



AGENDA
CITY OF LAKE WORTH BEACH
REGULAR CITY COMMISSION MEETING (REVISED)
CITY HALL COMMISSION CHAMBER
TUESDAY, JUNE 06, 2023 - 6:00 PM

ROLL CALL:

INVOCATION OR MOMENT OF SILENCE: led by Commissioner Reinaldo Diaz

PLEDGE OF ALLEGIANCE: led by Vice Mayor Christopher McVoy

AGENDA - Additions / Deletions / Reordering:

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

- A. Legislative Update from State Rep. David Silvers, State Rep. Katherine Waldron and State Sen. Bobby Powell
- B. Presentation regarding Individual Deposit Accounts by Lynda Charles, Vice President of Housing Services at Community Partners of South Florida
- C. CRA Update by Joan Oliva, CRA Director
- D. Proclamation declaring June 5-9, 2023 as Code Enforcement Week
- E. Proclamation congratulating Palm Beach State College on their 90th Anniversary
- F. Proclamation declaring June 2023 as PTSD Awareness Month
- G. Proclamation declaring June 2023 as National League of Cities Small Cities Month brought forward by Commissioner Malega
- H. Proclamation declaring June 2, 2023 as National Gun Violence Awareness Day brought forward by Commissioner Malega
- I. Proclamation declaring June 11, 2023 as Race Amity Day brought forward by Vice Mayor McVoy
- J. Proclamation declaring June 19, 2023 as Juneteenth

COMMISSION LIAISON REPORTS AND COMMENTS:

CITY MANAGER'S REPORT:

PUBLIC PARTICIPATION OF NON-AGENDAED ITEMS AND CONSENT AGENDA:

APPROVAL OF MINUTES:

- A. [Regular Meeting - May 2, 2023](#)
- B. [Special Meeting - May 10, 2023](#)
- C. [Pre-agenda Work Session - May 12, 2023](#)
- D. [Regular Meeting- May 16, 2023](#)

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

- A. [Resolution No. 18-2023 – Maintenance Memorandum of Agreement and Local Funding Agreement with the Florida Department of Transportation for Street Lighting Improvements along Federal Highway](#)

PUBLIC HEARINGS:

- A. [Ordinance No. 2023-09 – Second Reading - Revising the Finance Advisory Board \(FAB\)](#)
- B. [Ordinance No. 2023-11 - First Reading – Approving a City-initiated Zoning Map amendment from Multi-Family Residential \(MF-20\) to Transit Oriented Development \(TOD-E\) for the properties located east of I-95, south of 2nd Avenue North, west of North A Street, and north of Lake Worth Road](#)

UNFINISHED BUSINESS:

- A. [Professional Services Agreement with Florida Atlantic University \(FAU\) for Housing Emergency Study and Policy Response Analysis](#)

NEW BUSINESS:

- A. [Service agreement with Florida ULS Operating LLC dba Haverland AG Innovations \(Haverland\) for sports turf maintenance services at City fields](#)
- B. [City Hall Annex Building Assessment](#)
- C. [Ordinance No. 13-2023 – First Reading – Ballot language to confirm the current single-member district boundaries and allow for the districts to be amended by ordinance after each decennial census](#)

CITY ATTORNEY'S REPORT:

UPCOMING MEETINGS AND WORK SESSIONS:

Pre-agenda Work Session - June 9 @ 9 am
Regular Meeting - June 20 @ 6 pm

ADJOURNMENT:

The City Commission has adopted Rules of Decorum for Citizen Participation (See Resolution No. 81-2022). The Rules of Decorum are posted within the City Hall Chambers, City Hall Conference Room, posted online at: <https://lakeworthbeachfl.gov/government/virtual-meetings/>, and available through the City Clerk's office. Compliance with the Rules of Decorum is expected and appreciated.

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

**MINUTES
CITY OF LAKE WORTH BEACH
REGULAR CITY COMMISSION MEETING
CITY HALL COMMISSION CHAMBER
TUESDAY, MAY 2, 2023 – 6:00 PM**

The meeting was called to order by Mayor Resch on the above date at 6:06 PM in the City Commission Chamber located at City Hall, 7 North Dixie Highway, Lake Worth Beach, Florida.

ROLL CALL: (1:25) Present were Mayor Betty Resch, Vice Mayor Christopher McVoy, Commissioners Kimberly Stokes and Reinaldo Diaz. Also present were City Manager Carmen Davis, City Attorney Glen Torcivia and City Clerk Melissa Ann Coyne. Commissioner Sarah Malega was absent.

INVOCATION OR MOMENT OF SILENCE: (1:42) was led by Vice Mayor Christopher McVoy.

PLEDGE OF ALLEGIANCE: (3:10) was led by Mayor Betty Resch.

ADDITIONS/DELETIONS/REORDERING: (3:38)

The City Attorney's Report was moved to precede the City Manager's Report.

Action: Motion made by Commissioner Stokes and seconded by Commissioner Diaz to approve the agenda as amended.

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

PRESENTATIONS: (4:25) (there is no public comment on Presentation items)

- A. Proclamation declaring May 2023 as Historic Preservation Month (4:38)
- B. Proclamation declaring May 2023 as Mental Health Awareness Month (7:42)
- C. Proclamation declaring May 2023 as Asian and Pacific Islander Heritage Month (17:19)
- D. Proclamation declaring May 2023 as Haitian Heritage Month (13:43)
- E. Proclamation declaring April 30 - May 6, 2023 as Professional Municipal Clerk's Week (19:44)
- F. Proclamation declaring May 13, 2023 as World Migratory Bird Day (23:24)

COMMISSION LIAISON REPORTS AND COMMENTS: (25:24)

(moved from the end of the agenda) **CITY ATTORNEY'S REPORT:** (37:07)

A. Update regarding Benny's on the Beach lease renewal

CITY MANAGER'S REPORT: (40:13)

City Manager Davis provided the following report:

- attended PBC's Office of Equal Business Opportunity meeting on Monday at the Cultural Council in Lake Worth Beach on behalf of the City Commission; two of the four events would be held in the city
- congratulated Patrick Livingston on receiving a \$100,000 grant from PBC Impact 100
- introduced Leena Trinidad, a member of the AmeriCorps Vista Program, who would be working with administration on increasing community engagement and enhancing community partnerships

PUBLIC PARTICIPATION OF NON-AGENDAED ITEMS AND CONSENT AGENDA: (44:40)

The meeting recessed at 8:05 PM and reconvened at 8:16 PM.

APPROVAL OF MINUTES: (2:10:45)

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

- A. Utility – March 28, 2023
- B. Pre-agenda Work Session - April 12, 2023
- C. Work Session - April 13, 2023
- D. Work Session - April 17, 2023

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

CONSENT AGENDA:

Action: Motion made by Commissioner Stokes and seconded by Commissioner Diaz to approve the Consent Agenda

A. Sovereignty Submerged Lands Easement Renewal

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

PUBLIC HEARINGS:

There were no Public Hearing items on the agenda.

UNFINISHED BUSINESS: (2:15:53)

A. Purchased Power Cost Adjustment Update (PCA)

Action: Motion made by Commissioner Stokes and seconded by Commissioner Diaz to approve the PCA as presented under Option 2, effective June 1, 2023.

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

NEW BUSINESS: (2:59:13)

A. Alcohol beverage distance waiver to allow package sales of alcoholic beverages at the existing Family Dollar at 2507 North Dixie Highway (2:49:15)

Action: Motion made by Vice Mayor McVoy and seconded by Commissioner Stokes to approve the alcohol distance waiver for the sale of packaged beer and wine with the staff recommended conditions as amended.

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

B. Resolution No. 10-2023 – Adopting a FY 2023 Budget Amendment for Subregional Wastewater Payment to ECR (3:18:40)

City Attorney Torcivia did not read the resolution.

RESOLUTION NO. 10-2023, BUDGET AMENDMENT OF THE CITY OF LAKE WORTH BEACH, A MUNICIPAL CORPORATION OF THE STATE OF FLORIDA, MAKING A BUDGET TRANSFER OF \$240,863 FROM THE FISCAL YEAR 2023 SUBREGIONAL SEWER EQUITY FUND BALANCE TO PAY THE CITY OF WEST PALM BEACH EAST CENTRAL REGIONAL WATER RECLAMATION FACILITY RENEWAL AND REPLACEMENT FUND FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2022 AND ENDING SEPTEMBER 30, 2023; AND PROVIDING FOR AN EFFECTIVE DATE

Action: Motion made by Vice Mayor McVoy and seconded by Commissioner Diaz to approve Resolution No. 10-2023 adopting a FY 2023 Budget Amendment for Subregional Wastewater Payment to ECR.

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

C. Resolution No. 11-2023 for the 2020 Non-Ad Valorem and 2020 Consolidated Utility Revenue Bonds Reauthorization (3:20:25)

City Attorney Torcivia did not read the resolution.

RESOLUTION NO. 11-2023, A GENERAL RESOLUTION OF THE CITY OF LAKE WORTH BEACH, A MUNICIPAL CORPORATION OF THE STATE OF FLORIDA, TO REALLOCATE AND REAUTHORIZE 2020 NON-AD VALOREM REVENUE BOND AND 2020 CONSOLIDATED UTILITY REVENUE BOND AMONG BOND FUNDED PROJECTS AND PROVIDING FOR AN EFFECTIVE DATE

Action: Motion made by Vice Mayor McVoy and seconded by Commissioner Diaz to approve Resolution No. 11-2023 for the 2020 Non-Ad Valorem and 2020 Consolidated Utility Revenue Bonds Reauthorization.

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

D. Agreement with Solar Energy Loan Fund (SELF) (3:22:40)

Action: Motion made by Vice Mayor McVoy and seconded by Commissioner Diaz to approve a contract with SELF for a period of up to three (3) years in the aggregate amount of \$300,000 using current operating electric funds or ARPA funds.

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

E. FMPA Municipal Solar Phase III Project Power Sales Contract (3:35:10)

Action: Motion made by Commissioner Stokes and seconded by Commissioner Diaz to approve the FMPA Municipal Solar Phase III Project Power Sales Contract at 30 MW.

Action: Amended Motion made by Commissioner Stokes and seconded by Commissioner Diaz to approve the FMPA Municipal Solar Phase III Project Power Sales Contract at 30 MW with the option to go to 40 MW, if available through the FMPA.

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

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

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

Mayor Resch passed the gavel to Vice Mayor McVoy and left the meeting at 9:50 PM.

F. Exercise of City's extension rights under the OUC Supplemental Energy and Capacity Agreement (3:42:30)

Action: Motion made by Commissioner Stokes and seconded by Commissioner Diaz to approve the exercise of the City's right to a second one-year (1) extension of the OUC Agreement and for Staff to provide such notification to OUC by June 1, 2023.

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

Mayor Resch returned to the meeting at 9:53 PM and resumed the gavel.

G. Work Order No. 10 with L.E. Myers Co. to complete construction work for the French Ave Voltage Conversion Project (3:47:52)

Action: Motion made by Commissioner Stokes and seconded by Vice Mayor McVoy to approve Work Order No. 10 with L.E. Myers Co. to complete construction work for the French Ave Voltage Conversion Project.

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

(moved to follow Commission Liaison Reports) **CITY ATTORNEY'S REPORT:**

A. Update regarding Benny's on the Beach lease renewal.

UPCOMING MEETINGS AND WORK SESSIONS:

May 12 - Pre-agenda Work Session @ 9 AM

May 16 - Regular @ 6 PM

ADJOURNMENT: (3:49:46)

Action: Motion made by Commissioner Stokes and seconded by Commissioner Diaz to adjourn the meeting at 9:56 PM.

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

Betty Resch, Mayor

ATTEST:

Melissa Ann Coyne, City Clerk

Minutes approved June 6, 2023.

Item time stamps correspond to the video recording of the meeting on YouTube.

**MINUTES
CITY OF LAKE WORTH BEACH
SPECIAL CITY COMMISSION MEETING – BENNY’S ON THE BEACH
CITY HALL COMMISSION CHAMBER
WEDNESDAY, MAY 10, 2023 – 5:00 PM**

The meeting was called to order by Mayor Resch on the above date at 5:13 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 Christopher McVoy and Commissioners Sarah Malega, Kimberly Stokes and Reinaldo Diaz. Also present were City Manager Carmen Davis, City Attorney Glen Torcivia and Deputy City Clerk Shayla Ellis.

PLEDGE OF ALLEGIANCE: led by Commissioner Kimberly Stokes.

NEW BUSINESS:

A. Consideration and decision regarding the lease options for Benny's on the Beach, Inc., the current tenant/assignee (00:30)

Action: Motion made by Commissioner Malega and seconded by Commissioner Stokes to approve the Fourth Amendment to the lease with RTT – Benny’s on the Beach, Inc. (12:32)

Vote: Voice vote showed: AYES: Mayor Resch, Commissioners Malega, Stokes and Diaz. NAYS: Vice Mayor McVoy

Action: Consensus to have a discussion regarding the creation of a Pier Building Reinvestment fund at a future meeting. (30:41)

ADJOURNMENT: (23:47)

Action: Motion made by Commissioner Malega and seconded by Commissioner Stokes to adjourn the meeting at 5:47 PM.

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

Betty Resch, Mayor

ATTEST:

Melissa Ann Coyne, City Clerk

Minutes approved June 6, 2023.

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

**MINUTES
CITY OF LAKE WORTH BEACH
CITY COMMISSION PRE-AGENDA WORK SESSION
CITY HALL COMMISSION CHAMBER
FRIDAY, MAY 12, 2023 - 9:00 AM**

The meeting was called to order by Mayor Resch on the above date at 9:16 AM in the City Commission Chamber located at City Hall, 7 North Dixie Highway, Lake Worth Beach, Florida.

ROLL CALL: (0:21) Present were Mayor Betty Resch; Commissioners Sarah Malega, Kimberly Stokes and Reinaldo Diaz. Also present were City Manager Carmen Davis, City Attorney Glen Torcivia and Deputy City Clerk Shayla Ellis. Vice Mayor Christopher McVoy was absent.

UPDATES / FUTURE ACTION / DIRECTION:

Action: Consensus to refine process for the recognition of individuals (Hometown Hero's) by the commission. (28:05)

ADJOURNMENT: (39:03)

The meeting adjourned at 9:54 AM.

Betty Resch, Mayor

ATTEST:

Melissa Ann Coyne, City Clerk

Minutes Approved: June 6, 2023

Item time stamps correspond to the recording of the meeting on YouTube.

**MINUTES
CITY OF LAKE WORTH BEACH
REGULAR CITY COMMISSION MEETING
CITY HALL COMMISSION CHAMBER
TUESDAY, MAY 16, 2023 – 6:00 PM**

The meeting was called to order by Vice Mayor McVoy on the above date at 6:08 PM in the City Commission Chamber located at City Hall, 7 North Dixie Highway, Lake Worth Beach, Florida.

ROLL CALL: (0:22) Present were Mayor Betty Resch (arrived at 7:30 PM), Vice Mayor Christopher McVoy, Commissioners Sarah Malega, Kimberly Stokes and Reinaldo Diaz. Also present were City Manager Carmen Davis, City Attorney Glen Torcivia and Deputy City Clerk Shayla Ellis.

INVOCATION OR MOMENT OF SILENCE: (0:47) was led by Vice Mayor McVoy.

PLEDGE OF ALLEGIANCE: (1:34) was led by Commissioner Reinaldo Diaz.

ADDITIONS/DELETIONS/REORDERING: (1:53)

Presentation G, the CRA update by Joan Oliva was deleted and will be at a future meeting. Presentation G, a presentation of Challenge Coins to Captain Mike Peper, Paramedic Scott Behrje, and Driver Tyler Withington from Palm Beach County Fire Rescue was added to the agenda and reordered to Presentation A. All subsequent presentations were reordered to B-G.

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

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

PRESENTATIONS: (2:11) (there is no public comment on Presentation items)

- A. (added & reordered) Presentation of Challenge Coins to Captain Mike Peper, Paramedic Scott Behrje, and Driver Tyler Withington from Palm Beach County Fire Rescue (3:33)
- B. (reordered) Presentation by School Board Member Edwin Ferguson regarding the State of Education (10:45)
- C. (reordered) Presentation by Maura Plante, Founder and CEO of Living Hungry, brought forward by Commissioner Malega (25:33)
- D. (reordered) Presentation of Certificate of Appreciation to Matthew Wanless, Chair & President of the Palm Beach Junior Advisory Board for his leadership and volunteerism to the community (49:52)
- E. (reordered) Proclamation declaring May 21-27, 2023 as National Public Works Week (52:06)

F. (reordered) Proclamation declaring May 22-29, 2023 as National Beach Safety Week (55:17)

G. (reordered) Summary of the 2023 Street Painting Festival by Lauren Bennett, Leisure Services Director (58:06)

COMMISSION LIAISON REPORTS AND COMMENTS: (1:08:57)

CITY MANAGER'S REPORT:

City Manager Davis did not provide a report.

PUBLIC PARTICIPATION OF NON-AGENDAED ITEMS AND CONSENT AGENDA: (1:23:20)

APPROVAL OF MINUTES: (1:42:18)

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

A. Regular Meeting – April 18, 2023

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

CONSENT AGENDA:

A. Resolution No. 15-2023 – Amendment 002 to Interlocal Cooperation Agreement with Palm Beach County (1:42:32)

City Attorney Torcivia did not read the resolution.

RESOLUTION NO. 15-2023 OF THE CITY OF LAKE WORTH BEACH, FLORIDA, AUTHORIZING THE EXECUTION OF AMENDMENT OO2 TO THE INTERLOCAL COOPERATION AGREEMENT TO RENEW ITS PARTICIPATION IN THE PALM BEACH COUNTY URBAN COUNTY PARTNERSHIP PROGRAM FOR FEDERAL FISCAL YEARS 2024, 2025 AND 2026; PROVIDING FOR AN EFFECTIVE DATE; AND FOR OTHER PURPOSES

Action: Motion made by Commissioner Stokes and seconded by Commissioner Malega to approve Resolution No. 15-2023 – Amendment 002 to Interlocal Cooperation Agreement with Palm Beach County.

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

PUBLIC HEARINGS:

There were no Public Hearings on the agenda.

UNFINISHED BUSINESS:

- A. Professional Services Agreement with Florida Atlantic University (FAU) for Housing Emergency Study and Policy Response Analysis (1:42:42)

NEW BUSINESS: (1:51:38)

- A. Purchase Order with Allen Jay Fleet Sales for the procurement of fleet replacement vehicles (1:51:41)

Action: Motion made by Commissioner Malega and seconded by Commissioner Diaz to approve the Purchase Order with Allen Jay Fleet Sales.

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

- B. Resolution No. 16-2023 – Approving the City's Participation in the Florida Cooperative Liquid Assets Securities System (FLCLASS) Interlocal Agreement (1:56:42)

City Attorney Torcivia did not read the resolution.

RESOLUTION NO. 16-2023, A RESOLUTION OF THE CITY OF LAKE WORTH BEACH, A MUNICIPAL CORPORATION OF THE STATE OF FLORIDA, APPROVING THE CITY'S PARTICIPATION IN THE FLORIDA COOPERATIVE LIQUID ASSETS SECURITIES SYSTEM (FLCLASS) BY ENTERING THE INTERLOCAL AGREEMENT WITH OTHER GOVERNMENTAL PARTICIPANTS FOR THE PURPOSE OF JOINTLY EXERCISING INVESTMENT POWER; AND PROVIDING AN EFFECTIVE DATE

Action: Motion made by Commissioner Diaz and seconded by Commissioner Malega to approve Resolution 16-2023 authorizing the City's Participation in the Florida Cooperative Liquid Assets Securities System (FLCLASS) Interlocal Agreement.

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

- C. Ordinance No. 2023-09 – Revising the Finance Advisory Board (FAB) (2:04:25)

City Attorney Torcivia read the ordinance by title only.

ORDINANCE NO. 2023-09 OF THE CITY OF LAKE WORTH BEACH, FLORIDA, REVISING CHAPTER 2, ARTICLE XVII, SECTION 2-130 THROUGH 2-135 OF THE CODE OF ORDINANCES REGARDING THE CITY OF LAKE WORTH BEACH FINANCE ADVISORY BOARD; INCLUDING THE PURPOSE, DUTIES, MEMBERSHIP AND MEETINGS OF THE BOARD; PROVIDING FOR CODIFICATION; PROVIDING FOR REPEAL OF CONFLICTS, SEVERABILITY AND AN EFFECTIVE DATE

Action: Motion made by Commissioner Malega and seconded by Commissioner Diaz to approve Ordinance 2023-09 on first reading, with the additional requirement of filing a State of Florida Form 1 (Statement of Financial Interest) for Finance Advisory Board members, and setting the second reading and public hearing for June 6, 2023.

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

D. Resolution No. 14-2023 – Revising the C-51 Canal Advisory Committee and changing its name to the Waterways Board (2:10:58)

City Attorney Torcivia did not read the resolution.

RESOLUTION NO. 14-2023 OF THE CITY OF LAKE WORTH BEACH, FLORIDA
REVISING THE C-51 CANAL ADVISORY COMMITTEE; PROVIDING FOR
CONFLICTS; PROVIDING FOR SEVERABILITY; PROVIDING FOR AN
EFFECTIVE DATE

Action: Motion made by Commissioner Diaz and seconded by Commissioner Malega to approve Resolution No. 14-2023 revising the C-51 Canal Advisory Committee with amendments to Section 2 removing the language “preference for non-motorized” and “like limnology, wetland science or oceanography.”

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

E. Ordinance No. 2023-08 – Revising Sections 2-82 & 2-83 relating to the City Tree Board, and changing its name to the Tree & Landscape Board (2:15:26)

City Attorney Torcivia read the ordinance by title only.

ORDINANCE NO. 2023-08 OF THE CITY OF LAKE WORTH BEACH, FLORIDA,
REVISING THE CITY TREE BOARD TO SERVE IN A PLANNING AND
ADVISORY CAPACITY WITH QUALIFIED CITY EMPLOYEES AND/OR
CONSULTANT(S) RESPONSIBLE TO OVERSEE THE WRITING AND
IMPLEMENTATION OF AN ANNUAL PLAN FOR PLANTING AND
MAINTENANCE OF CITY LANDSCAPING; SEVERABILITY CLAUSE;
CONFLICTING ORDINANCES REPEALED; CODIFICATION CLAUSE; AND
PROVIDING AN EFFECTIVE DATE

Action: Consensus to continue Ordinance No. 2023-08 – First Reading – Revising Sections 2-82 & 2-83 relating to the City Tree Board, and changing its name to the Tree & Landscape Board to a future meeting. (3:11:12)

Action: Consensus for staff to create a form for city advisory boards to provide a quarterly update to the commission outlining all meetings, providing the board’s recommendations, and outlining the attendance for board members. (2:46:00)

CITY ATTORNEY'S REPORT: (3:11:18)

City Attorney Torcivia following report:

- requesting an attorney-client session on June 6th, 2023 at 5:00 PM regarding pending litigation in the *City of Lake Worth v. North H Enterprises, Inc.* case

UPCOMING MEETINGS AND WORK SESSIONS:

May 30 Utility Meeting @ 6 PM
June 6 Regular Meeting @ 6 PM

ADJOURNMENT: (3:12:42)

Action: Motion made by Commissioner Malega and seconded by Commissioner Stokes to adjourn the meeting at 9:21 PM.

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

Betty Resch, Mayor

ATTEST:

Melissa Ann Coyne, City Clerk

Minutes approved June 6, 2023.

Item time stamps correspond to the video recording of the meeting on YouTube.

STAFF REPORT REGULAR MEETING

AGENDA DATE: June 6, 2023

DEPARTMENT: Electric Utility

TITLE:

Resolution No. 18-2023 – Maintenance Memorandum of Agreement and Local Funding Agreement with the Florida Department of Transportation for Street Lighting Improvements along Federal Highway

SUMMARY:

Resolution 18-2023 for a Maintenance Memorandum of Agreement and a Local Funding Agreement (LFA) with the Florida Department of Transportation (FDOT) for Street Lighting Improvements along Federal Highway (also known as State Road 5) in the amount of \$48,000.00.

BACKGROUND AND JUSTIFICATION:

As a part of the continual updating of the State of Florida Highway System, the FDOT is proposing to install lighting improvements for the purpose of vehicular and pedestrian safety to include decorative lighting to meet the specific lighting requirements for sea turtle nesting beaches as needed, and other hardscape improvements, in compliance with the ADA accessibility Act. The total cost of the FDOT's construction work along Federal Highway is \$1,366,793.00.

The FDOT will match the City's existing decorative lighting improvements provided the City enters into a Locally Funded Agreement (LFA) at a cost of \$48,000.00 for the upgrade. Work will improve intersections at 6th Avenue South, 2nd Avenue North, 3rd Avenue North, 8th Avenue South and 4th Avenue North totaling 15 light poles.

The Maintenance Memorandum of Agreement stipulates the City will maintain all existing non-standard light fixtures and light poles within the limits of the City.

MOTION:

Move to approve/disapprove Resolution No. 18-2023 approving the Maintenance Memorandum of Agreement and the Locally Funded Agreement (LFA) with the Florida Department of Transportation (FDOT) in the amount of \$48,000.

ATTACHMENT(S):

Fiscal Impact Analysis
Resolution 18-2023
MMAO
Local Agreement

FISCAL IMPACT ANALYSIS

Five Year Summary of Fiscal Impact:

| Fiscal Years | 2023 | 2024 | 2025 | 2026 | 2027 |
|--|-------------|-------------|-------------|-------------|-------------|
| Inflows | | | | | |
| Current Appropriation | 0 | 0 | 0 | 0 | 0 |
| Program Income | 0 | 0 | 0 | 0 | 0 |
| Grants | 0 | 0 | 0 | 0 | 0 |
| In Kind | 0 | 0 | 0 | 0 | 0 |
| Outflows | | | | | |
| Current Appropriation | \$48,000 | 0 | 0 | 0 | 0 |
| Operating | 0 | 0 | 0 | 0 | 0 |
| Capital | 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 |

| Contract Award - Existing Appropriation | |
|---|--|
| | Expenditure |
| Department | Electric Utility |
| Division | Engineering |
| GL Description | Improve Other than Build/ Infrastructure |
| GL Account Number | 421-6020-531-63.15 |
| Project Number | EL2123 |
| Requested Funds | \$48,000 |

RESOLUTION NO. 18-2023 OF THE CITY OF LAKE WORTH BEACH,
FLORIDA, APPROVING THE MAINTENANCE MEMORANDUM OF
AGREEMENT AND LOCAL FUNDING AGREEMENT WITH THE FLORIDA
DEPARTMENT OF TRANSPORTATION FOR LIGHTING IMPROVEMENTS
TO FEDERAL HIGHWAY; AND PROVIDING FOR REPEAL OF CONFLICTS
AND AN EFFECTIVE DATE

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

WHEREAS, the Florida Department of Transportation (FDOT) has jurisdiction over State Road 5 (also known as Federal Highway) within the jurisdictional boundaries of the City; and

WHEREAS, FDOT seeks to install certain lighting improvements on Federal Highway (specifically from 10th Avenue South to 6th Avenue North) to include decorative lighting and to have the City maintain the improvements once installed; and

WHEREAS, FDOT is providing funding for most of the improvements being made to Federal Highway within the City; however, the City is required to provide local funding for the decorative improvements to match existing decorative improvements; and

WHEREAS, FDOT has proposed a Maintenance Memorandum of Agreement (MMA) and Local Funding Agreement which provide the responsibilities of FDOT and the City with regards to the installation of the improvements, the funding of the improvements, and the City’s maintenance of the improvements once installed; and,

WHEREAS, the improvements project detailed in the Local Funding Agreement is in the best interests of both the City and FDOT; and,

WHEREAS, the City Commission has determined that entering the MMA and Local Funding Agreement with FDOT serves a valid public purpose.

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

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

Section 2. The City Commission hereby approves the Maintenance Memorandum of Agreement and the Local Funding Agreement with FDOT for the decorative lighting improvements to be installed by FDOT and directs the Mayor and City Clerk to execute the same. A copy of this Resolution shall be provided to FDOT along with the executed agreements.

Section 3. All resolutions or parts of resolutions are hereby repealed or amended to the extent that they are in conflict with this Resolution.

Section 4. This Resolution shall become effective immediately upon passage.

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

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

The Mayor thereupon declared this resolution duly passed and adopted on the ____ day of _____ 2023.

LAKE WORTH BEACH CITY COMMISSION

By: _____
Betty Resch, Mayor

ATTEST:

Melissa Ann Coyne, City Clerk

SECTION NO.: 93020000
FM No.(s): 446173-1-52-01
COUNTY: Palm Beach
County
S.R. No.: 5

**STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION, DISTRICT FOUR (4)
MAINTENANCE MEMORANDUM OF AGREEMENT (MMOA)**

THIS AGREEMENT made and entered into this date _____, by and between the **STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION**, a component agency of the State of Florida, hereinafter called the **DEPARTMENT**, and **CITY OF LAKE WORTH BEACH**, a municipal corporation existing under the Laws of Florida, hereinafter called the **AGENCY**.

WITNESSETH:

WHEREAS, the **DEPARTMENT** has jurisdiction over State Road (S.R.) 5 beginning from Mile Post (M.P.) 0.773 to 1.619 and at M.P. 1.695 to M.P. 2.071, and

WHEREAS, the **DEPARTMENT** seeks to install and have maintained by the **AGENCY** certain highway **IMPROVEMENTS**; and

WHEREAS, as part of the continual updating of the State of Florida Highway System, the **DEPARTMENT**, for the purpose of safety, protection of the investment and other reasons, has constructed and does maintain SR 5 beginning from M.P. 0.773 to M.P. 2.071 (within the limits of the **AGENCY**); and

WHEREAS, it is the intent of the **AGENCY** and the **DEPARTMENT** that the **AGENCY** shall maintain the specific elements constructed under Project Number **446173-1-52-01** to include decorative lighting; hereinafter called **IMPROVEMENTS** installed along SR 5 M.P. 0.773 to M.P. 2.071; and

WHEREAS, the Project involves the scope of work as described within **Exhibit A (Project Location, Description and Aerial)** and **Exhibit B (Construction Plans)**, which will benefit the **AGENCY**; and

WHEREAS the parties hereto mutually recognize the need for entering into an **AGREEMENT** designation and setting forth the responsibilities of each party; and

WHEREAS the **AGENCY** by Resolution Number _____ entered this date _____, attached hereto and by this reference made a part hereof, desires to enter into this **AGREEMENT** and authorizes its officers to do so;

NOW THEREFORE, for and in consideration of the mutual benefits to flow each to the other, the parties covenant and agree as follows:

1. RECITALS

The recitals set forth above are true and correct and are deemed incorporated herein.

2. INSTALLATION OF FACILITIES

SECTION NO.: 93020000
FM No.(s): 446173-1-52-01
COUNTY: Palm Beach
County
S.R. No.: 5

- A. The **DEPARTMENT** has issued Project Number **446173-1-52-01** to construct the **IMPROVEMENTS** as detailed in **Exhibit A** and **Exhibit B** that will benefit the **AGENCY**.
- B. The **IMPROVEMENTS** shall comply with the laws and regulations relating to the Americans with Disabilities Act of 1990, as currently enacted or as may be amended from time to time ("ADA"). If there are any major changes to the plan(s), the **DEPARTMENT** shall provide the modified plan(s) to the **AGENCY** and the **AGENCY** shall provide their approval or disapproval to the **DEPARTMENT** within ten (10) business days. The **DEPARTMENT** may elect to withdraw the **IMPROVEMENTS** if changes are not approved within the given time frame.
- C. The **AGENCY** shall coordinate with FWC and FDEP to meet the specific lighting requirements for sea turtle nesting beaches as needed.
- D.
- E. The **AGENCY** shall be invited to assist the **DEPARTMENT** in final inspection before acceptance of the job by the **DEPARTMENT**.

The **AGENCY** must maintain the **IMPROVEMENTS** associated within the limits of the project.

3. MAINTENANCE OF FACILITIES

- A. The **AGENCY** agrees to maintain the **IMPROVEMENTS** to be installed under Project Number **446173-1-52-01** within the limits of construction. Maintenance by the **AGENCY** will include but not limited to inspection, repair, restoration, replacement, coating and general maintenance of all decorative or non-standard features within the limits of construction. This includes Project Number **446173-1-52-01** for decorative light poles, installed along SR 5, from M.P. 0.773 to M.P. 2.071

This maintenance provision will apply to all existing decorative or non-standard lights already installed within the limits of the **AGENCY**.

- 1) The **AGENCY** agrees to maintain, at its sole cost and expense, the **IMPROVEMENTS** set forth in **Exhibit A** in compliance with any and all applicable laws which shall include, but not be limited to, laws and regulations relating to the Americans with Disabilities Act ("ADA") of 1990, as currently enacted or as may be amended from time to time.
- 2) The **IMPROVEMENTS** shall be kept clean and free from trash and debris. The **IMPROVEMENTS** shall be kept free of graffiti. The **IMPROVEMENTS** shall be free of pests such as stinging insects, rodents, and vermin, including removal of nests as needed.

SECTION NO.: 93020000
FM No.(s): 446173-1-52-01
COUNTY: Palm Beach
County
S.R. No.: 5

- 3) As part of the maintenance responsibility, the **AGENCY** shall keep in good repair and replace, defective or worn-out parts of the **IMPROVEMENTS**. The **AGENCY**'s responsibility to keep the **IMPROVEMENTS** in good repair shall include all necessary inspection, maintenance, repair and replacement of any type or nature, including, but not limited to, maintenance, repair, coating replacement, and replacement due to normal wear and tear, named storm event, acts of God, vandalism, and accidents. The **AGENCY** shall take all necessary steps to maintain the **IMPROVEMENTS** in a manner to protect against injury to any person or property.
- 4) The **AGENCY** shall perform all activities necessary to keep the **IMPROVEMENTS** fully operating, properly functioning, with a minimum of 90% of the lights burning for any lighting type or roadway system at all times in accordance with the original design thereof, whether necessitated by normal wear and tear, accidental or intentional damage, or acts of nature. Said maintenance shall include, but shall not be limited to, providing electrical power, and paying all charges associated therewith, routine inspection and testing, preventative maintenance, emergency maintenance, replacement of any component parts of the **IMPROVEMENTS** (including the poles and all other component parts installed as part of the **IMPROVEMENTS**), and locating (both vertically and horizontally) the **IMPROVEMENTS**, as may be necessary.
- 5) The above-named functions to be performed by the **AGENCY** may be subject to periodic inspections by the **DEPARTMENT** at the discretion of the **DEPARTMENT**. Such inspection findings will be shared with the **AGENCY** and shall be the basis of all decisions regarding, reworking relating to the maintenance obligation I function or **AGREEMENT** termination.
- 6) The **AGENCY** shall be solely responsible for any damages to surrounding property, real estate, vehicles, pedestrians, or other assets occurring as a result of maintenance and operation of the **IMPROVEMENTS** and shall repair such damage to the satisfaction of the **DEPARTMENT** at no expense to the **DEPARTMENT**, as per the requirements in **Exhibit C (Maintenance Plan Requirements)**.
- 7) The **AGENCY** shall be responsible to maintain the light pole structures, attachments and electrical components. The **AGENCY** shall replace the structure if destroyed in an accident by third parties. The **DEPARTMENT** expressly assigns its rights, interests and privileges pertaining to said **IMPROVEMENTS**' damage to the **AGENCY**, so **AGENCY** can pursue all claims and causes of actions against the third parties responsible for the damage. The **DEPARTMENT** will assist the **AGENCY** as necessary and will confirm **AGENCY'S** authorization to pursue recovery. The **AGENCY** will be responsible for all attorneys' fees and costs incurred in its recovery activities. The **AGENCY** shall not file suit in the name of the **DEPARTMENT**.
- B. After the **DEPARTMENT's** installation of the **IMPROVEMENTS**, the **AGENCY** shall be responsible for maintaining the **IMPROVEMENTS** consistent with all ADA Laws existing and as amended and shall indemnify the **DEPARTMENT** for any and all costs or expenses incurred by the **DEPARTMENT** for the **AGENCY's** failure to maintain the

SECTION NO.: 93020000
FM No.(s): 446173-1-52-01
COUNTY: Palm Beach
County
S.R. No.: 5

IMPROVEMENTS in compliance with all ADA Laws existing and as amended. Costs and expenses shall include the costs to maintain the **IMPROVEMENTS** in compliance with all ADA Laws existing and as amended, attorney's fees and costs and any judgments. The foregoing indemnification shall not be construed as an indemnification for the **DEPARTMENT's** failure to install the **IMPROVEMENTS** in compliance with all ADA Laws existing at the time of installation.

- 1) Adjacent sidewalk areas shall be accessible at all times during the **AGENCY's** maintenance of the **IMPROVEMENTS**. If sidewalk closures are needed, alternate routes shall be clearly identified, and missing sidewalk shall be restored either with permanent or temporary materials at the end of each workday.
 - 2) Nothing in this **AGREEMENT** should be interpreted or construed as a waiver of the **AGENCY's** or **DEPARTMENT's** rights to sovereign immunity or as an agreement to be sued by a third party. Further, there are no third-party beneficiaries to this **AGREEMENT**.
- C. All **IMPROVEMENTS** shall at all times have a notification sign posted with the name and phone number of the **DEPARTMENT** within the **AGENCY** responsible for maintenance of the **IMPROVEMENTS** so that members of the public may contact **AGENCY** regarding problems with the **IMPROVEMENTS**. The **AGENCY** shall promptly respond and correct all complaints regarding maintenance. The **IMPROVEMENTS** to be constructed with this project shall not contain advertising. Nor shall advertising be placed upon them by any party in the future.
- D. It is understood and agreed by the parties that upon "final acceptance" (as that term is described in the Standard Specifications for Roadway and Bridge Construction, as amended by contract documents section 5-11) by the **DEPARTMENT** of the Project and Notice thereof to the **AGENCY**, the **AGENCY** shall be responsible for maintenance of the Project in accordance with the following Federally and State accepted standards (current editions at the time of execution of this **AGREEMENT** and any amendments hereafter) and all costs related thereto: (a) FDOT Design Manual (FDM), (b) Florida Green Book, (c) Standard Specifications for Roadway and Bridge Construction, (d) FDOT Standard Plans for Roadway Construction, (e) Manual on Uniform Traffic Control Devices (MUTCD), and (f) all other applicable local, state, or federal laws, rules, resolutions, or ordinances, and FDOT procedures. In the event of a conflict between documents, standards, and procedures the more stringent shall apply.
- E. Any work impacting traffic flow along SR 5 must be coordinated with the **DEPARTMENT**. Lane closures must be submitted for approval in accordance with **DEPARTMENT** procedures and policies and will meet the goals established in the **DEPARTMENT's** Open Roads Policy.

4. NOTICE OF MAINTENANCE DEFICIENCIES

- A. If, at any time while the terms of this **AGREEMENT** are in effect, it shall come to the attention of the **DEPARTMENT** that the **AGENCY's** responsibility as established herein

SECTION NO.: 93020000
FM No.(s): 446173-1-52-01
COUNTY: Palm Beach
County
S.R. No.: 5

or a part thereof is not being properly accomplished pursuant to the terms of this **AGREEMENT**, the **DEPARTMENT** may issue a written notice, that a deficiency or deficiencies exist(s), by sending a certified letter to the **AGENCY**, in care of the **CITY OF LAKE WORTH BEACH, CITY MAYOR**, to place the **AGENCY** on notice regarding its maintenance deficiencies. Thereafter, the **AGENCY** shall have a period of sixty (60) days within which to correct the cited deficiency or deficiencies. If said deficiencies are not corrected within the time period, the **DEPARTMENT** may, at its option, proceed under one or more or a combination of the following items:

- 1) The **DEPARTMENT** may repair any item or a number of items. Corrective actions will be performed with the **DEPARTMENT** and/or its independent contractor's materials, equipment, and personnel. The actual cost for such work will be charged to the **AGENCY**.
- 2) The **DEPARTMENT** may remove or replace any item or number of items with the standard **DEPARTMENT** item. Corrective actions will be performed with the **DEPARTMENT** and/or its independent contractor's materials, equipment, and personnel. The actual cost for such work will be charged to the **AGENCY**.
- 3) If there is no standard equivalent item or if in the **DEPARTMENT's** discretion the item is not necessary for the operations of the roadway, the **DEPARTMENT** may remove the item in its entirety and restore the area to a condition acceptable to the **DEPARTMENT**. Corrective actions will be performed with the **DEPARTMENT** and/or its independent contractor's materials, equipment, and personnel. The actual cost for such work will be charged to the **AGENCY**.
- 4) At the discretion of the **DEPARTMENT**, terminate the **AGREEMENT** in accordance with Paragraph 7 of this **AGREEMENT** and remove, by the **DEPARTMENT** or its Contractor's personnel, all the **IMPROVEMENTS** installed under this **AGREEMENT** and charge the **AGENCY** the reasonable cost of such removal.

5. FUTURE DEPARTMENT IMPROVEMENTS

It is understood between the parties hereto that the **IMPROVEMENTS** covered by this **AGREEMENT** may be removed, relocated, or adjusted at any time in the future as determined to be necessary by the **DEPARTMENT** in order that the adjacent state road be widened, altered, or otherwise changed to meet with future criteria or planning of the **DEPARTMENT**.

6. FUTURE AGENCY IMPROVEMENTS

The **AGENCY** may construct additional **IMPROVEMENTS** within the limits of the rights of ways identified as a result of this document subject to the following conditions:

- 1) Plans for any new **IMPROVEMENTS** shall be subject to approval by the **DEPARTMENT**. The **AGENCY** shall not change or deviate from said plans without written approval by the **DEPARTMENT**.

SECTION NO.: 93020000
FM No.(s): 446173-1-52-01
COUNTY: Palm Beach
County
S.R. No.: 5

- 2) The **AGENCY** shall procure a permit and/ or Construction **AGREEMENT** from the **DEPARTMENT**, as appropriate.
- 3) All **IMPROVEMENTS** shall be developed and implemented in accordance with appropriate state safety and roadway design standards.
- 4) The **AGENCY** agrees to comply with the requirements of this **AGREEMENT** regarding any additional **IMPROVEMENTS** installed at no cost to the **DEPARTMENT**.

7. AGREEMENT TERMINATION

This **AGREEMENT** may be terminated under anyone (1) of the following conditions:

- 1) By the **DEPARTMENT**, if the **AGENCY** fails to perform its duties under this **AGREEMENT**, following ten (10) days written notice. The **AGENCY** shall reimburse the **DEPARTMENT** for any expenditures for the installation of said **IMPROVEMENTS** and the cost to remove and or replace said improvement with the standard improvement or remove in its entirety.
- 2) By the **DEPARTMENT**, for refusal by the **AGENCY** to allow public access to all documents, papers, letters, or other material subject to the provisions of Chapter 119, Florida Statutes, and made or received by the **AGENCY** in conjunction with this **AGREEMENT**.
- 3) By the **DEPARTMENT** with a six (6) month written notice.

8. AGREEMENT TERM

The term of this **AGREEMENT** commences upon execution by all parties. The term of this **AGREEMENT** shall remain in effect for as long as the **IMPROVEMENTS** shall exist.

9. LIABILITY AND INSURANCE REQUIREMENTS

- A. With respect to any of the **AGENCY'S** agents, consultants, sub-consultants, contractors, and/or sub-contractors, such party in any contract for the **IMPROVEMENTS** shall agree to indemnify, defend, save and hold harmless the **DEPARTMENT** from all claims, demands, liabilities, and suits of any nature arising out of, because of or due to any intentional and/or negligent act or occurrence, omission or commission of such agents, consultants, sub consultants, contractors and/or subcontractors. The **AGENCY** shall provide to the **DEPARTMENT** written evidence of the foregoing upon the request of the **DEPARTMENT**. It is specifically understood and agreed that this indemnification clause does not cover or indemnify the **DEPARTMENT** for its own negligence.
- B. In the event that **AGENCY** contracts with a third party to provide the services set forth herein, any contract with such third party shall include the following provisions:

SECTION NO.: 93020000
FM No.(s): 446173-1-52-01
COUNTY: Palm Beach
County
S.R. No.: 5

- 1) **AGENCY'S** contractor shall at all times during the term of this **AGREEMENT** keep and maintain in full force and effect, at contractor's sole cost and expense, Comprehensive General Liability with minimum limits of \$1,000,000.00 per occurrence combined single limit for Bodily Injury Liability and Property Damage Liability and Worker's Compensation insurance with minimum limits of \$500,000.00 per Liability. Coverage must be afforded on a form no more restrictive than the latest edition of the Comprehensive General Liability and Worker's Compensation policy without restrictive endorsements, as filed by the Insurance Services Office and shall name the **DEPARTMENT** as an additional insured.
- 2) **AGENCY'S** contractor shall furnish **AGENCY** with Certificates of Insurance of Endorsements evidencing the insurance coverages specified herein prior to the beginning performance of work under this **AGREEMENT**.
- 3) Coverage is not to cease and is to remain in full force and effect (subject to cancellation notice) until all performance required of **AGENCY'S** contractor is completed. All policies must be endorsed to provide the **DEPARTMENT** with at least thirty (30) days' notice of cancellation and or/or restriction. If any of the insurance coverages will expire prior to the completion of work, copies of renewal policies shall be furnished at least (30) days prior to the date of expiration.

10. E-VERIFY REQUIREMENTS

The **AGENCY** shall:

- 1) Utilize the U.S. DEPARTMENT of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the **AGENCY** for the work performed under this **AGREEMENT**; and
- 2) Expressly require any contractors performing work or providing services pursuant to the state contract to likewise utilize the U.S. DEPARTMENT of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the contract term.

11. ENTIRE AGREEMENT

This writing embodies the entire Agreement and understanding between the parties hereto and there are no other Agreements and understanding, oral or written, with reference to the subject matter hereof that are not merged herein and superseded hereby except the Local Funded Agreement(s) and State Highway Lighting Maintenance and Compensation Agreement(s) **BD648** signed between the parties, as amended, as to all other **IMPROVEMENTS** not specifically mentioned in this Agreement. The streetlights installed under this project will be compensated as streetlights under the State Highway Lighting Maintenance and Compensation Agreement. If the **DEPARTMENT** and **AGENCY** fail to agree on the annual lump sum amount to be paid under the State Highway Lighting Maintenance and Compensation Agreement, this Agreement shall

SECTION NO.: 93020000
FM No.(s): 446173-1-52-01
COUNTY: Palm Beach
County
S.R. No.: 5

supersede that Agreement and the **AGENCY** agrees to maintain the lights solely under this Agreement.

12. EXPENDITURE OF MONEY

The **DEPARTMENT**, during any fiscal year, shall not expend money, incur any liability, or enter into any contract which, by its terms, involves the expenditure of money in excess of the amounts budgeted as available for expenditure during such fiscal year. Any contract, verbal or written, made in violation of this subsection is null and void, and no money may be paid on such contract. The **DEPARTMENT** shall require a statement from the Comptroller of the **DEPARTMENT** that funds are available prior to entering into any such contract or other binding commitment of funds. Nothing herein contained shall prevent the making of contracts for periods exceeding one (1) year, but any contract so made shall be executory only for the value of the services to be rendered or agreed to be paid for in succeeding fiscal years; and this paragraph shall be incorporated verbatim in all contracts of the **DEPARTMENT** which are for an amount in excess of TWENTY-FIVE THOUSAND DOLLARS (\$25,000.00) and which have a term for a period of more than one year.

13. DISPUTES

The **DEPARTMENT'S** District Secretary shall decide all questions, difficulties, and disputes of any nature whatsoever that may arise under or by reason of this **AGREEMENT**, the prosecution or fulfillment of the service hereunder and the character, quality, amount and value thereof; and his decision upon all claims, questions and disputes shall be final and conclusive upon the parties hereto.

14. ASSIGNMENT

This **AGREEMENT** may not be assigned or transferred by the **AGENCY** in whole or part without the consent of the **DEPARTMENT**.

15. LAWS GOVERNING

This **AGREEMENT** shall be governed by and construed in accordance with the laws of the State of Florida. In the event of a conflict between any portion of the contract and Florida law, the laws of Florida shall prevail. Venue with respect to judicial proceedings arising out of this **AGREEMENT** shall be in Broward County, Florida.

16. NOTICES

All notices given or required under this **AGREEMENT** shall be in writing and either personally delivered with receipt acknowledgement or sent by certified mail, return receipt requested. All notices shall be sent to the following addresses.

If to the **DEPARTMENT**:

SECTION NO.: 93020000
FM No.(s): 446173-1-52-01
COUNTY: Palm Beach
County
S.R. No.: 5

State of Florida Department of Transportation
Attention: District Maintenance Engineer
3400 West Commercial Blvd
Ft. Lauderdale, FL 33309-3421 If to the

AGENCY:

City of Lake Worth Beach
7 North Dixie Highway
Lake Worth Beach FL, 33460
Attention: City Mayor

17. LIST OF EXHIBITS

- Exhibit A: Project Location, Description and Aerial
- Exhibit B: Lighting Plans
- Exhibit C: Maintenance Plan Requirements

SECTION NO.: 93020000
FM No.(s): 446173-1-52-01
COUNTY: Palm Beach
County
S.R. No.: 5

IN WITNESS OF THE FOREGOING, the parties have set their hands and seals the day and year first above written.

AGENCY:

City Of Lake Worth Beach
Corporation of the State of Florida:

By: _____ Date: _____
City Manager / Mayor

Print Name: _____

ATTEST:

By: _____ Date: _____
Clerk

Print Name: _____

Approved as to Form:

By: _____ Date: _____
City Attorney

Print Name: _____

SECTION NO.: 93020000
FM No.(s): 446173-1-52-01
COUNTY: Palm Beach
County
S.R. No.: 5

IN WITNESS OF THE FOREGOING, the parties have set their hands and seals the day and year first above written.

DEPARTMENT:

STATE OF FLORIDA
DEPARTMENT OF TRANSPORTATION

Sign: _____
Director of Operations

Print Name: Paul A. Lampley

Date: _____

Approval as to Form:

Sign: _____
Assistant District General Counsel

Print Name: _____

Date: _____

SECTION NO.: 93020000
FM No.(s): 446173-1-52-01
COUNTY: Palm Beach
County
S.R. No.: 5

EXHIBIT A

PROJECT LOCATION, DESCRIPTION AND AERIAL

I. Location:

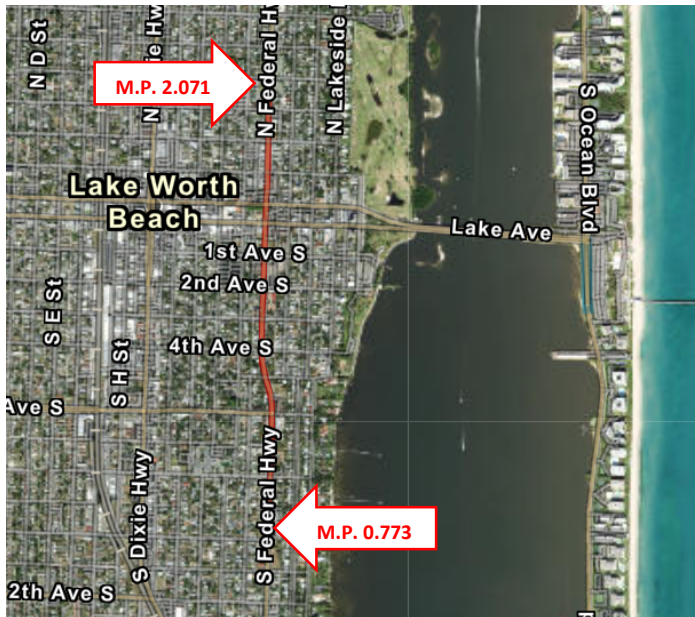
The **IMPROVEMENTS** associated with this **AGREEMENT** are located in the City of Lake Worth Beach, in Palm Beach, Florida along State Road 5, section 93020000, beginning M.P. 0.773 to M.P. 2.071.

II. Description of Work:

Project Number **446173-1-52-01** to include decorative light.

It will be the responsibility of the **AGENCY** to maintain the **IMPROVEMENTS** described in this **AGREEMENT**.

III. Aerial



SECTION NO.: 93020000
FM No.(s): 446173-1-52-01
COUNTY: Palm Beach
County
S.R. No.: 5

EXHIBIT B

LIGHTING PLANS

Lighting Plans prepared by Juan S. Calderon, P.E., dated January 1st, 2023, as approved by the
DEPARTMENT.

LIGHTING PLANS (attached)

Sheets Included:

| PDF Page Number (#) | Plan Sheet (#) | Sheet(s) Description |
|---------------------|----------------|--------------------------------|
| 14 | L-1 | KEY SHEET |
| 15 | L-2 | LIGHTING DATA TABLE AND LEGEND |
| 16-20 | L-3 thru L-7 | LIGHTING PLAN |
| 21 | L-8 | SPECIAL DETAILS |
| 22 | L-9 | SERVICE POINT DETAILS |

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STATE OF FLORIDA
DEPARTMENT OF TRANSPORTATION

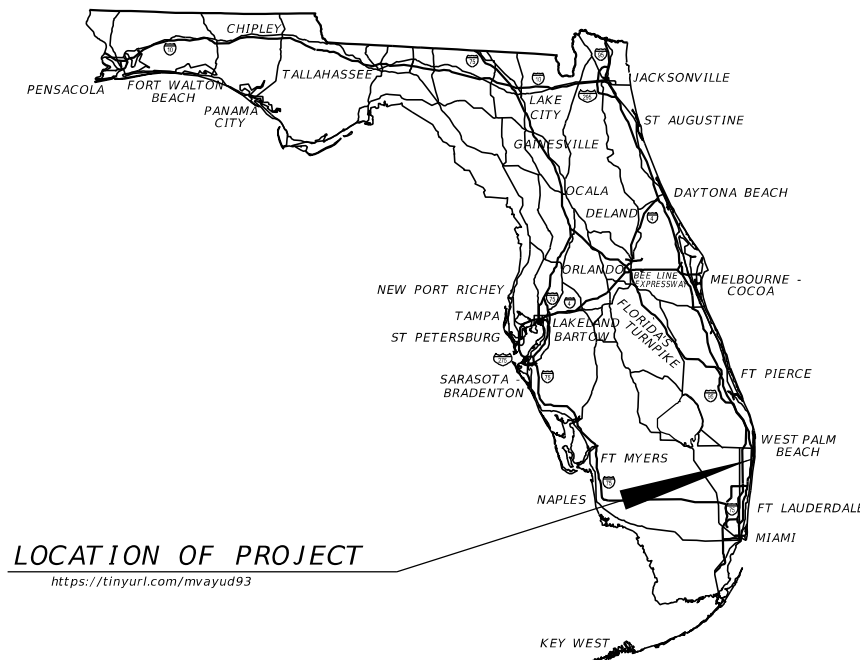
CONTRACT PLANS

FINANCIAL PROJECT ID 446173-1-52-01

PALM BEACH PALM BEACH COUNTY (93020000)

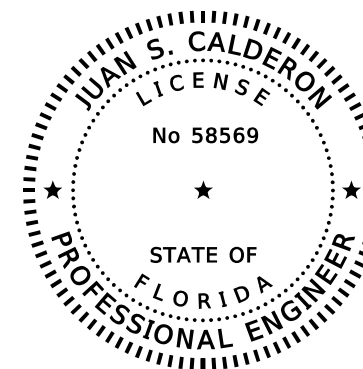
STATE ROAD NO.5 (N FEDERAL HWY) SR 5
FROM SOUTH OF 10TH AVE SOUTH TO 6TH AVE NORTH

LIGHTING PLANS



INDEX OF LIGHTING PLANS

| SHEET NO. | SHEET DESCRIPTION |
|-----------|--------------------------------|
| L-1 | KEY SHEET |
| L-2 | LIGHTING DATA TABLE AND LEGEND |
| L-3 - L-7 | LIGHTING PLANS |
| L-8 | SPECIAL DETAILS |
| L-9 | SERVICE POINT DETAILS |



THIS ITEM HAS BEEN DIGITALLY
SIGNED AND SEALED BY:

ON THE DATE ADJACENT TO THE SEAL

PRINTED COPIES OF THIS DOCUMENT ARE
NOT CONSIDERED SIGNED AND SEALED.
AND THE SIGNATURE MUST BE VERIFIED
ON THE ELECTRONIC COPIES.

LIGHTING PLANS
ENGINEER OF RECORD:

JUAN S. CALDERON, P.E., PTOE. NO.: 58569
CALTRAN ENGINEERING GROUP, INC.
790 NW 107 AVENUE, SUITE 200
MIAMI, FL 33172
(786) 456-7700
CONTRACT NO.: CA739
VENDOR NO.: 27-4564005

FDOT PROJECT MANAGER:
LESLIE WETHERELL, P.E.

| CONSTRUCTION CONTRACT NO. | FISCAL YEAR | SHEET NO. |
|------------------------------|----------------|--------------|
| T0000 | 24 | L-1 |

LIGHTING DATA TABLE

SIGNALIZED - UNSIGNALIZED AND AND RETROFIT DESIGN CRITERIA

| POLE NO. | CIRCUIT | STATION | OFFSET | SIDE | DIST. OR ARM | LUMINAIRE WATTAGE | MOUNTING HEIGHT | NUMBER OF LUMINAIRES | ARM CONFIGURATION | FOUNDATION | POLE DETAILS | PAY ITEM |
|----------|-------------|-----------|--------|------|--------------|-------------------|-----------------|----------------------|-------------------|------------|--------------|-------------|
| 1 | EXIST. B-I | 72+71.24 | 33.33 | LT | -- | 80 | 16 | 1 | POST TOP | SPECIAL | CONCRETE | 715-511-315 |
| 2 | EXIST. B-I | 72+71.51 | 42.57 | RT | -- | 80 | 16 | 1 | POST TOP | SPECIAL | CONCRETE | 715-511-315 |
| 3 | EXIST. B-II | 81+13.27 | 48.76 | LT | -- | 80 | 16 | 1 | POST TOP | SPECIAL | CONCRETE | 715-511-315 |
| 4 | EXIST. B-II | 81+50.76 | 44.46 | RT | -- | 80 | 16 | 1 | POST TOP | SPECIAL | CONCRETE | 715-511-315 |
| 5 | EXIST. C-II | 114+49.92 | 24.29 | RT | -- | 80 | 16 | 1 | POST TOP | EXIST. | RETROFIT | 715-11-213 |
| 6 | EXIST. C-I | 114+87.31 | 26.24 | LT | -- | 80 | 16 | 1 | POST TOP | EXIST. | RETROFIT | 715-11-213 |
| 7 | EXIST. C-I | 114+97.71 | 42.94 | RT | -- | 80 | 16 | 1 | POST TOP | SPECIAL | CONCRETE | 715-511-315 |
| 8 | EXIST. C-I | 115+34.65 | 55.56 | LT | -- | 80 | 16 | 1 | POST TOP | SPECIAL | CONCRETE | 715-511-315 |
| 9 | EXIST. D-1 | 115+49.29 | 26.80 | LT | 3 | 80 | 20 | 1 | PENDANT | EXIST. | RETROFIT | 715-11-216 |
| 10 | EXIST. D-1 | 119+05.52 | 24.13 | LT | 3 | 80 | 20 | 1 | PENDANT | EXIST. | RETROFIT | 715-11-216 |
| 11 | EXIST. D-1 | 119+37.38 | 52.93 | LT | -- | 80 | 16 | 1 | POST TOP | SPECIAL | CONCRETE | 715-511-315 |
| 12 | EXIST. D-1 | 119+75.48 | 50.28 | RT | -- | 80 | 16 | 1 | POST TOP | SPECIAL | CONCRETE | 715-511-315 |
| 13 | EXIST. D-1 | 119+94.03 | 23.87 | LT | 3 | 80 | 20 | 1 | PENDANT | EXIST. | RETROFIT | 715-11-216 |
| 14 | EXIST. D-1 | 123+77.77 | 40.10 | RT | -- | 80 | 16 | 1 | POST TOP | SPECIAL | CONCRETE | 715-511-315 |
| 15 | EXIST. D-1 | 124+15.48 | 40.48 | LT | -- | 80 | 16 | 1 | POST TOP | SPECIAL | CONCRETE | 715-511-315 |
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AVERAGE INITIAL INTENSITY (H.F.C.) 1.5 (STD.)
1.0 MIN.

AVERAGE INITIAL INTENSITY IN CROSSWALK FOR THRU APPROACH MOVEMENT (V.F.C) 1.5 (STD.)
1.0 (MIN.)

ILLUMINATION UNIFORMITY RATIOS-
AVG./MIN. 4:1 Or Less
MAX./MIN. 10:1 Or Less

WIND SPEED: 170 MPH

LEGEND

SYMBOLS

DESCRIPTION

- ⊕ PROPOSED 80 WATT LIGHTING POST TOP MOUNTED LED LUMINAIRE WITH TYPE IV SHORT IES DISTRIBUTION. USE SESCO LIGHTING METROSCAPE LED POST-TOP LUMINAIRE FIXTURE MPTR-80W48LED3K-G3-LE45-UNV-DMG-MA2-PH9-RCD7-GN4TX, MAXIMUM CANDELA= 4466.39 AT 45 H 67V, DESIGNED FOR 8299 INITIAL LUMENS. 240V, 7-PIN RECEPTACLE FOR PHOTOELECTRIC CELL. ALSO, USE AMERON DECORATIVE STREET LIGHTING POLE (VEF06.ISPL), AS APPROVED BY THE CITY OF LAKE WORTH BEACH.
- ⊕ EXISTING POST TOP MOUNTED TO BE RETROFITTED WITH 80W LED LUMINAIRE WITH TYPE IV SHORT IES DISTRIBUTION. USE SESCO LIGHTING METROSCAPE LED POST TOP LUMINAIRE FIXTURE MPTR-80W48LED3K-G3-LE25-UNV-DMG-MA2-PH9-RCD7-GN4TX, MAXIMUM CANDELA= 5352.09 AT 67.5 H 66V, DESIGNED FOR 8299 INITIAL LUMENS. 240V, 7-PIN RECEPTACLE FOR PHOTOELECTRIC CELL. AS APPROVED BY THE CITY OF LAKE WORTH BEACH.
- ⊕ EXISTING POST TOP MOUNTED TO BE RETROFITTED WITH 80W LED LUMINAIRE WITH TYPE IV SHORT IES DISTRIBUTION. USE SESCO LIGHTING METROSCAPE LED POST-TOP LUMINAIRE FIXTURE MPTR-80W48LED3K-G3-LE45-UNV-DMG-MA2-PH9-RCD7-GN4TX, MAXIMUM CANDELA= 4466.39 AT 45 H 67V, DESIGNED FOR 8299 INITIAL LUMENS. 240V, 7-PIN RECEPTACLE FOR PHOTOELECTRIC CELL. AS APPROVED BY THE CITY OF LAKE WORTH BEACH.
- ⊕ EXISTING PENDANT MOUNTED TO BE RETROFITTED WITH 80W LED LUMINAIRE (PENDANT) WITH TYPE IV SHORT IES DISTRIBUTION. USE SESCO LIGHTING METROSCAPE LED PENDANT LUMINAIRE FIXTURE MSR-80W48LED3K-G3-LE45-UNV-DMG-MA2-PH9-RCD7-GN4TX, MAXIMUM CANDELA= 4389.19 AT 45 H 70V, DESIGNED FOR 8152 INITIAL LUMENS. 240V, 7-PIN RECEPTACLE FOR PHOTOELECTRIC CELL. AS APPROVED BY THE CITY OF LAKE WORTH BEACH.
- ⊕ EXISTING LIGHTING POLE AND LUMINAIRE (POST TOP MOUNT) TO REMAIN.
- ⊕ EXISTING LIGHTING POLE AND LUMINAIRE (PENDANT) TO REMAIN.
- ⊕ 2" HIGH DENSITY POLYETHYLENE (HDPE) CONDUIT DIRECTIONAL BORE. PROPOSED CONDUCTORS INSIDE CONDUIT TO BE RHW-2/RHH/XLP ONE BLACK INSULATION AND ONE WHITE INSULATION. RUN 1#6 GROUNDING CONDUCTOR WITH RHW-2 GREEN INSULATION INSIDE OF CONDUIT WITH OTHER CONDUCTORS.
- PROPOSED LIGHTING PULL BOX.
- EXISTING PULL BOX.
- EXISTING SERVICE POINT.

NOTES:

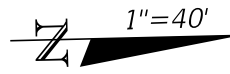
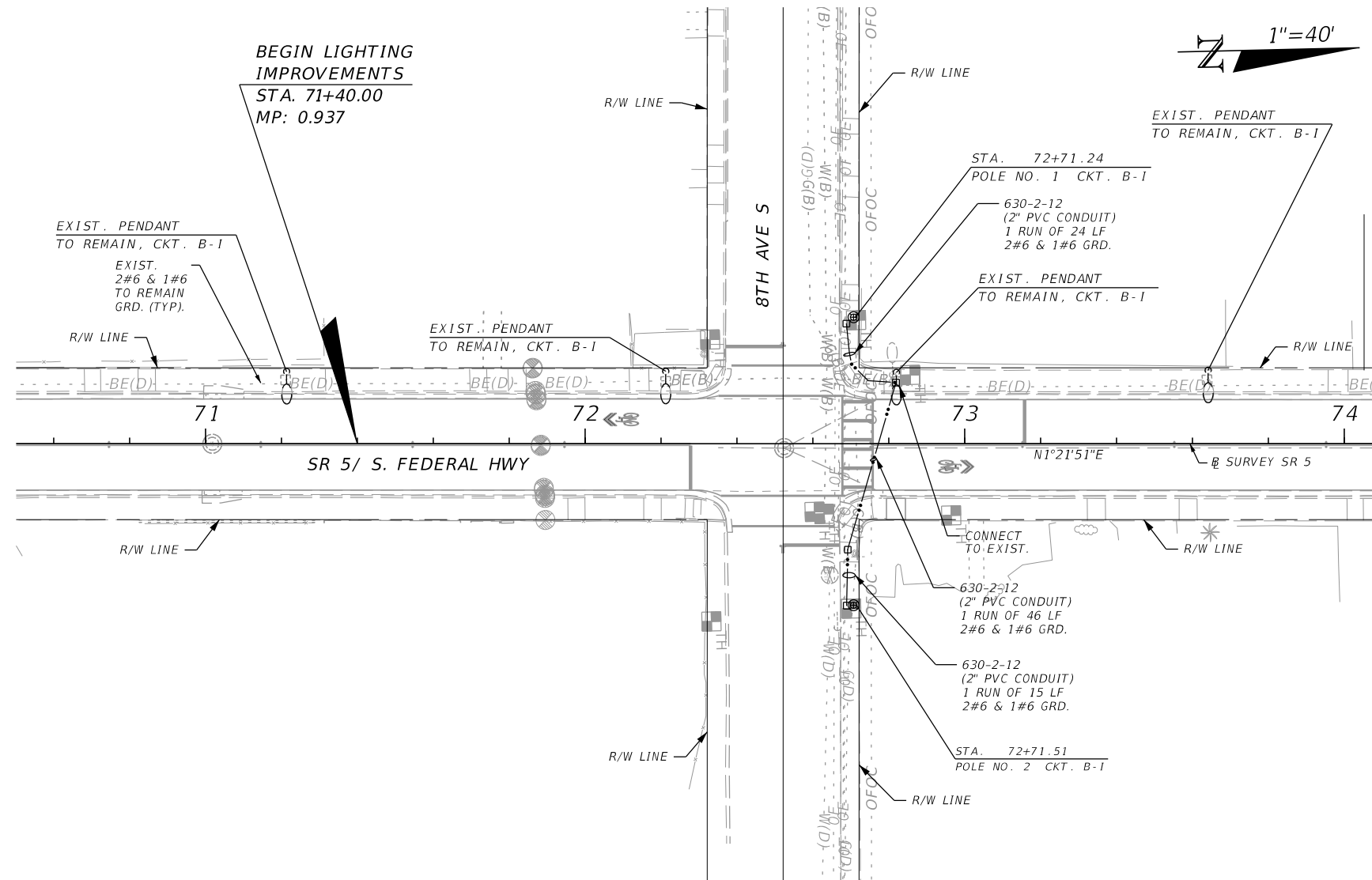
1. REFER TO ROADWAY COMPONENT SET FOR GENERAL NOTES.
2. THE MAINTAINING AGENCY IS LAKE WORTH BEACH ELECTRIC UTILITIES.
3. THE CONTRACTOR TO UTILIZE EQUIPMENT CAPABLE OF CONSTRUCTING THE AUGER AND INSTALLING THE LIGHTING POLES UNDER THE POWER/UTILITY LINES.

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| REVISIONS | | | | ENGINEER OF RECORD | | STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION | | | LIGHTING DATA TABLE AND LEGEND | SHEET NO. |
|-----------|-------------|------|-------------|---|--|--|------------|----------------------|-----------------------------------|--------------|
| DATE | DESCRIPTION | DATE | DESCRIPTION | JUAN S. CALDERON, P.E. LICENSE NUMBER 58569 CALTRAN ENGINEERING GROUP 790 NW 107 AVE, SUITE 200 MIAMI, FLORIDA, 33172 | | ROAD NO. | COUNTY | FINANCIAL PROJECT ID | | |
| | | | | 15 | | SR 5 | PALM BEACH | 446173-1-52-01 | | L-2 |

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ENGINEER OF RECORD
 JUAN S. CALDERON, P.E.
 LICENSE NUMBER 58569
 CALTRAN ENGINEERING GROUP
 790 NW 107 AVE, SUITE 200
 MIAMI, FLORIDA, 33172

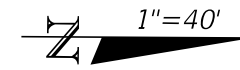
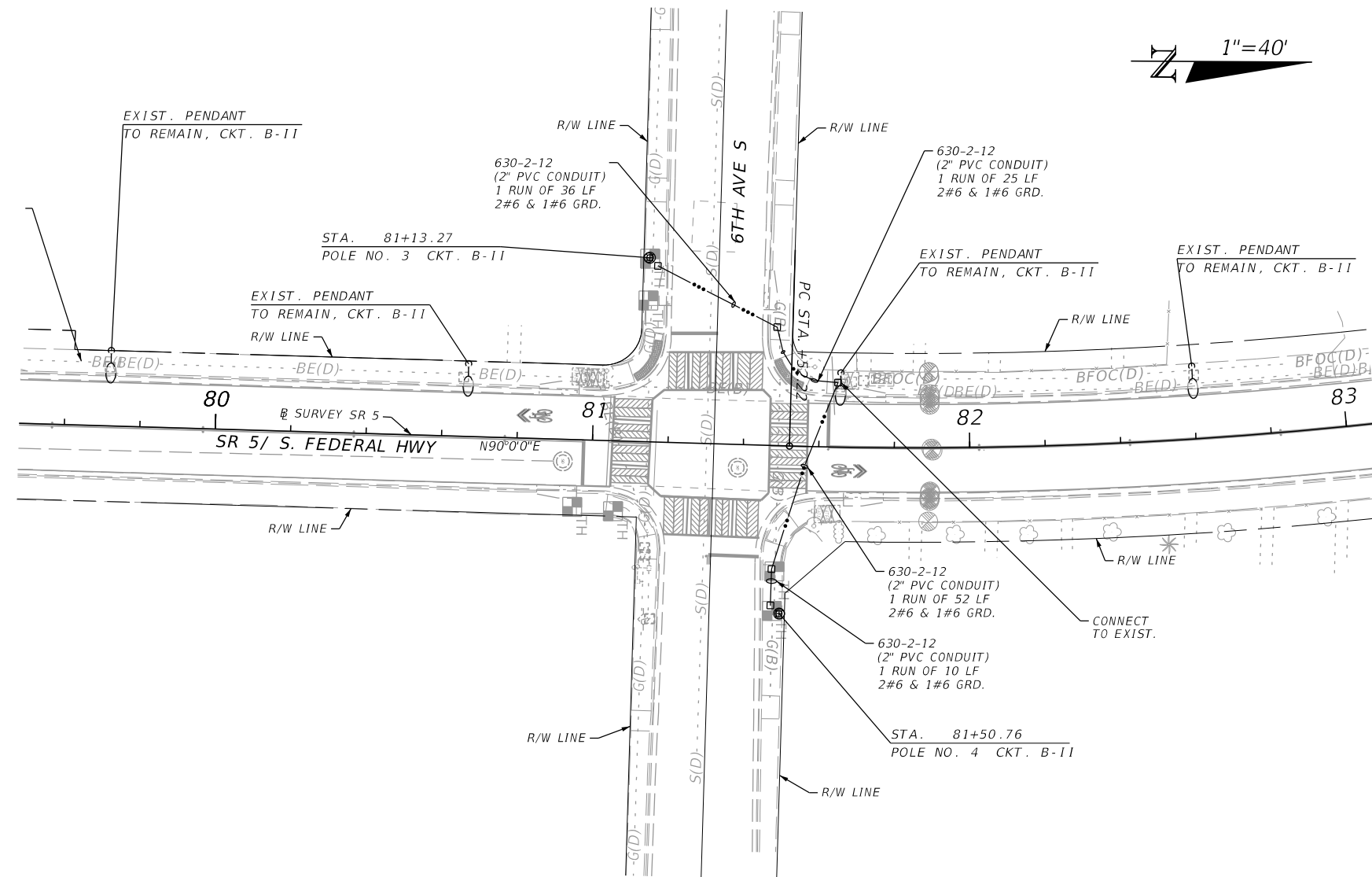
| STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION | | |
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| ROAD NO. | COUNTY | FINANCIAL PROJECT ID |
| SR 5 | PALM BEACH | 446173-1-52-01 |

LIGHTING PLANS

SHEET NO.
 L-3

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ENGINEER OF RECORD
 JUAN S. CALDERON, P.E.
 LICENSE NUMBER 58569
 CALTRAN ENGINEERING GROUP
 790 NW 107 AVE, SUITE 200
 MIAMI, FLORIDA, 33172

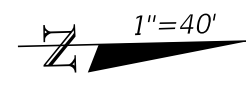
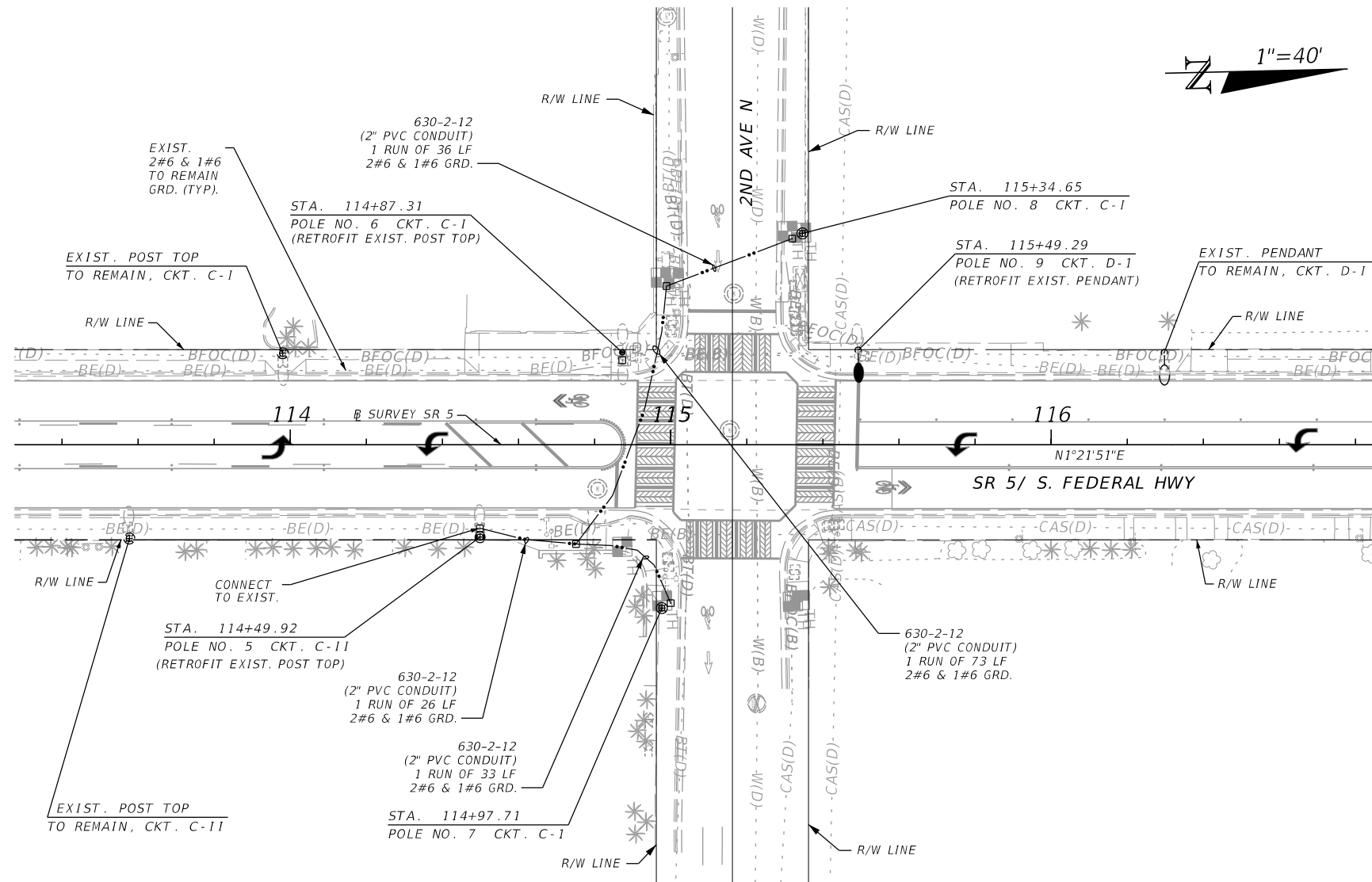
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| ROAD NO. | COUNTY | FINANCIAL PROJECT ID |
| SR 5 | PALM BEACH | 446173-1-52-01 |

LIGHTING PLANS

SHEET NO.
 L-4

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ENGINEER OF RECORD
 JUAN S. CALDERON, P.E.
 LICENSE NUMBER 58569
 CALTRAN ENGINEERING GROUP
 790 NW 107 AVE, SUITE 200
 MIAMI, FLORIDA, 33172

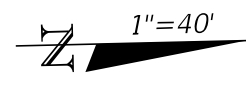
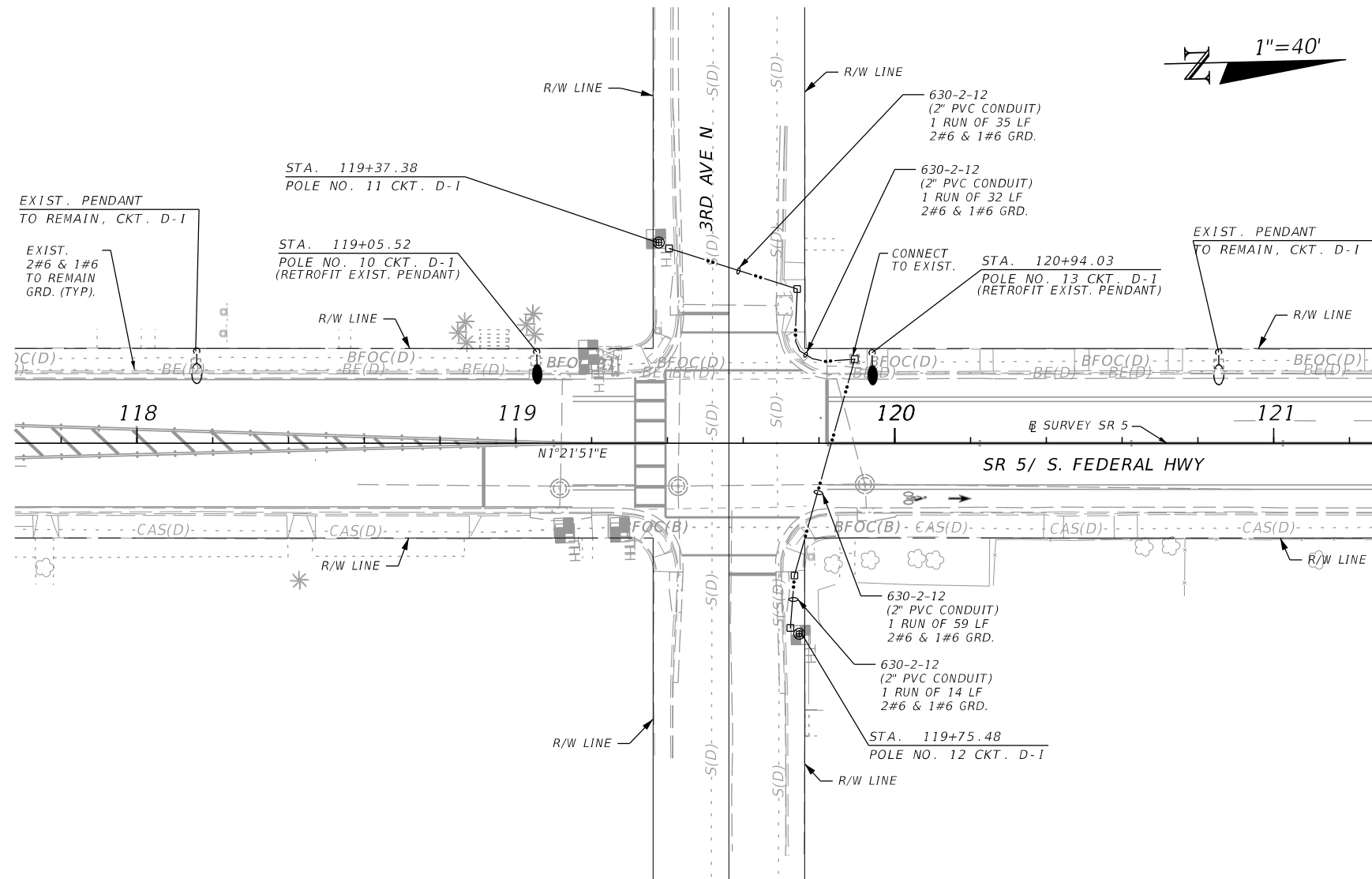
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|--|------------|----------------------|
| ROAD NO. | COUNTY | FINANCIAL PROJECT ID |
| SR 5 | PALM BEACH | 446173-1-52-01 |

LIGHTING PLANS

SHEET NO.
 L-5

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ENGINEER OF RECORD
 JUAN S. CALDERON, P.E.
 LICENSE NUMBER 58569
 CALTRAN ENGINEERING GROUP
 790 NW 107 AVE, SUITE 200
 MIAMI, FLORIDA, 33172

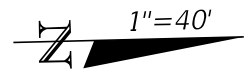
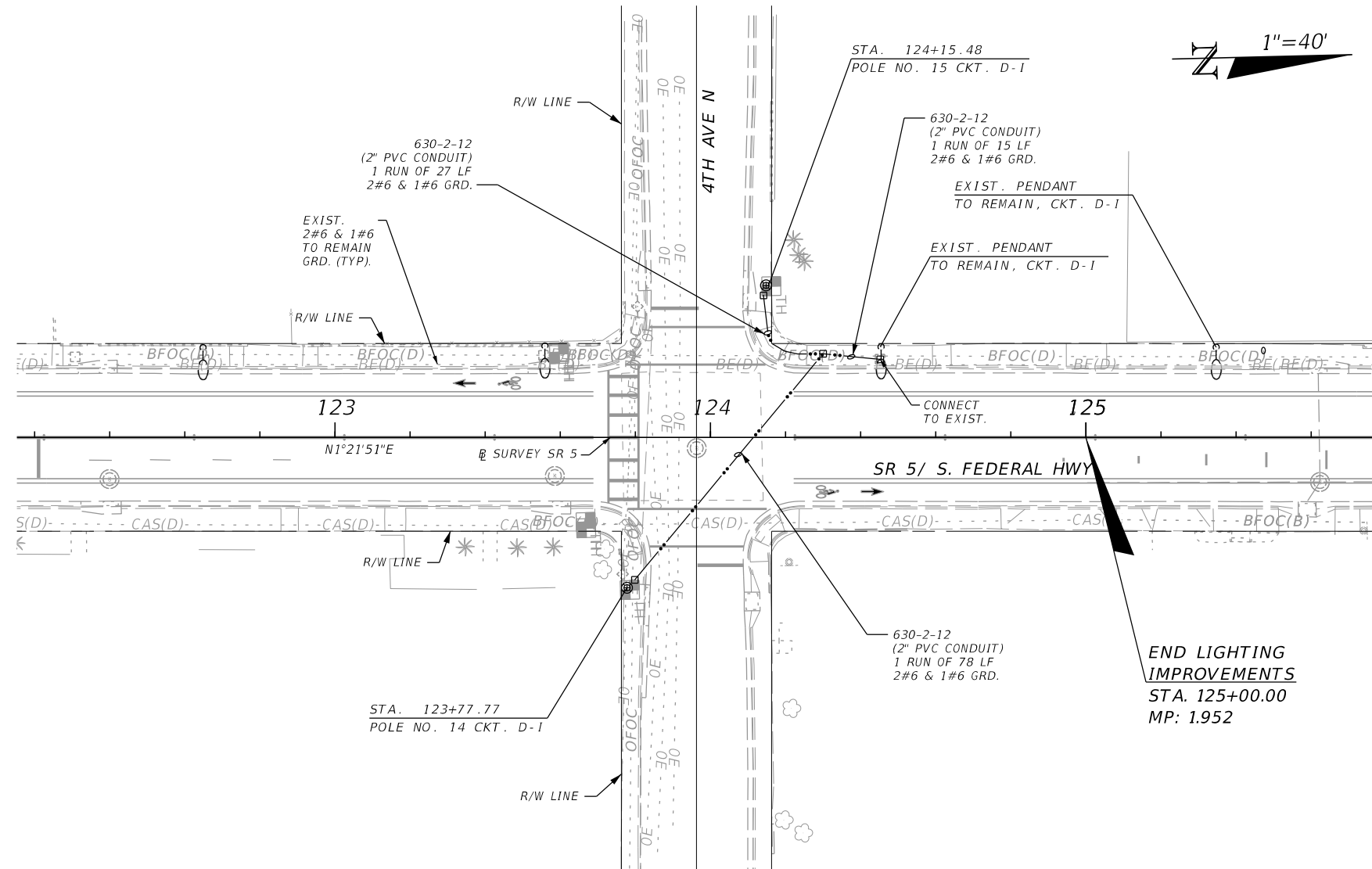
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| STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION | | |
| ROAD NO. | COUNTY | FINANCIAL PROJECT ID |
| SR 5 | PALM BEACH | 446173-1-52-01 |

LIGHTING PLANS

SHEET NO.
 L-6

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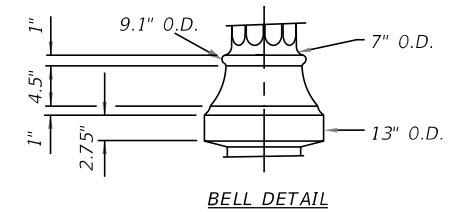
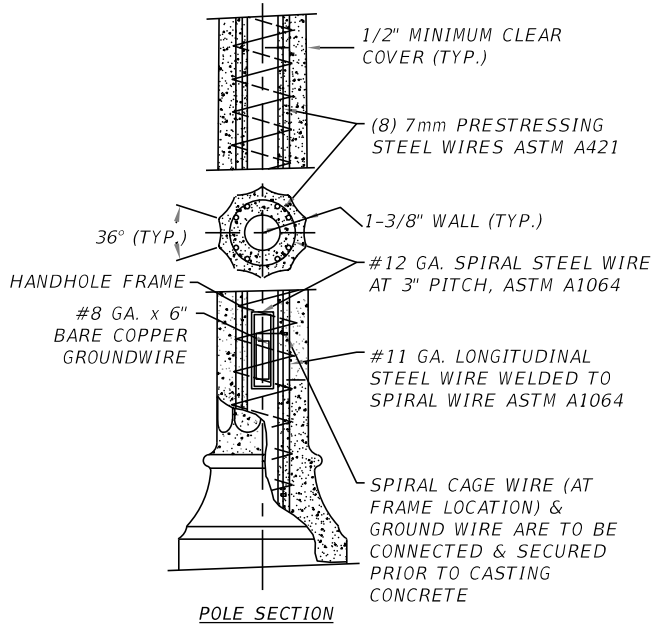
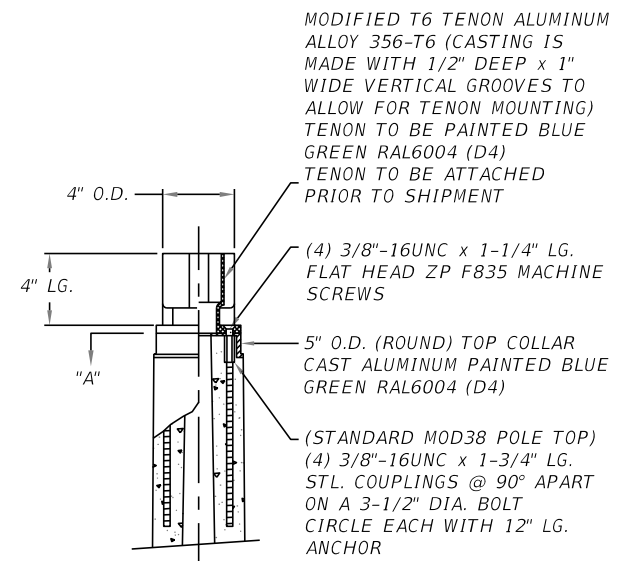
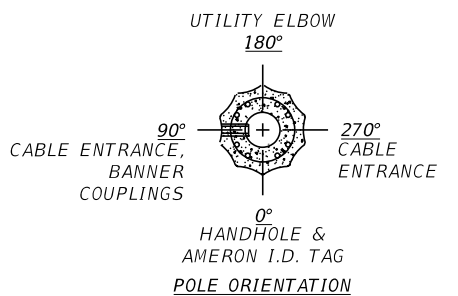
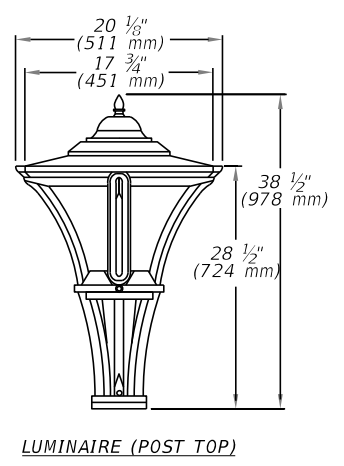
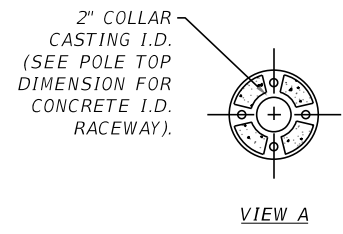
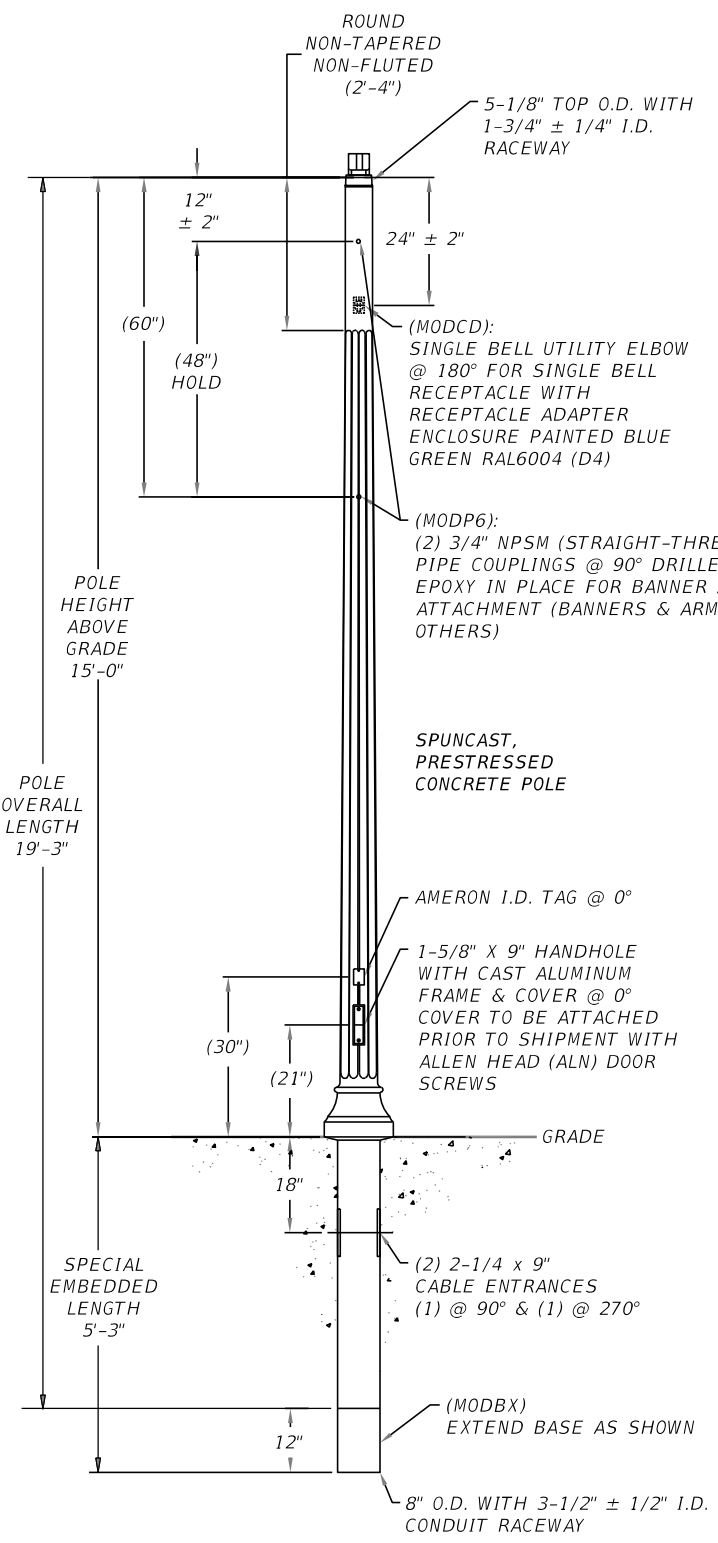


| REVISIONS | | | | ENGINEER OF RECORD | | STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION | | | SHEET NO. |
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| DATE | DESCRIPTION | DATE | DESCRIPTION | JUAN S. CALDERON, P.E. LICENSE NUMBER: 58569 CALTRAN ENGINEERING GROUP 790 NW 107 AVE., SUITE 200 MIAMI, FL 33172 | | ROAD NO. | COUNTY | FINANCIAL PROJECT ID | |
| | | | | | | 20 | | SR 5 | PALM BEACH |

LIGHTING PLANS

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TRADITIONAL VICTORIAN II EMBEDDED FLUTED POLE

| POLE DESIGNATION | POLE HEIGHT ABOVE GRADE | SPECIAL EMBEDDED DEPTH | OVERALL POLE LENGTH | BELL DIA | ULTIMATE GROUND LINE MOMENT (ft.-lbs.) | POLE WEIGHT (lbs.) |
|------------------|-------------------------|------------------------|---------------------|----------|--|--------------------|
| VEF04.6SPL | 15'-0" | 5'-3" | 20'-3" | 13" | 15,000 | 755 |

| "F" LEVEL POLE CONFIG CODES | | |
|-----------------------------|--------|-------|
| OPTION CLASS | ENTRY | INFO. |
| COATING | A | |
| HH COVER | 66521E | |
| DRILL-IN MOD | MODP6 | |

| "P" LEVEL POLE CONFIG CODES | | |
|-----------------------------|----------|--------|
| OPTION CLASS | ENTRY | INFO. |
| MIX | 41 | |
| FINISH | 3 | |
| COLLAR | 65825ED4 | ROUND |
| POLE TOP CONFIG. | MOD38 | |
| ELEC. ACC. | MODCD | |
| SPL. POLE LG. | MODBX | |
| STRUCT. MOD. | MODDCI | NOTE 8 |

| QTY | SHIPPING ASSEMBLY 2301-021 BILL OF MATERIAL |
|-----|--|
| 1 | VEF04.6*413A-9 |
| 1 | 40100EM4D4A - MOD. CAST ALUMINUM T6 TENON ASSEMBLY, 4" O.D. x 4" LG. (D4). |
| 1 | 45133ED4A - SINGLE BELL RECEPTACLE ASSEMBLY (D4). |

- NOTES:
- MIX (413A): GREEN NATURAL, EXPOSED AGGREGATE FINISH, WITH ARCHITECTURAL GLOSS ACRYLIC COATING.
 - ASTM C-150 TYPE III GRAY CEMENT.
 - f'c @ 28 DAYS = 7,000 PSI, USING SPUN CYLINDER TEST.
 - f'c @ 28 DAYS = 5,000 PSI, USING ASTM C-31 CYLINDER TEST.
 - POLES MANUFACTURED PER ASTM C-1089-13 SPECIFICATIONS.
 - PROTECTIVE COAT EXPOSED P.C. WIRES AT POLE ENDS.
 - POLE IS FULLY PRESTRESSED WITH (8) 7mm ASTM A421 STEEL WIRES.
 - MODDCI: CORROSION INHIBITOR MIX MODIFICATION.
 - THE POLE (& IMPLIED TENON TOP ASSEMBLY) DEPICTED ON THIS DRAWING IS DESIGNED TO WITHSTAND THE LOADS IMPARTED BY A SINGLE POST TOP FIXTURE (NOT TO EXCEED, 2.5 SQ FT EPA, 50 LBS) AS DESIGNED PER 2015 AASHTO LTS-1 USING 160 MPH WIND ZONE (3-SECOND GUSTS), CATEGORY II, NON-BUILDING STRUCTURE, EXPOSURE C, SURFACE ROUGHNESS C, SITE CLASS D, NO HILL NOR ESCARPMENT. THE POLE IS ALSO DESIGNED TO WITHSTAND (1) POST TOP FIXTURE & (1) 24" x 48" BANNER (NOT TO EXCEED 9.2 SQ. FT. EPA, 15 LBS) CENTERED NO HIGHER THAN 12'-0" ABOVE GRADE AS DESIGNED PER 2015 AASHTO LTS-1 USING A 120 MPH WIND ZONE (3-SECOND GUSTS), CATEGORY II, NON-BUILDING STRUCTURE, EXPOSURE C, SURFACE ROUGHNESS C, SITE CLASS D, NO HILL NOR ESCARPMENT. PLEASE CONTACT & ADVISE MANUFACTURER IF INTENDED LOADING EXCEEDS THESE VALUES.
 - MANUFACTURER SUGGESTS PLACING ALL BANNER PIECES OUT OF REACH OF PEDESTRIAN TO MINIMIZE LIKELIHOOD OF VANDALISM.
 - CONTRACTOR TO SUPPLY SIGNED AND SEALED WINDLOAD & EMBEDMENT CALCULATIONS THAT MEET OR EXCEED THE RECOMMENDATION.
 - THE RECOMMENDED AUGER HOLE DIAMETER IS 18".

| MATERIAL LIST | | | | |
|---------------|-------------|-------------------|-----|-------|
| QTY | PART NUMBER | DESCRIPTION | ORG | NOTES |
| 1 | 2301-021 | SHIPPING ASSEMBLY | ANN | |

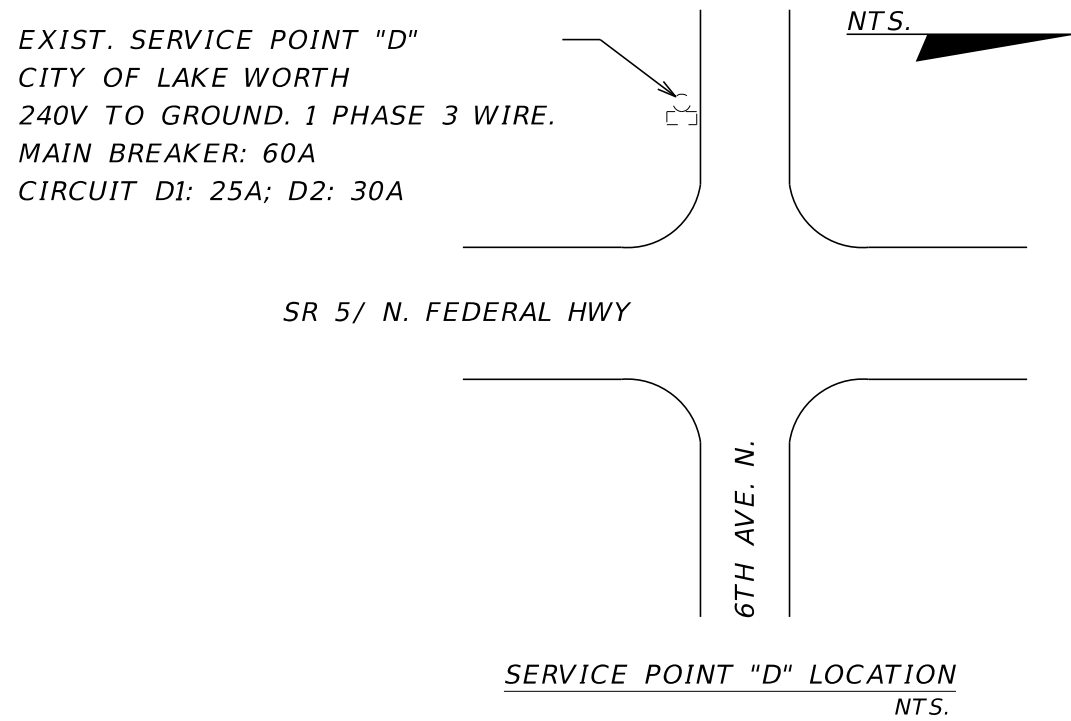
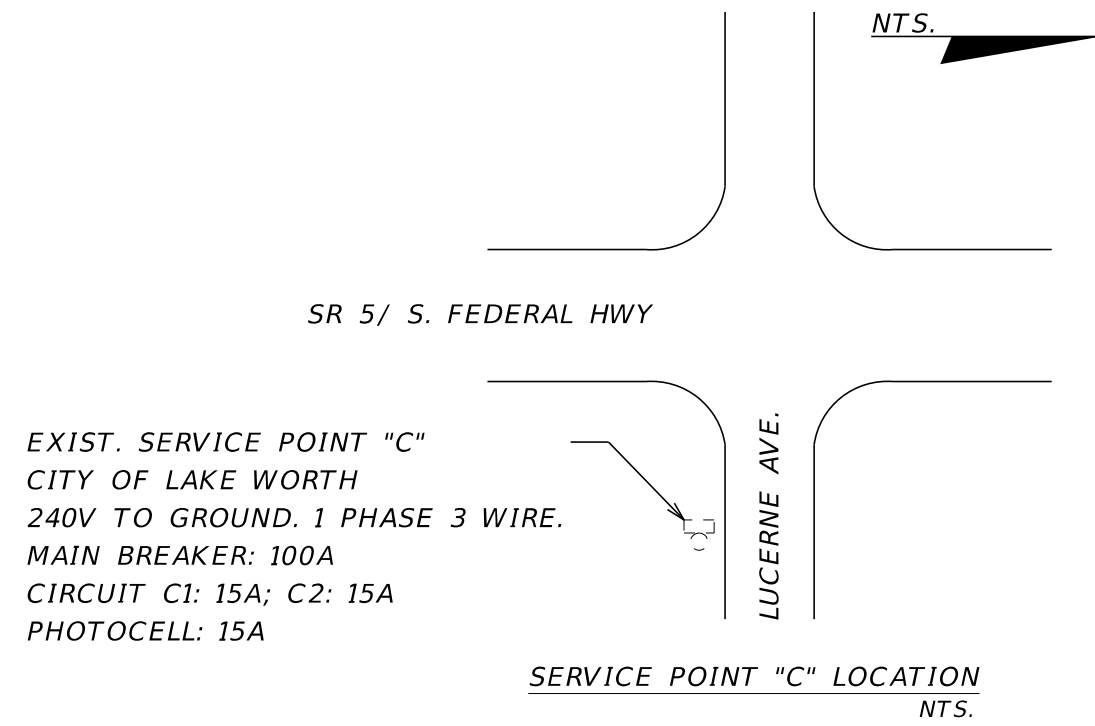
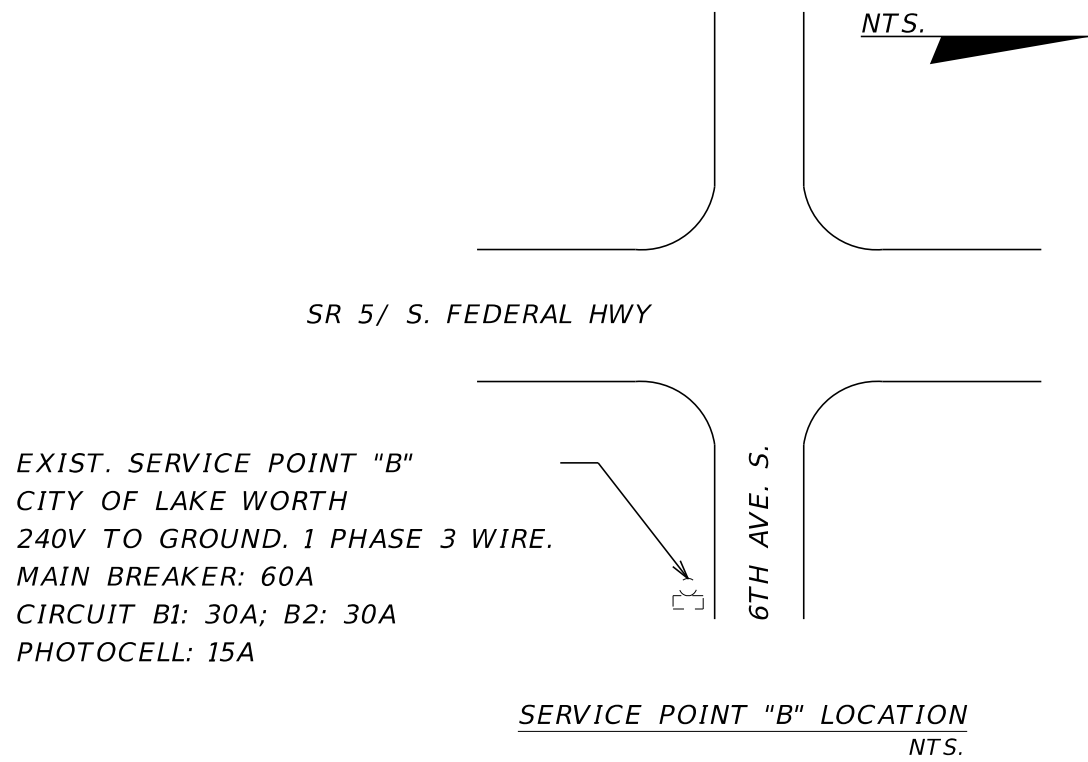
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| REVISIONS | | | | ENGINEER OF RECORD | STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION | | | SHEET NO. |
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| DATE | DESCRIPTION | DATE | DESCRIPTION | | ROAD NO. | COUNTY | FINANCIAL PROJECT ID | |
| | | | | JUAN S. CALDERON, P.E. LICENSE NUMBER 58569 CALTRAN ENGINEERING GROUP 790 NW 107 AVE, SUITE 200 MIAMI, FLORIDA, 33172 | SR 5 | PALM BEACH | 446173-1-52-01 | L-8 |

SPECIAL DETAILS

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SERVICE POINT DETAILS

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SECTION NO.: 93020000
FM No.(s): 446173-1-52-01
COUNTY: Palm Beach
County
S.R. No.: 5

EXHIBIT C

MAINTENANCE PLAN REQUIREMENTS

In reference to Maintenance to be performed under this **AGREEMENT**, the **AGENCY** shall submit to the **DEPARTMENT** a maintenance plan detailing the means and methods for accomplishing any maintenance or repairs to the **IMPROVEMENTS** in accordance with all **DEPARTMENT** Standards, Procedures and Specifications. This plan shall be submitted and approved by the **DEPARTMENT** prior to commencing any maintenance or repair activities. The **AGENCY** shall comply with the **DEPARTMENT's** applicable Maintenance Rating Program Standards. The plan should at minimum detail how the **AGENCY** will address the following:

1. Providing for continuous traffic control and necessary traffic control devices as required for the safe movement of traffic of vehicular and pedestrian traffic past the location of the structure being repaired for the duration of the repair in accordance with **DEPARTMENT** Standards, Procedures and Specifications.
2. Protection of adjacent surrounding property, real estate, vehicles, pedestrians, attachments to the light poles, or other assets during the preparation and recoating of surfaces.
3. Containment of debris or materials used in or resulting from the repair.

After the maintenance plan is approved, the **AGENCY** shall submit a work plan to the **DEPARTMENT** for approval prior to each repair to be performed detailing:

1. The proposed date of the repair
2. The location of the repair
3. The nature of the repair
4. The materials to be used for the repair
5. The methods to be used for the repair

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION LOCALLY FUNDED AGREEMENT

This Locally Funded Agreement (“Agreement”), entered into this day _____ by and between the State of Florida Department of Transportation hereinafter called the DEPARTMENT, and the City of Lake Worth Beach, located at 7 North Dixie Highway, Lake Worth, Florida, 33460, hereinafter called the PARTICIPANT.

WITNESSETH

WHEREAS, the DEPARTMENT and the PARTICIPANT are desirous of having the DEPARTMENT make certain improvements in connection with the DEPARTMENT’S construction work along SR-5/US-1 FROM 10th Ave South TO 6th Ave North, in the City of Lake Worth Beach, Florida. (Financial Management (FM) Number 446173-1-52-01, Funded in Fiscal Year 2024); and

WHEREAS, the PARTICIPANT has requested that the DEPARTMENT perform the following additional work (FM Number 446173-1-52-01). The funds will be utilized for decorative lighting as set forth in **Exhibit A**, which is attached hereto and made a part hereof and hereinafter referred to as **the Project**; and

WHEREAS, the Project is in the interest of both the PARTICIPANT and the DEPARTMENT and it would be more practical, expeditious, and economical for the DEPARTMENT to perform such activities; and

WHEREAS, the PARTICIPANT by Resolution No. _____ adopted on _____, a copy of which is attached hereto and made a part hereof, authorizes the proper officials to enter into this Agreement.

NOW, THEREFORE, in consideration of the mutual benefits to be derived from joint participation on the Project, the parties agree to the following:

1. The recitals set forth above are true and correct and are deemed incorporated herein.
2. The DEPARTMENT shall be responsible for assuring that the Project complies with all applicable Federal, State and Local laws, rules, regulations, guidelines, and standards.
3. The PARTICIPANT agrees to make all previous studies, maps, drawings, surveys and other data and information pertaining to the Project available to the DEPARTMENT at no extra cost.
4. The DEPARTMENT shall have the sole responsibility for resolving claims and requests for additional work for the Project. The DEPARTMENT will make reasonable efforts to obtain the PARTICIPANT’S input in its decisions.
5. The total cost of the DEPARTMENT’S construction work, which includes the Project, is estimated to be ONE MILLION THREE HUNDRED SIXTY-SIX THOUSAND SEVEN HUNDRED NINETY-THREE DOLLARS AND NO CENTS (\$1,366,793.00).

The PARTICIPANT shall remit to the DEPARTMENT a Lump Sum payment in the amount of FORTY-EIGHT THOUSAND DOLLARS AND NO CENTS (\$48,000.00) for the Project. The PARTICIPANT'S payment is non-refundable. In the event the actual cost of the Project is less than the PARTICIPANT'S payment, the difference shall be retained by the DEPARTMENT to cover costs associated with the Project. In the event the actual cost of the Project, without modifications, results in a sum greater than that paid by the PARTICIPANT, then any additional cost shall be the sole responsibility of the DEPARTMENT.

- A. The PARTICIPANT agrees that it will, at least fourteen (14) calendar days prior to the DEPARTMENT'S advertising the Project for bid, furnish the DEPARTMENT an advance deposit in the amount of FORTY-EIGHT THOUSAND DOLLARS AND NO CENTS (\$48,000.00) for full payment of the estimated project cost for Locally Funded project number 446173-1-52-01. The advance deposit shall be the total estimated project cost of FORTY-EIGHT THOUSAND DOLLARS AND NO CENTS (\$48,000.00). The DEPARTMENT may utilize this deposit for payment of the costs of the Project.

In the event payment is not received by the DEPARTMENT at least fourteen (14) calendar days prior to the DEPARTMENT'S advertising the Project for bid, the DEPARTMENT reserves the right to terminate this Agreement and remove the Project from the DEPARTMENT's Work Program.

- B. The payment of funds under this Locally Funded Agreement will be made directly to the DEPARTMENT for deposit. If submitting a check, it should be mailed to:

Florida Department of Transportation
OOC-GAO, LFA Section
605 Suwannee Street, MS 42B
Tallahassee, Florida 32399

- C. Remittance shall be made payable to the Department of Financial Services, Revenue Processing. Payment shall be clearly marked to indicate that it is to be applied to FM No. 446173-1-52-01. The DEPARTMENT shall utilize this amount towards costs of Project No. 446173-1-52-01.

In lieu of mailing payment to the DEPARTMENT, the PARTICIPANT may submit the payment for the Project via wire transfer.

Wire transfer/Payments are to be made to:
Wells Fargo Bank, N.A.
Account #4834783896
ABA # 121000248
State of Florida Department of Financial Services

Bureau of Collateral Management
Re: DOT – K 11-78, Financial project # 446173-1-52-01

For the DEPARTMENT to receive credit for the funds due to the DEPARTMENT, the reference line must contain "FDOT" and an abbreviated purpose, financial project number or LFA account number.

Once the wire transfer is complete, the PARTICIPANT shall contact Jennifer Bennett at 850-414-4861. In addition to calling Ms. Bennett, the PARTICIPANT shall send an email notification to D4-LFA@dot.state.fl.us stating the day and time the wire transfer was sent.

6. Upon completion of the Project, the PARTICIPANT shall comply with the provisions set forth in the Lighting Maintenance Memorandum of Agreement (LMMOA), which is attached hereto and made a part hereof as **Exhibit B**. The PARTICIPANT shall agree to maintain the Project in accordance with the terms of **Exhibit B**. The terms of this paragraph shall survive the termination of this Agreement.
7. In the event it becomes necessary for either party to institute suit for the enforcement of the provisions of this Agreement, each party shall be responsible to pay their own attorney fees and court costs. Venue with respect to any such litigation shall be in Broward County.
8. This Agreement and any interest herein shall not be assigned, transferred or otherwise encumbered by the PARTICIPANT under any circumstances without the prior written consent of the DEPARTMENT. However, this Agreement shall run to the DEPARTMENT and its successors.
9. Except as otherwise set forth herein, this Agreement shall continue in effect and be binding to both the PARTICIPANT and the DEPARTMENT until the Project (FM# 446173-1-52-01) is completed as evidenced by the written acceptance of the DEPARTMENT.
10. The PARTICIPANT warrants that it has not employed or obtained any company or person, other than bona fide employees of the PARTICIPANT, to solicit or secure this Agreement, and it has not paid or agreed to pay any company, corporation, individual or firm, other than a bona fide employee employed by the PARTICIPANT. For breach or violation of this provision, the DEPARTMENT shall have the right to terminate the Agreement without liability.
11. The PARTICIPANT/ Vendor/ Contractor: (If applicable)
 - (A) shall utilize the U.S. Department of Homeland Security's E-verify system to verify the employment eligibility of all new employees hired by the PARTICIPANT/ Vendor/Contractor during the term of the contract; and
 - (B) shall expressly require any subcontractors performing work or providing services pursuant to the state contract to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees

hired by the subcontractor during the contract term.

12. This Agreement is governed by and construed in accordance with the laws of the State of Florida.
13. This document incorporates and includes all prior negotiations, correspondence, conversations, agreements, or understandings applicable to the matters contained herein, and the parties agree that there are no commitments, agreements or understandings concerning the subject matter of this agreement that are not contained in this document. Accordingly, it is agreed that no deviation from the terms hereof shall be predicated upon any prior representation or agreements whether oral or written. It is further agreed that no modification, amendment, or alteration in the terms and conditions contained herein shall be effective unless contained in a written document executed with the same formality and of equal dignity herewith.
14. Any or all notices (except invoices) given or required under this Agreement shall be in writing and either personally delivered with receipt acknowledged or sent by certified mail, return receipt requested. All notices delivered shall be sent to the following addresses:

If to the DEPARTMENT:

Florida Department of Transportation - District Four
3400 West Commercial Blvd.
Fort Lauderdale, Florida 33309-3421
Attn: Susan Dale.
With a copy to: Leslie Wetherell
A second copy to: Office of the General Counsel

If to the PARTICIPANT:

City of Lake Worth Beach
1749 3rd Avenue S
Lake Worth Beach, Florida, 33460
Attn: Jamie Brown
With a copy to: County Attorney

IN WITNESS WHEREOF, this Agreement is to be executed by the parties below for the purposes specified herein. Authorization has been given to enter into and execute this Agreement by Resolution No. _____, hereto attached.

ATTEST:

CITY OF LAKE WORTH BEACH, FLORIDA

CITY CLERK

MAYOR

APPROVED AS TO FORM & LEGAL SUFFICIENCY:

CITY ATTORNEY

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION

DEPARTMENT ATTEST:

STATE OF FLORIDA
DEPARTMENT OF TRANSPORTATION

BY: _____
EXECUTIVE SECRETARY

BY: _____
STEVEN C. BRAUN, P.E.
DIRECTOR OF TRANSPORTATION DEVELOPMENT

APPROVED:

LEGAL REVIEW:

BY: _____
DISTRICT PROGRAM MANAGEMENT
ADMINISTRATOR

BY: _____
OFFICE OF THE GENERAL COUNSEL

EXHIBIT A
SCOPE OF SERVICES
FM# 446173-1-52-01

The Project consists of:

- Decorative lighting where lighting retrofits/new lighting is proposed

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SECTION NO.: 93020000
FM No.(s): 446173-1-52-01
COUNTY: Palm Beach
County
S.R. No.: 5

**STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION, DISTRICT FOUR (4)
MAINTENANCE MEMORANDUM OF AGREEMENT (MMOA)**

THIS AGREEMENT made and entered into this date _____, by and between the **STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION**, a component agency of the State of Florida, hereinafter called the **DEPARTMENT**, and **CITY OF LAKE WORTH BEACH**, a municipal corporation existing under the Laws of Florida, hereinafter called the **AGENCY**.

WITNESSETH:

WHEREAS, the **DEPARTMENT** has jurisdiction over State Road (S.R.) 5 beginning from Mile Post (M.P.) 0.773 to 1.619 and at M.P. 1.695 to M.P. 2.071, and

WHEREAS, the **DEPARTMENT** seeks to install and have maintained by the **AGENCY** certain highway **IMPROVEMENTS**; and

WHEREAS, as part of the continual updating of the State of Florida Highway System, the **DEPARTMENT**, for the purpose of safety, protection of the investment and other reasons, has constructed and does maintain SR 5 beginning from M.P. 0.773 to M.P. 2.071 (within the limits of the **AGENCY**); and

WHEREAS, it is the intent of the **AGENCY** and the **DEPARTMENT** that the **AGENCY** shall maintain the specific elements constructed under Project Number **446173-1-52-01** to include decorative lighting; hereinafter called **IMPROVEMENTS** installed along SR 5 M.P. 0.773 to M.P. 2.071; and

WHEREAS, the Project involves the scope of work as described within **Exhibit A (Project Location, Description and Aerial)** and **Exhibit B (Construction Plans)**, which will benefit the **AGENCY**; and

WHEREAS the parties hereto mutually recognize the need for entering into an **AGREEMENT** designation and setting forth the responsibilities of each party; and

WHEREAS the **AGENCY** by Resolution Number _____ entered this date _____, attached hereto and by this reference made a part hereof, desires to enter into this **AGREEMENT** and authorizes its officers to do so;

NOW THEREFORE, for and in consideration of the mutual benefits to flow each to the other, the parties covenant and agree as follows:

1. RECITALS

The recitals set forth above are true and correct and are deemed incorporated herein.

2. INSTALLATION OF FACILITIES

SECTION NO.: 93020000
FM No.(s): 446173-1-52-01
COUNTY: Palm Beach
County
S.R. No.: 5

- A. The **DEPARTMENT** has issued Project Number **446173-1-52-01** to construct the **IMPROVEMENTS** as detailed in **Exhibit A** and **Exhibit B** that will benefit the **AGENCY**.
- B. The **IMPROVEMENTS** shall comply with the laws and regulations relating to the Americans with Disabilities Act of 1990, as currently enacted or as may be amended from time to time ("ADA"). If there are any major changes to the plan(s), the **DEPARTMENT** shall provide the modified plan(s) to the **AGENCY** and the **AGENCY** shall provide their approval or disapproval to the **DEPARTMENT** within ten (10) business days. The **DEPARTMENT** may elect to withdraw the **IMPROVEMENTS** if changes are not approved within the given time frame.
- C. The **AGENCY** shall coordinate with FWC and FDEP to meet the specific lighting requirements for sea turtle nesting beaches as needed.
- D.
- E. The **AGENCY** shall be invited to assist the **DEPARTMENT** in final inspection before acceptance of the job by the **DEPARTMENT**.

The **AGENCY** must maintain the **IMPROVEMENTS** associated within the limits of the project.

3. MAINTENANCE OF FACILITIES

- A. The **AGENCY** agrees to maintain the **IMPROVEMENTS** to be installed under Project Number **446173-1-52-01** within the limits of construction. Maintenance by the **AGENCY** will include but not limited to inspection, repair, restoration, replacement, coating and general maintenance of all decorative or non-standard features within the limits of construction. This includes Project Number **446173-1-52-01** for decorative light poles, installed along SR 5, from M.P. 0.773 to M.P. 2.071

This maintenance provision will apply to all existing decorative or non-standard lights already installed within the limits of the **AGENCY**.

- 1) The **AGENCY** agrees to maintain, at its sole cost and expense, the **IMPROVEMENTS** set forth in **Exhibit A** in compliance with any and all applicable laws which shall include, but not be limited to, laws and regulations relating to the Americans with Disabilities Act ("ADA") of 1990, as currently enacted or as may be amended from time to time.
- 2) The **IMPROVEMENTS** shall be kept clean and free from trash and debris. The **IMPROVEMENTS** shall be kept free of graffiti. The **IMPROVEMENTS** shall be free of pests such as stinging insects, rodents, and vermin, including removal of nests as needed.

SECTION NO.: 93020000
FM No.(s): 446173-1-52-01
COUNTY: Palm Beach
County
S.R. No.: 5

- 3) As part of the maintenance responsibility, the **AGENCY** shall keep in good repair and replace, defective or worn-out parts of the **IMPROVEMENTS**. The **AGENCY**'s responsibility to keep the **IMPROVEMENTS** in good repair shall include all necessary inspection, maintenance, repair and replacement of any type or nature, including, but not limited to, maintenance, repair, coating replacement, and replacement due to normal wear and tear, named storm event, acts of God, vandalism, and accidents. The **AGENCY** shall take all necessary steps to maintain the **IMPROVEMENTS** in a manner to protect against injury to any person or property.
- 4) The **AGENCY** shall perform all activities necessary to keep the **IMPROVEMENTS** fully operating, properly functioning, with a minimum of 90% of the lights burning for any lighting type or roadway system at all times in accordance with the original design thereof, whether necessitated by normal wear and tear, accidental or intentional damage, or acts of nature. Said maintenance shall include, but shall not be limited to, providing electrical power, and paying all charges associated therewith, routine inspection and testing, preventative maintenance, emergency maintenance, replacement of any component parts of the **IMPROVEMENTS** (including the poles and all other component parts installed as part of the **IMPROVEMENTS**), and locating (both vertically and horizontally) the **IMPROVEMENTS**, as may be necessary.
- 5) The above-named functions to be performed by the **AGENCY** may be subject to periodic inspections by the **DEPARTMENT** at the discretion of the **DEPARTMENT**. Such inspection findings will be shared with the **AGENCY** and shall be the basis of all decisions regarding, reworking relating to the maintenance obligation I function or **AGREEMENT** termination.
- 6) The **AGENCY** shall be solely responsible for any damages to surrounding property, real estate, vehicles, pedestrians, or other assets occurring as a result of maintenance and operation of the **IMPROVEMENTS** and shall repair such damage to the satisfaction of the **DEPARTMENT** at no expense to the **DEPARTMENT**, as per the requirements in **Exhibit C (Maintenance Plan Requirements)**.
- 7) The **AGENCY** shall be responsible to maintain the light pole structures, attachments and electrical components. The **AGENCY** shall replace the structure if destroyed in an accident by third parties. The **DEPARTMENT** expressly assigns its rights, interests and privileges pertaining to said **IMPROVEMENTS**' damage to the **AGENCY**, so **AGENCY** can pursue all claims and causes of actions against the third parties responsible for the damage. The **DEPARTMENT** will assist the **AGENCY** as necessary and will confirm **AGENCY'S** authorization to pursue recovery. The **AGENCY** will be responsible for all attorneys' fees and costs incurred in its recovery activities. The **AGENCY** shall not file suit in the name of the **DEPARTMENT**.
- B. After the **DEPARTMENT's** installation of the **IMPROVEMENTS**, the **AGENCY** shall be responsible for maintaining the **IMPROVEMENTS** consistent with all ADA Laws existing and as amended and shall indemnify the **DEPARTMENT** for any and all costs or expenses incurred by the **DEPARTMENT** for the **AGENCY's** failure to maintain the

SECTION NO.: 93020000
FM No.(s): 446173-1-52-01
COUNTY: Palm Beach
County
S.R. No.: 5

IMPROVEMENTS in compliance with all ADA Laws existing and as amended. Costs and expenses shall include the costs to maintain the **IMPROVEMENTS** in compliance with all ADA Laws existing and as amended, attorney's fees and costs and any judgments. The foregoing indemnification shall not be construed as an indemnification for the **DEPARTMENT's** failure to install the **IMPROVEMENTS** in compliance with all ADA Laws existing at the time of installation.

- 1) Adjacent sidewalk areas shall be accessible at all times during the **AGENCY's** maintenance of the **IMPROVEMENTS**. If sidewalk closures are needed, alternate routes shall be clearly identified, and missing sidewalk shall be restored either with permanent or temporary materials at the end of each workday.
 - 2) Nothing in this **AGREEMENT** should be interpreted or construed as a waiver of the **AGENCY's** or **DEPARTMENT's** rights to sovereign immunity or as an agreement to be sued by a third party. Further, there are no third-party beneficiaries to this **AGREEMENT**.
- C. All **IMPROVEMENTS** shall at all times have a notification sign posted with the name and phone number of the **DEPARTMENT** within the **AGENCY** responsible for maintenance of the **IMPROVEMENTS** so that members of the public may contact **AGENCY** regarding problems with the **IMPROVEMENTS**. The **AGENCY** shall promptly respond and correct all complaints regarding maintenance. The **IMPROVEMENTS** to be constructed with this project shall not contain advertising. Nor shall advertising be placed upon them by any party in the future.
- D. It is understood and agreed by the parties that upon "final acceptance" (as that term is described in the Standard Specifications for Roadway and Bridge Construction, as amended by contract documents section 5-11) by the **DEPARTMENT** of the Project and Notice thereof to the **AGENCY**, the **AGENCY** shall be responsible for maintenance of the Project in accordance with the following Federally and State accepted standards (current editions at the time of execution of this **AGREEMENT** and any amendments hereafter) and all costs related thereto: (a) FDOT Design Manual (FDM), (b) Florida Green Book, (c) Standard Specifications for Roadway and Bridge Construction, (d) FDOT Standard Plans for Roadway Construction, (e) Manual on Uniform Traffic Control Devices (MUTCD), and (f) all other applicable local, state, or federal laws, rules, resolutions, or ordinances, and FDOT procedures. In the event of a conflict between documents, standards, and procedures the more stringent shall apply.
- E. Any work impacting traffic flow along SR 5 must be coordinated with the **DEPARTMENT**. Lane closures must be submitted for approval in accordance with **DEPARTMENT** procedures and policies and will meet the goals established in the **DEPARTMENT's** Open Roads Policy.

4. NOTICE OF MAINTENANCE DEFICIENCIES

- A. If, at any time while the terms of this **AGREEMENT** are in effect, it shall come to the attention of the **DEPARTMENT** that the **AGENCY's** responsibility as established herein

SECTION NO.: 93020000
FM No.(s): 446173-1-52-01
COUNTY: Palm Beach
County
S.R. No.: 5

or a part thereof is not being properly accomplished pursuant to the terms of this **AGREEMENT**, the **DEPARTMENT** may issue a written notice, that a deficiency or deficiencies exist(s), by sending a certified letter to the **AGENCY**, in care of the **CITY OF LAKE WORTH BEACH, CITY MAYOR**, to place the **AGENCY** on notice regarding its maintenance deficiencies. Thereafter, the **AGENCY** shall have a period of sixty (60) days within which to correct the cited deficiency or deficiencies. If said deficiencies are not corrected within the time period, the **DEPARTMENT** may, at its option, proceed under one or more or a combination of the following items:

- 1) The **DEPARTMENT** may repair any item or a number of items. Corrective actions will be performed with the **DEPARTMENT** and/or its independent contractor's materials, equipment, and personnel. The actual cost for such work will be charged to the **AGENCY**.
- 2) The **DEPARTMENT** may remove or replace any item or number of items with the standard **DEPARTMENT** item. Corrective actions will be performed with the **DEPARTMENT** and/or its independent contractor's materials, equipment, and personnel. The actual cost for such work will be charged to the **AGENCY**.
- 3) If there is no standard equivalent item or if in the **DEPARTMENT's** discretion the item is not necessary for the operations of the roadway, the **DEPARTMENT** may remove the item in its entirety and restore the area to a condition acceptable to the **DEPARTMENT**. Corrective actions will be performed with the **DEPARTMENT** and/or its independent contractor's materials, equipment, and personnel. The actual cost for such work will be charged to the **AGENCY**.
- 4) At the discretion of the **DEPARTMENT**, terminate the **AGREEMENT** in accordance with Paragraph 7 of this **AGREEMENT** and remove, by the **DEPARTMENT** or its Contractor's personnel, all the **IMPROVEMENTS** installed under this **AGREEMENT** and charge the **AGENCY** the reasonable cost of such removal.

5. FUTURE DEPARTMENT IMPROVEMENTS

It is understood between the parties hereto that the **IMPROVEMENTS** covered by this **AGREEMENT** may be removed, relocated, or adjusted at any time in the future as determined to be necessary by the **DEPARTMENT** in order that the adjacent state road be widened, altered, or otherwise changed to meet with future criteria or planning of the **DEPARTMENT**.

6. FUTURE AGENCY IMPROVEMENTS

The **AGENCY** may construct additional **IMPROVEMENTS** within the limits of the rights of ways identified as a result of this document subject to the following conditions:

- 1) Plans for any new **IMPROVEMENTS** shall be subject to approval by the **DEPARTMENT**. The **AGENCY** shall not change or deviate from said plans without written approval by the **DEPARTMENT**.

SECTION NO.: 93020000
FM No.(s): 446173-1-52-01
COUNTY: Palm Beach
County
S.R. No.: 5

- 2) The **AGENCY** shall procure a permit and/ or Construction **AGREEMENT** from the **DEPARTMENT**, as appropriate.
- 3) All **IMPROVEMENTS** shall be developed and implemented in accordance with appropriate state safety and roadway design standards.
- 4) The **AGENCY** agrees to comply with the requirements of this **AGREEMENT** regarding any additional **IMPROVEMENTS** installed at no cost to the **DEPARTMENT**.

7. AGREEMENT TERMINATION

This **AGREEMENT** may be terminated under anyone (1) of the following conditions:

- 1) By the **DEPARTMENT**, if the **AGENCY** fails to perform its duties under this **AGREEMENT**, following ten (10) days written notice. The **AGENCY** shall reimburse the **DEPARTMENT** for any expenditures for the installation of said **IMPROVEMENTS** and the cost to remove and or replace said improvement with the standard improvement or remove in its entirety.
- 2) By the **DEPARTMENT**, for refusal by the **AGENCY** to allow public access to all documents, papers, letters, or other material subject to the provisions of Chapter 119, Florida Statutes, and made or received by the **AGENCY** in conjunction with this **AGREEMENT**.
- 3) By the **DEPARTMENT** with a six (6) month written notice.

8. AGREEMENT TERM

The term of this **AGREEMENT** commences upon execution by all parties. The term of this **AGREEMENT** shall remain in effect for as long as the **IMPROVEMENTS** shall exist.

9. LIABILITY AND INSURANCE REQUIREMENTS

- A. With respect to any of the **AGENCY'S** agents, consultants, sub-consultants, contractors, and/or sub-contractors, such party in any contract for the **IMPROVEMENTS** shall agree to indemnify, defend, save and hold harmless the **DEPARTMENT** from all claims, demands, liabilities, and suits of any nature arising out of, because of or due to any intentional and/or negligent act or occurrence, omission or commission of such agents, consultants, sub consultants, contractors and/or subcontractors. The **AGENCY** shall provide to the **DEPARTMENT** written evidence of the foregoing upon the request of the **DEPARTMENT**. It is specifically understood and agreed that this indemnification clause does not cover or indemnify the **DEPARTMENT** for its own negligence.
- B. In the event that **AGENCY** contracts with a third party to provide the services set forth herein, any contract with such third party shall include the following provisions:

SECTION NO.: 93020000
FM No.(s): 446173-1-52-01
COUNTY: Palm Beach
County
S.R. No.: 5

- 1) **AGENCY'S** contractor shall at all times during the term of this **AGREEMENT** keep and maintain in full force and effect, at contractor's sole cost and expense, Comprehensive General Liability with minimum limits of \$1,000,000.00 per occurrence combined single limit for Bodily Injury Liability and Property Damage Liability and Worker's Compensation insurance with minimum limits of \$500,000.00 per Liability. Coverage must be afforded on a form no more restrictive than the latest edition of the Comprehensive General Liability and Worker's Compensation policy without restrictive endorsements, as filed by the Insurance Services Office and shall name the **DEPARTMENT** as an additional insured.
- 2) **AGENCY'S** contractor shall furnish **AGENCY** with Certificates of Insurance of Endorsements evidencing the insurance coverages specified herein prior to the beginning performance of work under this **AGREEMENT**.
- 3) Coverage is not to cease and is to remain in full force and effect (subject to cancellation notice) until all performance required of **AGENCY'S** contractor is completed. All policies must be endorsed to provide the **DEPARTMENT** with at least thirty (30) days' notice of cancellation and or/ restriction. If any of the insurance coverages will expire prior to the completion of work, copies of renewal policies shall be furnished at least (30) days prior to the date of expiration.

10. E-VERIFY REQUIREMENTS

The **AGENCY** shall:

- 1) Utilize the U.S. DEPARTMENT of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the **AGENCY** for the work performed under this **AGREEMENT**; and
- 2) Expressly require any contractors performing work or providing services pursuant to the state contract to likewise utilize the U.S. DEPARTMENT of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the contract term.

11. ENTIRE AGREEMENT

This writing embodies the entire Agreement and understanding between the parties hereto and there are no other Agreements and understanding, oral or written, with reference to the subject matter hereof that are not merged herein and superseded hereby except the Local Funded Agreement(s) and State Highway Lighting Maintenance and Compensation Agreement(s) **BD648** signed between the parties, as amended, as to all other **IMPROVEMENTS** not specifically mentioned in this Agreement. The streetlights installed under this project will be compensated as streetlights under the State Highway Lighting Maintenance and Compensation Agreement. If the **DEPARTMENT** and **AGENCY** fail to agree on the annual lump sum amount to be paid under the State Highway Lighting Maintenance and Compensation Agreement, this Agreement shall

SECTION NO.: 93020000
FM No.(s): 446173-1-52-01
COUNTY: Palm Beach
County
S.R. No.: 5

supersede that Agreement and the **AGENCY** agrees to maintain the lights solely under this Agreement.

12. EXPENDITURE OF MONEY

The **DEPARTMENT**, during any fiscal year, shall not expend money, incur any liability, or enter into any contract which, by its terms, involves the expenditure of money in excess of the amounts budgeted as available for expenditure during such fiscal year. Any contract, verbal or written, made in violation of this subsection is null and void, and no money may be paid on such contract. The **DEPARTMENT** shall require a statement from the Comptroller of the **DEPARTMENT** that funds are available prior to entering into any such contract or other binding commitment of funds. Nothing herein contained shall prevent the making of contracts for periods exceeding one (1) year, but any contract so made shall be executory only for the value of the services to be rendered or agreed to be paid for in succeeding fiscal years; and this paragraph shall be incorporated verbatim in all contracts of the **DEPARTMENT** which are for an amount in excess of TWENTY-FIVE THOUSAND DOLLARS (\$25,000.00) and which have a term for a period of more than one year.

13. DISPUTES

The **DEPARTMENT'S** District Secretary shall decide all questions, difficulties, and disputes of any nature whatsoever that may arise under or by reason of this **AGREEMENT**, the prosecution or fulfillment of the service hereunder and the character, quality, amount and value thereof; and his decision upon all claims, questions and disputes shall be final and conclusive upon the parties hereto.

14. ASSIGNMENT

This **AGREEMENT** may not be assigned or transferred by the **AGENCY** in whole or part without the consent of the **DEPARTMENT**.

15. LAWS GOVERNING

This **AGREEMENT** shall be governed by and construed in accordance with the laws of the State of Florida. In the event of a conflict between any portion of the contract and Florida law, the laws of Florida shall prevail. Venue with respect to judicial proceedings arising out of this **AGREEMENT** shall be in Broward County, Florida.

16. NOTICES

All notices given or required under this **AGREEMENT** shall be in writing and either personally delivered with receipt acknowledgement or sent by certified mail, return receipt requested. All notices shall be sent to the following addresses.

If to the **DEPARTMENT**:

SECTION NO.: 93020000
FM No.(s): 446173-1-52-01
COUNTY: Palm Beach
County
S.R. No.: 5

State of Florida Department of Transportation
Attention: District Maintenance Engineer
3400 West Commercial Blvd
Ft. Lauderdale, FL 33309-3421 If to the

AGENCY:
City of Lake Worth Beach
7 North Dixie Highway
Lake Worth Beach FL, 33460
Attention: City Mayor

17. LIST OF EXHIBITS

- Exhibit A: Project Location, Description and Aerial
- Exhibit B: Lighting Plans
- Exhibit C: Maintenance Plan Requirements

Exhibit Only

SECTION NO.: 93020000
FM No.(s): 446173-1-52-01
COUNTY: Palm Beach
County
S.R. No.: 5

IN WITNESS OF THE FOREGOING, the parties have set their hands and seals the day and year first above written.

AGENCY:

City Of Lake Worth Beach
Corporation of the State of Florida:

By: _____ Date: _____
City Manager / Mayor

Print Name: _____

ATTEST:

By: _____ Date: _____
Clerk

Print Name: _____

Approved as to Form:

By: _____ Date: _____
City Attorney

Print Name: _____

Exhibit Only

SECTION NO.: 93020000
FM No.(s): 446173-1-52-01
COUNTY: Palm Beach
County
S.R. No.: 5

IN WITNESS OF THE FOREGOING, the parties have set their hands and seals the day and year first above written.

DEPARTMENT:

STATE OF FLORIDA
DEPARTMENT OF TRANSPORTATION

Sign: _____
Director of Operations

Print Name: Paul A. Lampley

Date: _____

Approval as to Form:

Sign: _____
Assistant District General Counsel

Print Name: _____

Date: _____

Exhibit Only

SECTION NO.: 93020000
FM No.(s): 446173-1-52-01
COUNTY: Palm Beach
County
S.R. No.: 5

EXHIBIT A

PROJECT LOCATION, DESCRIPTION AND AERIAL

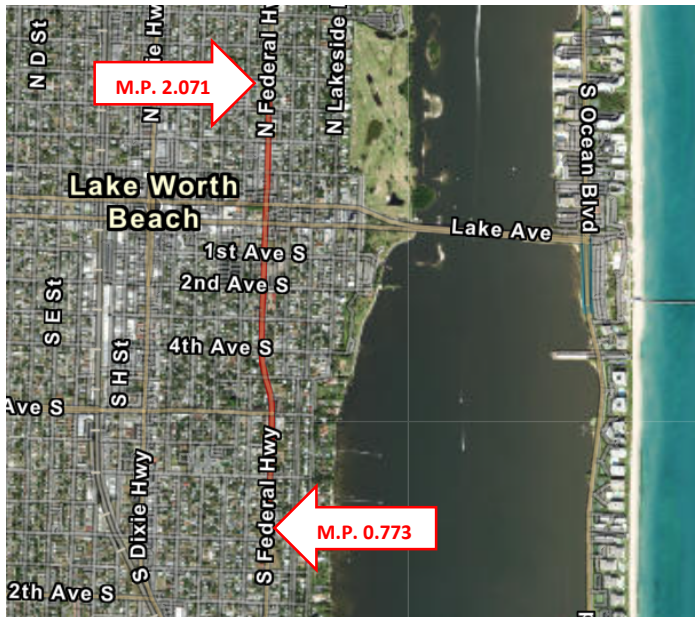
I. Location:

The **IMPROVEMENTS** associated with this **AGREEMENT** are located in the City of Lake Worth Beach, in Palm Beach, Florida along State Road 5, section 93020000, beginning M.P. 0.773 to M.P. 2.071.

II. Description of Work:

Project Number **446173-1-52-01** to include decorative light.
It will be the responsibility of the **AGENCY** to maintain the **IMPROVEMENTS** described in this **AGREEMENT**.

III. Aerial



SECTION NO.: 93020000
FM No.(s): 446173-1-52-01
COUNTY: Palm Beach
County
S.R. No.: 5

EXHIBIT B

LIGHTING PLANS

Lighting Plans prepared by Juan S. Calderon, P.E., dated January 1st, 2023, as approved by the **DEPARTMENT**.

LIGHTING PLANS (attached)

Sheets Included:

| PDF Page Number (#) | Plan Sheet (#) | Sheet(s) Description |
|---------------------|----------------|--------------------------------|
| 14 | L-1 | KEY SHEET |
| 15 | L-2 | LIGHTING DATA TABLE AND LEGEND |
| 16-20 | L-3 thru L-7 | LIGHTING PLAN |
| 21 | L-8 | SPECIAL DETAILS |
| 22 | L-9 | SERVICE POINT DETAILS |

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STATE OF FLORIDA
DEPARTMENT OF TRANSPORTATION

CONTRACT PLANS

FINANCIAL PROJECT ID 446173-1-52-01

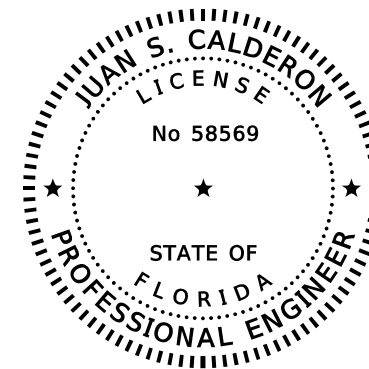
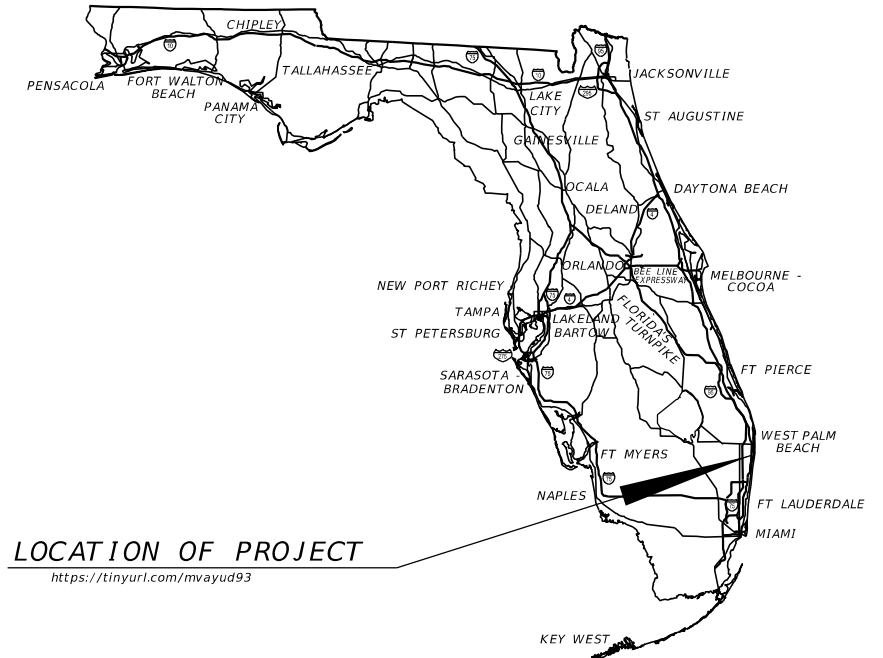
PALM BEACH PALM BEACH COUNTY (93020000)

STATE ROAD NO.5 (N FEDERAL HWY) SR 5
FROM SOUTH OF 10TH AVE SOUTH TO 6TH AVE NORTH

LIGHTING PLANS

INDEX OF LIGHTING PLANS

| SHEET NO. | SHEET DESCRIPTION |
|-----------|--------------------------------|
| L-1 | KEY SHEET |
| L-2 | LIGHTING DATA TABLE AND LEGEND |
| L-3 - L-7 | LIGHTING PLANS |
| L-8 | SPECIAL DETAILS |
| L-9 | SERVICE POINT DETAILS |



THIS ITEM HAS BEEN DIGITALLY
SIGNED AND SEALED BY:

ON THE DATE ADJACENT TO THE SEAL
PRINTED COPIES OF THIS DOCUMENT ARE
NOT CONSIDERED SIGNED AND SEALED.
AND THE SIGNATURE MUST BE VERIFIED
ON THE ELECTRONIC COPIES.

**LIGHTING PLANS
ENGINEER OF RECORD:**

JUAN S. CALDERON, P.E., PTOE. NO.: 58569
CALTRAN ENGINEERING GROUP, INC.
790 NW 107 AVENUE, SUITE 200
MIAMI, FL 33172
(786) 456-7700
CONTRACT NO.: CA739
VENDOR NO.: 27-4564005

FDOT PROJECT MANAGER:

LESLIE WETHERELL, P.E.

| CONSTRUCTION CONTRACT NO. | FISCAL YEAR | SHEET NO. |
|------------------------------|----------------|--------------|
| T0000 | 24 | L-1 |

Exhibit Only

LIGHTING DATA TABLE

SIGNALIZED - UNSIGNALIZED AND AND RETROFIT DESIGN CRITERIA

| POLE NO. | CIRCUIT | STATION | OFFSET | SIDE | DIST. OR ARM | LUMINAIRE WATTAGE | MOUNTING HEIGHT | NUMBER OF LUMINAIRES | ARM CONFIGURATION | FOUNDATION | POLE DETAILS | PAY ITEM |
|----------|-------------|-----------|--------|------|--------------|-------------------|-----------------|----------------------|-------------------|------------|--------------|-------------|
| 1 | EXIST. B-I | 72+71.24 | 33.33 | LT | -- | 80 | 16 | 1 | POST TOP | SPECIAL | CONCRETE | 715-511-315 |
| 2 | EXIST. B-I | 72+71.51 | 42.57 | RT | -- | 80 | 16 | 1 | POST TOP | SPECIAL | CONCRETE | 715-511-315 |
| 3 | EXIST. B-II | 81+13.27 | 48.76 | LT | -- | 80 | 16 | 1 | POST TOP | SPECIAL | CONCRETE | 715-511-315 |
| 4 | EXIST. B-II | 81+50.76 | 44.46 | RT | -- | 80 | 16 | 1 | POST TOP | SPECIAL | CONCRETE | 715-511-315 |
| 5 | EXIST. C-II | 114+49.92 | 24.29 | RT | -- | 80 | 16 | 1 | POST TOP | EXIST. | RETROFIT | 715-11-213 |
| 6 | EXIST. C-I | 114+87.31 | 26.24 | LT | -- | 80 | 16 | 1 | POST TOP | EXIST. | RETROFIT | 715-11-213 |
| 7 | EXIST. C-I | 114+97.71 | 42.94 | RT | -- | 80 | 16 | 1 | POST TOP | SPECIAL | CONCRETE | 715-511-315 |
| 8 | EXIST. C-I | 115+34.65 | 55.56 | LT | -- | 80 | 16 | 1 | POST TOP | SPECIAL | CONCRETE | 715-511-315 |
| 9 | EXIST. D-1 | 115+49.29 | 26.80 | LT | 3 | 80 | 20 | 1 | PENDANT | EXIST. | RETROFIT | 715-11-216 |
| 10 | EXIST. D-1 | 119+05.52 | 24.13 | LT | 3 | 80 | 20 | 1 | PENDANT | EXIST. | RETROFIT | 715-11-216 |
| 11 | EXIST. D-1 | 119+37.38 | 52.93 | LT | -- | 80 | 16 | 1 | POST TOP | SPECIAL | CONCRETE | 715-511-315 |
| 12 | EXIST. D-1 | 119+75.48 | 50.28 | RT | -- | 80 | 16 | 1 | POST TOP | SPECIAL | CONCRETE | 715-511-315 |
| 13 | EXIST. D-1 | 119+94.03 | 23.87 | LT | 3 | 80 | 20 | 1 | PENDANT | EXIST. | RETROFIT | 715-11-216 |
| 14 | EXIST. D-1 | 123+77.77 | 40.10 | RT | -- | 80 | 16 | 1 | POST TOP | SPECIAL | CONCRETE | 715-511-315 |
| 15 | EXIST. D-1 | 124+15.48 | 40.48 | LT | -- | 80 | 16 | 1 | POST TOP | SPECIAL | CONCRETE | 715-511-315 |
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AVERAGE INITIAL INTENSITY (H.F.C.) 1.5 (STD.)
1.0 MIN.

AVERAGE INITIAL INTENSITY IN CROSSWALK FOR THRU APPROACH MOVEMENT (V.F.C) 1.5 (STD.)
1.0 (MIN.)

ILLUMINATION UNIFORMITY RATIOS-
AVG./MIN. 4:1 Or Less
MAX./MIN. 10:1 Or Less

WIND SPEED: 170 MPH

LEGEND

SYMBOLS

DESCRIPTION

- ⊕ PROPOSED 80 WATT LIGHTING POST TOP MOUNTED LED LUMINAIRE WITH TYPE IV SHORT IES DISTRIBUTION. USE SESCO LIGHTING METROSCAPE LED POST-TOP LUMINAIRE FIXTURE MPTR-80W48LED3K-G3-LE45-UNV-DMG-MA2-PH9-RCD7-GN4TX, MAXIMUM CANDELA= 4466.39 AT 45 H 67V, DESIGNED FOR 8299 INITIAL LUMENS. 240V, 7-PIN RECEPTACLE FOR PHOTOELECTRIC CELL. ALSO, USE AMERON DECORATIVE STREET LIGHTING POLE (VEF06.ISPL), AS APPROVED BY THE CITY OF LAKE WORTH BEACH.
- ⊕ EXISTING POST TOP MOUNTED TO BE RETROFITTED WITH 80W LED LUMINAIRE WITH TYPE IV SHORT IES DISTRIBUTION. USE SESCO LIGHTING METROSCAPE LED POST TOP LUMINAIRE FIXTURE MPTR-80W48LED3K-G3-LE25-UNV-DMG-MA2-PH9-RCD7-GN4TX, MAXIMUM CANDELA= 5352.09 AT 67.5 H 66V, DESIGNED FOR 8299 INITIAL LUMENS. 240V, 7-PIN RECEPTACLE FOR PHOTOELECTRIC CELL. AS APPROVED BY THE CITY OF LAKE WORTH BEACH.
- ⊕ EXISTING POST TOP MOUNTED TO BE RETROFITTED WITH 80W LED LUMINAIRE WITH TYPE IV SHORT IES DISTRIBUTION. USE SESCO LIGHTING METROSCAPE LED POST-TOP LUMINAIRE FIXTURE MPTR-80W48LED3K-G3-LE45-UNV-DMG-MA2-PH9-RCD7-GN4TX, MAXIMUM CANDELA= 4466.39 AT 45 H 67V, DESIGNED FOR 8299 INITIAL LUMENS. 240V, 7-PIN RECEPTACLE FOR PHOTOELECTRIC CELL. AS APPROVED BY THE CITY OF LAKE WORTH BEACH.
- ⊕ EXISTING PENDANT MOUNTED TO BE RETROFITTED WITH 80W LED LUMINAIRE (PENDANT) WITH TYPE IV SHORT IES DISTRIBUTION. USE SESCO LIGHTING METROSCAPE LED PENDANT LUMINAIRE FIXTURE MSR-80W48LED3K-G3-LE45-UNV-DMG-MA2-PH9-RCD7-GN4TX, MAXIMUM CANDELA= 4389.19 AT 45 H 70V, DESIGNED FOR 8152 INITIAL LUMENS. 240V, 7-PIN RECEPTACLE FOR PHOTOELECTRIC CELL. AS APPROVED BY THE CITY OF LAKE WORTH BEACH.
- ⊕ EXISTING LIGHTING POLE AND LUMINAIRE (POST TOP MOUNT) TO REMAIN.
- ⊕ EXISTING LIGHTING POLE AND LUMINAIRE (PENDANT) TO REMAIN.
- ⊕ 2" HIGH DENSITY POLYETHYLENE (HDPE) CONDUIT DIRECTIONAL BORE. PROPOSED CONDUCTORS INSIDE CONDUIT TO BE RHW-2/RHH/XLP ONE BLACK INSULATION AND ONE WHITE INSULATION. RUN 1#6 GROUNDING CONDUCTOR WITH RHW-2 GREEN INSULATION INSIDE OF CONDUIT WITH OTHER CONDUCTORS.
- PROPOSED LIGHTING PULL BOX.
- EXISTING PULL BOX.
- EXISTING SERVICE POINT.

NOTES:

1. REFER TO ROADWAY COMPONENT SET FOR GENERAL NOTES.
2. THE MAINTAINING AGENCY IS LAKE WORTH BEACH ELECTRIC UTILITIES.
3. THE CONTRACTOR TO UTILIZE EQUIPMENT CAPABLE OF CONSTRUCTING THE AUGER AND INSTALLING THE LIGHTING POLES UNDER THE POWER/UTILITY LINES.

Exhibit Only

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| REVISIONS | | | | ENGINEER OF RECORD | | STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION | | | LIGHTING DATA TABLE AND LEGEND | SHEET NO. |
|-----------|-------------|------|-------------|---|--|--|------------|----------------------|-----------------------------------|-----------|
| DATE | DESCRIPTION | DATE | DESCRIPTION | | | ROAD NO. | COUNTY | FINANCIAL PROJECT ID | | |
| | | | | JUAN S. CALDERON, P.E. LICENSE NUMBER 58569 CALTRAN ENGINEERING GROUP 790 NW 107 AVE, SUITE 200 MIAMI, FLORIDA, 33172 | | SR 5 | PALM BEACH | 446173-1-52-01 | | L-2 |

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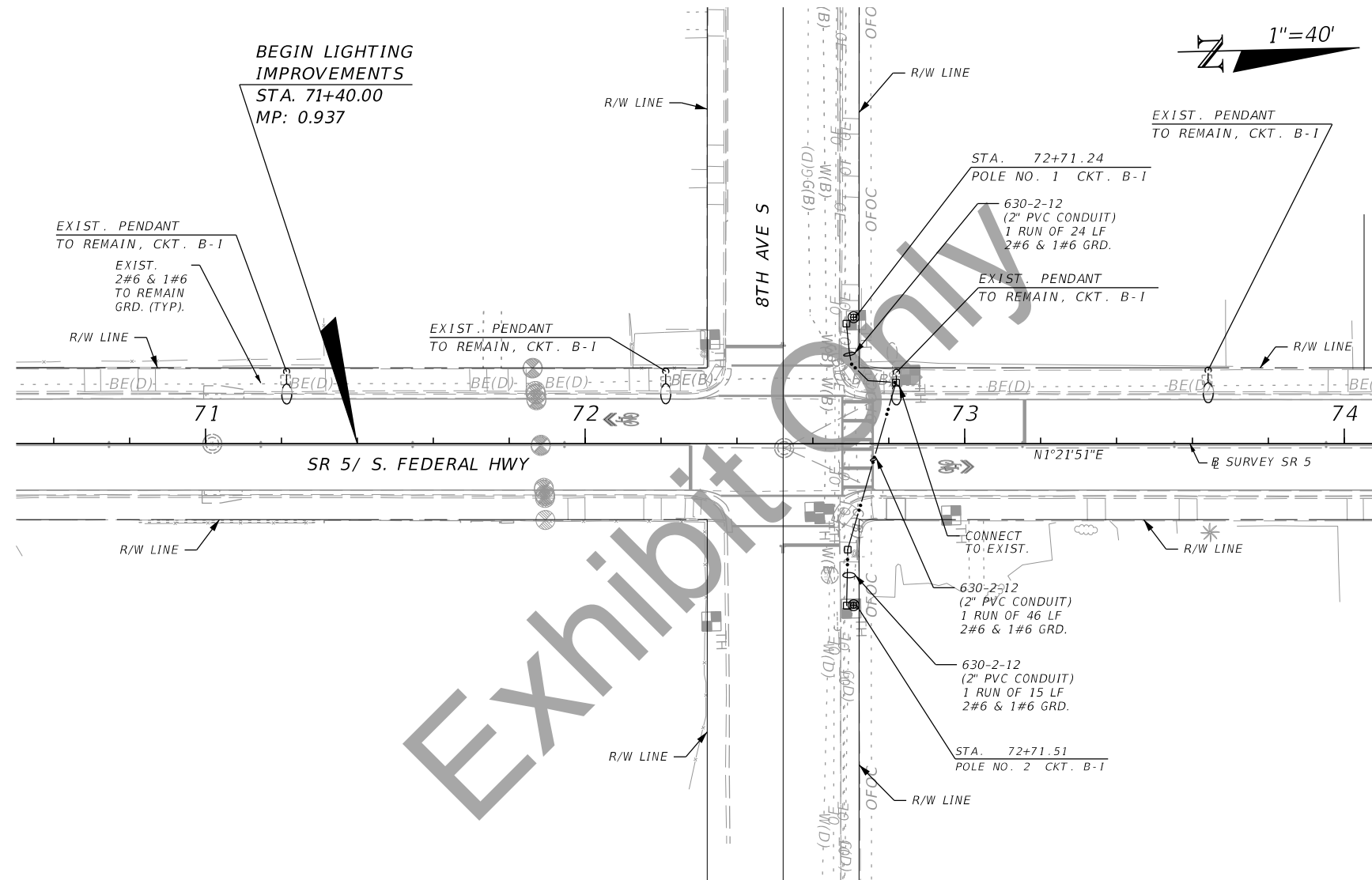


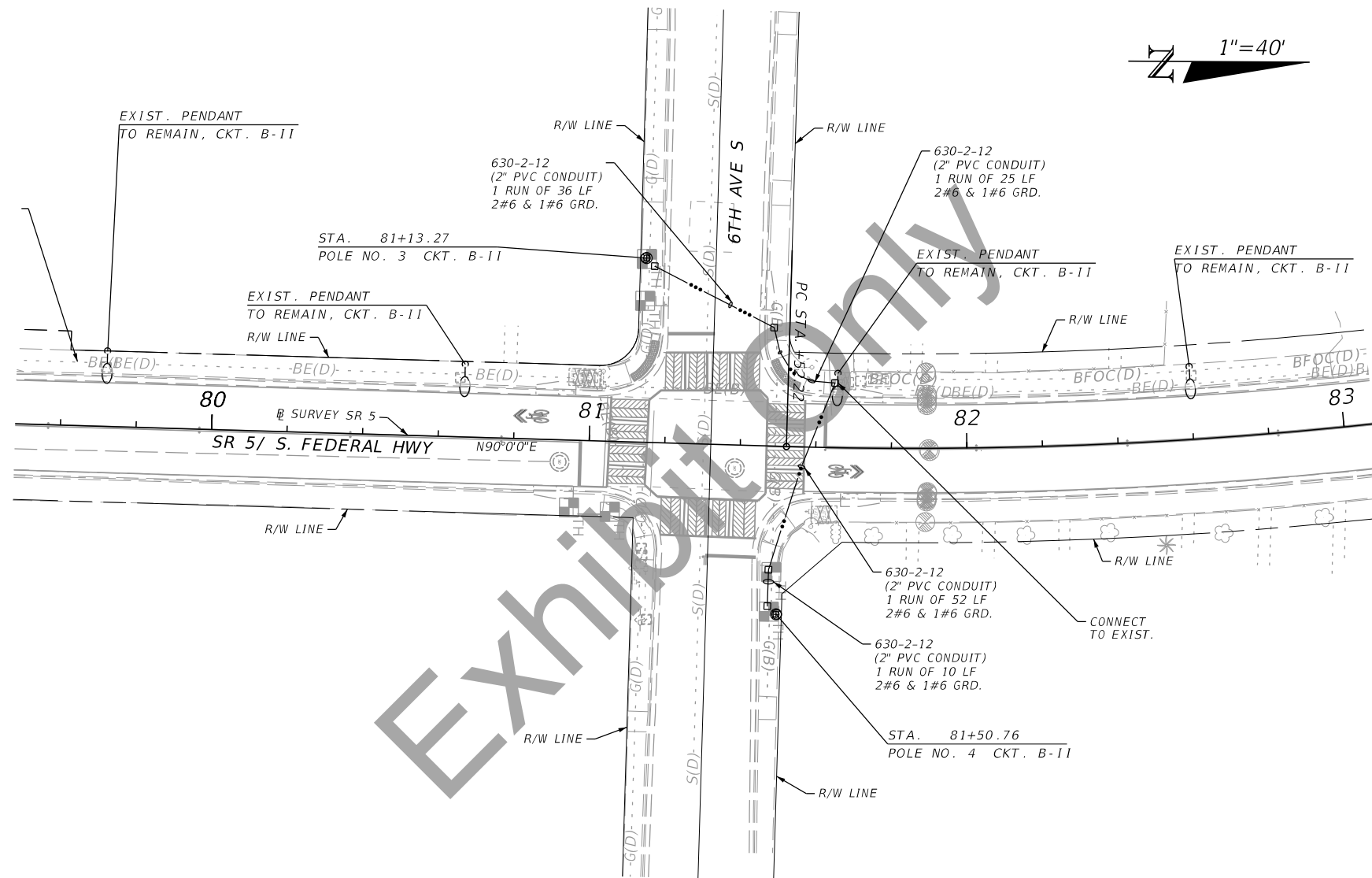
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| REVISIONS | | | | ENGINEER OF RECORD | | STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION | | | <i>LIGHTING PLANS</i> | SHEET NO. |
|-----------|-------------|------|-------------|--------------------|----------|--|----------------------|-----|-----------------------|-----------|
| DATE | DESCRIPTION | DATE | DESCRIPTION | 16 | ROAD NO. | COUNTY | FINANCIAL PROJECT ID | L-3 | | |
| | | | | | SR 5 | PALM BEACH | 446173-1-52-01 | | | |

JUAN S. CALDERON, P.E.
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 CALTRAN ENGINEERING GROUP
 790 NW 107 AVE, SUITE 200
 MIAMI, FLORIDA, 33172

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| REVISIONS | | | |
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| DATE | DESCRIPTION | DATE | DESCRIPTION |
| | | | |

ENGINEER OF RECORD
 JUAN S. CALDERON, P.E.
 LICENSE NUMBER 58569
 CALTRAN ENGINEERING GROUP
 790 NW 107 AVE, SUITE 200
 MIAMI, FLORIDA, 33172

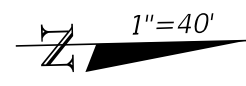
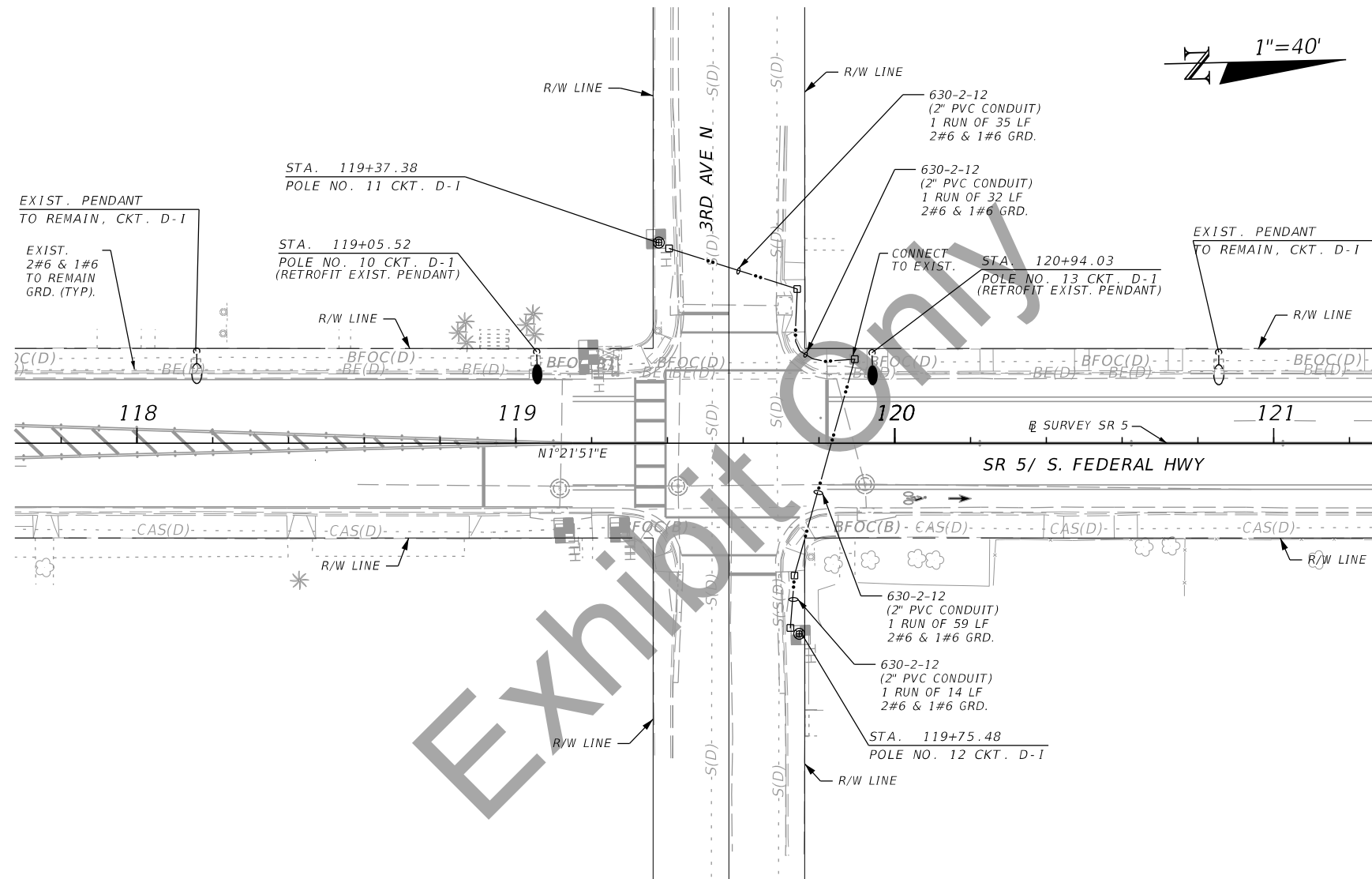
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|--|------------|----------------------|
| ROAD NO. | COUNTY | FINANCIAL PROJECT ID |
| SR 5 | PALM BEACH | 446173-1-52-01 |

LIGHTING PLANS

SHEET NO.
L-4

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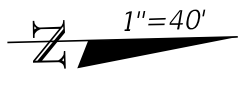
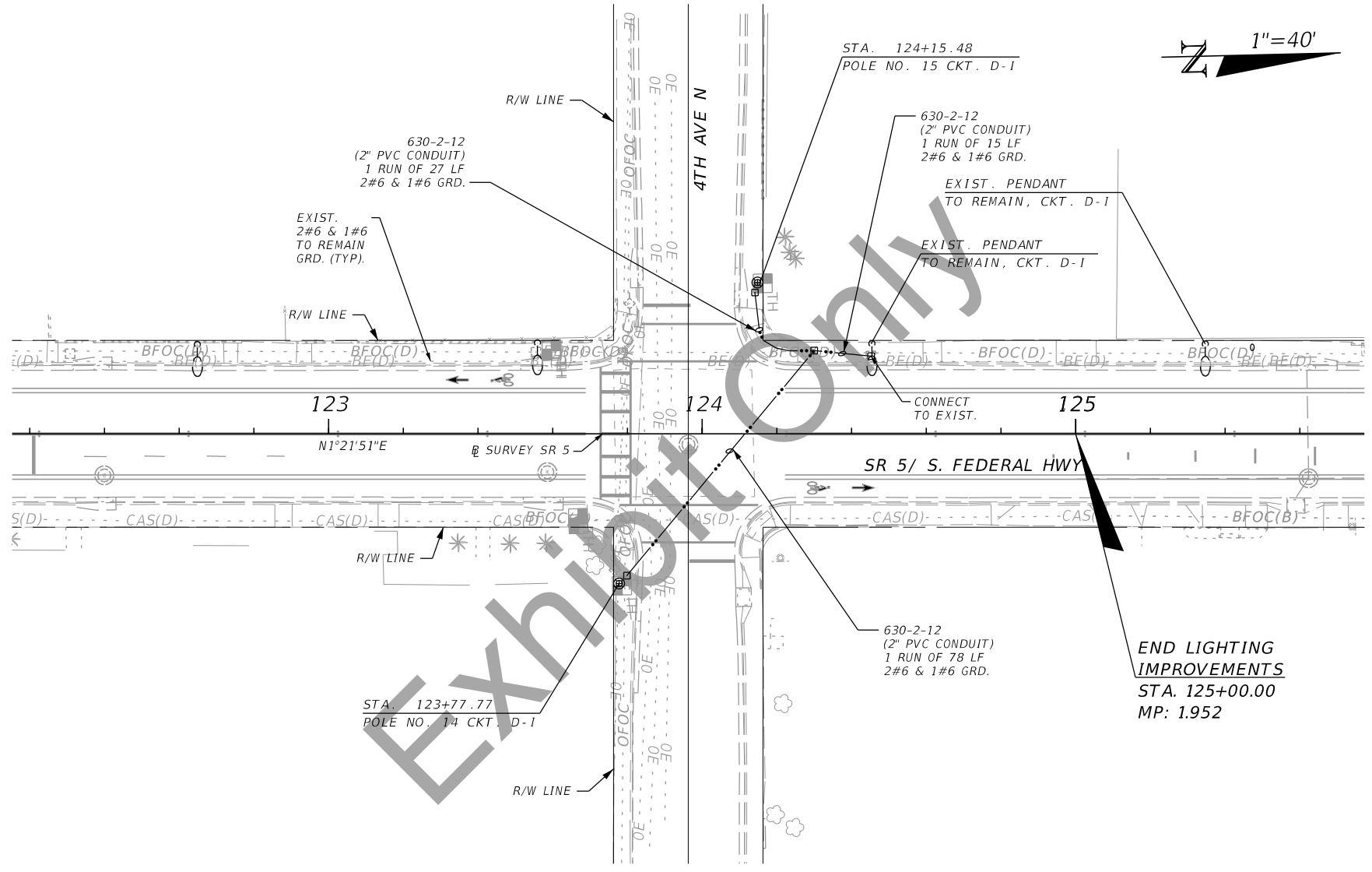
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|-----------|-------------|------|-------------|---|--|--|--------|----------------------|--------------|
| DATE | DESCRIPTION | DATE | DESCRIPTION | JUAN S. CALDERON, P.E. LICENSE NUMBER 58569 CALTRAN ENGINEERING GROUP 790 NW 107 AVE, SUITE 200 MIAMI, FLORIDA, 33172 | | ROAD NO. | COUNTY | FINANCIAL PROJECT ID | |
| | | | | | | | 19 | SR 5 | PALM BEACH |

LIGHTING PLANS

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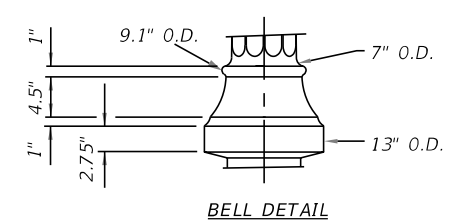
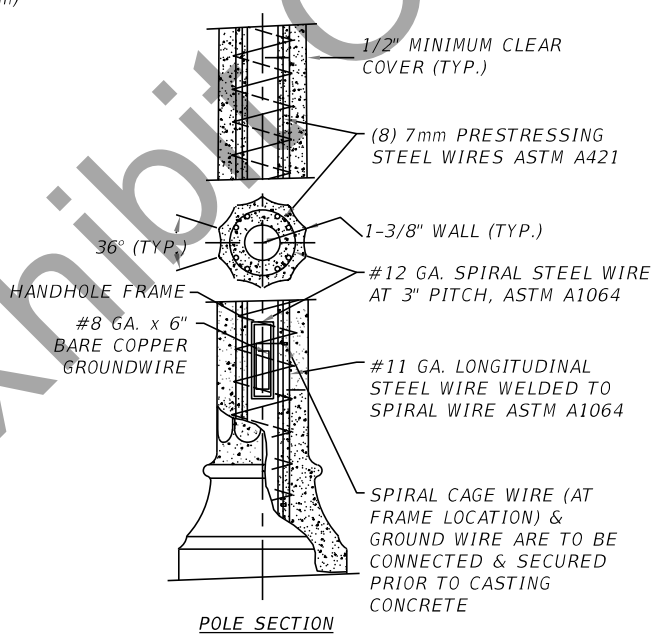
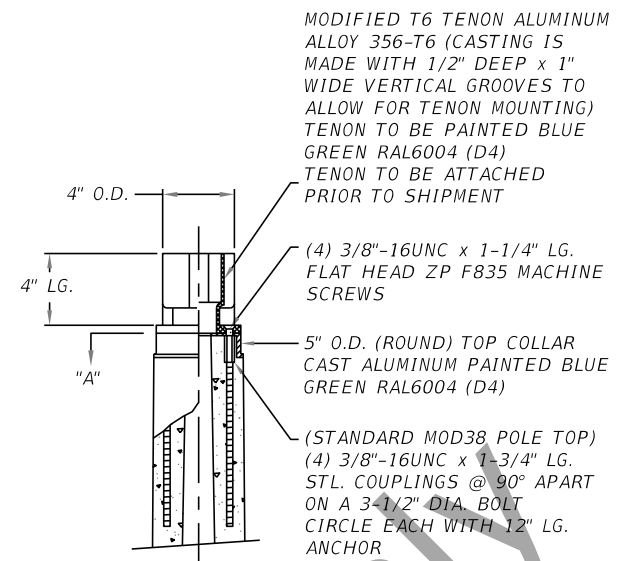
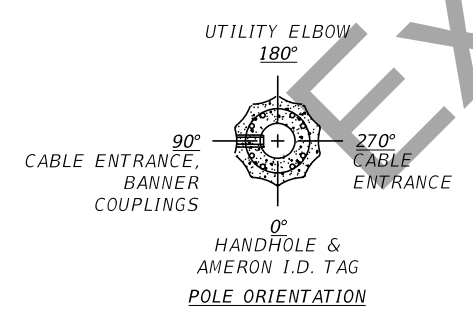
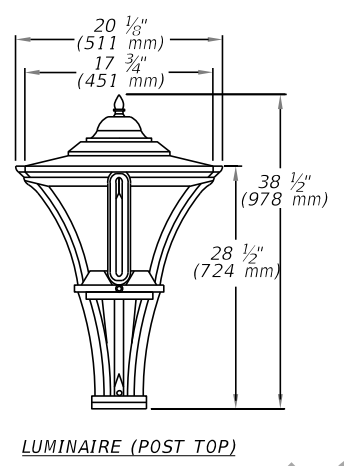
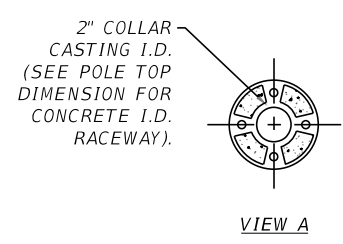
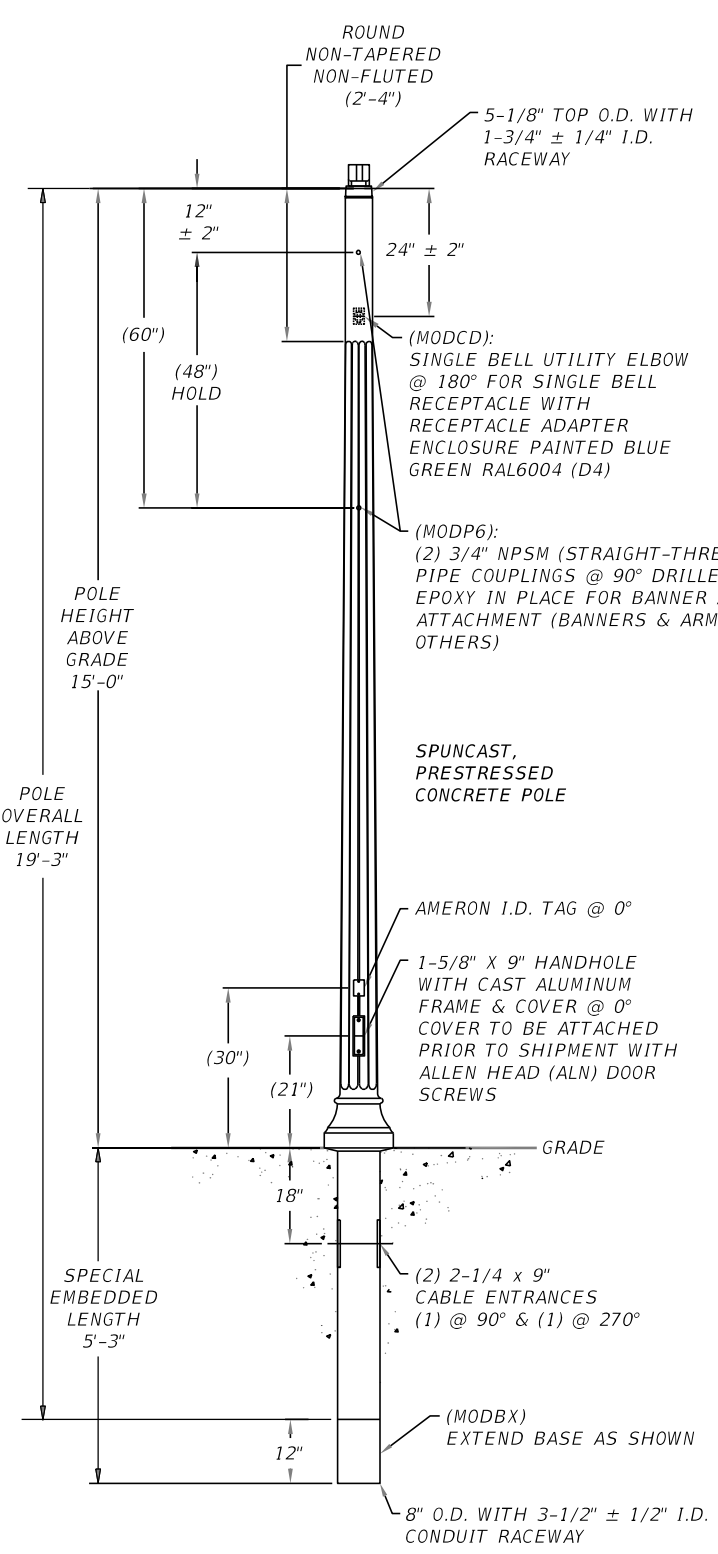


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LIGHTING PLANS

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TRADITIONAL VICTORIAN II EMBEDDED FLUTED POLE

| POLE DESIGNATION | POLE HEIGHT ABOVE GRADE | SPECIAL EMBEDDED DEPTH | OVERALL POLE LENGTH | BELL DIA | ULTIMATE GROUND LINE MOMENT (ft.-lbs.) | POLE WEIGHT (lbs.) |
|------------------|-------------------------|------------------------|---------------------|----------|--|--------------------|
| VEF04.6SPL | 15'-0" | 5'-3" | 20'-3" | 13" | 15,000 | 755 |

| "F" LEVEL POLE CONFIG CODES | | |
|-----------------------------|--------|-------|
| OPTION CLASS | ENTRY | INFO. |
| COATING | A | |
| HH COVER | 66521E | |
| DRILL-IN MOD | MODP6 | |

| "P" LEVEL POLE CONFIG CODES | | |
|-----------------------------|----------|--------|
| OPTION CLASS | ENTRY | INFO. |
| MIX | 41 | |
| FINISH | 3 | |
| COLLAR | 65825ED4 | ROUND |
| POLE TOP CONFIG. | MOD38 | |
| ELEC. ACC. | MODCD | |
| SPL. POLE LG. | MODBX | |
| STRUCT. MOD. | MODDCI | NOTE 8 |

| QTY | SHIPPING ASSEMBLY 2301-021 BILL OF MATERIAL |
|-----|--|
| 1 | VEF04.6*413A-9 |
| 1 | 40100EM4D4A - MOD. CAST ALUMINUM T6 TENON ASSEMBLY, 4" O.D. x 4" LG. (D4). |
| 1 | 45133ED4A - SINGLE BELL RECEPTACLE ASSEMBLY (D4). |

- NOTES:
- MIX (413A): GREEN NATURAL, EXPOSED AGGREGATE FINISH, WITH ARCHITECTURAL GLOSS ACRYLIC COATING.
 - ASTM C-150 TYPE III GRAY CEMENT.
 - f'c @ 28 DAYS = 7,000 PSI, USING SPUN CYLINDER TEST.
 - f'c @ 28 DAYS = 5,000 PSI, USING ASTM C-31 CYLINDER TEST.
 - POLES MANUFACTURED PER ASTM C-1089-13 SPECIFICATIONS.
 - PROTECTIVE COAT EXPOSED P.C. WIRES AT POLE ENDS.
 - POLE IS FULLY PRESTRESSED WITH (8) 7mm ASTM A421 STEEL WIRES.
 - MODDCI: CORROSION INHIBITOR MIX MODIFICATION.
 - THE POLE (& IMPLIED TENON TOP ASSEMBLY) DEPICTED ON THIS DRAWING IS DESIGNED TO WITHSTAND THE LOADS IMPARTED BY A SINGLE POST TOP FIXTURE (NOT TO EXCEED, 2.5 SQ FT EPA, 50 LBS) AS DESIGNED PER 2015 AASHTO LTS-1 USING 160 MPH WIND ZONE (3-SECOND GUSTS), CATEGORY II, NON-BUILDING STRUCTURE, EXPOSURE C, SURFACE ROUGHNESS C, SITE CLASS D, NO HILL NOR ESCARPMENT. THE POLE IS ALSO DESIGNED TO WITHSTAND (1) POST TOP FIXTURE & (1) 24" x 48" BANNER (NOT TO EXCEED 9.2 SQ. FT. EPA, 15 LBS) CENTERED NO HIGHER THAN 12'-0" ABOVE GRADE AS DESIGNED PER 2015 AASHTO LTS-1 USING A 120 MPH WIND ZONE (3-SECOND GUSTS), CATEGORY II, NON-BUILDING STRUCTURE, EXPOSURE C, SURFACE ROUGHNESS C, SITE CLASS D, NO HILL NOR ESCARPMENT. PLEASE CONTACT & ADVISE MANUFACTURER IF INTENDED LOADING EXCEEDS THESE VALUES.
 - MANUFACTURER SUGGESTS PLACING ALL BANNER PIECES OUT OF REACH OF PEDESTRIAN TO MINIMIZE LIKELIHOOD OF VANDALISM.
 - CONTRACTOR TO SUPPLY SIGNED AND SEALED WINDLOAD & EMBEDMENT CALCULATIONS THAT MEET OR EXCEED THE RECOMMENDATION.
 - THE RECOMMENDED AUGER HOLE DIAMETER IS 18".

| MATERIAL LIST | | | | |
|---------------|-------------|-------------------|-----|-------|
| QTY | PART NUMBER | DESCRIPTION | ORG | NOTES |
| 1 | 2301-021 | SHIPPING ASSEMBLY | ANN | |

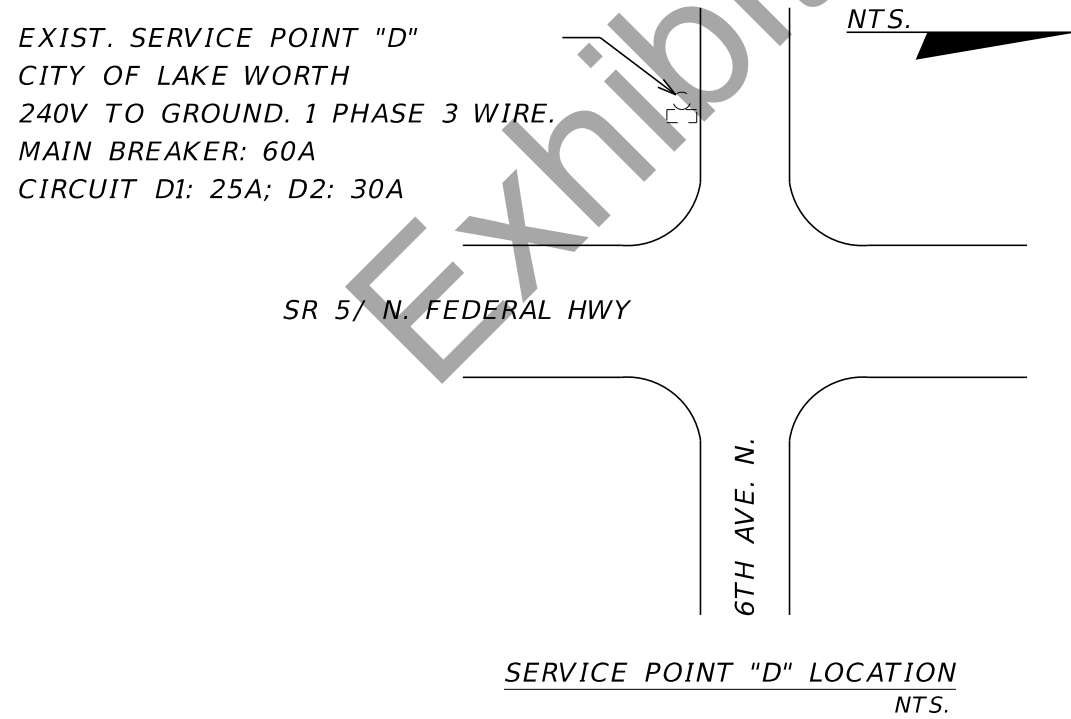
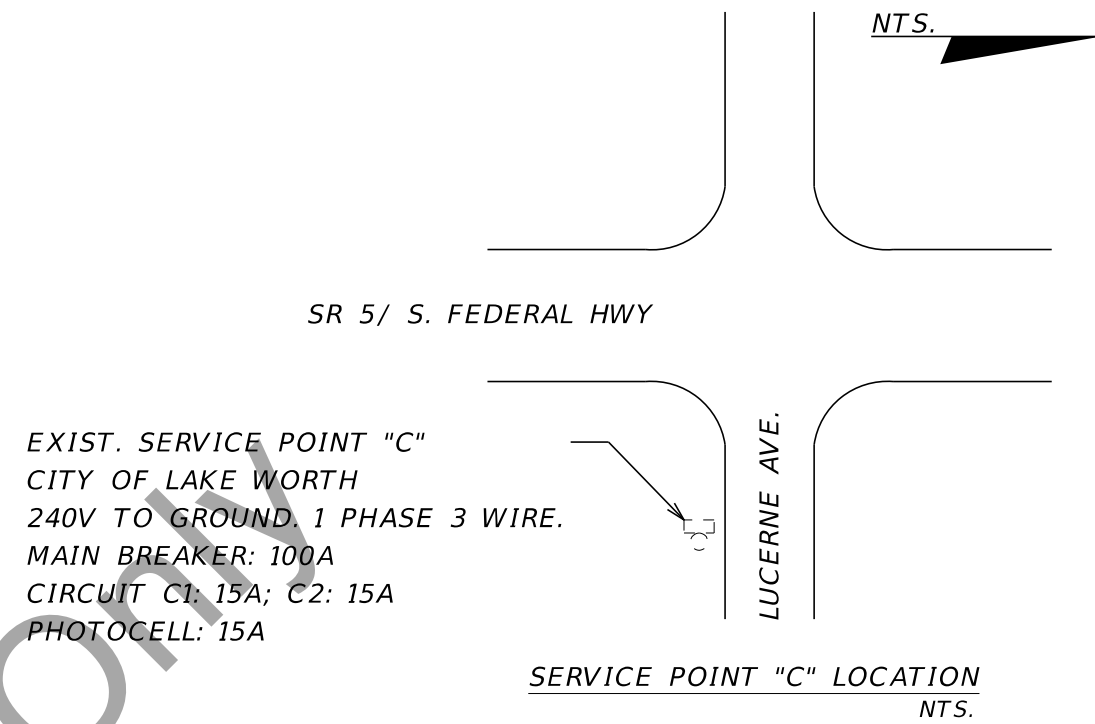
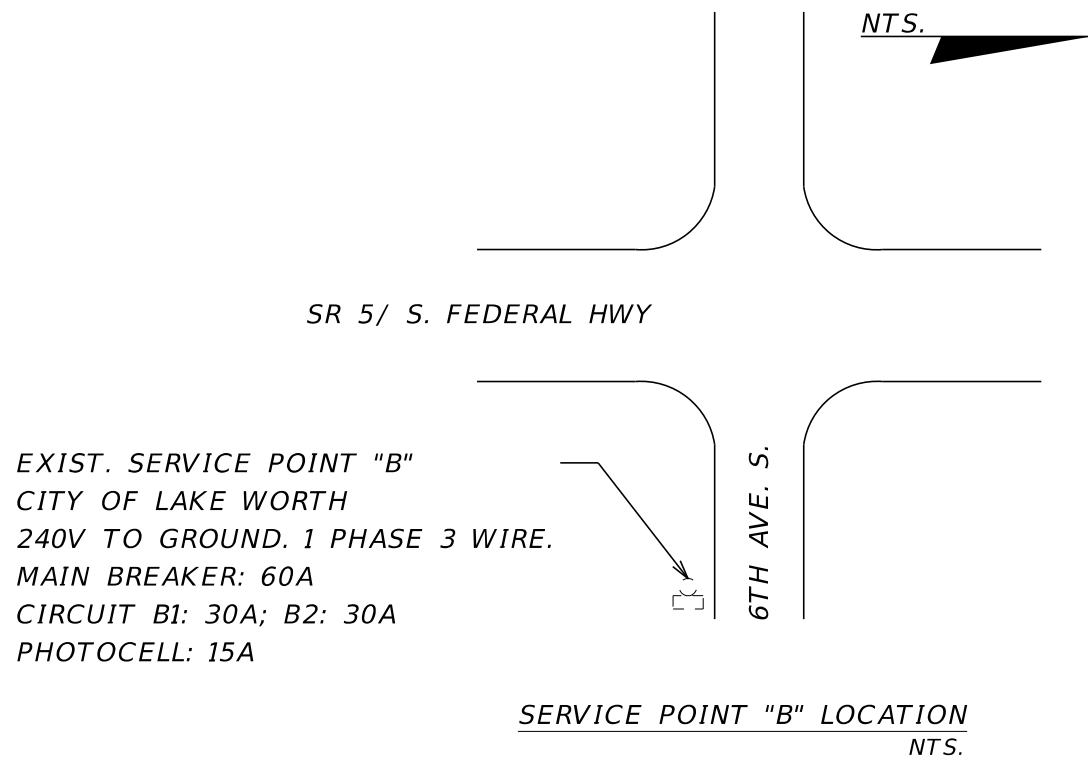
POST TOP

| REVISIONS | | | | ENGINEER OF RECORD | STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION | | | SHEET NO. |
|-----------|-------------|------|-------------|---|---|------------|----------------------|-----------|
| DATE | DESCRIPTION | DATE | DESCRIPTION | | ROAD NO. | COUNTY | FINANCIAL PROJECT ID | |
| | | | | JUAN S. CALDERON, P.E. LICENSE NUMBER 58569 CALTRAN ENGINEERING GROUP 790 NW 107 AVE, SUITE 200 MIAMI, FLORIDA, 33172 | SR 5 | PALM BEACH | 446173-1-52-01 | L-8 |

SPECIAL DETAILS

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| | | | | | 22 | | | |

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SECTION NO.: 93020000
FM No.(s): 446173-1-52-01
COUNTY: Palm Beach
County
S.R. No.: 5

EXHIBIT C

MAINTENANCE PLAN REQUIREMENTS

In reference to Maintenance to be performed under this **AGREEMENT**, the **AGENCY** shall submit to the **DEPARTMENT** a maintenance plan detailing the means and methods for accomplishing any maintenance or repairs to the **IMPROVEMENTS** in accordance with all **DEPARTMENT** Standards, Procedures and Specifications. This plan shall be submitted and approved by the **DEPARTMENT** prior to commencing any maintenance or repair activities. The **AGENCY** shall comply with the **DEPARTMENT's** applicable Maintenance Rating Program Standards. The plan should at minimum detail how the **AGENCY** will address the following:

1. Providing for continuous traffic control and necessary traffic control devices as required for the safe movement of traffic of vehicular and pedestrian traffic past the location of the structure being repaired for the duration of the repair in accordance with **DEPARTMENT** Standards, Procedures and Specifications.
2. Protection of adjacent surrounding property, real estate, vehicles, pedestrians, attachments to the light poles, or other assets during the preparation and recoating of surfaces.
3. Containment of debris or materials used in or resulting from the repair.

After the maintenance plan is approved, the **AGENCY** shall submit a work plan to the **DEPARTMENT** for approval prior to each repair to be performed detailing:

1. The proposed date of the repair
2. The location of the repair
3. The nature of the repair
4. The materials to be used for the repair
5. The methods to be used for the repair

STAFF REPORT REGULAR MEETING

AGENDA DATE: June 6, 2023

DEPARTMENT: Financial Services

TITLE:

Ordinance No. 2023-09 – Second Reading - Revising the Finance Advisory Board (FAB)

SUMMARY:

The City Commission desired to revamp the FAB before the next round of appointments.

BACKGROUND AND JUSTIFICATION:

The Finance Advisory Board (FAB) was created by Ordinance 2010-03 on February 16, 2010. The City Commission tabled appointments to the FAB during the last round of board appointments on June 28, 2022, until the board could be reconfigured. At the April 17, 2023 work session, the City Commission reached consensus to revise the FAB and bring the revised Ordinance for approval at a regular City Commission meeting.

The revisions to the Ordinance include changing the number of members from seven (7) to five (5), cleaning up language regarding board member terms and adding wording for meetings and agendas. The ordinance was approved unanimously on first reading on May 16, 2023 with the addition of a requirement for members to file Form 1 financial disclosures.

MOTION:

Move to approve/disapprove Ordinance No. 2023-09 revising the Finance Advisory Board.

ATTACHMENT(S):

Ordinance 2023-09

ORDINANCE NO. 2023-09 OF THE CITY OF LAKE WORTH BEACH, FLORIDA, REVISING CHAPTER 2, ARTICLE XVII, SECTION 2-130 THROUGH 2-135 OF THE CODE OF ORDINANCES REGARDING THE CITY OF LAKE WORTH BEACH FINANCE ADVISORY BOARD; INCLUDING THE PURPOSE, DUTIES, MEMBERSHIP AND MEETINGS OF THE BOARD; PROVIDING FOR CODIFICATION; PROVIDING FOR REPEAL OF CONFLICTS, SEVERABILITY AND AN EFFECTIVE DATE

WHEREAS, it is the desire of the City Commission to solicit the recommendations of a group of citizens regarding the City's budget; and

WHEREAS, the City created a new Article XVII and Sections 2-130 through 2-135 of Chapter 2 of the Code of Ordinances by Ordinance 2010-03; and

WHEREAS, the City Commission desires to revise the previous ordinance as follows:

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

Section 1. Chapter 2, Article XVII of the Code of Ordinances is amended to read as follows:

Chapter 2

ADMINISTRATION

ARTICLE XVII. CITY OF LAKE WORTH BEACH FINANCE ADVISORY BOARD

Sec. 2-130. Creation of Finance Advisory Board; advisory function.

There is hereby created and established the City of Lake Worth Beach Finance Advisory Board to serve in an advisory capacity to the City Commission and the City Manager. The Board shall serve to promote transparency in the City of Lake Worth Beach's budget process and allow for additional citizen input on major financial decisions. The Board shall consult with and advise the City Manager and the City Commission in matters affecting the annual operating budget, capital improvement program and all financial policies.

Sec. 2-131. Duties.

It shall be the duty of the Finance Advisory Board to review and make recommendations to the City Commissioners regarding the City's annual budget and capital improvement program and perform such other duties and assignments as

requested by the City Commissioners or the City Manager, including but not limited to the following:

1. Review and recommend action relating to the City's Annual Comprehensive ~~Annual~~ Financial Report (ACFR) (~~CAFR~~), audits, investments and bond or other debt related instruments to be issued by the City.
2. Review and make recommendations on the rates and fees charged for City services.
3. Review and make recommendations on the City Manager's proposed annual budget.
4. Review and make recommendations on the City's proposed annual capital improvement program.

Sec. 2-132. Membership.

- (a) Number and composition of Board. The Finance Advisory Board shall consist of ~~seven (7)~~ five (5) members. Board members shall serve without compensation.
- (b) Appointment and terms of members.
 1. The City Commission shall appoint ~~seven (7)~~ five (5) resident members. ~~Initially the Commission shall appoint two (2) members to each serve a one year term, two (2) members to each serve a two year term and three (3) members to each serve a three year term. Following the initial appointment of members to the Board, t~~The City Commission shall annually appoint persons to fill the positions of members whose terms have expired vacancies on the board. ~~Members of the Board so appointed shall serve three year terms.~~
 2. Members of the Board serve at the pleasure of the City Commission and may be removed from the Board for any reason.
 3. If any member of the Board shall fail to be present at three (3) consecutive regularly scheduled meetings or at twenty (20) percent of the regularly scheduled meetings of the Board held within any 12-month period, the city clerk shall declare the member's office vacant, and the City Commission shall promptly fill such vacancy.
 4. If the position of a member becomes vacant for any reason, the City Commission shall appoint another person to serve the unexpired term of the vacated position.
- (c) Qualification of members. Whenever possible, the City Commission shall appoint members to the Board who have demonstrated expertise, training, education or experience in finance, accounting, business or related fields and are broadly representative of the social, racial, religious, linguistic, cultural and economic groups comprising the population of the City.

- (d) Disclosure of financial interests. Members of the Board shall be considered local officers and subject to disclosure of financial interests pursuant to Section 112.3145, Fla. Stat.

Sec. 2-133. Election of Board officers.

The Board shall elect its officers for a term of one calendar year, ~~not to exceed the member's appointed term.~~

- (a) Chairperson – Presides at meetings of the Board and makes presentations, written and oral, on behalf of the Board to the City Commission and the City Manager.
- (b) Vice-Chairperson – Performs the duties of the Chairperson in his/her absence.
- (c) Secretary – Records the minutes and attendance at each meeting.

Sec. 2-134. Meetings.

- (a) The Board shall meet as necessary or as requested by the City Commission or the City Manager; there shall be more meetings during the budget season.
- (b) A quorum for the conduct of business by the Board shall be not less than ~~four~~ three (3) members of the Board.
- (c) A majority of the members of the Board present at a meeting shall be necessary to make a determination required by the Board.
- ~~(e)~~ (d) The agenda shall be determined by the Board Chair and Staff liaison.
- ~~(e)~~ (e) Meetings of the Board shall be open to the public, and minutes shall be kept. A public record of the Board's minutes and resolutions shall be maintained and made available for inspection by the public.

Sec. 2-135. Duties of the City Manager.

It is the desire of the City Commission that the Board be empowered and enabled to provide meaningful advice and recommendations to the City regarding budgetary matters. To that end, the City Manager or designee is directed to provide guidance and assistance to the budget review as is necessary for the Board to accomplish its duties. The City Manager or designee shall act as liaison with the Board.

Section 2. Section 1 of this Ordinance shall be codified.

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. This Ordinance shall become effective ten (10) days after passage.

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

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

The Mayor thereupon declared this Ordinance duly passed on first reading on the 16th day of May, 2023.

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

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

The Mayor thereupon declared this Ordinance duly passed on the _____ day of _____, 2023.

LAKE WORTH BEACH CITY COMMISSION

By: _____
Betty Resch, Mayor

ATTEST:

Melissa Ann Coyne, City Clerk

STAFF REPORT REGULAR MEETING

AGENDA DATE: June 6, 2023

DEPARTMENT: Community Sustainability

TITLE:

Ordinance No. 2023-11 - First Reading – Approving a City-initiated Zoning Map amendment from Multi-Family Residential (MF-20) to Transit Oriented Development (TOD-E) for the properties located east of I-95, south of 2nd Avenue North, west of North A Street, and north of Lake Worth Road

SUMMARY:

The proposed City-initiated rezoning request would amend the zoning district on the subject properties from Multi-Family Residential (MF-20) to Transit Oriented Development (TOD-E). The proposed map amendments would be consistent with the current Future Land Use designation of Transit Oriented Development (TOD), and better reflect the historic mix of uses of the properties in this area. The rezoning includes the following properties located at: 1776 Lake Worth Rd, 1760 Lake Worth Rd, 1744 Lake Worth Rd, 1736 Lake Worth Rd, 1710 Lake Worth Rd, 1702 Lake Worth Rd, 115 N A St, 119 N A St, 125 N A St, 127 N A St, 129 N A St, 1743 2nd Ave N, 1753 2nd Ave N, 1757 2nd Ave N, & 1761 2nd Ave N 1.

BACKGROUND AND JUSTIFICATION:

The proposed Zoning Map amendment includes 15 parcels with a total acreage of approximately 8.96 acres. The area is identified in the City's Comprehensive Plan as the appropriate location for the TOD-E zoning district as consistent with Future Land Use Element Policy 1.1.2.10 (Locational Criteria for the Transit Oriented Development Designation). The amendment would reduce the non-conformities of use in the subject area, and is supported by and is consistent with the Comprehensive Plan and City Strategic Plan as described the attached advisory board staff report.

Non-conformities of use: Multiple properties in the subject area are currently non-conforming with regard to use and density. For example, office uses are not permitted in the MF-20- zoning district, and there are two existing non-conforming office/commercial buildings in the subject area. In these buildings, only business licenses for new businesses with the exact same use as previous tenants are able to be legally processed at this time. If the rezoning is adopted, then these office/commercial buildings would no longer be non-conforming, and applications for administrative and conditional uses permits consistent with the TOD-E zoning district could be legally processed. Further, approximately 4.63-acres of the 8.936-acre amendment area have existing multi-family residential development that exceeds the maximum density under the current MF-20 zoning district. This amendment would correct these non-conformities.

The **Planning & Zoning Board (PZB)** will consider this rezoning at their May 24, 2023 meeting. The PZB recommendation will be included in staff's presentation to the City Commission at the June 6, 2023 regular meeting.

MOTION:

Move to approve/disapprove Ordinance 2023-11 on first reading and schedule the second reading and public hearing for June 20, 2023.

ATTACHMENT(S):

Ordinance 2023-11
PZB Staff Report

ORDINANCE NO. 2023-11 OF THE CITY OF LAKE WORTH BEACH, FLORIDA, AMENDING THE CITY'S OFFICIAL ZONING MAP FROM THE ZONING DISTRICT OF MULTI-FAMILY RESIDENTIAL 20 (MF-20) TO TRANSIT ORIENTED DEVELOPMENT (TOD-E) ON THE PROPERTIES GENERALLY LOCATED, EAST OF I-95, SOUTH OF 2ND AVENUE NORTH, WEST OF NORTH A STREET, AND NORTH OF LAKE WORTH ROAD, AND AS MORE PARTICULARLY DESCRIBED IN EXHIBIT A; PROVIDING THAT CONFLICTING ORDINANCES ARE REPEALED; PROVIDING FOR SEVERABILITY; AND PROVIDING 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 corrective zoning map amendment to change the zoning district of the properties 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 properties described below from Multi-family Residential 20 (MF-20) to Transit Oriented Development (TOD-E), pursuant to the City of Lake Worth Beach Land Development Regulations and Comprehensive Plan; and

WHEREAS, on May 24, 2023, the City Planning and Zoning Board, sitting as the duly constituted Local Planning Agency for the City, recommended [REDACTED] 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 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.

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 fifteen (15) parcels of land (approximately 8.96 acres) more particularly described in **Exhibit A** is hereby designated Transit Oriented Development (TOD-E) on the City's Official Zoning Map.

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

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

Section 5. Severability. If any provision of this ordinance or the application thereof is held invalid by a court of competent jurisdiction, the invalidity shall not affect other provisions 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 6. Effective Date. This ordinance shall become effective 10 days after adoption provided there is no challenge.

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

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

The Mayor thereupon declared this ordinance duly passed on first reading on the _____ day of _____, 2023.

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 Christopher McVoy
Commissioner Sarah Malega
Commissioner Kimberly Stokes
Commissioner Reinaldo Diaz

The Mayor thereupon declared this ordinance duly passed on the _____ day of _____, 2023.

LAKE WORTH BEACH CITY COMMISSION

By: _____
Betty Resch, Mayor

ATTEST:

Melissa Ann Coyne, City Clerk

Exhibit A Property Location

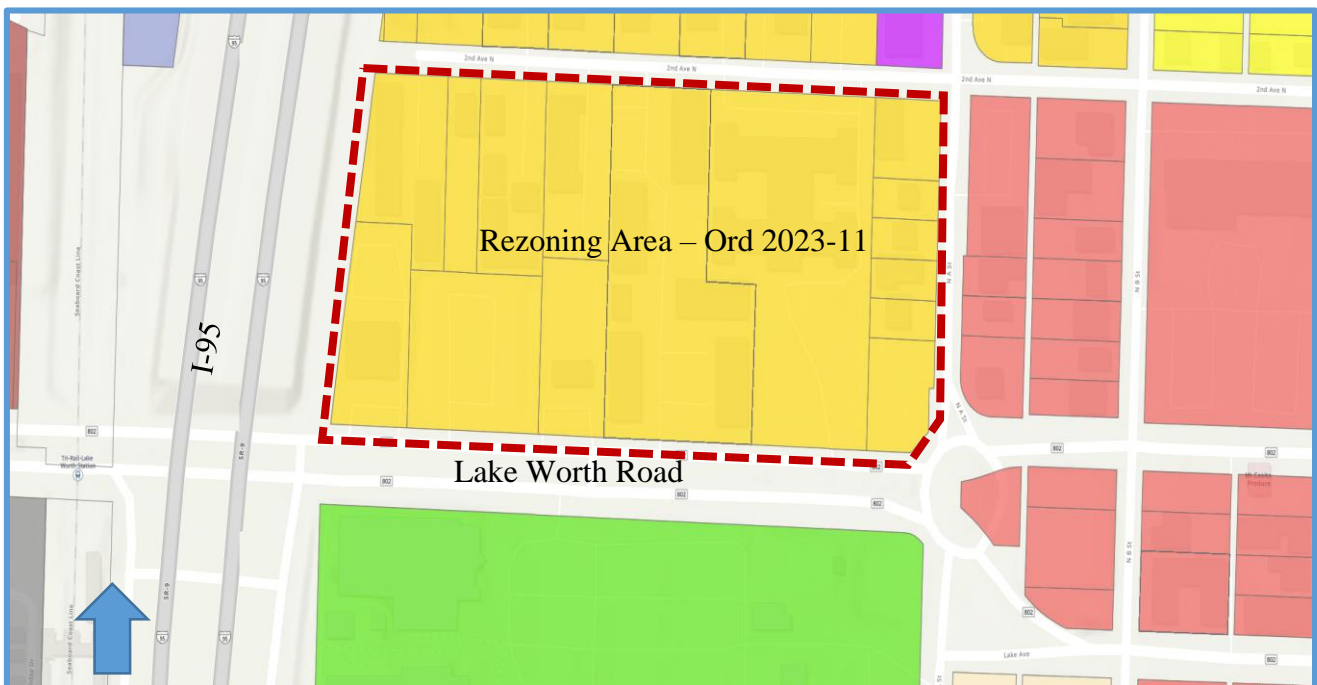
The City's Official Zoning Map shall be updated to designate the area described below as Transit Oriented Development (TOD-E). Thereby amending the zoning district from Multi-family Residential 20 (MF-20) to Transit Oriented Development (TOD-E).

Size: +/- 8.96 acres

General Location: The properties located east of I-95, south of 2nd Avenue North, west of North A Street, and north of Lake Worth Road.

PCNs:

- 38434421020350091 - 1776 Lake Worth Rd
- 38434421020350072 - 1760 Lake Worth Rd
- 38434421020350062 - 1744 Lake Worth Rd
- 3843442135 - 1736 Lake Worth Rd
- 38434421020350020 - 1710 Lake Worth Rd
- 38434421020350011 - 1702 Lake Worth Rd
- 38434421020350017 - 115 N A St
- 38434421020350016 - 119 N A St
- 38434421020350010 - 125 N A St
- 38434421020350013 - 127 N A St
- 38434421020350014 - 129 N A St
- 38434421020350061 - 1743 2nd Ave N
- 38434421020350071 - 1753 2nd Ave N
- 38434421020350081 - 1757 2nd Ave N
- 38434421020350082 - 1761 2nd Ave N 1



PLANNING AND ZONING BOARD REPORT

Ordinance 2023-11 (PZB 23-02900001): City-initiated Zoning Map amendment requesting a corrective rezoning to Transit Oriented Development TOD-E for consistency with the City's Future Land Use Map for the parcels located east of I-95, south of 2nd Avenue North, west of North A Street, and north of Lake Worth Road.

Transmittal Date: May 18, 2023

Meeting Date: May 24, 2023

Size: +/- 8.96 acres

General Location: South of 2nd Avenue South, east of I-95, north of Lake Worth Road and west of North A Street

Existing Land Use: Office (1.1 acres); Multi-family residential (6.45 acres); single-family (0.5 acres) and vacant/parking lot (0.91 acres)

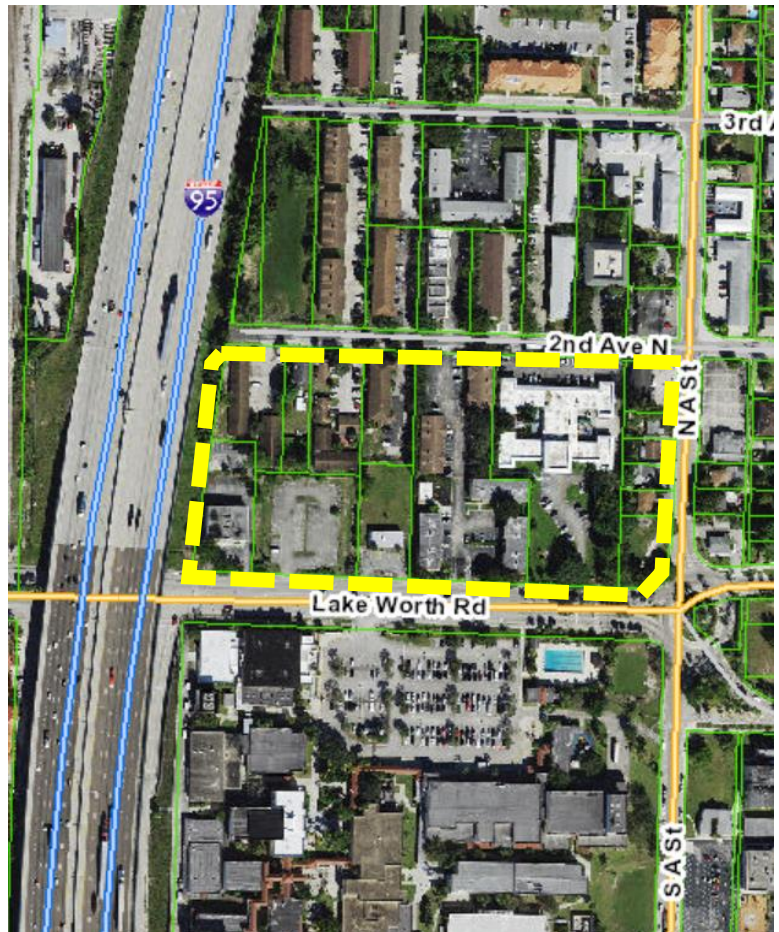
Future Land Use Designation: Transit Oriented Development (TOD)

Current Zoning District: Multi-family Residential 20 (MF-20)

Proposed Zoning District: Transit Oriented Development (TOD-E)

Addresses: 1776 Lake Worth Rd, 1760 Lake Worth Rd, 1744 Lake Worth Rd, 1736 Lake Worth Rd, 1710 Lake Worth Rd, 1702 Lake Worth Rd, 115 N A St, 119 N A St, 125 N A St, 127 N A St, 129 N A St, 1743 2nd Ave N, 1753 2nd Ave N, 1757 2nd Ave N, & 1761 2nd Ave N 1

Location Map



RECOMMENDATION

The proposed rezoning (Ordinance 2023-11) is consistent with the Comprehensive Plan, Strategic Plan, and the guidelines and standards found in the City of Lake Worth Beach Land Development Regulations (LDRs). Therefore, staff recommends that the Planning and Zoning Board recommends approval to the City Commission for the proposed rezoning request.

PROJECT DESCRIPTION

The proposed City-initiated rezoning request would amend the zoning district on the subject properties from Multi-Family Residential (MF-20) to Transit Oriented Development (TOD-E). The proposed map amendments would be consistent with the current Future Land Use designation of Transit Oriented Development (TOD), and better reflect the historic mix of uses of the properties in this area. The rezoning is supported by and are consistent with the Comprehensive Plan and City Strategic Plan as described in the respective Comprehensive Plan and Strategic Plan Analysis sections of this report.

The data and analysis section of this staff report for the concurrent Zoning Map amendment analyzes the proposed request for consistency with the City's Comprehensive Plan, Strategic Plan, and LDR Section 23.2-36(3) - Review Criteria for the rezoning of land.

COMMUNITY OUTREACH

Notification letters were sent out to the property owners of the properties included in the proposed rezoning on May 5, 2023. In addition, letters were sent out to all property owners within 400ft of the subject rezoning on May 10, 2023, and signs were posted along the perimeter of the rezoning area. Staff has not received letters of support or opposition for these applications from the subject property owners or the public.

BACKGROUND

The proposed Zoning Map amendment includes 15 parcels with a total acreage of approximately 8.96 acres. Multiple properties in the subject area are currently non-conforming with regard to use and density. For example, office uses are not permitted in the MF-20- zoning district, and there are two existing non-conforming office building in this area. These office buildings would no longer be non-conforming if this rezoning was adopted. Further, approximately 4.63-acres of the 8.936-acre amendment area have existing multi-family residential development that exceeds the maximum density under the MF-20 zoning district. This amendment would correct these non-conformities.

ANALYSIS

Consistency with the Comprehensive Plan and Strategic Plan

The subject property currently has a Future Land Use (FLU) designation of Multi-family Residential 20 (MF-20). Per **Comprehensive Plan Future Land Use Element Policy 1.1.1.8**, the Transit Oriented Development designation is established "to promote compact, mixed-use development near proposed or existing transportation infrastructure to encourage diversity in the way people live, work and commute. The maximum density of permitted residential development is 60 dwelling units per acre. The preferred mix of uses area-wide is 75% residential and 25% non-residential. All buildings are required to provide transitional buffering and design features to mitigate impact of the TOD sites adjacent to residential zoning districts." While the TOD designation has a broad range of implementing zoning districts, the historic uses in the amendment are non-conforming with the existing MF-20 residential zoning district. The intention is to change the zoning district of the properties from MF-20 to TOD-E to better reflect the existing use of the properties, and would increase the infill potential of the area with workforce housing.

Additionally, the proposed changes to the properties' zoning district are consistent with **Future Land Use Element Policy 1.1.2.10 (Locational Criteria for the Transit Oriented Development Designation)** as these properties are specifically identified in the policy as the intended location for the TOD-E district. **Future Land Use Element Goal 1.2 & Objective 1.2.2, which states:** "The City shall facilitate a compact, sustainable urban development pattern that provides opportunities to more efficiently use and develop infrastructure, land and other resources and services, and to reduce dependence on the automobile. This can be accomplished by concentrating more intensive growth within the City's mixed use, high density residential and transit-oriented development (TOD) areas." Approval of the rezoning request would allow for additional housing units to be constructed within walking distance of a bus stop (Route 61) and the Lake Worth Road Tri-Rail station. The subject area is also across the street from Lake Worth High School and could be a potential location for the future development of housing options for teachers.

The City's Strategic Plan sets goals and ideals for the City's future vision and lays out methods to achieve them. Pillar Two, Section B seeks to "Diversify housing options". Approval of the rezoning will allow infill with greater density, including the possibility of workforce housing. Pillar Four, Section D aims to "Influence the supply and expansion of jobs". The current zoning (MF-20) has limited opportunity for commercial uses. The rezoning to TOD-E will allow a greater mix of uses with the possibility of job creation, which is consistent with Pillar 4, Section A "Achieve economic and financial sustainability through a versatile and stable tax base. Therefore, it is staff's analysis that the proposed rezoning is consistent with the City's Strategic Plan.

Consistency with the City's Land Development Regulations

Rezoning of the subject sites would better reflect the current mix of uses in the amendment area and would also likely create new infill opportunities for housing and non-residential uses. Staff's full analysis of the rezoning review criteria is provided below. The analysis demonstrates that the proposed rezoning complies with the review criteria and that the required findings can be made in support of the rezoning.

Section 23.2-36(3): Review Criteria for the Rezoning of Land

The Department of Community Sustainability is tasked in the Code to review rezoning applications for consistency with the findings for granting rezoning applications in LDR Section 23.2-36 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 shall consider the rezoning 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 request to the City Commission.

The land development regulations require all rezoning requests without a concurrent FLUM Amendment be analyzed for consistency with **Section 23.2-36(3)**. Staff has reviewed the rezoning against this section and has determined that the rezoning complies with the following review criteria:

a. Consistency. Whether the proposed rezoning 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.

Analysis: As analyzed in the sections above addressing consistency with the City's Comprehensive Plan and Strategic Plan, and the analysis in this section, the proposed rezoning is consistent with the comprehensive plan and land development regulations. **Meets Criterion.**

b. Land use pattern. Whether the proposed rezoning amendment would be contrary to the established land use pattern, or would create an isolated zoning district 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 rezoning that would result in more desirable and sustainable growth for the community.

Analysis: The rezoning request will not be contrary or incompatible with the established land pattern as the TOD-E district reflects existing uses. The rezoning will not create an isolated zoning district unrelated to the adjacent and nearby classifications as reflected in the adjacent use analysis table below, and does not constitute a grant of special privilege to the petitioner as contrasted with the protection of the public welfare. The rezoning is proposed to match the existing area of the TOD on the City’s Future Land Use Map, and is consistent with the location policy in the comprehensive plan for the TOD-E zoning district (Future Land Use Element Policy 1.1.2.10). Below is a table outlining the existing zoning and future land use designations of adjacent properties. **Meets Criterion.**

| Subject Property FLU | Adjacent Direction | Adjacent Future Land Use Designations | Adjacent Zoning Districts | Existing Use |
|----------------------|--------------------|---------------------------------------|----------------------------------|--|
| TOD | North | Medium Density Residential | Multi-Family Residential (MF-20) | Multi-Family, Vacant, and Commercial |
| | South | Public | Public (P) | Lake Worth High School |
| | East | Mixed Use – East (MU-E) | Mixed Use – East (MU-E) | Across North A Street: Commercial, House of Worship, Single-family, and Multi-family |
| | West | N/A | N/A | I-95 ROW |

c. Sustainability: Whether the proposed rezoning 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.

Analysis: The rezoning request supports the integration of a mix of land uses consistent with smart growth and sustainability initiatives with an emphasis on complementary land uses and access to alternate modes of transportation. Approval of the rezoning request would reflect the existing mix of uses in the area. Further, the proposed rezoning would allow for a more efficient use of land as non-residential uses would be permitted to expand and residential density proximate to public transportation would increase allowing for greater infill housing opportunities with access to alternative modes of transportation. **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.

Analysis: This criterion is only applicable to requests to rezone land to a planned zoning district. As this request seeks approval to rezone the subject properties to a conventional zoning district and not a planned development district, this criterion does not apply. **Criterion not applicable.**

e. Compatibility: The application shall consider the following compatibility factors: 1. Whether the proposed rezoning 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. 2. Whether the proposed rezoning is of a scale which is reasonably related to the needs of the neighborhood and the city as a whole.

Analysis: The proposed rezoning would better reflect existing uses and would increase residential density in the area. As such, the rezoning is compatible with the current uses and is not anticipated to negatively affect property values.

Criterion not applicable.

f. Direct community sustainability and economic development benefits: For rezoning 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.

Analysis: The rezoning request does not include rezoning to a planned zoning district nor does it have a concurrent site plan application in review at this time. As such, this criterion is not applicable. **Criterion not applicable.**

g. Economic development impact determination for conventional zoning districts. For rezoning to a conventional zoning district, the review shall consider whether the proposal would further the 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.

Analysis: The proposed rezoning to the TOD-E zoning district will not result in a decrease in development intensity or density for the neighborhood. Further, the TOD-E would allow for new investment in existing non-residential uses, such as office, which are not permitted in the MF-20 zoning district. Therefore, the amendment would not decrease the number of uses with high probable economic development benefits. **Meets Criterion.**

h. 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.

Analysis: A master plan and site plan are not part of this request. **Criterion not applicable.**

The analysis has shown that the required findings can be made in support of the rezoning. Therefore, the proposed rezoning is consistent with the review criteria for rezoning as outlined in LDR Section 23.2-36.

CONCLUSION

The proposed rezoning is consistent with the purpose, intent, and requirements of the Comprehensive Plan and LDRs. Therefore, staff recommends that the Board recommend approval to the City Commission of the Zoning Map amendment based on the data and analysis in this report and the findings summarized below:

- The Zoning Map amendment is consistent with the proposed FLUM amendment;
- The amendment would reduce the non-conformities of use in the subject area; and
- The amendments are supported by and are consistent with the Comprehensive Plan and City Strategic Plan as described in the respective Comprehensive Plan and Strategic Plan Analysis sections of this report.

BOARD POTENTIAL MOTION:

I MOVE TO RECOMMEND APPROVAL OF Ordinance 2023-11 of the proposed amendment to the Zoning Map based on the data and analysis in the staff report and the testimony at the public hearing.

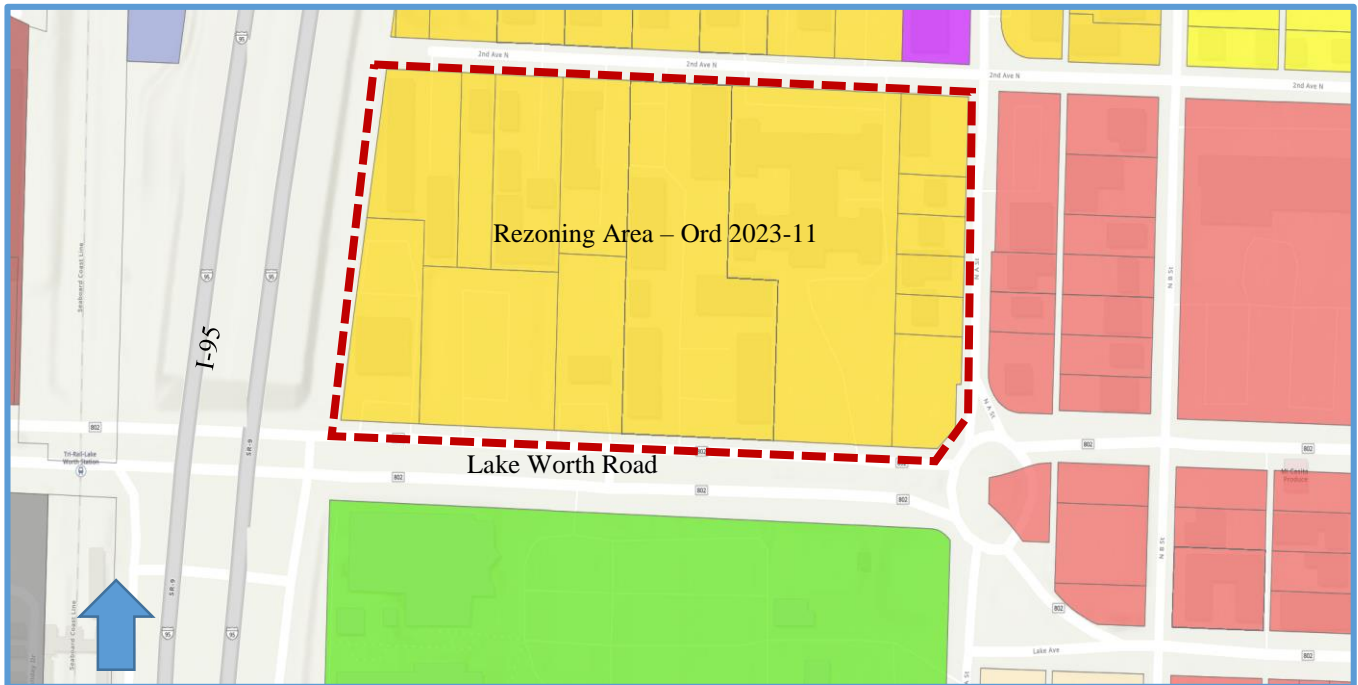
I MOVE TO NOT RECOMMEND APPROVAL OF Ordinance 2023-11 of the proposed amendment to the Zoning Map as the proposal is not consistent with the City's Comprehensive Plan and Strategic Plan for the following reasons [Board member please state reasons.]

Consequent Action: The Planning and Zoning Board will be making a recommendation to the City Commission on the Zoning Map amendment request.

ATTACHMENTS

- A. Location Map & Property List
- B. DRAFT Ordinance 2023-11

ATTACHMENT A
LOCATION MAP & PROPERTY LIST



LIST OF PROPERTIES INCLUDED IN ORDINANCE 2023-11

- 38434421020350091 - 1776 Lake Worth Rd
- 38434421020350072 - 1760 Lake Worth Rd
- 38434421020350062 - 1744 Lake Worth Rd
- 3843442135 - 1736 Lake Worth Rd
- 38434421020350020 - 1710 Lake Worth Rd
- 38434421020350011 - 1702 Lake Worth Rd
- 38434421020350017 - 115 N A St
- 38434421020350016 - 119 N A St
- 38434421020350010 - 125 N A St
- 38434421020350013 - 127 N A St
- 38434421020350014 - 129 N A St
- 38434421020350061 - 1743 2nd Ave N
- 38434421020350071 - 1753 2nd Ave N
- 38434421020350081 - 1757 2nd Ave N
- 38434421020350082 - 1761 2nd Ave N 1

STAFF REPORT REGULAR MEETING

AGENDA DATE: June 6, 2023

DEPARTMENT: City Attorney

TITLE:

Professional Services Agreement with Florida Atlantic University (FAU) for Housing Emergency Study and Policy Response Analysis

SUMMARY:

This Professional Services Agreement with FAU generally provides for FAU's analysis of the housing crisis in the City of Lake Worth Beach and its underlying causes, the effects such crisis has had on the City and its residents and neighborhoods, and recommendations for improving housing and addressing new housing laws.

BACKGROUND AND JUSTIFICATION:

The City issued Request for Proposal No. 23-200 for Housing Emergency Study and Rent Control Ordinance Analysis ("RFP"). Subsequent to the City's receipt of the FAU proposal received in response to the RFP, the Legislature adopted Senate Bill 102, also known as the "Live Local Act," which, effective July 1, 2023, prohibits local rent control ordinances ("Act"). During the City's continued negotiations with FAU regarding the terms and conditions of the Agreement and based upon the adoption of the Act, the Consultant submitted a revised scope of services which removed the rent control ordinance analysis and included additional services related to the Act and policy recommendations regarding short-term vacation rentals and accessory dwelling units. The revised scope of services includes the following research questions:

Question 1: Is there a housing emergency in the City of Lake Worth Beach? If so, what is its extent, scope, and nature? Consultant shall collect the data for housing costs relative to historical norms; relationship between housing costs and residents' economic means; incidence and level of cost-burden; incidence of eviction and payment delinquency; ability of support agencies to satisfy demand for housing services; incidence of substandard and/or dangerous housing and public perception of emergency.

Question 2: What effects have rising housing costs had on the health, safety, and welfare of Lake Worth Beach residents? Consultant shall collect the data on effects on residents' economic vitality and overall well-being; effects on neighborhood stability (displacement, gentrification, loss of community character); effects on community stability (labor shortages, school performance, public safety); incidence of detrimental housing outcomes (overcrowding, eviction, homelessness); incidence of exploitative and abusive landlord practices (illegal eviction, extraneous fees, price gouging, extortion).

Question 3: What are the underlying causes of housing unaffordability and distress in the City of Lake Worth Beach? Consultants shall analyze: population growth; real estate speculation; short-term vacation rentals; seasonal migration; growth management policies and land development regulations; county-level economic development and housing policy, rising insurance rates and macro-level factors (federal housing policy, supply chains, interest rates, etc.). Based on the findings, Consultant shall provide recommendations on policies related to short-term vacation rentals and accessory dwelling units.

Question 4: What measures would most improve housing conditions in the City of Lake Worth Beach? What housing policies would best protect the health, safety, and welfare of residents? Consultant shall analyze policy options and recommendations; anticipated impacts of policies and timelines for relief;

sequencing suggestions and recommended resources for affordable housing development and preservation.

Question 5: Consultant will analyze how bills drafted during the 2023 Florida Legislative Session will impact local housing conditions, develop recommendations for how the City can secure and utilize newly created resources for affordable housing development, and provide guidance on how the City can implement and comply with new state-level housing policies.

Milestones and timelines for the scope of services are continuing to be negotiated. FAU also submitted a revised budget which increased the \$5,000 contingency for translation services costs to include FAU's 31% indirect cost rate for a total of \$6,550.00. In addition to the contingency amount, the budget totals \$57,034.18. The parties are continuing to negotiate the final terms and conditions and will provide the final negotiated Agreement and its exhibits to the Commission prior to its meeting.

MOTION:

Move to approve/disapprove the Professional Services Agreement with FAU for Housing Emergency Study and Policy Response Analysis.

ATTACHMENT(S):

Fiscal Impact Analysis

Professional Services Agreement including Exhibit A "Scope of Services" & Exhibit B "Budget"

FISCAL IMPACT ANALYSIS

Five Year Summary of Fiscal Impact:

| Fiscal Years | 2023 | 2024 | 2025 | 2026 | 2027 |
|---|-------------|-------------|-------------|-------------|-------------|
| Inflows | | | | | |
| Current Appropriation | 0 | 0 | 0 | 0 | 0 |
| Program Income | 0 | 0 | 0 | 0 | 0 |
| Grants | 0 | 0 | 0 | 0 | 0 |
| In Kind | 0 | 0 | 0 | 0 | 0 |
| Outflows | | | | | |
| Operating | \$64,586 | 0 | 0 | 0 | 0 |
| Capital | 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 |

| | |
|--|----------------------|
| Contract Award - Existing Appropriation | |
| | Expenditure |
| Department | Legislative |
| Division | City Commission |
| GL Description | Contractual Services |
| GL Account Number | 001-1010-511.34-50 |
| Project Number | |
| Requested Funds | \$31,793.00 |

| | |
|--|----------------------|
| Contract Award - Existing Appropriation | |
| | Expenditure |
| Department | Legislative |
| Division | City Manager |
| GL Description | Contractual Services |
| GL Account Number | 001-1020-512.34-50 |
| Project Number | |
| Requested Funds | \$31,793.00 |

PROFESSIONAL SERVICES AGREEMENT
(Housing Emergency Study and Policy Response Analysis)

THIS PROFESSIONAL SERVICES AGREEMENT (“Agreement”) is entered on _____, by and between the **City of Lake Worth Beach**, a Florida municipal corporation (“City”) and **Florida Atlantic University Board of Trustees**, a public body corporate of the State of Florida with an address of 777 Glades Road, Boca Raton, FL 33431 (“Consultant”).

RECITALS

WHEREAS, the City issued Request for Proposal # 23-200 for Housing Emergency Study and Rent Control Ordinance Analysis (“RFP”) which is incorporated herein as if set forth in full; and,

WHEREAS, the Consultant submitted a proposal in response to the RFP to provide the services as described and set out in the RFP (“Proposal”), and said Proposal is hereby incorporated into this Agreement as if set forth in full herein; and,

WHEREAS, subsequent to the City’s receipt of the Proposal, the Legislature adopted Senate Bill 102, also known as the “Live Local Act,” which, effective July 1, 2023, prohibits local rent control ordinances (“Act”); and,

WHEREAS, during the parties’ negotiation of the terms and conditions of this Agreement and based upon the adoption of the Act, the Consultant submitted a revised scope of services and methodology which removed the rent control ordinance analysis and included additional services related to the Act and policy recommendations regarding short-term vacation rentals and accessory dwelling units (“Revised Scope”); and

WHEREAS, the Consultant is willing to provide experienced and qualified personnel to complete the Revised Scope in accordance with this Agreement, the RFP, and the Proposal (as amended by the Revised Scope); and,

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

WHEREAS, the City finds entering this Agreement with the Consultant serves a valid public purpose.

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

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

SECTION 2: CONSULTANT’S SERVICES. The Consultant shall provide consulting services to assist the City with developing a housing emergency study (Part 1) and policy response analysis (Part 2) in accordance with this Agreement, the Revised Scope (attached hereto as **Exhibit A** and incorporated herein), the Proposal (as amended by the Revised Scope) and the RFP. The City reserves the right to reduce or otherwise amend the scope of services upon providing at least thirty (30) days written notice to Consultant in advance of the scheduled time for the work to commence unless otherwise agreed to by the parties.

The Consultant’s approach in developing the study shall address the following questions and approach:

Question 1: Is there a housing emergency in the City of Lake Worth Beach? If so, what is its extent, scope, and nature? Consultant shall collect the data for housing costs relative to historical norms; relationship between housing costs and residents' economic means; incidence and level of cost-burden; incidence of eviction and payment delinquency; ability of support agencies to satisfy demand for housing services; incidence of substandard and/or dangerous housing and public perception of emergency.

Question 2: What effects have rising housing costs had on the health, safety, and welfare of Lake Worth Beach residents? Consultant shall collect the data on effects on residents' economic vitality and overall well-being; effects on neighborhood stability (displacement, gentrification, loss of community character); effects on community stability (labor shortages, school performance, public safety); incidence of detrimental housing outcomes (overcrowding, eviction, homelessness); incidence of exploitative and abusive landlord practices (illegal eviction, extraneous fees, price gouging, extortion).

Question 3: What are the underlying causes of housing unaffordability and distress in the City of Lake Worth Beach? Consultants shall analyze: population growth; real estate speculation; short-term vacation rentals; seasonal migration; growth management policies and land development regulations; county-level economic development and housing policy, rising insurance rates and macro-level factors (federal housing policy, supply chains, interest rates, etc.). Based on the findings, Consultant shall provide recommendations on policies related to short-term vacation rentals and accessory dwelling units.

Question 4: What measures would most improve housing conditions in the City of Lake Worth Beach? What housing policies would best protect the health, safety, and welfare of residents? Consultant shall analyze policy options and recommendations; anticipated impacts of policies and timelines for relief; sequencing suggestions and recommended resources for affordable housing development and preservation.

Question 5: Consultant will analyze how bills drafted during the 2023 Florida Legislative Session will impact local housing conditions, develop recommendations for how the City can secure and utilize newly created resources for affordable housing development, and provide guidance on how the City can implement and comply with new state-level housing policies.

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

SECTION 4: TERM, TIME AND TERMINATION.

(a) **Term.** The term of this Agreement shall commence upon the approval of this Agreement and shall be for the term necessary to complete all services as set forth in the Agreement and per agreed milestones unless earlier terminated as stated herein. The term may be extended by written agreement of the parties for further services related to those services identified herein.

(b) **Time for Completion.** Time is of the essence in the performance of this Agreement. The Consultant shall at all times carry out its duties and responsibilities as expeditiously as possible and in accordance with the project schedule milestones set forth below, subject to delays of force majeure and any delays in responses required to be provided by City:

Milestone 1 Consultant will provide provisional answers to Question #1 and Question #3 by September 4, 2023. Consultant's first report will provide guidance on the questions raised about the effects of short-term

vacation rentals on housing costs and the anticipated impacts of implementing an Accessory Dwelling Unit (“ADU”) program on housing affordability. This report will include the partial results to their questions about housing quality.

Milestone 2 Consultant will provide provisional answers to Question #5 by November 20, 2023.

Milestone 3 Consultant will submit its final report, which will contain answers to Question #2 and Question #4, by March 1, 2024. The final report will also update information that has changed since the submission of the original reports and, if necessary, modify previous recommendations and conclusions.

The Consultant shall be available to consult with the City Manager, Commissioners and City staff about housing-related issues on an as-needed basis throughout the study period.

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

(d) Termination without cause. The City may terminate this Agreement at any time with or without cause by giving not less than thirty (30) days written notice of termination. The Consultant shall be paid for services provided and documented through the date of termination. Upon early termination of this Agreement, the City shall pay all costs accrued by the Consultant as of the date of termination including non-cancelable obligations for the term of the Agreement, which shall include all appointments of research staff incurred prior to the effective date of the termination.

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

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

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

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

SECTION 5: COMPENSATION.

(a) Payments. The City agrees to compensate the Consultant for the services hereunder in accordance with the rate schedule set forth in **Exhibit "B"**; provided that, the total amount to be paid the Consultant under this Agreement shall not exceed **Fifty-Seven Thousand Thirty-Four Dollars and 18/100 (\$57,034.18)**. Since additional services for utilizing interpreters under this project may be necessary to complete the scope of work identified in Exhibit A, the City Manager or designee may authorize an additional **contingency amount of no more than Six Thousand Five Hundred Fifty Dollars (\$6,550.00)** to complete the scope. The contingency amount may be added to the Agreement through a written amendment signed by the parties before the CITY is responsible or liable for payment of any sums from the contingency amount to the Consultant. The City Manager or designee may sign such amendment on behalf of the City Commission. The City shall not reimburse the Consultant for any additional costs incurred as a direct or indirect result of the Consultant providing services to the City under this Agreement.

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

SECTION 6: NEGLIGENCE. The Consultant is a state agency and agrees to be responsible for its own negligence. The City agrees to be responsible for its own negligence. 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 the Consultant, nor shall this Agreement be construed as a waiver of sovereign immunity for the City or the Consultant beyond the waiver provided in section 768.28, Florida Statutes.

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

SECTION 8: PERSONNEL. The Consultant represents that it has, or will secure at its own expense, all necessary personnel required to perform the services under this Agreement. Such personnel shall not be employees of or have any contractual relationship with the City. All of the services required hereunder shall be

performed by the Consultant or under its supervision, and all personnel engaged in performing the services shall be fully qualified and authorized or permitted under federal, state and local law to perform such services.

SECTION 9: SUB-CONSULTANTS. The City reserves the right to accept the use of a sub-consultant or to reject the selection of a particular sub-consultant and approve all qualifications of any sub-consultant in order to make a determination as to the capability of the sub-consultant to perform properly under this Agreement. All sub-consultants providing professional services to the Consultant under this Agreement will also be required to provide their own insurance coverage identical to those contained in this Agreement.

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

SECTION 11: INSURANCE. The Consultant certifies that it holds general liability, automobile liability and worker's compensation insurance through the State Risk Management Trust Fund, established pursuant to section 284.30, Florida Statutes, and administered by the State of Florida, Department of Insurance. The limits of general liability and automobile liability are \$200,000 per person and \$300,000 per occurrence. The Consultant also certifies that it holds worker's compensation insurance as required by Florida law.

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

SECTION 13: LAW, VENUE AND 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. No remedy herein conferred upon any party is intended to be exclusive of any other remedy, and each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity or by statute or otherwise. No single or partial exercise by any party of any right, power, or remedy hereunder shall preclude any other or further exercise thereof.

SECTION 14: WAIVER OF JURY TRIAL. TO ENCOURAGE PROMPT AND EQUITABLE RESOLUTION OF ANY LITIGATION, EACH PARTY HEREBY WAIVES ITS RIGHTS TO A TRIAL BY JURY IN ANY LITIGATION RELATED TO THIS AGREEMENT.

SECTION 15: ACCESS AND AUDITS. The Consultant shall maintain adequate records to justify all payments made by the City under this Agreement for at least three (3) years after completion of this Agreement and longer if required by applicable federal or state law. The City shall have access to such books, records, and documents as required in this section for the purpose of inspection or audit with reasonable advance notice and during normal business hours, at the Consultant's place of business. In no circumstances will Consultant be required to disclose any confidential or proprietary information regarding its products and service costs, as defined in Section 35.

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

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

SECTION 18: SEVERABILITY. If any term or provision of this Agreement, or the application thereof to any person or circumstances shall, to any extent, be held invalid or unenforceable, to remainder of this Agreement, or the application of such terms or provision, to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected, and every other term and provision of this Agreement shall be deemed valid and enforceable to the extent permitted by law.

SECTION 19: PUBLIC ENTITY CRIMES. Consultant acknowledges and agrees that a person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier or sub-contractor under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, Florida Statutes, for CATEGORY TWO for a period of 36 months following the date of being placed on the convicted vendor list. The Consultant certifies that it and its affiliates who will perform hereunder have not been placed on the convicted vendor list within the 36 months immediately preceding the date hereof and will advise the City immediately if it becomes aware of any violation of this statute.

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

Administrative

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

Legal

Glen J. Torcivia, City Attorney
701 Northpoint Parkway, Suite 209
West Palm Beach, FL 33407
glen@torcivialaw.com

and if sent to the Consultant, shall be sent to:

Administrative

Florida Atlantic University
Attn. Evelyn Hall, Award Administrator, Office of Sponsored Programs
777 Glades Road, Building 104, Third Floor
Boca Raton, FL 33431
Email: ehall@fau.edu

Financial

Florida Atlantic University
Attn. Heather Saunders, Executive Director, Research Accounting
777 Glades Road, Building 104, Third Floor
Boca Raton, FL 33431
heather@fau.edu

Technical

Florida Atlantic University
Attn. Dr. Philip Lewin

777 Glades Road, CU 260
Boca Raton, FL 33431
lewinp@fau.edu

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

SECTION 21: ENTIRETY OF AGREEMENT. The City and the Consultant agree that this Agreement sets forth the entire agreement between the parties, and that there are no promises or understandings other than those stated herein. None of the provisions, terms and conditions contained in this Agreement may be added to, modified, superseded or otherwise altered, except by written instrument executed by the parties hereto.

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

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

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

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

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

SECTION 27: SURVIVABILITY. Any provision of this Agreement which is of a continuing nature or imposes an obligation which extends beyond the term of this Agreement shall survive its expiration or earlier termination.

SECTION 28: COUNTERPARTS. This Agreement may be executed in one or more counterparts electronically, 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.

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

SECTION 30: AGREEMENT DOCUMENTS AND CONTROLLING PROVISIONS. This Agreement consists of this Agreement, Exhibit A (Revised Scope), the Proposal (as amended by the Revised Scope) and the RFP. The parties agree to be bound by all the terms and conditions set forth in the aforementioned

documents. To the extent that there exists a conflict between the terms and conditions of these documents, the order of precedence shall be as follows: (1) Agreement; (2) Exhibit A; (3) Proposal; and (4) RFP. Wherever possible, the provisions of such documents shall be construed in such a manner as to avoid conflicts between provisions of the various documents.

SECTION 31: OWNERSHIP OF DELIVERABLES. The deliverables, work product, specifications, calculations, supporting documents, or other work products which are listed as deliverables by the Consultant in Exhibit “A” to the City shall be the property of the Consultant. The City is hereby granted a non-exclusive license to copy, distribute and use the same for its business purposes. The City accepts sole responsibility for the reuse of any such deliverables in a manner other than as initially intended or for any use of incomplete documents.

SECTION 32: PUBLICATION. Consultant will be free to present or publish the results of the Project including but not limited to, publication in scholarly journals, academic and other conference presentations, and disclosures in grant and funding applications, after providing the City with a thirty (30) day period in which to review each presentation or publication to identify patentable subject matter, and to identify any inadvertent disclosure of Confidential Information (hereinafter defined). If necessary, to permit the preparation and filing of U.S. patent applications, the City may agree to an additional review period not to exceed sixty (60) days. Any extension will require written agreement between the City and the Consultant.

Nothing in this section shall entitle the Consultant to disclose to others or publish any information disclosed to the Consultant by the City which is Confidential Information without the prior written approval of the City.

The Consultant will provide appropriate acknowledgement of City’s support for the Project.

SECTION 33: REPRESENTATIONS AND BINDING AUTHORITY. By signing this Agreement, on behalf of the Consultant, the undersigned hereby represents to the City that he or she has the authority and full legal power to execute this Agreement and any and all documents necessary to effectuate and implement the terms of this Agreement on behalf of the Consultant for whom he or she is signing and to bind and obligate such party with respect to all provisions contained in this Agreement.

SECTION 34: PUBLIC RECORDS. The Parties 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 Consultant does not transfer the records to the City.
- (d) Upon completion of this Agreement, transfer, at no cost, to the City all public records in possession of the Consultant or keep and maintain public records required by the City to perform the service. If the City requests that Consultant transfer all public records to the City upon completion of the Agreement, the Consultant may maintain one duplicate copy of all such public records. If the Consultant keeps and maintains public records upon completion of the Agreement, the Consultant shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the City,

upon request from the City's custodian of public records or designee, in a format that is compatible with the information technology systems of the City.

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

SECTION 35: CONFIDENTIAL AND PROPRIETARY INFORMATION.

"Confidential Information" is non-public information which is marked or identified in accordance with this section and owned or controlled by one party ("Disclosing Party") and disclosed to the other ("Receiving Party") in connection with this Agreement. The parties may share Confidential Information with each other pursuant to this Agreement and/or in connection with the Project. Confidential Information shall be clearly marked by the Disclosing Party as "Confidential Information" and furnished in writing or, if orally disclosed, reduced to writing within thirty (30) days of disclosure by the Disclosing Party. Confidential Information shall remain confidential for a period of three (3) years from the termination or expiration of the Agreement. Confidential Information shall not be used or disclosed to others by the Receiving Party except in furtherance of this Agreement. The foregoing obligations of non-use and non-disclosure shall not apply to:

- a. information which after disclosure is published or otherwise becomes part of the public domain through no fault of the Receiving Party;
- b. information which was in the possession of the Receiving Party at the time of disclosure, and was not acquired from the Disclosing Party under an obligation of confidentiality;
- c. information for which Disclosing Party provides written permission to disclose; or
- d. information the Receiving Party must disclose by court order or by law, the Florida public records law.

The Receiving Party shall endeavor to provide the Disclosing Party with notice prior to disclosure pursuant to Section 35.d. when possible, so that Disclosing Party may intervene to protect the confidentiality of the information.

SECTION 36: NO THIRD-PARTY BENEFICIARIES. There are no third-party beneficiaries under this Agreement.

SECTION 37: SCRUTINIZED COMPANIES.

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

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

(c) The Consultant agrees to observe the above requirements for applicable subcontracts entered into for the performance of work under this Agreement.

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

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

(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 38: E-VERIFY.

The Consultant represents it is a public employer under Section 448.095, Florida Statutes, and agrees to comply with the requirements applicable to public employers thereunder. The Consultant represents it is registered with and uses the E-Verify system to verify the work authorization status of all newly hired employees. The Consultant will require its contractors to register with and use the E-Verify system to verify the work authorization status of all newly hired employees and to perform the other obligations of contractors under Section 448.095, Florida Statutes.

REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK
SIGNATURE PAGE FOLLOWS

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement as of the day and year set forth above.

CITY OF LAKE WORTH BEACH, FLORIDA

ATTEST:

By: _____
Betty Resch, Mayor

By: _____
Melissa Ann Coyne, City Clerk

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY:

APPROVED FOR FINANCIAL
SUFFICIENCY

By: _____
Glen J. Torcivia, City Attorney

By: _____
Yannick Ngendahayo, Financial Services Director

CONSULTANT: **Florida Atlantic University Board of Trustees**

[Corporate Seal]

By: Miriam Campo
Miriam Campo
Assistant Vice President for Research

STATE OF FLORIDA)
COUNTY OF PALM BEACH)

THE FOREGOING instrument was acknowledged before me by means of • physical presence or • online notarization on this 24th day of May 2023, by Miriam Campo, as the Authorizing Official Florida Atlantic University Board of Trustees, a public body corporate of the State of Florida, who is personally known to me or who has produced _____ as identification, and who did take an oath that he or she is duly authorized to execute the foregoing instrument and bind the Consultant to the same.

Avis P. Cochran
Notary Public Signature
Avis P. Cochran

Notary Seal:

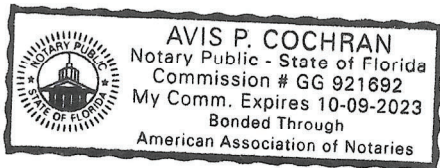


Exhibit A

Lake Worth Beach Emergency Housing Study and Policy Response Analysis

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Scope of Services

When carrying out this study, our team will address the following research questions:

- (1) **Is there a housing emergency in the City of Lake Worth Beach? If so, what is its extent, scope, and nature?** To address this question, we will collect data that allows us to analyze current housing costs relative to historical norms; the relationship between housing costs and residents' economic means; the incidence and level of cost-burden across the city; the incidence of eviction and payment delinquency across the city; the ability of support agencies to satisfy demand for housing services within the city; the incidence of substandard and/or dangerous housing in the city; and whether public perception of an emergency exists.
- (2) **What effects have rising housing costs had on the health, safety, and welfare of Lake Worth Beach residents?** To address this question, we will collect data that allows us to analyze how housing costs have affected residents' economic vitality and overall well-being; neighborhood stability (displacement, gentrification, loss of community character); community stability (labor shortages, school performance, public safety); the incidence of detrimental housing outcomes (overcrowding, eviction, homelessness); and the incidence of exploitative and abusive landlord practices (illegal eviction, extraneous fees, price gouging, extortion).
- (3) **What are the underlying causes of housing unaffordability and distress in the City of Lake Worth Beach?** To address this question, we will collect data that allows us to analyze how the following factors have impacted housing costs: population growth; real estate speculation; short-term vacation rentals; seasonal migration; growth management policies and land development regulations; county-level economic development and housing policy; rising insurance rates; and macro-level factors (federal housing policy, supply chains, interest rates, etc.). Based on the findings, we will provide recommendations on policies related to short-term vacation rentals and accessory dwelling units.
- (4) **What measures would most improve housing conditions in the City of Lake Worth Beach? What housing policies would best protect the health, safety, and welfare of residents?** To address this question, we will analyze policy options and recommendations;

anticipated impacts of policies and timelines for relief; sequencing suggestions; and recommended resources for affordable housing development and preservation.

- (5) **How will bills drafted during the 2023 Florida Legislative Session impact local housing conditions?** To address this question, we will develop recommendations for how the City can secure and utilize newly created resources for affordable housing development and provide guidance on how the City can implement and comply with new state-level housing policies.

Methodology for Question #1: Is there a housing emergency in the City of Lake Worth Beach? If so, what is its extent, scope, and nature?

To address this question, we will analyzing the following factors: how housing market conditions map onto the economic means of local households; how recent increases in housing expenses compare to historical norms; the number of households that face difficulty covering their housing expenses, or that allocate an unsustainable portion of their earnings to housing costs; the number of households that are at risk for eviction; the deleterious effects housing costs have had on household welfare and community stability (e.g., displacements, evictions, homelessness, overcrowding, malaise, social conflict, etc.); the degree to which private enterprise is meeting housing demand; the degree to which local housing agencies and organizations are satisfying demand for services; and the effectivity of existing affordable housing programs.

When carrying out our analysis and making our determination, we anticipate utilizing the following the measurements and procedures:

- (1) **Social and Economic Characteristics:** Drawing from the American Community Survey (ACS), Decennial-Census data, and ArcGIS data, we will generate descriptive statistics about Lake Worth Beach residents' social and economic characteristics and compare them to the profile for Palm Beach County as a whole. When creating our profiles, we anticipate compiling the following information into our report:

- Income distribution
- Occupational distribution
- Incidence and rate of poverty
- Incidence and rate of public assistance usage
- Incidence and rate of homeownership
- Distribution of educational attainment
- Racial and ethnic distribution
- Incidence and distribution of disability status
- Age distribution
- Family and household size distribution
- Commuter profile (i.e., how many residents work in the city; how far they commute on average; and how many people commute into the city)

These data will provide a basic portrait of who lives in Lake Worth Beach, the economic status of typical residents, the housing needs of typical residents, and how their economic characteristics and needs compare to those of the broader county's.

(2) Distribution of Housing Options: Drawing from ACS and Decennial Census data, Florida Housing Data Clearinghouse data, Housing Authority records, and City/County building and public meeting records, we will generate descriptive statistics about the housing options that are available in Lake Worth Beach. We anticipate compiling the following information into our report:

- Distribution of housing units by size (i.e., number of rooms)
- Distribution of single- vs. multi-family units
- Distribution of occupied vs. vacant units
- Distribution of owner-occupied vs. rental units
- Distribution of market-rate, workforce, affordable, and public housing options in the city
- Number of residents receiving Housing Choice Vouchers
- Ratio of market-rate to non-market housing
- Number and type of units that developers have recently built
- Number and type of units that are currently under construction
- Number and type of units that developers are currently planning

Collectively, these data will enable us to determine if there is a housing shortage; how severe the shortage is; the types of units that are lacking or oversupplied; and whether recent and planned production is addressing critical areas of need. It will also allow us to compile a list of the non-market housing options that are available in Lake Worth Beach, report on the populations they serve, and determine if they adequately meet demand.

(3) Housing Quality: Drawing from ACS data, Decennial Census data, American Housing Study (AHS) data, Palm Beach County parcel data, LWB code compliance records, county eviction records,¹ Palm Beach County's 2021 Affordable Housing Assessment, permitting records, interviews with city planners and code enforcement officers, interviews with residents, and field observations, we will assess the quality of the city's housing stock.

We anticipate compiling the following information about housing quality into our report:

- Descriptive statistics regarding the age and physical characteristics of the city's housing stock (estimated with ACS and Decennial Census data)

¹ Landlords often initiate evictions when tenants withhold rent due to poor housing quality and unaddressed maintenance requests. Although not a valid defense unless rents have been deposited into a court ledger, many tenants document the maintenance problems that are present in their units when filing affirmative defenses to eviction complaints.

- The approximate number of abandoned, distressed, and/or uninhabitable units in the city (estimated with ACS data, Census data, code enforcement data, and interview responses)²
- Neighborhoods in which distressed properties and blight are concentrated (estimated via low property values, property characteristics, vacancy rates, code and fire violations, interviews, and field observations)
- The most common maintenance and safety hazards that affect local households (e.g., rodents, insects, mold, leaks, etc.) (estimated via code compliance records, interviews, and field observations)
- Differences in housing quality between owner-occupied and rental housing units (estimated via code compliance records, interviews, and field observations)
- The relationship between rising housing costs and housing quality (estimated via building permits, code compliance records, interviews, eviction records, and field observations)³

Collectively, these data will allow us to estimate the number of residents who are living in housing that is unsafe, inadequate, or undignified; the number of units that would benefit from redevelopment; and whether rising home values and rents have translated into physical improvements to the City's housing stock.

Such data will help us determine whether a housing emergency is present, because diminution of quality is a core indicator of exploitation and inflation; because code non-compliance threatens public health, safety, and welfare; and because condemnations in cases of severe inadequacy lead to displacement.

(4) Current Home Values and Sale Prices relative to Historical Trends: Drawing from recent transaction data from the Palm Beach County Property Appraiser (PAPA), the Zillow Home Value Index (ZHVI), and the FAU Beracha and Johnson Housing Market Ranking, we will generate descriptive statistics about current home ownership market conditions in Lake Worth Beach. We will compare these figures to historical trends to

² When making our assessments, we will draw from the "housing adequacy" standards that the Department of Housing and Urban Development (HUD) has established, which set criteria for "severely inadequate," "moderately inadequately," and "adequate" dwellings.

³ To analyze this relationship, we will draw from a sample of recent PAPA transaction records, code compliance records, building permit records, and Zillow listings to determine whether price appreciation-whether in sales prices or rents-has translated into measurable improvements to overall housing quality (e.g., a reduction in code violations, an accretion in applications for major improvement projects, visible cosmetic improvements based on archived Zillow listings, etc.).

analyze the degree to which they deviate from normative expectations and represent manageable versus excessive appreciation.

We anticipate compiling the following information into our report:

- The median value of all units within the city
- The median and average sale prices for real estate transactions that have occurred during the past three years
- The median and average listing prices for units that are currently for sale
- The rate of appreciation in sales prices in recent years
- The degree to which wages and salaries have kept pace with price appreciation
How recent price increases compare to historical norms
- The prices that would be affordable to residents based on their household size and income level

These data will enable us to estimate how much residents are paying in rent, how much their rents have increased in recent years, whether the increases conform to normal expectations, and whether they are affordable.

(5) Current Rental Prices relative to Historical Trends: Drawing from the Zillow Observed Rent Index (ZORI) and the ACS, we will generate descriptive statistics about current rental market conditions in Lake Worth Beach. We will compare these figures to historical trends to analyze the degree to which they deviate from normative expectations and represent manageable versus excessive appreciation.

We anticipate compiling the following information into our report:

- The average listing price for current rentals
- The median listing price for current rentals
- Median listing prices for current listings by number of bedrooms
- The median rental price for leased units
- The median rental price for leased units by number of bedrooms
- The rate of appreciation in rental prices in recent years
- The degree to which wages and salaries have kept pace with rental appreciation
- How the increases compare to historical norms

These data will enable us to estimate how much residents are paying in rent, how much their rents have increased in recent years, whether the increases conform to normal expectations, and whether they are affordable.

(6) Rental Stress and Affordability Standards: Drawing from the data we collect for the questions listed above, we will estimate the number and ratio of "cost-burdened" and "severely cost-burdened" households in Lake Worth Beach by analyzing the city's median income against its median gross rent (or combined mortgage payment). We will base our

calculations on the benchmarks set by the Department of Housing and Urban Development (HUD), which defines households that spend more than 30 percent of their earnings as cost-burdened, and households that spend more than 50 percent as severely cost-burdened.

Drawing from U.S. Health and Human Services (HHS) data, Bureau of Labor Statistics (BLS) data, American Automobile Association (AAA) data, U.S. Department of Agriculture (USDA) data, financial assessment data collected by Palm Beach County's Securing Our Future Initiative, and Emergency Rental Assistance (ERA) application data, we will also estimate how much money different types of L WB households expend on childcare, food, transportation, healthcare, and miscellaneous costs in a typical month. Using Pearce and Brooks' (2001) *Self-Sufficiency Standard*, we will then calculate affordable rental rates for Lake Worth Beach based on these calculations (by household size).⁴

Collectively, we anticipate compiling the following information into our report:

- Number and percentage of cost-burdened households
- Number and percentage of severely cost-burdened households
- Affordable rental rates in Lake Worth Beach based on household size and income level
- Number and ratio of current market listings that satisfy affordability standards
- Number and ratio of current market listings that qualify for federal housing assistance based on HUD Fair Market Rent

These figures will indicate the rents that Lake Worth Beach households can afford, how many residents are devoting an unsustainable portion of their earnings to housing costs, and whether low-income renters can fully utilize demand-side housing assistance programs such as Section 8 vouchers in the city.

(7) Payment Delinquency and Eviction Risk: Drawing from the HPS, ERA application data, Emergency Utility Assistance (EUA) application data, PBC eviction filings, legal assistance application data from Florida Rural Services and Legal Aid of Palm Beach County, and other sources, we will estimate the number and ratio of households that are currently delinquent on their rent or mortgage; the number of evictions that the CDC's 2020-2021 eviction moratorium, and the county's federally funded emergency assistance

⁴ These grounded calculations of affordability are important, because many housing experts believe that HUD's fair market rent and 30 percent benchmark overestimate the monthly payments that low-income households can afford after covering their other living expenses (Stone 2006; PDR Edge 2017). By calculating them, we will be able to determine the monthly housing costs low-income and very low-income households can practically afford, compare these values to actual market conditions and fair market rent values, and assess whether existing housing conditions are meeting residents' needs.

programs, have prevented; and the number of LWB residents who face imminent risk of eviction in the near future.

In sum, we anticipate compiling the following information into our report:

- Number of residents who required Emergency Rental Assistance
- Number of residents who required Emergency Utility Assistance
- Number of residents who were served with eviction complaints
- Number of residents who received pro-bono legal aid related to eviction
- Number of residents who, in recent times, were delinquent on their rent or mortgage
- Number of residents who believe they are likely to be evicted in the near future

These data will allow us to estimate the number of local households that are at risk for eviction and utility disconnection due to being unable to cover their housing expenses. They will also us to forecast how expiration of the county's ERA program will affect the future incidence of eviction in Lake Worth Beach. These data are important, because they will provide insight into the ramifications of inaction once social supports are removed.

(8) Need and Availability of Housing Support: Drawing from Palm Beach County Housing Authority and Human Services data, we will assess whether government and non-government organizations across the city possess the resources that are needed to assist people facing housing insecurity. To do so, we will compare Housing Choice Voucher (Section 8) applications to approvals, shelter stay requests to approvals, and public/workforce housing applications to approvals. We will also draw from our interviews with housing agency leaders to assess their capacity for assisting vulnerable residents in the future and determine the resources they would need to maximize their effectiveness.

Lastly, we will draw from city and county records to assess the reach of current county and state programs oriented around facilitating ownership among low/moderate-income households-that is to say, whether price limits, financing options, and down payment assistance programs map onto the needs and capacities of low-income residents.

(9) Public Perception of Emergency: Drawing from interviews with commissioners, interviews with community members, commentary on online neighborhood forums, local media stories about housing, and documented instances of housing-related activism (e.g., petitions, rallies), we will assess whether Lake Worth Beach residents subjectively perceive the presence of a housing emergency. These data are important, because collective perception of a crisis can amplify real estate speculation, rent hikes, and displacement. Future price expectations shape behavior and are a core driver of inflation. Therefore, determining whether emergency conditions are present must take public consciousness into account.

After collecting and analyzing these data, we will synthesize our findings into a report. Our report will definitively detail whether the city faces a housing emergency, whether existing housing arrangements meet residents' needs and capacities, and how the city's housing arrangements could be brought into line with residents' needs and capacities.

Methodology for Question #2: What effects have rising housing costs had on the health, safety, and welfare of Lake Worth Beach residents?

To answer this question, we anticipate examining the following factors:

- (1) Overcrowding:** Drawing on ACS data, we will analyze the extent of overcrowding in Lake Worth Beach by measuring the incidence and rate of households wherein more than one person lives in the same room. We will supplement these data with interviews to determine if, and how, price adaptations such as "doubling-up" are affecting the well-being of residents.⁵
- (2) Eviction:** Using Palm Beach County court filings, we will tabulate the number of evictions that have occurred in the city over the past three years and estimate the city's eviction rate. When doing so, we will control for the effects of the eviction moratorium and ERA program that were passed in 2020 and 2021. To do this, we will analyze evictions trends by month, denote months in which moratoriums were present, and compare monthly eviction tallies to the number of ERA applications/approvals that were filed during the corresponding period.

We will also analyze the responses that tenants have submitted to eviction notices, conduct interviews with selected tenants who have been evicted or who currently face eviction, and interview attorneys who regularly represent eviction clients in court. These data will provide insight into the reasons landlords are evicting, the circumstances under which evictions are occurring, and the outcomes residents who get evicted face.

The study will benefit from these data for two reasons. First, previous housing studies, such as Orange County's May 2022 Rent Stabilization Analysis (GAI Consultants 2022), have raised doubts about the relationship between prices and eviction due to limited data collection efforts. By analyzing eviction cases, we can factually determine whether price appreciation has led, or is leading, to higher eviction rates across the city. Second, researchers have shown that eviction is not simply a consequence of poverty, but a cause of it that also brings about adverse physical and mental health outcomes (Desmond 2016).

- (3) Homelessness:** Drawing from Palm Beach County Human Services and School District data—including shelter intake records, shelter stay requests, McKinney-Vento Program surveys, and point-in-time counts—we will estimate the number of city residents who are literally homeless; living in a motel, car, shelter, park, or substandard dwelling; or sharing

⁵ This is one of the key measures the Census Bureau employs to estimate this phenomenon.

the housing of others due to financial hardship. We will then analyze how price spikes have affected these figures by examining how recent figures compare to historical trends.

We will supplement this analysis by conducting targeted interviews with leaders from agencies that assist people facing housing insecurity (e.g., Dare to Care, the Burrito Project, Adopt-a-Family, the Lord's Place, Goodwill of Palm Beach County, and PBC Housing Authority). More importantly, we will interview people who are currently living in unconventional situations (e.g., cars, campers, or hotels), overcrowded conditions, and transient situations (i.e., couch-surfing). Together, these quantitative and qualitative data will provide insight into the causes and consequences of housing insecurity in Lake Worth Beach—including whether pricing has increased homelessness and/or damaged social security through other mechanisms.

(4) Displacement and Labor Shortages: By conducting interviews with residents and realtors—and analyzing the content of housing-related stories in local media, housing-related posts in online neighborhood forums, and responses to eviction filings—we will study whether rising housing costs have forced people to leave the city. We will also conduct interviews with local businesses, government agencies, and non-profits to determine if rising housing costs have negatively affected their ability to recruit and retain workers. Finally, we will draw from ACS data, Decennial Census data, and PBC Schools data to determine if rising housing costs have displaced students from local schools and/or pushed low-income households out of Lake Worth Beach neighborhoods.

(5) Gentrification and Neighborhood Change: Drawing from ZORI data, ZHVI data, parcel data, school enrollment and homelessness data, and ACS/ Decennial Census data at the tract and block group levels, we will identify the neighborhoods within the City of Lake Worth Beach where price appreciation has been most concentrated; examine the demographic and socioeconomic changes that price appreciation has caused in them; and chart differences in the absolute number and ratio of owner-occupied to rental housing units in them over time. Thereafter, we will conduct interviews with residents across different City neighborhoods to determine how housing market changes have impacted their feel and character.

We anticipate analyzing neighborhood-level changes over the past three to four years on the following metrics:

- Demographic characteristics (race, family type, and earnings) Household size
- Educational attainment
- Median gross rent
- Median home value

These data will allow us to make inferences about the following questions:

- In what neighborhoods have property values and rents increased most rapidly?

- In what neighborhoods have property values remained stable?
- In what neighborhoods, if any, have property values declined?
- Which neighborhoods have experienced the most change?
- What neighborhoods are at risk for gentrification?
- Are housing conditions driving certain groups—for example, low-income households, minority households, or family households—out of their homes? Are members of such groups disenrolling from local schools and/or exhibiting higher rates of homelessness?

Collectively, these data will allow us to determine if rising housing prices are having a menacing effect on neighborhood stability, neighborhood character, and neighborhood schools.

- (6) Crime:** Drawing on interviews with residents and law enforcement officers, we will examine whether rising housing costs, and the economic distress associated with them, have increased the prevalence of crime within the city.
- (7) Secondary Effects on Health, Safety, and General Welfare:** To examine how changing housing market conditions have affected the health, safety, and welfare of Lake Worth Beach residents, we will interview a diverse cross-section of LWB residents about how their housing costs, living conditions, economic security, and general welfare have changed over the past several years. When selecting respondents, we will place emphasis on the following groups: residents who are cost-burdened, residents who have been displaced and/or rendered homeless, residents who have experienced problems with their landlords, social service/non-profit workers who have assisted individuals facing housing insecurity, and city officials who are actively working on housing issues (e.g., the commissioners, CRA board members, city staff, etc.).

To identify city residents who meet these criteria, we will employ the following recruitment methods:

- a) making contact with local non-profits that provide housing assistance, such as the Guatemalan-Maya Center, Florida Rural Services, Legal Aid Palm Beach County, and Adopt-a-Family
- b) canvassing of low-income rental neighborhoods
- c) utilizing contacts at the PBC Department of Human Services and PBC Housing Authority
- d) contacting local realtors
- e) reviewing public eviction records

- f) reviewing public comments made during LWB commission meetings (many residents have spoken about their hardships, and their names/addresses are available via the meeting recordings)
- g) reviewing signatories to and comments on the city-wide petition calling for declaration of a housing crisis state of emergency
- h) contacting LWB residents who have attended or plan to attend upcoming tenants' rights and tenants' town hall meetings
- i) contacting residents who are attempting to form tenant' unions in response to rent increases and poor living conditions
- j) reviewing social media posts about housing distress in local community groups
- k) utilizing snowball sampling based on the previous sources.

We will also monitor public/private meetings (e.g., commission sessions, neighborhood associations, and housing justice groups) and online neighborhood forums to determine how residents are talking about housing in the community. Our field observations will allow us to verify residents' interview claims and identify forms of exploitation and hardship that residents take for granted due to routinization.

After collecting and analyzing these data, we will write a detailed report documenting the effects rising costs and changing housing conditions have had on Lake Worth Beach residents. The report will discuss the frequency of housing-related problems across the city (e.g., financial distress, emotional distress, inadequacy, gentrification, displacement, overcrowding, extortion, increase of rents without legal process, eviction, loss of permanent shelter, diminution of health, etc.) and document the threats that housing conditions currently or will pose to residents in the future.

Methodology for Question #3: What are the underlying causes of the housing crisis in Lake Worth Beach?

After assessing the secondary impacts that rising housing costs have had on the city, we will examine the causes of the housing crisis—that is to say, the primary factors that are driving rapid price appreciation, blocking access to housing, and undermining housing equity.

Although our analysis will ultimately be inductive, we will give special attention to how the following factors have impacted local housing conditions: (a) population growth, (b) real estate speculation, (c) the diffusion of short-term vacation rentals; (d) seasonal migration; (e) rising insurance rates; (f) local community redevelopment initiatives, growth management policies, and land development regulations; (g) county-level economic development and housing policy; and (h) macroscopic factors such as federal housing policy, supply chain disruptions, and inflation.

When conducting our analysis, we anticipate employing the following procedures:

- (1) **Population growth:** Drawing from ACS and Decennial Census data, we will compare recent rates of population growth to previous rates of growth to determine if they have contributed to rapid price appreciation.
- (2) **Real Estate Speculation, Rental Appreciation, and Disinvestment:** Drawing from PAPA data, Zillow data, code enforcement records, and eviction records, we will analyze the characteristics of recent real estate transactions in Lake Worth Beach, and whether recent investment activities has affected the price, quality, and security of local rental units. We anticipate examining the following specific factors:
 - Who has been purchasing properties in Lake Worth Beach (e.g., large commercial real estate firms, small landlords, individual homebuyers, etc.)
 - What neighborhoods real estate speculation has been concentrated in
 - Whether recently purchased properties are being used for occupancy, rentals, or speculation
 - Whether certain landlord types (e.g., large real estate firms, small LLCs, etc.) are more likely to raise rents, impose extraneous fees, and/or evict
 - Whether certain landlord types are more likely disinvest from their properties and/or violate city codes
 - What groups have been most affected by real estate speculation

Collectively, these data will allow us to determine if speculation has substantially contributed to price appreciation, if it has reduced the quality and safety of rental units, and if it has contributed to social problems such as eviction and homelessness.

- (3) **Short-term vacation rentals:** Drawing from proprietary data sources (e.g., the market research firm AirDNA), we will examine the incidence of short-term vacation rentals in the city, and we will map where they are concentrated in the city. We will compare these data to PAPA and Zillow data to determine if increased short-term vacation rental activity has contributed to cost appreciation. We will also examine where the effects of short-term vacation rentals have been concentrated.
- (4) **Seasonal Migration:** Drawing from ACS data, we will examine trends in seasonal homeownership. Our analysis will estimate the number of seasonal residences in the city and how much seasonal residency has increased over time. We will attempt to identify if high rates of seasonal homeownership increase rents and sales values at the neighborhood level.
- (5) **Rising Insurance Rates:** To gauge the effects of rising insurance rates on rents, we will conduct interviews with a sample of insurance brokers, real estate agents, and landlords. By populating a sample of cases, we will attempt to identify the degree to which landlords pass these costs onto renters. We will also draw from proprietary data sources

(e.g., Policy Genius) to estimate the degree to which home insurances premiums have increased in Lake Worth Beach over the past several years.

- (6) Local development and land use policy:** To gauge how City-level policies have impacted housing conditions, we will review LWB's Strategic Plan, the CRA's Redevelopment Plan, the CRA's Cultural Master Plan, and recent development projects the City has approved, denied, and/or proposed. We will then evaluate the policies by employing the Municipal Scorecard for Affordable Housing Delivery Model (FIU Metropolitan Center 2008) and summarizing their effects on housing conditions (i.e., to what degree do/have they protected tenants and homeowners, preserved existing affordable housing and neighborhoods, and facilitated the development of new affordable housing). We will supplement these data by interviewing members of relevant departments and agencies, including the CRA, commission, and Department of Community Sustainability.
- (7) County-level economic development and housing policy:** To gauge how County-level economic development and housing policy has impacted local housing conditions, we will review the Housing and Future Land Use Elements of Palm Beach County's Comprehensive Plan, the HUD-Consolidated Plan for PBC, Palm Beach County's Consolidated Annual Performance and Evaluation Report, and the recent initiatives of the County's Business Development Board. We will then evaluate the policies by employing the Municipal Scorecard for Affordable Housing Delivery Model and summarizing their effects on local housing conditions (i.e., to what degree do/have they protected tenants and homeowners, preserved existing affordable housing and neighborhoods, and facilitated the development of new affordable housing).
- (8) Macroscopic factors:** Drawing from recently housing policy scholarship, we will summarize the results of recent analyses of how macroscopic economic trends and federal housing policy have impacted housing conditions. Based on our findings, we will make inferences about how these macro-level factors have impacted local housing conditions.

In sum, we will provide a nuanced report on the origins of and contributing factors to the housing crisis and the primary impediments to improvement (including the production and renovation of housing units that serve low- and moderate-income households). While accounting for broader factors—including federal housing policy decisions and funding levels, to interest rates and inflation, to the investment strategies of private equity firms, to population trends, to problems in the insurance market—we will emphasize the role that county- and city-level programs/decisions have played. Because the city government has limited ability to influence the other factors, local knowledge will have greater utility for those who consume our report.

Methodology for Question #4: What measures would most improve housing conditions in the City of Lake Worth Beach? What housing policies would best protect the health, safety, and welfare of residents?

Housing experts have shown that creating a stable, secure, and affordable housing ecosystem requires four interrelated types of action. They have termed these actions the "four Ps" (Greenberg et. al 2021). First, government needs to protect people against unfair, illegal, exploitative, and hostile housing market conditions. Second, governments must preserve the existing stock of affordable housing in their community to protect residents against gentrification and displacement. Third, areas with housing crises need to produce more housing—especially housing that accommodates the needs and budgets of low-income households. And fourth, governments need to give low-income households more political opportunity to advocate for their needs and relay their demands.

In this section of the report, we will recommend measures and ordinances that have the potential to improve housing conditions in Lake Worth Beach that address the four Ps in order of need and importance. We will base our recommendations on our research findings. Indeed, effectively responding to a housing emergency requires adequate understanding of its causes and consequences. For example, a preponderance of illegal evictions would signify the need for a right to counsel for individuals facing eviction. Substandard housing stock, dangerous living conditions, and landlord disinvestment would signify the need for code compliance officers to enforce land development regulations in a vigorous manner. Excessive fees and/or claims on security deposits would signify the need to better regulate leasing contracts. Widespread evidence of discrimination based on categories protected by the Fair Housing Act would signify the need to establish a local Office of Housing Advocacy to assist residents with filing complaints through the Office of Fair Housing and Equal Opportunity and the Florida Commission on Human Relations. And excessive rents/price gouging would signify the need for rent stabilization.

When developing our recommendations, we will also draw from the social scientific literature on housing security and housing policy—including the measures that other Florida municipalities have implemented to ameliorate housing problems—to ensure that they are supported by empirical evidence. The report we draft will rank our recommendations in terms of effectiveness, efficiency, and viability; project their anticipated effects on housing conditions; indicate the order in which they should be sequenced; detail the resources, data, and/or requirements that would be needed to implement them; outline the timelines they would require to provide relief; and provide specific guidance on the effects of an Accessory Dwelling Unit (ADU) program.

Methodology for Question #5: How will new bills drafted during the 2023 Florida Legislative Session impact local housing conditions? How can the City secure and utilize resources created by these bills for affordable housing development? How can the City implement and comply with new housing regulations?

In this final section of the report, we will forecast how new bills drafted during the 2023 Florida Legislative Session, such as the "Live Local Act" (SB 102), will impact local housing conditions. Given that legislation such as SB 102 allocates increased funding to affordable housing development and authorizes new tax exemptions, we will explore how the City can secure and utilize these resources to effect favorable housing outcomes. We will also provide guidance on how the City can implement and comply with new zoning, land use, and regulatory preemption

requirements. In doing so, our goal will involve providing recommendations that maximize housing affordability, equity, and protection while staying within the confines of the law.

Summary

Rapidly appreciating prices, financial instability, rising rates of eviction and displacement, strained social service agencies, and anxiety among the public suggest that Lake Worth Beach's housing situation requires careful study and a prompt public response. We have thought deeply about the data and guidance city officials will need to formulate their response, are situated in the community, have a dynamic range of experiences, and are positioned to commence our research as soon as approval is granted. We are confident that the novel study we have proposed—which will combine multiple forms of data and employ mixed methods—will produce a far more detailed, and hence useful, report than the reports many similar municipalities facing housing crises have commissioned.

Our study will develop a comprehensive report that assesses Lake Worth Beach's housing conditions; outlines the causes and consequences of shortcomings in the housing system; explores how the commission can promote equity and affordability in relation to housing; establish how the commission can guarantee basic civil and political rights in relation to housing and give vulnerable and underrepresented groups more say over housing and development decisions that affect their lives; offer practical recommendations for ensuring that everyone in the city can access safe, affordable housing; and provide people and organizations within the city with concrete data and guidelines that be used to understand and develop effective responses to housing changes in South Florida and across the nation.

Budget and Timeline:

We have outlined the anticipated budget for this study in the appended pricing sheet.

We will carry out the study in three phases:

Milestone 1: We will provide provisional answers to Question #1 and Question #3 by September 4, 2023. Our first report will provide guidance on the questions raised about the effects of short-term vacation rentals on housing costs and the anticipated impacts of implementing an Accessory Dwelling Unit (“ADU”) program on housing affordability. This report will also include partial results to our questions about housing quality.

Milestone 2: We will provide provisional answers to Question #5 by November 20, 2023.

Milestone 3: We submit our final report, which will contain answers to Question #2 and Question #4, by March 1, 2024. The final report will also update information that has changed since the submission of the original reports and, if necessary, modify previous recommendations and conclusions.

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STAFF REPORT REGULAR MEETING

AGENDA DATE: June 6, 2023

DEPARTMENT: Leisure Services

TITLE:

Service agreement with Florida ULS Operating LLC dba Haverland AG Innovations (Haverland) for sports turf maintenance services at City fields

SUMMARY:

Through a competitive bid process, Haverland has been selected as the highest ranked bidder for providing year-round sport turf maintenance services at City fields. Turf maintenance locations include the Northwest Ballfields, Manzo Field, Memorial Field, Sunset Ridge Field and Howard Park Field.

BACKGROUND AND JUSTIFICATION:

The Leisure Services Department actively manages field play at designated parks and strives to maintain the field surfaces at a safe and aesthetically pleasing level. Due to the popularity and heavy usage of fields in the City of Lake Worth Beach, it is necessary to obtain turf maintenance services for: mowing, trimming, edging, irrigation scheduling, fertilization, application of herbicides/pesticides, clay maintenance, sand top dressing, aerification, soil testing and additional services as necessary. The current contract for multi-use athletic field maintenance is set to expire in June 2023. The City accepted proposals from three (3) contractors that specialize in field maintenance. The selection committee assembled on April 5, 2023 and the selected contractor was Haverland. The contract initial term is 3 years with 2 additional 1-year renewals for a total possible contract of 5 years. The contract is budgeted at a cost not to exceed \$214,692.

MOTION:

I move to approve / not approve the Agreement with Florida ULS Operating LLC dba Haverland AG Innovations for the Annual Maintenance of the Multi-Use Athletic Fields at a cost not to exceed \$214,692.

ATTACHMENT(S):

Fiscal Impact Analysis
Agreement

FISCAL IMPACT ANALYSIS

Five Year Summary of Fiscal Impact:

| Fiscal Years | 2023 | 2024 | 2025 | 2026 | 2027 |
|---|-------------|-------------|-------------|-------------|-------------|
| Inflows | | | | | |
| Current Appropriation | 0 | 0 | 0 | 0 | 0 |
| Program Income | 0 | 0 | 0 | 0 | 0 |
| Grants | 0 | 0 | 0 | 0 | 0 |
| In Kind | 0 | 0 | 0 | 0 | 0 |
| Outflows | | | | | |
| Current Appropriation | 208,428 | 214,692 | 214,692 | 214,692 | 214,692 |
| Operating | 0 | 0 | 0 | 0 | 0 |
| Capital | 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 |

| Contract Award - Existing Appropriation | |
|--|----------------------------|
| | Expenditure |
| Department | Leisure Services |
| Division | Parks Maintenance |
| GL Description | Other Contractual Services |
| GL Account Number | 001-8062-572-34-50 |
| Project Number | n/a |
| Requested Funds | \$214,692 |

**AGREEMENT FOR MAINTENANCE SERVICES
(Sports Turf Maintenance Services)**

THIS AGREEMENT is made on May 12th, 2023 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 **Florida ULS Operating LLC dba Haverland AG Innovations**, a Limited Liability Company authorized to do business in the State of Florida ("CONTRACTOR") with its office located at 12276 San Jose Blvd., Suite 747, Jacksonville, FL 32223.

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 #23-201 for Year-Round City-Wide Sports Turf Maintenance Services ("RFP"); and

WHEREAS, CONTRACTOR submitted a proposal to provide the City with all labor, supervision, equipment, supplies, tools, materials and all other necessary incidentals to perform the complete maintenance of the City's athletic fields as described and set out in the RFP; and

WHEREAS, the CITY desires to accept the CONTRACTOR's proposal (with the CONTRACTOR's proposed rates attached hereto as **Exhibit "A"**) in order for CONTRACTOR to render the services to the CITY as provided herein; 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 awarding the RFP to 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 for Maintenance Services ("Agreement") shall be for three (3) consecutive years and for additional two (2) one (1) year periods, and dependent on the annual appropriation of funds by the CITY's City Commission. Notwithstanding the foregoing, this Agreement may be earlier terminated as set forth in this Agreement.

2. SCOPE OF SERVICES

2.1 The Scope of Services includes furnishing the required labor, supervision, transportation, tools, equipment, materials and supplies necessary for completing all labor, supervision, equipment, supplies, tools, materials and all other necessary incidentals to perform the complete maintenance of the City's athletic fields as more specifically set forth in the RFP's Scope of Services as amended, which is attached hereto as **Exhibit "B"**.

2.2 The CONTRACTOR represents to the CITY that the materials and services provided under this Agreement shall be in accordance with accepted and established trade practices and procedures recognized in the CONTRACTOR's trade in general and that the CONTRACTOR's work 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 Scope of Services shall be completed in accordance with the terms and conditions set forth in the RFP as amended and this Agreement.

3. INDEPENDENT CONTRACTOR; USE OF AGENTS OR ASSISTANTS

3.1 The CONTRACTOR is and shall be, in the performance of the Scope of Services under this Agreement, an independent contractor, and not an employee, agent, or servant of the CITY. All persons engaged in any of the Scope of Services 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 Scope of Services.

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

4. SERVICES

4.1 The CONTRACTOR shall provide all services as more specifically set forth in a CITY issued Purchase Order, the RFP, and this Agreement.

5. FEE AND ORDERING MECHANISM

5.1 For goods and services to be rendered under this Agreement, the CONTRACTOR shall be entitled to a fee for the goods and services provided and accepted by the CITY at the rates set forth in CONTRACTOR's proposed rates which are attached as **Exhibit "A"**. The rates set forth in Exhibit "A" shall remain fixed for the duration of this Agreement. Agreement renewals may be approved by the City Manager.

5.2 Should the CITY require additional services, not included in this Agreement, rates and payment for such work will be set forth in a separate amendment, as authorized in accordance with the CITY's procurement code and policy prior to any such additional services being provided by the CONTRACTOR.

5.3 The CITY's ordering mechanism for the Scope of Services (including each order of specific services) under this Agreement will be by a CITY issued Purchase Order(s); however, the terms and conditions stated in a CITY issued Purchase Order(s) shall not apply. CONTRACTOR shall not provide services under this Agreement without a CITY issued Purchase Order specifically for the

stated services requested. The City's Fiscal Year ends on September 30th of each calendar year. The CITY cannot authorize the purchase of goods or services beyond September 30th of each calendar year, prior to the annual budget being approved by the CITY's City Commission. Additionally, the CITY must have budgeted appropriate funds for the goods and services in any subsequent Fiscal Year. If the budget is approved for said goods and services, the CITY will issue a new Purchase Order(s) each Fiscal Year for required and approved goods and services.

6. MAXIMUM COSTS

6.1 The CONTRACTOR expressly acknowledges and agrees that the total cost to complete the Scope of Services of Work in accordance with Exhibit "B" shall not exceed the amounts set forth in Exhibit "A", and no additional costs shall be authorized without prior written approval from the CITY.

7. INVOICE

7.1 The CONTRACTOR shall submit an itemized invoice to the CITY for approval prior to receiving compensation. The CONTRACTOR shall be paid within thirty (30) days of receipt of an approved invoice for the provided goods and services, in accordance with the Local Government Prompt Payment Act.

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 Services or perform any additional services or provide any additional material 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 Services or has failed in any other respect to satisfactorily perform in accordance with this Agreement; or, is in material breach of a term or condition of this Agreement, the City Manager or designee may give written notice to the CONTRACTOR specifying defaults to be remedied. Such notice shall set forth the basis for any dissatisfaction and suggest corrective measures. If the CONTRACTOR does not remedy defaults within the allotted time or commence good faith steps to remedy the default to the reasonable satisfaction of the City Manager or designee, 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/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) days the CONTRACTOR has not remedied defaults or commenced good faith steps to remedy defaults to the satisfaction of the City Manager or designee, the CITY may elect to terminate this Agreement. 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.

12.2 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.

13. INSURANCE

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

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

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

automobiles whether such operations be by the CONTRACTOR or by anyone directly or indirectly employed by the CONTRACTOR.

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

13.5 The CONTRACTOR shall maintain pollution liability insurance to include spray application of chemicals in the minimum amount of \$1,000,000.00 per claim.

14. WAIVER OF BREACH

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

15. INDEMNITY

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

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

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

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

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; **Exhibit "A"** (the CONTRACTOR's rates); **Exhibit "B" Scope of Services**; any CITY issued Purchase Orders; and, the RFP as amended (including all specifications, exhibits and addenda attached thereto and referenced therein). 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 any CITY issued Purchase Order(s) and the RFP next taking precedence. Wherever

possible, the provisions of such documents shall be construed in such a manner as to avoid conflicts between provisions of the various documents.

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.

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 all respects under this Agreement.

22. NOTICES

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

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:

Florida ULS Operating, LLC dba Haverland Ag Innovations
12276 San Jose Blvd., Suite 747
Jacksonville, FL. 32223

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.

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. This Agreement may be executed electronically.

26. LIMITATIONS OF LIABILITY

26.1 Under no circumstances shall either party be liable to the other for any consequential, incidental, special, punitive, or any other form of indirect or non-compensatory damages.

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

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

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

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

32. COPYRIGHTS AND/OR PATENT RIGHTS

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

33. COMPLIANCE WITH OCCUPATIONAL SAFETY AND HEALTH

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

34. FEDERAL AND STATE TAX

34.1 The CITY is exempt from Federal Tax and State Tax for Tangible Personal Property. The Procurement Official will sign an exemption certificate submitted by the successful Proposer. Vendors or contractors doing business with the CITY shall not be exempted from paying sales tax to their suppliers for materials to fulfill contractual obligations with the CITY, nor shall any Vendor/Contractor be authorized to use the CITY's tax Exemption Number in securing such materials.

35. PROTECTION OF PROPERTY

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

36. DAMAGE TO PERSONS OR PROPERTY

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

37. SCRUTINIZED COMPANIES

37.1 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.

37.2 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.

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

37.4 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.

37.5 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.

37.6 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.

38. E-VERIFY

Pursuant to Section 448.095(2), Florida Statutes, the CONTRACTOR shall:

38.1 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;

38.2 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;

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

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

38.5 Be aware that a violation of section 448.09, Florida Statutes (Unauthorized Aliens; Employment Prohibited), shall be grounds for termination of this Agreement; and,

38.6 Be aware that if the CITY terminates this Agreement under Section 448.095(2)(c), Florida Statutes, the 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.

39. SURVIVABILITY

39.1 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 Agreement for Sports Turf Maintenance Services on the day and year first above written.

CITY OF LAKE WORTH BEACH, FLORIDA

By: _____
Betty Resch, Mayor

ATTEST:

By: _____
Melissa Ann Coyne, City Clerk

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY:

APPROVED FOR FINANCIAL SUFFICIENCY:

By: _____
Glen J. Torcivia, City Attorney

By: _____
Yannick Ngendahayo, Financial Services Director

CONTRACTOR: **FLORIDA ULS OPERATING LLC
dba HAVERLAND AG INNOVATIONS**



[Corporate Seal]

By: Keely Haverland
Print Name: Keely Haverland
Title: Branch Manager

STATE OF Florida)
COUNTY OF Palm Beach)

THE FOREGOING instrument was acknowledged before me by means of • physical presence or • online notarization on this 12th day of May 2023, by Keely Haverland, as the Branch Manager [title] of **Florida ULS Operating LLC dba Haverland AG Innovations**, a corporation authorized to do business in the State of Florida, who is personally known to me or who has produced _____ as identification, and who did take an oath that he or she is duly authorized to execute the foregoing instrument and bind the CONTRACTOR to the same.

Angelique Contreras
Notary Public Signature

Notary Seal:

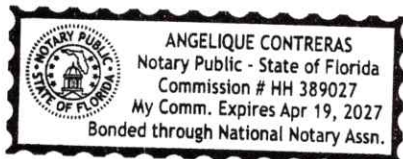


Exhibit "A"

CONTRACTOR'S RATES PROPOSAL

RATES PER SCOPE OF SERVICES:

| Service Location | Monthly Fee: | Qty | Total Annual Cost |
|--|--------------|-----|----------------------|
| 1) NW Complex Field #1 | \$ 1,793.00 | 12 | \$ 21,516.00 |
| 2) NW Complex Field #2 | \$ 1,799.00 | 12 | \$ 21,588.00 |
| 3) NW Complex Field #3 | \$ 2,165.00 | 12 | \$ 25,980.00 |
| 4) NW Complex Field #4 | \$ 2,451.00 | 12 | \$ 29,412.00 |
| 5) NW Complex Field #5 | \$ 1,694.00 | 12 | \$ 20,328.00 |
| 6) Manzo Field | \$ 1,678.00 | 12 | \$ 20,136.00 |
| 7) Memorial Field | \$ 2,394.00 | 12 | \$ 28,728.00 |
| 8) Sunset Ridge | \$ 1,902.00 | 12 | \$ 22,824.00 |
| 9) Howard Park | \$ 2,015.00 | 12 | \$ 24,180.00 |
| TOTAL ANNUAL COST ALL INCLUSIVE FOR ALL FIELDS: | | | \$ 214,692.00 |

AS-NEEDED ADDITIONAL SERVICES:

ADDITIONAL FERTILIZATION: PRICE PER SQUARE FOOT (SF) \$.06

ADDITIONAL INCESTICIDE: PRICE PER SQUARE FOOT (SF) \$.06

ADDITIONAL HERBICIDE: PRICE PER SQUARE FOOT (SF) \$.07

ADDITIONAL FUNGICIDE: PRICE PER SQUARE FOOT (SF) \$.07

ADDITIONAL TOPDRESSING: PRICE PER CUBIC YARD (CY) \$ 170.00

ADDITIONAL SOIL TESTING: PRICE PER EACH TEST (EA) \$ 175.00

ADDITIONAL MOWING: PRICE PER SQUARE FOOT (SF) \$.04

Exhibit "B"

SCOPE OF SERVICES

The City of Lake Worth Beach is seeking proposals from qualified sports turf maintenance CONTRACTORS to provide all labor, supervision, equipment, supplies, tools, materials, and all other necessary incidentals to perform the complete maintenance of the City's athletic fields.

The CONTRACTOR shall be responsible for all aspects of the sports turf maintenance including, but not limited to:

- Field Maintenance
- Mowing, line trimming, edging
- Irrigation scheduling, monitoring, and timing
- Fertilization
- Application of herbicides and pesticides
- Baseball field clay (skinned area) maintenance
- Sand top dressing
- Aerification
- Entry and lockup of fields for maintenance activity
- Soil testing
- Monthly program review meeting with CITY designee

1. GENERAL STANDARDS OF WORK

1.1 Schedule of Work: At the beginning of each week, the CONTRACTOR shall furnish to the CITY a schedule of the week's priorities and routine maintenance. The CITY reserves the right to direct the CONTRACTOR to rearrange the schedule to meet the needs of the CITY.

1.2 Chemicals and Fertilizers: The CONTRACTOR shall obtain prior written approval from the CITY for the type and manufacturer of chemicals and fertilizers. The CONTRACTOR shall furnish the Manufacturer's Safety Data Sheets (MSDS) to the CITY. Commercial fertilizer applicators must be certified by the Department of Agriculture and Consumer Affairs.

1.3 Maintenance of Traffic: The CONTRACTOR shall be responsible for proper MOT control and monitoring of pedestrian and vehicular traffic as it pertains to his work.

1.4 Utilities: The CONTRACTOR shall be responsible to report any encountered damaged utilities and report/repair any damages associated with their work.

1.5 Litter Control: The CONTRACTOR shall be responsible for the pickup and collection of litter associated with the work in this RFP. The litter shall be disposed of legally in CITY provided waste collection receptacles.

1.6 Baseball / Softball Fields (clay surfaces): The CONTRACTOR shall be responsible for the inspection, maintenance, upkeep and repair of all clay areas associated with the ballfields. Clay areas shall be inspected weekly and any large stones, clumping material, ruts, holes, wet/dry areas, soft/hard spots, or bowled out areas shall be repaired. Clay areas shall be scarified, dragged and watered until the desired texture is achieved.

1.7 Soccer/Football & Baseball/Softball Fields (turf surfaces): All turf areas shall be inspected on a weekly basis and any large holes, ruts, or bowled out areas shall be repaired.

2. TURF MAINTENANCE

2.1 Turf Mowing: A mowing schedule shall be provided each week in accordance with section 1.1. The mowing frequency shall follow the following weekly schedule

- High Growth Season – March 1 to September 30 – once per week (additional mowing may be requested)
- Low Growth Season – October 1 to February 28 – once per week

Mower blades must be kept sharp so that the cut grass edge is clean and not ragged. Mowing patterns shall be changed frequently to avoid wear. Any grass clippings or other plant debris remaining on the grass surface shall be removed the same day as the mowing service is performed.

Bermuda grass shall be mowed with a reel type mower and cut to a minimum height of $\frac{3}{4}$ " to a maximum height of 1" above soil level. Edging at the warning tracks and infield lips shall be performed once per week.

2.2 Fertilization: A fertilization schedule shall be submitted by the CONTRACTOR and approved by the CITY. The fertilizer used shall be a commercial grade product recommended for use on the sports turf. Specific requirements shall be determined by soil tests conducted once every 4 months and presented to the CITY for determination if additional additives are required.

Bermuda turf shall be fertilized with a complete NPK profile. Applications shall occur at least 6 times per year and shall vary with the time of year of the application and the results of the soil analysis. Additional fertilization may be required as determined by the soil tests and approved by the CITY.

The fertilizer used shall be of organic type and submitted to the CITY for approval prior to use.

2.3 Aeration, Verti-cutting, Topdressing and Over seeding: These services shall be provided for proper air and water exchange for maximum growth potential and health of the Bermuda turf and shall be performed as follows:

- Core aeration a minimum of once every two months
- Verticut twice during growing season (as determined by CITY)
- Spiking (slicing) once every three months
- Topdressing once a month (or as needed and determined by CITY)

The topdressing material shall be a mixture similar to the profile of the soil below the turf as determined by soil analysis. The CONTRACTOR shall be responsible for topdressing worn turf areas, depressed turf areas, etc. as needed on an ongoing basis within a reasonable standard. Excessive turf wear caused by excessive field usage shall be brought to the attention of the CITY and additional costs approved by Work Change Directive.

2.4 Disease and Pest Management: The CONTRACTOR shall control or eradicate diseases and infestations by pests and ants by spraying affected areas with chemical sprays suitable for that particular disease or pest when evident or as often as necessary. The CONTRACTOR shall respond within 72 hours after a request or notice from CITY. CONTRACTOR shall control and/or eradicate infestations of insects, fungal and bacterial infestations. Fungicides and Pesticides to be utilized on a quarterly basis for preventative measures and manufacturers' recommended follow up treatment followed. Fungicides and pesticides shall be of organic type and submitted to the CITY for approval prior to use.

2.5 Application of Herbicides: All turf shall be maintained in a weed free condition. The CONTRACTOR shall apply various herbicides by means of spray type devices to aid in the control of unwanted weeds and vegetation. The application of herbicides shall be approved by the CITY prior to placement. The application of herbicides shall be performed as follows:

- Application of herbicides shall be to the fence lines of all the sports fields
- Pre-Emergent herbicide – applied semi-annually
- Selective weed control – applied quarterly and on an as needed basis

2.6 Irrigation: The CONTRACTOR shall be responsible for the operation, setting and adjusting of time clocks to insure proper watering of all turf areas. The CITY will be responsible for the maintenance and repair of the irrigation system, including but not limited to heads, piping, nozzles, zone valves, pumps, clocks, boxes, etc. The CONTRACTOR shall notify the CITY within 24 hours of discovering an irrigation issue for needed repairs or system functionality. The CONTRACTOR shall have 45 days from the start of the contract to inspect the irrigation system and report existing damage or incorrect operation and coverage by the CITY.

Time clocks shall be checked once per week. The CONTRACTOR shall, at least once per month, fully operate all the irrigation zones from the clocks. Any damages caused by the CONTRACTORS operation shall be repaired and replaced with the same equipment within 48 hours.

The City reserves the right to decrease or amend any of the services as listed and described herein in negotiations with the selected firm.

FIELDS TO BE COVERED UNDER CONTRACT:

| <u>Field Location/Name</u> | <u>Approx.S/F of Turf</u> | <u>Appr. S/F Skinned(clay)</u> |
|----------------------------|---------------------------|--------------------------------|
|----------------------------|---------------------------|--------------------------------|

Northwest Park & Ball Fields: 900 22nd Avenue North, Lake Worth Beach, FL 33460

| | | |
|------------------------|---------------------|-------------------------|
| 1) NW Complex Field #1 | 35,000 s/f of Turf | 6,700 s/f skinned area |
| 2) NW Complex Field #2 | 37,000 s/f of Turf | 6,800 s/f skinned area |
| 3) NW Complex Field #3 | 49,500 s/f of Turf | 10,700 s/f skinned area |
| 4) NW Complex Field #4 | 59,000 s/f of Turf | 13,650 s/f skinned area |
| 5) NW Complex Field #5 | 31,000 s/f of Turf | 8,300 s/f skinned area |
| 6) Manzo Field | 102,366 s/f of Turf | 22,604 s/f skinned area |

Memorial Field: 515 South A Street, Lake Worth Beach, FL 33460

| | | |
|-------------------|--------------------|-----------------|
| 7) Memorial Field | 75,000 s/f of Turf | No skinned area |
|-------------------|--------------------|-----------------|

Sunset Ridge: 1415 North D Street, Lake Worth Beach, FL 33460

| | | |
|-----------------|--------------------|-----------------|
| 8) Sunset Ridge | 45,000 s/f of Turf | No skinned area |
|-----------------|--------------------|-----------------|

Howard Park: 1699 Wingfield Street, Lake Worth Beach, FL 33460

| | | |
|----------------|--------------------|-----------------|
| 9) Howard Park | 55,000 s/f of Turf | No skinned area |
|----------------|--------------------|-----------------|

STAFF REPORT REGULAR MEETING

AGENDA DATE: June 6, 2023

DEPARTMENT: Public Works

TITLE:

City Hall Annex Building Assessment

SUMMARY:

The City Hall Annex, located at 414 Lake Avenue, was built in 1916 and is currently in need of a complete facility assessment.

BACKGROUND AND JUSTIFICATION:

The City Hall Annex is home to the City museum, Friends of the Lake Worth Library book store, and until recently, Utility Customer Service. With the building being over a century old, many of its elements are in need of repair and/or complete replacement to bring the building into compliance. While there have been multiple conversations as to what this City facility may or may not be in the future, the first step is a full analysis to include an asbestos / lead based paint survey, architectural, life safety / ADA compliance, structural, MEP (mechanical, electrical, plumbing), roof, and the overall building envelope.

In addition, a full building scan will be performed resulting in a CAD file illustrating the current floor plans. This is extremely useful, as what the City currently has is severely outdated and not in a digital format. Staff is currently seeking approval to proceed with the task order, as this much needed assessment will be the foundation for any future City Hall Annex discussions. The facility is one of the committed projects on our American Rescue Plan Act (ARPA) list and this assessment will be funded from that revenue source.

MOTION:

Move to approve/disapprove Task Order No. 1 with WGI Inc. for an amount not to exceed \$147,000.

ATTACHMENT(S):

Fiscal Impact Analysis
WGI Task Order No. 1

FISCAL IMPACT ANALYSIS

Five Year Summary of Fiscal Impact:

| Fiscal Years | 2023 | 2024 | 2025 | 2026 | 2027 |
|---|-------------|-------------|-------------|-------------|-------------|
| Inflows | | | | | |
| Current Appropriation | 0 | 0 | 0 | 0 | 0 |
| Program Income | 0 | 0 | 0 | 0 | 0 |
| Grants | 0 | 0 | 0 | 0 | 0 |
| In Kind | 0 | 0 | 0 | 0 | 0 |
| Outflows | | | | | |
| Current Appropriation | \$147,000 | 0 | 0 | 0 | 0 |
| Operating | 0 | 0 | 0 | 0 | 0 |
| Capital | 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 |

| Contract Award - Existing Appropriation | |
|--|---------------------------------|
| | Expenditure |
| Department | Public Services |
| Division | Maintenance |
| GL Description | Improvement Other than Building |
| GL Account Number | 301-5062-589.63-00 |
| Project Number | AP2301 |
| Requested Funds | \$147,000 |

TASK ORDER No.1
City Hall Annex Assessment and BIM Model

CONTINUING PROFESSIONAL SERVICES
(Architecture)

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

1.0 Project Description:

The City desires the CONSULTANT to provide those services as identified herein for the Project. The Project is described in the CONSULTANT’s Proposal, dated May 1, 2023 and services are generally described as: An assessment of the City Hall Annex located at 414 Lake Ave, Lake Worth Beach, Florida (the “Project”). The City Hall Annex was originally constructed in 1916. The City has had partial evaluations for floor capacities performed in the past. At this time the City is requesting an assessment which includes asbestos and lead based paint survey, architectural, life safety and ADA compliance, structural, mechanical, electrical, plumbing, fire protection and building envelope review. This assessment will provide the City with the corrections needed to bring the building into compliance with current codes. Additionally, since no drawings are available for the building, the City has requested a Building Information model be developed for future use and reference.

2.0 Scope

Under this Task Order, the CONSULTANT will provide the City of Lake Worth Beach Structural, Mechanical, Electrical, Geospatial, Asbestos Survey, Lead Based Paint, Limited Mold Assessment with Architecture consulting services for the Project as specified in the **CONSULTANT’s proposal attached hereto and incorporated herein as Exhibit “1” Through Exhibit “3”**

3.0 Schedule

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

4.0 Compensation

This Task Order is issued for a lump sum, not to exceed amount of **\$133,610.00**. The attached proposal identifies all costs and expenses included in the lump sum, not to exceed amount.

5.0 Project Manager

The Project Manager for the CONSULTANT is Ken Widjaja, phone (561-268-5681; email: ken.widjaja@wginc.com; and, the Project Manager for the City is Jamie Brown, phone (561) 586-1720; email: jbrown@lakeworthbeach.com.

6.0 Progress Meetings

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

7.0 Authorization

This Task Order is issued pursuant to the Continuing Professional Services Agreement (Architecture) based on RFQ#23-300 between the City of Lake Worth Beach and the CONSULTANT, dated 03/24/2023 (“Agreement” hereafter). If there are any conflicts between the terms and conditions of this Task Order and the Agreement, the terms and conditions of the Agreement shall prevail.

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

CITY OF LAKE WORTH BEACH, FLORIDA

By: _____
Carmen Y. Davis, City Manager Or Betty Resch, Mayor

ATTEST:

By: _____
Melissa Ann Coyne, City Clerk

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY:

APPROVED FOR FINANCIAL
SUFFICIENCY

By: _____
Glen J. Torcivia, City Attorney

By: _____
Yannick Ngendahayo, Financial Services Director



CONSULTANT: **WGI, INC.**

By: _____
[Handwritten signature]

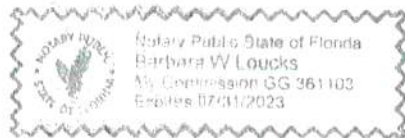
[Corporate Seal]
STATE OF Florida
COUNTY OF PALM BEACH

THE FOREGOING instrument was acknowledged before me by means of physical presence or online notarization on this 1st day of MAY, 2023, **WGI, Inc.**, by a Florida Corporation, who is personally known to me or who has produced _____ as identification, and who did take an oath that he or she is duly authorized to execute the foregoing instrument and bind the CONSULTANT to the same.

[Handwritten signature]

Notary Public Signature

Notary Seal:





May 1, 2023 (Revised)
January 26, 2023, (updated)
January 23, 2023

EXHIBIT 1

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

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

Re: City of Lake Worth Beach City Hall Annex
Lake Worth Beach, FL

Dear Mr. Brown:

Wantman Group, Inc. (WGI) is pleased to provide this proposal to the City of Lake Worth Beach (CLIENT) for engineering services. Our scope of services and corresponding fees are detailed below. In addition, it is agreed that WGI's services will be performed pursuant to WGI's Professional Services Agreement with the City of Lake Worth Beach, awarded as per RFQ 18-303 dated March 16, 2018.

Project Understanding:

The City Hall Annex was originally constructed in 1916. The City has had partial evaluations for floor capacities performed in the past. At this time the City is requesting an assessment which includes, asbestos and lead based paint survey, architectural, life safety and ADA compliance, structural, mechanical, electrical, plumbing and fire protection and building envelope review. This assessment will provide the City with the corrections needed to bring the building into compliance with current codes. This effort also includes scanning the interior of the building and the creation of a Building Information Model (BIM) for future improvements.

Scope of Services:

Building Assessment. Asbestos Survey, Lead based paint, Limited Mold Assessment, Architectural, Structural, Mechanical, Electrical Engineering Assessment and BIM Modeling.

1. Asbestos Survey, Lead Based Paint, Limited Mold Assessment \$5,190.00

This Task will be performed by GLE. GLE's proposal is attached as Exhibit 2

**2. Mechanical, Plumbing, Fire Protection and Electrical Assessment
Task 2A – Review of Existing Documentation \$2,500.00**

The CITY has provided numerous documents obtained through the acquisition and in support of the club modernization effort. The documents include permit drawings, limited shop drawings for engineering delegated components, Property Condition Assessment, and Property Survey. WGI will document review which will be limited to HVAC, plumbing, electrical, and fire protection permit drawings for this Work Order.

Task 2B – Existing Conditions Site Review **\$7,000.00**

WGI will visit the subject building to review based on preliminary review of existing documentation, document findings and existing conditions in correlation to the latest adopted edition of the Code, and develop recommendations for repairs, upgrades, and/or replacements.

The WGI will perform a limited observation of the building's interior HVAC, plumbing, electrical, and fire protection conditions through easily accessible means.

It will be the CITY's responsibility to provide access to all rooms and spaces for a full review of the existing interior architectural conditions.

Task 2C –Indoor Air Quality Review **\$4,500.00**

Assist with the evaluation of indoor air quality and ventilation requirements. Identification or testing of indoor air quality issues (i.e. mold, asbestos, lead paint, etc.) are not included in this section, but the mechanical engineer will assist with review of these issues and provide input with respect to the HVAC system operation and condition.

This task will include calculating the HVAC system cooling and heating loads for the building, including the code required outside air ventilation rates. These loads will be compared to the system capacities. Some additional air flow test data may become necessary for a complete analysis. The costs for testing are not included, but the Consultant will make a recommendation if test data is necessary.

Task 2D – Assessment Report **\$9,000.00**

The CONSULTANT shall prepare an Assessment Report that consists of documented findings and field observations, as well as recommendations for repairs, upgrades, and/or replacements of components and an estimate of probable construction costs with respect to the MEPFP systems. Upon review of the draft Assessment Report, modifications shall be incorporated, and a final Assessment Report delivered to the City.

3. Architectural Assessment

Task 3A – Review of Existing Documentation **\$4,060.00**

The CITY has provided numerous documents obtained through the acquisition and in support of the club modernization effort. The documents include permit drawings, limited shop drawings for engineering delegated components, Property Condition Assessment, and Property Survey. WGI will document review which will be limited to permit drawings for this Work Order.

Task 3B – Existing Conditions Site Review **\$8,120.00**

WGI will visit the subject building to review based on preliminary review of existing documentation, document findings and existing conditions in correlation to the latest adopted edition of the Code, and develop a matrix of recommendations for repairs, upgrades, and/or replacements.

The WGI will perform a limited observation of the building's interior architectural conditions through easily accessible means. WGI will coordinate between the structural and MEP disciplines for coordinated review of the building. Interior architectural conditions, rooms, and spaces will be compared to the existing documentation and identified only. As building end use is currently undefined, this scope specifically excludes any new space planning or design efforts.

It will be the CITY's responsibility to provide access to all rooms and spaces for a full review of the existing interior architectural conditions.

Task 3C – Life Safety and Accessibility Code Assessment **\$6,880.00**

WGI will research and correlate applicable Code requirements as they pertain to the existing documentation and conditions as observed during the site observation for critical life safety, accessibility, and alteration level requirements. Code research will be documented for applicability to future building modifications based on coordination with the design team and project stakeholders.

WGI will meet with the City’s Building Department and Fire Marshal to ensure compliance with the applicable Code requirements.

Task 3D – Assessment Report **\$8,120.00**

The CONSULTANT shall prepare an Assessment Report that consists of documented findings and field observations, as well as recommendations for repairs, upgrades, and/or replacements of components and an estimate of probable construction costs. The report shall be formatted and coordinated into a single PDF file deliverable and submitted as a draft for review with the City. Upon review of the draft Assessment Report, modifications shall be incorporated, and a final Assessment Report delivered to the City.

4. Structural Assessment

Task 4A – Review of Existing Documentation **\$4,060.00**

The CITY has provided numerous documents obtained through the acquisition and in support of the club modernization effort. The documents include permit drawings, limited shop drawings for engineering delegated components, Property Condition Assessment, and Property Survey. CONSULTANT document review will be limited to permit drawings for this Work Order.

Task 4B – Florida Building Code 2020 Wind Load Requirements **\$5,000.00**

The CONSULTANT will develop for the roof structure, deadload, live load and wind load pressures, distribute and analyze the code prescribed loading, and determine:

- a. Roof gravity deadload,
- b. Live load,
- c. Wind (negative and positive) loads and
- d. Lateral loading imposed on the roof.
- e. Load path verification

The calculations will be used for comparison of the buildings existing condition to the current code requirements.

Task 4C – Site Observation **\$6,880.00**

The CONSULTANT shall perform a limited observation of the structure through accessible existing openings or openings made at strategic locations on the ceiling or walls. EXHIBIT 4 and 5 indicates the approximate locations of the openings for observations.

It will be the CITY’s responsibility to provide ladders for access to the temporary openings.

It will be the CITY’s responsibility to remove and replace the fire rated ceiling at the identified openings.

It will be the CITY’s responsibility to remove any frangible asbestos, lead based paint and mold from crawl spaces, interstitial and attic areas prior to our observations.

Task 4D – Structural Condition Assessment Report

\$5,620.00

The condition assessment will outline issues we observed, the estimated extent and limits of any areas deemed in need of repairs, upgrades or replacements.

If required, soundness of the roof truss, bearing walls, framing, or other structural components will be determined by nondestructive vibration sounding and isolated destructive testing, such as removing spalling areas or coring or drilling small diameter holes to determine the depth of the damage.

5. Scan and Existing Conditions Record Building Information Model (BIM)

Task 5A Survey HD Laser Scanning

\$28,200.00

1. Perform high-definition laser scanning of the exposed, visible, and accessible areas of the Old Lake Worth City Hall, also known as the Lake Worth City Hall Annex (414 Lake Ave).
2. Laser scanning will be performed to Level of Accuracy (LOA) 20 as per the United States Institute of Building Documentation (USIBD) Specifications. This LOA provides relative accuracy of 15mm (5/8-inch) sufficient for feature extraction from scans to a Level of Development (LOD) 200.
3. Accessible and exposed areas/rooms of the building will be scanned including the crawl space, walkable roof that is accessible from the second floor and the exterior. Does not include areas above ceiling tiles.
4. The raw scans of the building will be controlled, registered, and unified into one single point cloud.
5. Prepare ReCAP (.RCP) format file for extraction and Building Information Model (BIM) modeling purposes.

Task 5B Existing Conditions Record BIM Services

\$28,480

1. Prepare BIM from point cloud extraction in Revit (RVT) format illustrating existing architectural interior and exterior conditions to LOD 200. The architectural BIM model will consist of the following existing conditions plans for review with CLIENT:
 - a. Floor Plans for each level;
 - b. Reflected Ceiling Plans for each level, generally illustrating locations of ceiling types and major appurtenances consisting of HVAC registers/diffusers and lighting only;
 - c. One (1) overall Roof Plan;
 - d. Exterior Elevations for all building facades; and
 - e. Two (2) three-dimensional views of building exterior directly from RVT model.
2. The following are excluded from this proposal:
 - a. Design, interior space planning, programming, and any other associated professional consulting services;
 - b. Documentation of existing conditions above ceilings or within any other inaccessible spaces; and
 - c. Enhanced visualization of building.

Survey Notes

1. Access to the subject project shall be granted upon prior notice if restricted, gated, and/or locked. In the event that the surveyor is not allowed on site to perform the above survey services after access has been coordinated, the client shall be invoiced at the hourly rates quoted on WGI's current Fee Schedule.

May 1, 2023

Page-5

2. As-builts or Records research and the evaluation thereof is not included in this proposal.
3. Only areas that are observable through a direct line of site of our lasers will be documented. Items blocked by obstructions will not be included in our documentation. The moving or removal of items to allow scanning is not included in this scope of services.
4. Scans above ceiling tiles are not included in this scope of services.
5. Meeting attendance is not included in this scope of services.
6. Survey will be based on a Horizontal Datum of NAD83 and a Vertical Datum of NAVD88.

TOTAL LUMP SUM FEE

\$133,610.00

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

Respectfully submitted,

WGI



Jeffrey Bergmann, PE
Director, Specialty Structures



September 23, 2022

Mr. Jeffrey Bergmann
WGI
2035 Vista Parkway
West Palm Beach, Florida 33411

Sent via email: jeffrey.bergmann@wginc.com

**RE: Proposal for an Asbestos Survey, Lead Paint Survey, & Limited Mold Assessment
Lake Worth Beach City Hall Annex
414 Lake Avenue, Lake Worth Beach, Florida 33460**

GLE Proposal No.: 22-74913P

Dear Mr. Bergmann:

GLE Associates, Inc. (GLE) is pleased to submit this proposal to provide consultant services for asbestos-containing materials (ACM), lead paint, and a limited mold assessment, within the facility location referenced above. In accordance with your request, we have prepared a summary of our scope of services, along with our professional fee to complete the work.

UNDERSTANDING

Our understanding of this project is based upon the information provided by the Client. We understand that the project consists of the Lake Worth Beach City Hall Annex located at 4141 Lake Avenue in Lake Worth Beach, Florida. It is required that prior to renovation, a survey for the presence of asbestos-containing materials (ACM) be performed in order to obtain the necessary permitting

SCOPE OF SERVICES

Task I –Asbestos Survey

GLE will perform an asbestos survey for ACM that will generally consist of the following items:

1. Visual observations of friable and non-friable ACM
2. Physical assessment of suspected friable materials
3. Bulk sampling
4. Laboratory analysis
5. Written report documenting findings
6. Recommendations and conclusions

GLE Associates, Inc.

The asbestos survey will consist of a walkthrough of the interior and exterior of the subject structure in its entirety. Accessible areas within the structure will be observed for potential ACM by properly trained and certified personnel. After these visual observations are completed, representative samples of each suspect material will be obtained as necessary to comply with current National Emissions Standards for Hazardous Air Pollutants (NESHAP) and Occupational Safety & Health Administration (OSHA) regulations. The sampling protocol will be determined in the field by our surveyor based upon previous experience and in general accordance with all Asbestos Hazard Emergency Response Act, NESHAP and OSHA regulations.

GLE will conduct the sampling in accordance with currently acceptable engineering practices and appropriate care, but the owner should note that some ACM might be hidden behind walls or other building elements. The sampling will consist of the removal of small portions of building components to be analyzed for asbestos content. Due to the various forms of construction/renovation techniques that may have been used, there may be areas of the building that will not be able to be accessed until demolition/renovation activities occur. Therefore, any suspect hidden material found should be assumed to be ACM until tested and/or verified to be non-asbestos-containing through laboratory analysis.

A National Voluntary Laboratory Accreditation Program accredited laboratory using Polarized Light Microscopy will analyze samples collected on the project. This is the method of analysis that is recommended by the Environmental Protection Agency.

If requested roofing samples will be collected as part of this project provided that the roofing systems can be safely accessed utilizing a 24-foot ladder or an existing roof access hatch. In the event that the subject roof system cannot be safely accessed, the Client should arrange alternative means for GLE to gain access to the subject roof systems. Per current environmental standards, should the roofing system not be sampled, it will be reported as presumed ACM until analytical testing determines otherwise. We recommend that a properly qualified roofing contractor be employed by the Client to provide permanent patching at our sample locations. Additionally, please be advised that sampling of the existing roofing systems may void any existing warranties.

Upon completion of the above-referenced survey, GLE will issue a final report summarizing the results of the survey, and will identify the location, quantity, and accessibility of the materials sampled and determined to contain asbestos. Our reports will include recommendations and conclusions for dealing with any asbestos determined to be present.

Task II - Lead Paint Screening Survey

GLE will perform a lead paint survey for painted surfaces of the structure. Representative samples of paint will be obtained for lead identification by Atomic Absorption Spectroscopy (AAS). This is the method of analysis recommended by the EPA. A lead paint survey report will be generated

indicating paint sample locations and analytical results of the surveys. The report will satisfy OSHA requirements for lead paint surveys and may be used as the basis for future renovation/demolition activities.

Task III – Limited Mold Assessment

Building Area Walkthrough and Observations

This task will consist of a walkthrough of accessible interior areas of the subject structure. During the walkthrough, observations of the interior of the assessment area will be conducted to determine the nature and extent of potentially affected areas and building materials. Readily accessible HVAC components will be assessed, including supply diffusers and return grilles, to identify the potential for the dissemination of particulate. Representative areas will be selected to finalize the sampling strategy that will be used for the remaining tasks.

Particulate Surface Microbial Sampling

This task will include the collection of particulate surface samples from surfaces where visible assumed mold growth is discovered for qualitative fungal speciation. All samples will be delivered for 72-hour turnaround time (TAT), under strict chain-of-custody, to an accredited microbiology laboratory, for viable and non-viable mold spore analysis.

Temperature and Relative Humidity Measurements

This task will consist of obtaining measurements of temperature and relative humidity from within the subject areas. These samples will be obtained with the use of a portable/hand-held digital psychrometer. These measurements are significant indicators conditions conducive to microbial growth and will be used to correlate the effectiveness of the designated zone type air handling throughout the facility.

Moisture Meter Measurements

This task will consist of obtaining measurements of moisture percentages within the subject areas. Moisture readings will be obtained through the use of a portable/hand-held moisture meter from various building materials present in the facility. The instrument will be used to perform in-situ testing as necessary to determine the extent of potentially water-damaged building materials (i.e., walls and ceilings, carpet, etc.).

The meter gives a digital readout level in terms of a percentage of moisture (wood-equivalent) in the building material surveyed. In general, levels less than 20% represent an acceptable level of moisture. Levels in excess of 20% provide an environment conducive for the proliferation of microorganisms.

Data Evaluation and Interpretation

This task will consist of assembling all background physical observations from Tasks 1 through 4 into a written report, containing our professional opinion in regard to the cause of any fungal growth observed within common areas of the facility.

The data generated will be used for comparison with existing guidelines and recommended levels published by The National Institute of Occupational Safety and Health (NIOSH), the Occupational Health and Safety Administration (OSHA), and the Environmental Protection Agency (EPA).

Task IV – Reporting

GLE will prepare a report/reports to include background physical observations and laboratory analytical results. The data generated will be used for comparison with existing guidelines and recommended levels published by The National Institute of Occupational Safety and Health (NIOSH), the American Industrial Hygiene Association (AIHA), the Occupational Safety and Health Administration (OSHA), and the Environmental Protection Agency (EPA).

PROFESSIONAL FEE

The lump sum fee to complete the scope of services referenced above for this project is **\$5,190.00**.

Fieldwork

| | |
|---------------------------------------|--------------------|
| Certified Asbestos Building Inspector | \$ 425.00 |
| Certified Lead Inspector | 850.00 |
| Project IH (Assessment/Testing) | 425.00 |
| Miscellaneous Expenses (Mileage) | <u>150.00</u> |
| Subtotal | \$ 1,850.00 |

Laboratory Services

| | |
|---|--------------------|
| Asbestos PLM Bulk Sample Laboratory Analysis (up to 93 samples) | \$1,395.00 |
| Bio-Aerosol Sampling/Analysis (up to 14 samples) | 700.00 |
| Lead Paint Chip Sample Laboratory Analysis (up to 20 samples) | <u>300.00</u> |
| Subtotal | \$ 2,395.00 |

Final Report Preparation

| | |
|------------------------------------|-----------|
| Project Manager – Report | \$ 570.00 |
| LAC - Report Review | 75.00 |
| Lead Risk Assessor - Report Review | 75.00 |
| Certified Industrial Hygienist | 75.00 |

Mr. Jeffrey Bergmann
GLE Proposal No.: 22-74913P
September 23, 2022; Page 5

| | |
|---|--------------------|
| Admin/Clerical | 65.00 |
| Miscellaneous Expenses (Report Production/Shipping) | <u>85.00</u> |
| Subtotal | \$ 945.00 |
| Total Lump Sum Fee | \$ 5,190.00 |

This fee consists of the on-site field assessment, data evaluation, report compilation, and project administration. This fee assumes that the onsite fieldwork can be completed within one working day. If additional fieldwork time is required to complete the work outlined above, GLE will notify the client for authorization and the additional hours will be billed at a rate of \$85 per hour.

AUTHORIZATION TO PROCEED AND TIME SCHEDULE

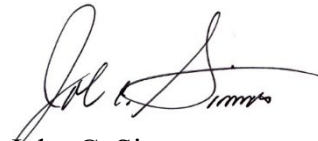
GLE requires that you provide the following:

1. Written authorization to provide the proposed services.
2. Site access. Any delays in obtaining site access may result in additional charges to Client.

Should this proposal meet with your approval, please complete the attached Proposal Acceptance Sheet (PAS). This letter, with the completed PAS, will serve as a contract between us.

GLE appreciates the opportunity to provide this proposal to you. If you have any questions or special instructions, please do not hesitate to contact us.

Sincerely,
GLE Associates, Inc.


John C. Simmons
Vice President


Michael B. Collins, CIH, CSP, CIEC
Principal Certified Industrial Hygienist

JCS/MBC/lb



PROPOSAL ACCEPTANCE SHEET

Project Asbestos Survey, Lead Paint Survey, & Limited Mold Assessment
Lake Worth Beach City Hall Annex, 414 Lake Avenue, Lake Worth Beach, Florida 33460

Cost \$5,190.00 **Proposal No./Date/PM** 22-74913P/September 23, 2022/JCS

PAYMENT OF SERVICES

Charge Invoice to:

Firm _____
Address _____
_____ **Zip Code** _____

Attention _____ **Title** _____
Telephone _____ **Email** _____

REPORT DISTRIBUTION/CORRESPONDENCE

Two reports will be provided for the cost estimate above; additional reports are charged at \$50.00 each. Reports will be sent to:

Firm _____
Address _____
_____ **Zip Code** _____

Attention _____ **Title** _____
Telephone _____ **Email** _____

SPECIAL INSTRUCTIONS

PROPERTY OWNER IDENTIFICATION

Firm _____
Address _____
_____ **Zip Code** _____

Attention _____ **Title** _____
Telephone _____ **Email** _____

PROPOSAL ACCEPTANCE

The Terms and Conditions of this Proposal, including the terms on this page and GLE's Standard Terms & Conditions on the following page hereof are:

Accepted this _____ **day of** _____, **20** _____

Print or Type individual, firm or corporate body name

Signature of authorized representative

Print or type name or authorized representative and title

GLE Associates, Inc.

Standard Terms and Conditions

Services to be Provided. GLE Associates, Inc., an independent consultant, agrees to provide Client for its sole benefit and exclusive use consulting services set forth in our Proposal.

Definitions. When used herein, the terms "we", "us", or "our" refer to Consultant and the terms "you", "your", "he", "his", "it" and "its" refer to client.

Right of Entry and Right to Proceed. Client grants a right of entry from time to time to consultant, its agents, staff, consultants, and contractors or subcontractors, for the purpose of performing and with the right to perform all acts, studies and research including without limitation the making of tests and evaluations, pursuant to the agreed services. Client represents that he possesses all necessary permits and licenses required for the continuation of its activities at the site.

Billing and Payment. Unless otherwise indicated in our Proposal, our billings will be based on actual accrued time, test costs, and expenses. Client agrees to pay invoice upon receipt. Should payment not be received within 30 days, the amount due shall bear a service charge of 1-1/2 percent per month or 18 percent per year, and the cost of collection including reasonable attorney's fees, if so collected by law through an attorney. In lieu of the statutory post judgment rate provided by section 55.03, *Florida Statutes*, as amended, the interest rate of 1-1/2 percent per month or 18 percent per year shall also apply post-judgment, as permitted by the aforementioned statute. If 1-1/2 percent per month exceeds the maximum allowed by law, the charge will automatically be reduced to the maximum legally allowed. If Client has any objections to any invoice or part thereof submitted by Consultant, he shall so advise us in writing giving his reasons within 14 days of receipt of such invoice. Client agrees it will not exercise any right of set-off it has under this Agreement, any continuing agreement with Consultant, or any right of set-off provided by law. No deduction shall be made from Consultant's invoice on account of penalty, liquidated damages, or other sums withheld from payments to contractors or others. Payment of the invoice shall constitute final approval as to all aspects of the work performed to date as well as the necessity thereof. If the project is terminated in whole or in part then we shall be paid for services performed prior to our receiving or issuing written notice of such termination, in addition to our reimbursable expenses and any shut down costs incurred. Shut down costs may, at our sole discretion, include completion of analysis and records necessary to document our files and protect our professional reputation.

Damage at Site. We will not be liable for any property damage or bodily injury arising from damage to or interference with structures including without limitation, pipes, tanks, telephone cables, etc., which are not called to our attention in writing and correctly shown on the plans furnished by client in connection with work performed under this Agreement. Client recognizes that the use of test equipment may unavoidably affect, alter, or damage buildings, structures and equipment in, at, or upon the site. Client accepts the fact that this is inherent to our work and will not hold us liable or responsible for any such affect, alteration or damage.

Standard of Care and Warranty. Professional services provided by us will be performed, findings obtained, and recommendations prepared in accordance with generally accepted architecture and engineering principles and practices. THIS WARRANTY IS IN LIEU OF ALL OTHER WARRANTIES, EITHER EXPRESS OR IMPLIED.

Public Liability. Consultant maintains workers' compensation and employer's liability insurance for our employees as required by state laws. In addition, we maintain comprehensive general liability and auto liability insurance.

A Certificate of insurance can be supplied evidencing such coverage. We will not be liable or responsible for any loss, damage or liability beyond the amounts, limits, coverage, or conditions of such insurance specified above.

Indemnity. Client and GLE agree to hold harmless and indemnify the other, their respective agents, their respective employees, and their respective subcontractors from and against any and all losses, liabilities, and costs and expenses of every kind (including the cost of defense, investigation, settlement, and reasonable attorneys fees) to the proportional extent such losses, liabilities and costs and expenses arise out of the negligent acts, errors or omissions or willful misconduct by either party respectfully or from any violation of any and all applicable statutes, ordinances, rules and regulations of any government or of any agency by either party respectfully. Client shall, in the event of liability arising out of their joint negligence or willful misconduct, indemnify and save each other harmless in proportion to their relative degree of fault.

Limitation of Liability: TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, AND FOR ADDITIONAL CONSIDERATION OF \$10, THE RECEIPT AND SUFFICIENCY OF WHICH IS HEREBY ACKNOWLEDGED, THE CLIENT AGREES THAT GLE'S LIABILITY, AND THAT OF ITS OFFICERS, DIRECTORS, EMPLOYEES, AGENTS AND SUBCONTRACTORS, TO CLIENT, ANY SECONDARY CLIENTS OR ANY THIRD PARTY DUE TO GLE'S BREACH OF CONTRACT OR NEGLIGENT PROFESSIONAL ACTS, ERRORS OR OMISSIONS WILL BE LIMITED TO AN AGGREGATE OF \$50,000 OR THE TOTAL FEES PAID BY CLIENT TO GLE UNDER THE PROPOSAL, WHICHEVER IS LESS. NEITHER PARTY SHALL BE RESPONSIBLE TO THE OTHER FOR ANY

CONSEQUENTIAL, INDIRECT OR INCIDENTAL DAMAGES (INCLUDING LOSS OF USE, INCOME, PROFITS, FINANCING OR REPUTATION) ARISING OUT OF OR RELATING TO THIS AGREEMENT.

PURSUANT TO SECTION 558.0035, FLORIDA STATUTES, AN INDIVIDUAL EMPLOYEE OR AGENT MAY NOT BE HELD INDIVIDUALLY LIABLE FOR NEGLIGENCE.

Sampling and Testing Location. The fees included in our Proposal do not include costs associated with surveying of the site and/or facility to determine accurate horizontal and vertical locations of tests. If surveying is required cost of surveying will be paid by client. Field tests or sample locations described in our report or shown on sketches are based on specific information furnished by others or estimates made in the field by our personnel. Such dimensions or elevations are approximate.

Client Disclosure: Client agrees to advise GLE of any hazardous substances or any condition on or near the site that presents a potential danger to human health, the environment, or GLE's equipment. GLE does not assume control or responsibility for the site or the persons in charge of the site, or undertake responsibility for reporting to any federal, state or local agencies any conditions at the site that may present a potential danger to public health, safety or the environment. Client agrees to notify the appropriate federal, state or local agencies as required by law, or otherwise make timely disclosure of any information that may be necessary to prevent damage to human health, safety or the environment. Client acknowledges that GLE may be required to make such disclosures if Client fails to do so and agrees to hold GLE harmless from any such disclosure.

Scheduling of Services: The services set forth in GLE's proposal will be accomplished in a timely and professional manner by GLE personnel. If GLE is required to delay commencement of the services or if, upon embarking upon its services, GLE is required to stop or interrupt the progress of its services as a result of changes in the scope of work requested by the Client, to fulfill the requirements of third parties, or for other causes beyond the direct reasonable control of GLE, additional charges will be applicable and payable by Client. Should completion of any portion of services be delayed for causes beyond the reasonable control of, or without the fault or negligence of, GLE, the time of performance shall be extended for a period equal to the delay.

Sample and Waste Disposal: Samples are generally consumed and altered during testing and are disposed of immediately upon completion of tests. If Client wishes GLE to retain any test samples, then, at Client's written request, GLE will use its best efforts to retain preservable samples or the residue therefrom but only for a mutually acceptable time and for an additional charge. GLE reserves the right to refuse storage of any samples. Client agrees that GLE is not responsible or liable for loss of samples retained in storage. If Client requests GLE to containerize drilling water and/or fluids produced by GLE's activity ("waste"), Client will provide a secure storage location at or near the project site to prevent tampering with the waste. Non-hazardous waste will be disposed of by GLE for an additional charge at an appropriately licensed facility.

In the event that samples or waste contain asbestos, toxic or hazardous substances or constituents, ("contaminants"), GLE will either: 1) return the samples or waste to Client for proper disposal or 2) using a manifest signed by Client as generator for an additional fee, have the samples or waste transported to a location selected by Client for final disposal. Client agrees to pay all costs associated with the storage, transporting and disposal of samples of waste. Client recognizes and agrees that GLE is acting as a bailee and at no time assumes title, constructive or expressed, to such samples or waste.

Unforeseen Occurrences. If, during the performance of services, any unforeseen hazardous substances or constituents or other unforeseen conditions or occurrences are encountered which, in our sole judgement significantly affect or may affect the services, the risk involved in providing the services, or the recommended scope of services, we will promptly notify Client thereof. Subsequent to that notification, Consultant may:

If practicable, in our sole judgement, complete the original Scope of Services in accordance with the procedures originally intended in the Proposal;

- Agree with Client to modify the Scope of Services and the estimate of charges to include study of the previously unforeseen conditions or occurrences, such revision to be in writing and signed by the parties and incorporated herein; or
- Terminate the services effective on the date specified by us in writing.

Documents. Client will furnish or cause to be furnished such reports, data, studies, plans, specifications, documents and other information deemed necessary by us for proper performance of our services. We may rely upon Client-provided documents in performing the services required under this Agreement; however, we assume no responsibility or liability for their accuracy. Client-provided documents will remain property of Client. All documents, including

but not limited to, drawings, specifications, reports, field notes, laboratory test data, calculations and estimates prepared by us as instruments of service pursuant to the Agreement, shall be our sole property. Client agrees that all documents of any nature furnished to Client or Client's agents or designees, if not paid for, will be returned upon demand and will not be used by client for any purpose whatsoever. Client further agrees that under no circumstances shall any documents produced by us pursuant to this Agreement be used at any location or for any project not expressly provided for in this Agreement without our prior written permission. If Client uses all or any portion of our work on another project without our permission, Client shall to the maximum extent permitted by law save us harmless from any and all claims arising from such unauthorized reuse. Further, no part of any document we deliver to Client shall be reproduced or distributed, whether for advertising or any other purpose, without our prior written consent. Any such reproduction or distribution shall be at Client's sole risk and without liability or legal exposure to consultant.

Field Representative. The presence of our field personnel either full- or part-time will be for the purpose of providing observation and field testing of specific aspects of the project. Should a contractor be involved in the project, our work does not include supervision or direction of the actual work of the contractor, his employees or agents. The contractor should be so advised. The contractor should also be informed that neither the presence of our field representative nor the observation and testing by us shall excuse contractor in any way for defects discovered in contractor's work. It is agreed that we will not be responsible for job or site safety on the project and that we do not have the right to stop the work of the contractor.

Severability. In the event that any provision herein shall be deemed invalid or unenforceable, the other provisions hereof shall remain in full force and effect, and binding upon the parties hereto.

Priority Over Form Agreements/Purchase Orders: The Client agrees that the provisions of this agreement shall control and govern over any orders, purchase orders or work orders or other form writings issued or signed by the parties ("orders"), and such forms shall have no force or effect but may be issued by Client to GLE, without altering the terms hereof, solely for the purpose of convenience in ordering services.

Termination: This agreement may be terminated by either party with or without cause upon giving (7) days prior written notice to the other party. This agreement will terminate automatically upon the insolvency of the Client. In the event Client requests termination prior to the completion of the proposed services, Client shall take possession of the premises and the materials and equipment paid for and belonging to Client, and GLE shall be paid for all services performed to the date of termination and for all reasonable costs incurred in project closeout.

Consideration: The parties agree the charges for GLE's services are sufficiently adjusted downward to include any specific consideration payable to Client for any indemnities or any other clause requiring specific consideration as required under these Terms and Conditions.

Attorney Authority: If GLE is being retained by Client's counsel, such counsel represents that he/she has the authority to bind, and hereby expressly binds Client to these Terms and Conditions.

Survival. All obligations arising prior to the termination of the Agreement and all provisions of this Agreement allocating responsibility or liability between Client and Contractor shall survive the completion of the services and the termination of this Agreement.

Integration. This Agreement and the documents attached hereto and which are incorporated herein constitute the entire Agreement between the parties and cannot be changed except by a written instrument signed by both parties.

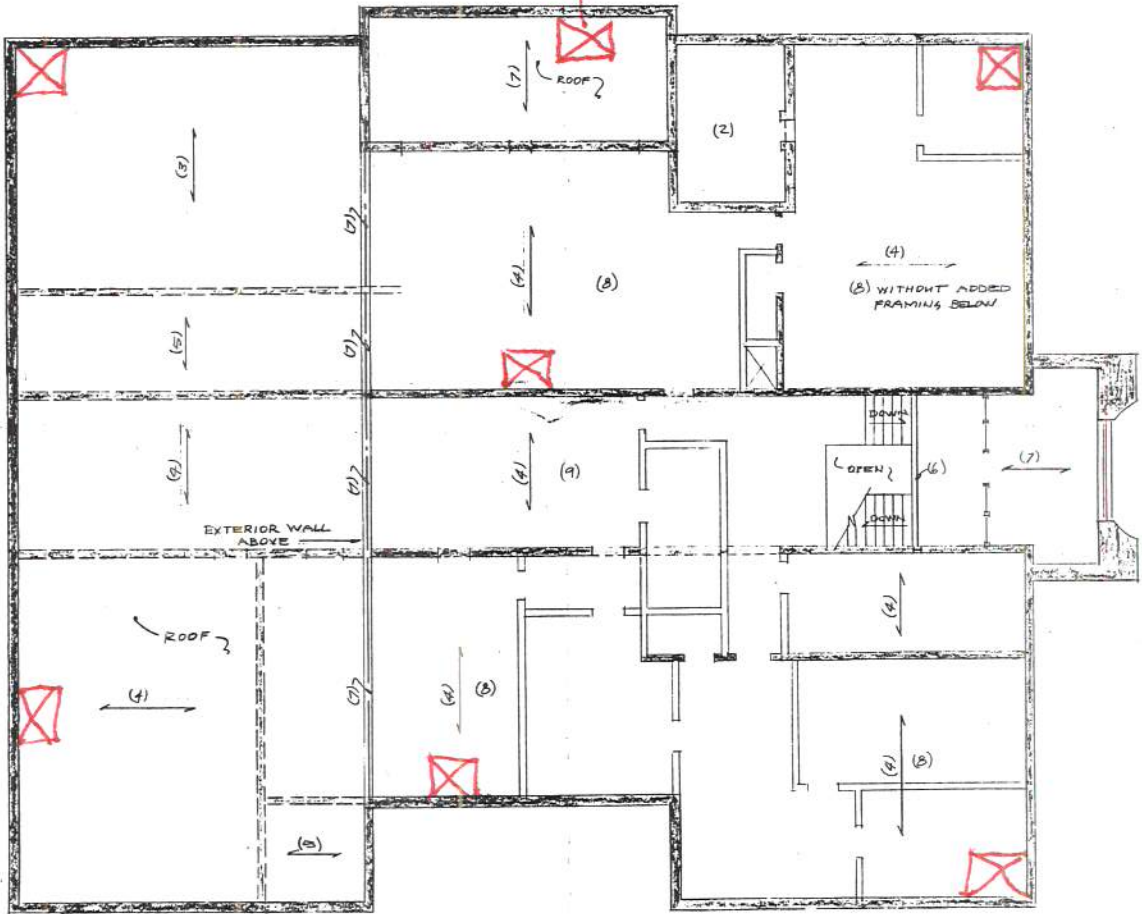
Governing Law. This Agreement and any amendments to it shall be governed in all respects by the laws of the State of Florida. The parties hereby agree that the venue for any lawsuit filed by any person pursuant to this Agreement shall only be in Hillsborough County, Florida. Each party hereby irrevocably submits itself to the original jurisdiction of the state and federal courts sitting in or having jurisdiction over Hillsborough County, Florida with regard to any controversy in any way relating to the execution, delivery or performance of this Agreement. "The parties each had an opportunity to review and negotiate this agreement and this agreement shall not be construed more strictly against one party as drafter."

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Exhibit 3

- NOTES
- (1) BEARING WALLS SHOWN THUS
 - (2) CONCRETE VAULT
 - (3) VERIFIED 2X14 @ 12"
 - (4) 2X14 @ 12" ASSUMED BECAUSE OF CRAWL SPACE FRAMING
 - (5) 2X8 @ 12"
 - (6) 2X4 STEEL S BEAM (NOT VERIFIED)
 - (7) UNKNOWN
 - (8) LIVE LOAD CAPACITY = 50 PSF
 - (9) LIVE LOAD CAPACITY = 170 PSF

TYPICAL OPENING FOR OBSERVATION



SECOND FLOOR FRAMING

SCALE: 1/8" = 1'-0"

NORTH



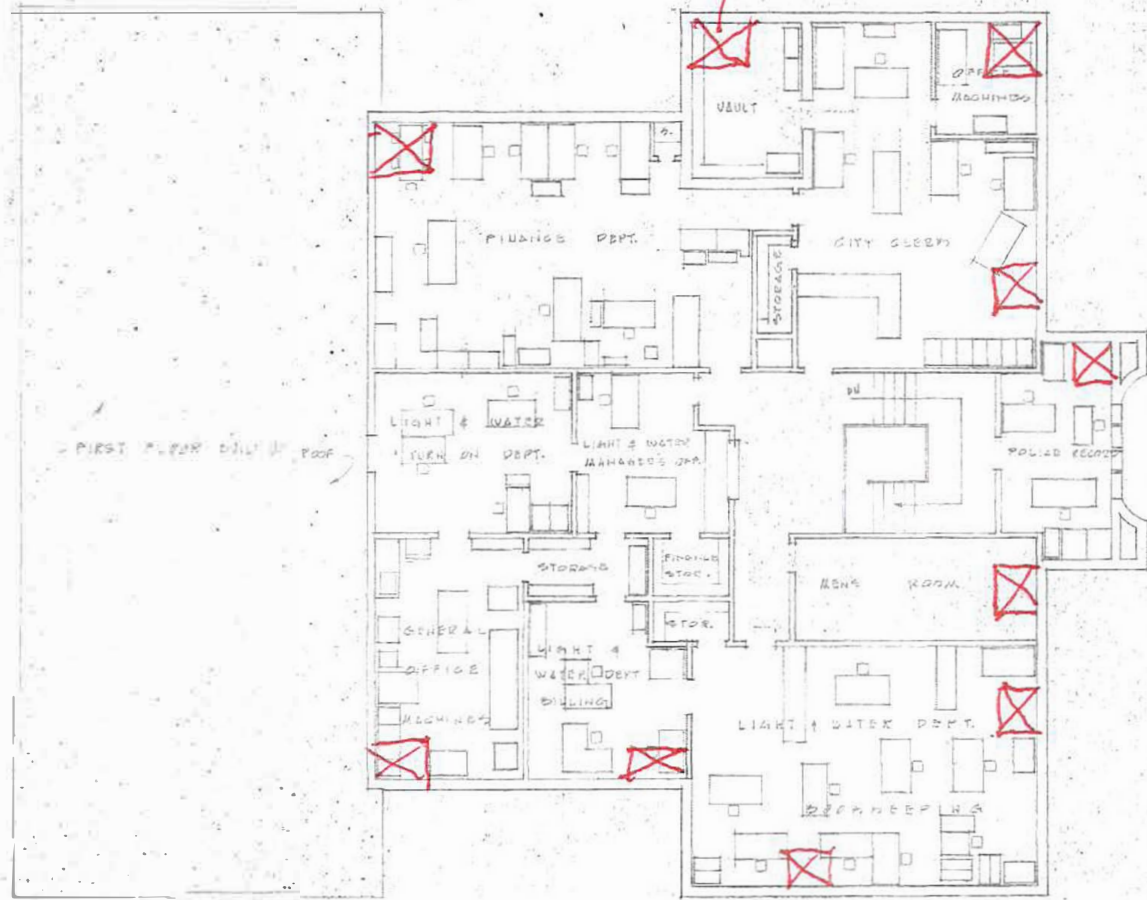
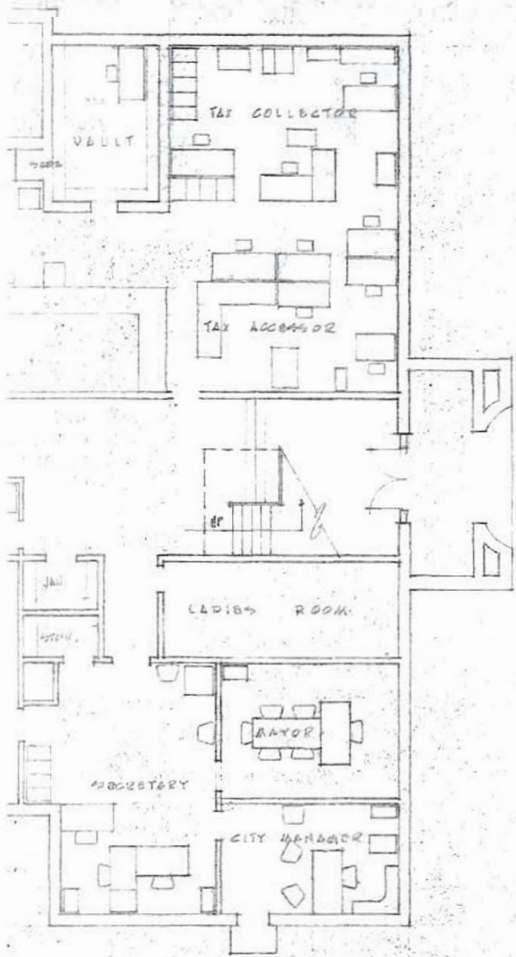
4-19-80

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BOTKIN & ASSOCIATES, INC.
 CONSULTING ENGINEERS
 3208 10th Avenue, North
 Lakewood, Florida 33463, 904-587-1877
 PROJECT NO. 1-8010

EXHIBIT 4

TYPICAL OPENINGS
FOR ROOF OBSERVATION



ARSENICOS
OPTHEGROVE
ARCHITECTS
341 NORTHLAKE BOULEVARD
NORTH PALM BEACH, FLORIDA 33408

EXISTING CONDITIONS AT CITY HALL
LAKE WORTH, FLORIDA
FACILITIES BUILDING PREPARATION STUDY

STAFF REPORT REGULAR MEETING

AGENDA DATE: June 6, 2023

DEPARTMENT: City Attorney

TITLE:

Ordinance No. 13-2023 – First Reading – Ballot language to confirm the current single-member district boundaries and allow for the districts to be amended by ordinance after each decennial census

SUMMARY:

On March 8, 2022, the qualified voters of the City approved, by referendum, the changing of the City's at-large voting system to a single-member district voting system. The City is seeking a referendum to allow for the district boundaries to be amended, by ordinance, after each decennial census if required to comply with law.

BACKGROUND AND JUSTIFICATION:

Section 166.031, Florida Statutes, authorizes the governing body of a municipality to submit proposed amendments to the Charter of the municipality in the form of an ordinance to the electors of the municipality. On March 8, 2022, the qualified voters of the City approved by referendum an amendment to the City's Charter changing the at-large voting system to a single-member district voting system (Ordinance No. 2021-22). To implement the single-member districts and to comply with the Voting Rights Act of 1965 and the Equal Protection Clause of the United States Constitution (14th Amendment), the City Commission contracted with Florida Atlantic University to evaluate the City's four (4) at-large election districts based on apportionment data from the US Census Bureau to present redistricting map alternatives. After multiple public meetings and City Commission meetings, the Commission adopted one of the FAU redistricting maps in Ordinance No. 05-2023. The City wishes to conduct a referendum on the question of whether Section 2 of Article II (election districts) of the Charter of the City of Lake Worth Beach should be amended to confirm the current single-member election district boundaries adopted in Ordinance No. 05-2023 and to provide for the routine review and analysis of the geographical boundaries of the single-member election districts after each decennial census and to amend said districts, by ordinance, to comply with applicable law. This referendum, if adopted, would be held in the City on March 19, 2024. The ballot title will be "Redistricting of Single-Member Election Districts to Comply with Applicable Law." The ballot summary will be as follows: Shall the City of Lake Worth Beach Amend its Charter at Section 2, Article II to confirm the current single-member district boundaries and to allow for the single-member election districts to be amended, by ordinance, after each decennial census to ensure that said districts comply with applicable law?

MOTION:

Move to approve/disapprove Ordinance No. 13-2023 on first reading and set the second reading and public hearing for June 20, 2023.

ATTACHMENT(S):

Fiscal Impact Analysis – N/A
Ordinance No. 13-2023

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ORDINANCE NO. 2023-13 OF THE CITY OF LAKE WORTH BEACH, FLORIDA, CALLING FOR A REFERENDUM OF THE QUALIFIED ELECTORS OF THE CITY OF LAKE WORTH BEACH TO BE HELD ON MARCH 19, 2024, AS TO WHETHER SECTION 2 OF ARTICLE II OF THE CITY OF LAKE WORTH BEACH CHARTER SHALL BE AMENDED TO CONFIRM THE CURRENT SINGLE-MEMBER ELECTION DISTRICT BOUNDARIES AND ALLOW FOR THE SINGLE-MEMBER DISTRICTS TO BE AMENDED BY ORDINANCE AFTER EACH DECENNIAL CENSUS TO ENSURE THAT SAID DISTRICTS COMPLY WITH APPLICABLE LAW; PROVIDING FOR NOTICE AND ADVERTISING OF THE REFERENDUM; PROVIDING FOR REFERENDUM CANVASSING; PROVIDING FOR SEVERABILITY, CODIFICATION, REPEAL OF ALL CONFLICTING LAWS, AND AN EFFECTIVE DATE

WHEREAS, a Charter for the City of Lake Worth Beach, Florida (the “City”) was created and adopted pursuant to the Constitution and applicable laws of the State of Florida; and

WHEREAS, pursuant to section 166.021, Florida Statutes, the City has the governmental, corporate and proprietary powers to enable it to conduct municipal government; and

WHEREAS, pursuant to section 166.021(4), Florida Statutes, the City Charter may be amended through the City’s exercise of its authority, including the amendment of those portions of its Charter which require a referendum, provided that a majority of the electors in a referendum affirmatively vote to amend the Charter; and

WHEREAS, section 166.031, Florida Statutes, authorizes the governing body of a municipality to submit proposed amendments to the Charter of the municipality in the form of an ordinance to the electors of the municipality; and

WHEREAS, on March 8, 2022, the qualified voters of the City approved by referendum an amendment to the City’s Charter changing the at-large voting system to a single-member district voting system (Ordinance No. 2021-22); and

WHEREAS, to implement the single-member districts and to comply with the Voting Rights Act of 1965 and the Equal Protection Clause of the United States Constitution (14th Amendment), the City Commission contracted with Florida Atlantic University to evaluate the City’s four (4) at-large election districts based on apportionment data from the US Census Bureau to present redistricting map alternatives; and

WHEREAS, after multiple public meetings and City Commission meetings, the Commission adopted one of the FAU redistricting maps in Ordinance No. 05-2023; and

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WHEREAS, the City Commission deems it to be in the best interests of the City and serving a valid public purpose to conduct a referendum (the "Referendum") on the question of whether Section 2 of Article II of the Charter of the City of Lake Worth Beach be amended to confirm the current single-member election district boundaries adopted in Ordinance No. 05-2023 and to provide for the routine review and analysis of the geographical boundaries of the single-member election districts after each decennial census and to amend said districts, by ordinance, to comply with applicable law.

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

Section 1. Findings adopted. The findings of the Commission set forth in the foregoing recitals are hereby adopted as true and correct statements and specifically made a part of this ordinance.

Section 2. Referendum declared. A referendum is hereby called for and shall be held in the City on the 19th day of March, 2024, to determine whether or not a majority of the electors voting in the Referendum support the proposed amendment to the City Charter, as shown in Sections 6 and 7 of this ordinance.

Section 3. Ballot title. The ballot title which is the subject of this Referendum, and by which the proposed Charter Amendment is to be commonly referred to or spoken of, shall be captioned as **"Redistricting of Single-Member Election Districts to Comply with Applicable Law."**

Section 4. Conduct of Referendum. The City shall determine the polling locations or places in coordination with the Palm Beach County Supervisor of Elections, and all qualified electors of the City of Lake Worth Beach, Florida who vote in the Referendum shall vote at those designated polling places. The polls shall be opened on the date of the Referendum on the proposed City of Lake Worth Beach, Florida, Charter Amendment from 7:00 a.m. until 7:00 p.m. on the same day. Only the duly qualified electors of the City of Lake Worth Beach, Florida shall be permitted to vote on this Referendum question.

Section 5. Notice and advertising of the Referendum. The City Clerk shall prepare and give notice of the proposed Charter Amendment by causing appropriate notice to be published in accordance with the provisions of Section 100.342, Florida Statutes, which provides for at least one publication each week during the third and fifth weeks preceding the week in which the Referendum to consider the proposed Charter Amendment is to be held. The publications shall be placed in a newspaper of general circulation in the City. The City Clerk shall secure from the publisher of the newspaper, an appropriate affidavit of proof that the statutorily required Referendum notices have been duly published, as herein set forth and these two affidavits shall be part of the record of the City Commission.

Section 6. Ballot summary. The ballot summary of the proposed Charter amendment shall be:

93
94 **SHALL THE CITY OF LAKE WORTH BEACH AMEND ITS CHARTER AT**
95 **SECTION 2 OF ARTICLE II TO CONFIRM THE CURRENT SINGLE-**
96 **MEMBER ELECTION DISTRICT BOUNDARIES AND TO ALLOW FOR**
97 **THE SINGLE-MEMBER ELECTION DISTRICTS TO BE AMENDED, BY**
98 **ORDINANCE, AFTER EACH DECENNIAL CENSUS TO ENSURE THAT**
99 **SAID DISTRICTS COMPLY WITH APPLICABLE LAW?**

100
101 **YES _____**

102
103 **NO _____**

104
105
106 Section 7. Charter amendment. In the event that the majority of electors of the City
107 voting in the Referendum vote affirmatively to amend Article II, Section 2 of the City
108 Charter, then said Article and Section shall be amended to read as follows:

109
110 **ARTICLE II. TERRITORIAL BOUNDARIES; ELECTION PRECINCTS**

111 * * *

112
113 **Sec. 2. – Single-member eElection districts.**

114
115 (a) Single-member election districts. The city is divided into four (4) single-member
116 election districts as set forth in Ordinance No. 05-2023, which four (4) single-member
117 election districts shall continue until amended by ordinance as provided in Section (2)(b)
118 of this Article. Ordinance No. 05-2023 and any amending ordinance(s) shall remain on
119 file in the office of the city clerk.

120
121 (b) Redistricting. After the decennial census in 2030, and every ten (10) years
122 thereafter, the city commission shall obtain a study of the existing four (4) single-member
123 election districts. If the study establishes that a redistricting plan is required by law, the
124 city commission shall amend the districts by ordinance to be in compliance with existing
125 law. In the event an elected commission member no longer resides in the district from
126 which he or she was elected as a direct result of redistricting, that commission member
127 shall complete his or her current term.

128
129 ~~To implement single-member district voting set forth in Article III, Section 1 of the~~
130 ~~Charter, the boundaries for each of the four (4) single-member election districts of the~~
131 ~~City of Lake Worth Beach are hereby established as follows:~~

132
133 ~~(1) District No. 1. COMMENCING at the centerline intersection of Lake Worth~~
134 ~~Road and the centerline of I-95; thence run westerly along the centerline of~~
135 ~~Lake Worth Road to the city's western corporate limits and the POINT OF~~
136 ~~BEGINNING; thence run easterly along the centerline of Lake Worth Road to~~
137 ~~the centerline intersection of South A Street; thence run southerly along the~~
138 ~~centerline of South A Street to the centerline intersection of 4th Avenue South;~~

139 ~~thence run easterly along the centerline of said 4th Avenue South to centerline~~
140 ~~intersection of the FEC Railway; thence run southerly and easterly along the~~
141 ~~centerline of said FEC Railway to the city's southern corporate limits; thence~~
142 ~~run westerly and northerly along the city's southern and western corporate~~
143 ~~limits to the POINT OF BEGINNING.~~

144 ~~(2) District No. 2. COMMENCING at the centerline intersection of Lake Worth~~
145 ~~Road and the centerline of I-95; thence run westerly along the centerline of~~
146 ~~Lake Worth Road to the city's western corporate limits and the POINT OF~~
147 ~~BEGINNING; thence run easterly along the centerline of Lake Worth Road to~~
148 ~~the centerline intersection of North A Street; thence run northerly along the~~
149 ~~centerline of North A Street to the centerline intersection of 10th Avenue North;~~
150 ~~thence run easterly along the centerline of 10th Avenue North to the centerline~~
151 ~~intersection of Dixie Highway; thence run northerly along the centerline of~~
152 ~~Dixie Highway to the city's northern corporate limits; thence run westerly,~~
153 ~~southerly and easterly along the city's northern and western corporate limits~~
154 ~~to the POINT OF BEGINNING.~~

155 ~~(3) District No. 3. BEGINNING at the centerline intersection of Lake Worth Road~~
156 ~~and North A Street; thence run northerly along the centerline of North A Street~~
157 ~~to the centerline intersection of 10th Avenue North; thence run easterly along~~
158 ~~the centerline of 10th Avenue North to the centerline intersection of Dixie~~
159 ~~Highway; thence run northerly along the centerline of Dixie Highway to the~~
160 ~~city's northern corporate limits; thence run easterly and southerly along the~~
161 ~~city's northern and eastern corporate limits to the centerline intersection of the~~
162 ~~city's eastern corporate limits and the easterly extension of 7th Avenue North;~~
163 ~~thence run westerly along the centerline of 7th Avenue North to the centerline~~
164 ~~intersection of North Federal Highway; thence run southerly along the~~
165 ~~centerline of North Federal Highway to the centerline intersection of Lucerne~~
166 ~~Avenue; thence run westerly along the centerline of Lucerne Avenue to the~~
167 ~~POINT OF BEGINNING.~~

168 ~~(4) District No. 4. BEGINNING at the centerline intersection of Lake Worth Road~~
169 ~~and South A Street; thence run southerly along the centerline of South A~~
170 ~~Street to the centerline intersection of 4th Avenue South; thence run easterly~~
171 ~~along the centerline of said 4th Avenue South to centerline intersection of the~~
172 ~~FEC Railway; thence run southerly and easterly along the centerline of said~~
173 ~~FEC Railway to the city's southern corporate limits; thence run easterly and~~
174 ~~northerly along the city's southern and eastern corporate limits to the~~
175 ~~centerline intersection of the city's eastern corporate limits and the easterly~~
176 ~~extension of 7th Avenue North; thence run westerly along the centerline of 7th~~
177 ~~Avenue North to the centerline intersection of North Federal Highway; thence~~
178 ~~run southerly along the centerline of North Federal Highway to the centerline~~
179 ~~intersection of Lucerne Avenue; thence run westerly along the centerline of~~
180 ~~Lucerne Avenue to the POINT OF BEGINNING.~~

181 ~~The City of Lake Worth Beach's single-member election districts, as described~~
182 ~~above, are depicted in Alternative Districts Option 5 map adopted in Ordinance No. 05-~~

183 ~~2023. Said ordinance shall remain on file in the Office of the City Clerk and shall be~~
184 ~~available for inspection by the public upon request.~~

185
186 Section 8. Canvassing. The election returns of the Referendum shall be canvassed in
187 the manner provided by law, and the returns shall be certified to the City Commission,
188 which shall declare the result thereof. Upon canvassing the returns of the Referendum,
189 the result of the Referendum shall be recorded in the minutes of the City Commission in
190 the manner prescribed by law.

191
192 Section 9. Severability. If any section or portion of this ordinance, or the application
193 thereof to any person or circumstances, is held invalid by a court of competent jurisdiction,
194 such decision shall not affect the validity of the remainder of the ordinance which can be
195 given effect without the invalid provision or application, and to this end the provisions of
196 this ordinance are declared severable.

197
198 Section 10. Codification. The provision of this ordinance, as set out in Section 7 of this
199 ordinance, shall become and be made part of the Charter of the City of Lake Worth Beach,
200 Florida.

201
202 Section 11. Repeal of laws in conflict. All ordinances or parts of ordinances and
203 resolutions or parts of resolutions of the City of Lake Worth Beach, Florida, that are in
204 conflict with any provisions of this ordinance are hereby repealed to the extent of such
205 conflict.

206
207 Section 12. Effective date. This ordinance shall become effective ten (10) days after
208 passage.

209
210 The passage of this ordinance on first reading was moved by Commissioner
211 _____, seconded by Commissioner _____, and upon being put to a vote, the vote was
212 as follows:

- 213
214 Mayor Betty Resch
215 Vice Mayor Christopher McVoy
216 Commissioner Sarah Malega
217 Commissioner Kim Stokes
218 Commissioner Reinaldo Diaz

219
220
221 The Mayor thereupon declared this ordinance duly passed on first reading on the
222 ____ day of _____, 2023.

223
224
225 The passage of this ordinance on second reading was moved by
226 _____, seconded by _____, and upon being put to a vote,
227 the vote was as follows:

228

229 Mayor Betty Resch
230 Vice Mayor Christopher McVoy
231 Commissioner Sarah Malega
232 Commissioner Kim Stokes
233 Commissioner Reinaldo Diaz
234
235

236 The Mayor thereupon declared this ordinance duly passed on the _____ day of
237 _____, 2023.

238 LAKE WORTH BEACH CITY COMMISSION
239

240
241
242 By: _____
243 Betty Resch, Mayor
244

245 ATTEST:
246
247
248 _____
249 Melissa Ann Coyne, CMC, City Clerk
250