission of a proposal for \$300,000 in funding under the Resilient Florida grant program for mitigation measures to relieve chronic flooding in the South Palm Park neighborhood of the City. The worsening flood conditions at the eastern end of 18<sup>th</sup> Avenue South are adversely impacted by standing stormwater that results from heavy rainfall and surges of water from the king tides that overflow from the Lake Worth Lagoon as the existing stormwater is unable outfall to drain properly. These conditions continue to become more problematic with ongoing sea level rise.

The City's proposed project is comprised of two primary activities. The first activity involves the procurement of a consultant to provide construction engineering inspection services. Required permitting will include permits issued through the South Florida Water Management District, the US Army Corps of Engineers and other applicable agencies.

The second activity involves mitigation measures to alleviate the chronic flooding. These measures include the installation of a stormwater pump station that will pump stormwater into the Lake Worth Lagoon through a new outfall that will be equipped with an outfall check valve. Additional measures will be taken to prevent waters from the Lake Worth Lagoon from backing up through the outfall into the neighborhood. These measures will serve to make the stormwater system more resilient to sea level rise and better protect the neighborhood.

**MOTION:**

Move to approve/disapprove Resolution No. 51-2021 authorizing the submission of a proposal to the Florida Department of Environmental Protection requesting \$300,000 in funding assistance under the Resilient Florida Grant Program to plan for and to implement mitigation measures to relieve chronic flooding in the Eden Park neighborhood of the City.

**ATTACHMENT(S):**

Fiscal Impact Analysis  
Resolution 51-2021

**FISCAL IMPACT ANALYSIS**

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

<b>Fiscal Years</b>	<b>2021</b>	<b>2022</b>	<b>2023</b>	<b>2024</b>	<b>2025</b>
Capital Expenditures	0	600,000	0	0	0
Operating Expenditures	0	0	0	0	0
External Revenues	0	300,000	0	0	0
Program Income	0	0	0	0	0
In-kind Match	0	0	0	0	0
<b>Net Fiscal Impact</b>	<b>0</b>	<b>300,000</b>	<b>0</b>	<b>0</b>	<b>0</b>
No. of Addn'l Full-Time Employee Positions	0	0	0	0	0

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

Account Number	Account Description	Project Number	FY20 Budget	Current Balance	Budget Transfer	Agenda Expenditure	Balance
408-0000-207.91-80						300,000	
428-5090-538.63-15						600,000	

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RESOLUTION NO. 51-2021 OF THE CITY OF LAKE WORTH BEACH, FLORIDA, TO AUTHORIZE THE SUBMISSION OF A PROPOSAL TO THE FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION FOR \$300,000 IN FUNDING UNDER THE RESILIENT FLORIDA GRANT PROGRAM TO PLAN FOR AND IMPLEMENT FLOOD MITIGATION MEASURES IN THE SOUTH PALM PARK NEIGHBORHOOD OF THE CITY; TO PROVIDE AN EFFECTIVE DATE; AND FOR OTHER PURPOSES.

WHEREAS, the Florida Department of Environmental Protection has announced the Resilient Florida Grant Program (“Program”) to provide funding to effectively address the impacts of flooding and sea level rise within the State of Florida; and

WHEREAS, these funds are made available for proposals from counties, municipalities, water management districts, flood control districts and regional resilience entities for assistance to analyze and plan for vulnerabilities, as well as to implement projects for adaptation and mitigation; and

WHEREAS, the City of Lake Worth Beach (“City”) is eligible to submit a proposal for funding assistance under the Program; and

WHEREAS, the City intends to submit a proposal requesting \$300,000 in funding under the Program to plan for and to implement mitigation measures to relieve chronic flooding in the South Palm Park neighborhood of the City; and

WHEREAS, the City will propose the provision of \$300,000 as a local cost share for this valid public purpose.

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

SECTION 1: The City Commission of the City of Lake Worth Beach, Florida hereby authorizes the submission of a proposal to the Florida Department of Environmental Protection requesting \$300,000 in funding assistance under the Resilient Florida Grant Program to plan for and to implement mitigation measures to relieve chronic flooding in the South Palm Park neighborhood of the City.

SECTION 2: The City Commission hereby authorizes Juan Ruiz, Interim City Manager, to execute any programmatic documents related to the submission of the proposal.

45 SECTION 3: Upon execution of the resolution, one copy shall be forwarded to the Water  
46 Utilities Director. The fully executed original shall be maintained by the City Clerk as a  
47 public record of the City.

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49 SECTION 4: This resolution shall become effective upon adoption.  
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51 The passage of this resolution was moved by Commissioner \_\_\_\_\_,  
52 seconded by Commissioner \_\_\_\_\_, and upon being put to a vote, the vote  
53 was as follows:

54 Mayor Betty Resch  
55 Vice Mayor Herman Robinson  
56 Commissioner Sarah Malega  
57 Commissioner Christopher McVoy  
58 Commissioner Kimberly Stokes  
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60 The Mayor thereupon declared this resolution duly passed and adopted on the  
61 \_\_\_\_\_ day of \_\_\_\_\_, 2021.

62 LAKE WORTH BEACH CITY COMMISSION

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65 By: \_\_\_\_\_  
66 Betty Resch, Mayor  
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68 ATTEST:

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72 Melissa Ann Coyne, City Clerk



**AGENDA**  
**CITY OF LAKE WORTH BEACH**  
**REGULAR CITY COMMISSION MEETING**  
**CITY HALL COMMISSION CHAMBER**  
**TUESDAY, AUGUST 17, 2021 - 6:00 PM**

**ROLL CALL:**

**INVOCATION OR MOMENT OF SILENCE:** led by Commissioner Kimberly Stokes

**PLEDGE OF ALLEGIANCE:** led by Commissioner Christopher McVoy

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

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

A. Election Presentation by Wendy Sartory Link, PBC Supervisor of Elections

**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)

**PUBLIC HEARINGS:**

**UNFINISHED BUSINESS:**

**NEW BUSINESS:**

A. Discussion regarding possible election related changes

B. Ordinance No. 2021-xx – First Reading – amend the candidate qualifying filing period

**CITY ATTORNEY'S REPORT:**

**CITY MANAGER'S REPORT:**

**UPCOMING MEETINGS AND WORK SESSIONS:**

**ADJOURNMENT:**