



AGENDA
CITY OF LAKE WORTH BEACH
REGULAR CITY COMMISSION MEETING
CITY HALL COMMISSION CHAMBER
TUESDAY, JANUARY 18, 2022 - 6:00 PM

ROLL CALL:

INVOCATION OR MOMENT OF SILENCE: led by Mayor Betty Resch

PLEDGE OF ALLEGIANCE: led by Vice Mayor Herman Robinson

AGENDA - Additions / Deletions / Reordering:

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

- A. Anti-racism Proclamation
- B. [Presentation by Jervonte Edmonds, CEO & Founder of Suits for Seniors](#)
- C. Presentation by School Board Representative Erica Whitfield
- D. PBSO quarterly presentation by Captain Todd Baer
- E. [Stormwater Flooding Presentation by Brian Shields, Water Utilities Director](#)

COMMISSION LIAISON REPORTS AND COMMENTS:

PUBLIC PARTICIPATION OF NON-AGENDAED ITEMS AND CONSENT AGENDA:

APPROVAL OF MINUTES:

- A. [Pre-agenda work session - December 22, 2021](#)
- B. [Regular Minutes, January 4, 2022](#)

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

- A. [Confirmation of Chair and Vice Chair to the CRA Board](#)
- B. [Resolution No. 05-2022 – approving and authorizing the Mayor to execute the FY22 DLIS ARPA Florida grant award 21-ARPA-16 for implementation of the Connecting Our Community program](#)
- C. [Resolution 06-2022 – Supporting and Adopting the Palm Beach County League of Cities’ Resolution regarding Lake Okeechobee System Operation Manual](#)
- D. [Change Order #2 – final with Foster Marine Contractors, Inc. for District 3, Year 3 outfall project](#)

NEW BUSINESS:

- A. [Work Order #8 with The Paving Lady for paving work to be completed on 17th Ave N from N D St to the railroad tracks, 22nd Ave N and Park Street, and 21st Ave N from Park St to the dead end](#)
- B. [Resolution No. 07-2022 – approve and authorize the submission of an application to EDA for grant funding under the ARPA Good Jobs Challenge](#)
- C. [Resolution No. 08-2022 – amending the City Commission’s Rules of Procedure](#)

CITY ATTORNEY'S REPORT:

CITY MANAGER'S REPORT:

UPCOMING MEETINGS AND WORK SESSIONS:

January 25 - electric utility meeting
January 26 - pre-agenda work session @ 9 AM
January 26 - work session @ 4 PM
February 1 - regular meeting

ADJOURNMENT:

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

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



SUITS FOR SENIORS

*Suiting future leaders for lifelong
success*

WHO WE ARE



OUR MISSION

We help at risk youth by providing them access to economic mobility, entrepreneurship, and life skills. Most importantly, we suit them for lifelong success.

OUR VISION

Build the next generation of leaders who live with purpose, self confidence, and the mindset to help change the world.

Programs

Senior Success Program

The purpose is to teach high school students the importance of their educational career, personal finance, and professionalism so they can maximize the amount of opportunities they take after high school. It will also help students to properly work towards their goals and vision for the future.

Career Center Expansion

The purpose of the Career Center is to help individuals obtain employment that will allow them to sustain their lives. Individuals will be able to come to the center and receive a suit, a resume building session, and a mock interview. After the individual has received these services then they will be able to receive help applying for a job.

Suits For Seniors Online

Suits for Seniors college readiness and career exploration course is available online! Participating students will learn all about financial literacy, leadership, and career development, while also preparing to enter and succeed in college.

Senior Success Program

Outcomes

- ❑ 100% High School Graduation Rate
- ❑ 99% Avoid any criminal misconduct
- ❑ 95% Apply and receive FASFA
- ❑ 95% Are Accepted into College
- ❑ 90% Complete the first year of college
- ❑ 85% are currently employed
- ❑ 1 out of 3 are matched
- ❑ 1 out of 4 receive financial support

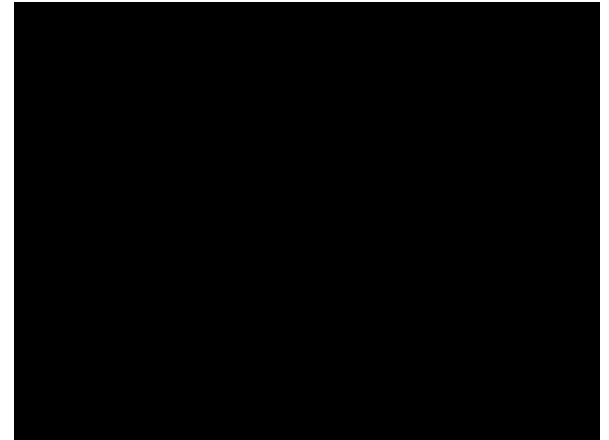


Career Center



Demographics

- 70% are age 26 - 39, and 30% are 40 - 65
- 99% African American
- 80% have High School Diploma or equivalent
- 80% earn below \$20,000
- 75% enter unemployed
- 65% have been previously incarcerated.



Outcomes

- 100% Receive professional attire
- 100% Connected to available jobs
- 90% Complete a career exploration course
- 90% Complete a personality test assessment



Mentoring

Mentors:



Mentees:



Suits For Seniors Online

Vision

We are incorporating virtual instruction into our Suits for Seniors program which will allow us to serve more students, while also expanding our depth of curriculum. Our instructional Services offers an engaging, content-rich 8th grade - College curriculum that can be customized to meet the unique needs of our students. Courses will be taught by our highly professional, industry-certified virtual instructors, and partners who focus on the skills needed to excel. With self-paced learning and customizable delivery options, Instructional Services can offer our school or district additional flexibility and the support needed to ensure your implementation is a success.

- Leadership
- College Admissions
- Scholarships
- Financial Literacy
- Investments
- Career Preparation and Exploration
- Resume and Interviewing
- Physical and Mental Health
- Healthy Eating Habits
- Interpersonal Relationships
- Entrepreneurship
- Anger Management
- Time Management
- Public Speaking

Suits For Seniors Online

Goals

- Empower students to achieve their highest level of success through the use of elearning.
- Further our relationship in hopes that Suits for Seniors will additionally move learning experiences into all of 8-12.
- To gain referrals into other corporate learning organizations for future business opportunities
- Transfer of information and Data.

Elearning

<https://sites.google.com/view/suitsforseniors/home>

Our Partners



SUITS FOR SENIORS



Questions?



Contact

Jervonte Edmonds

info@suitsforseniors.org

321-604-7590



Stormwater Resiliency

Julie Parham, P.E.

Giles Rhoads, P.E.

Assistant Water Utilities Directors

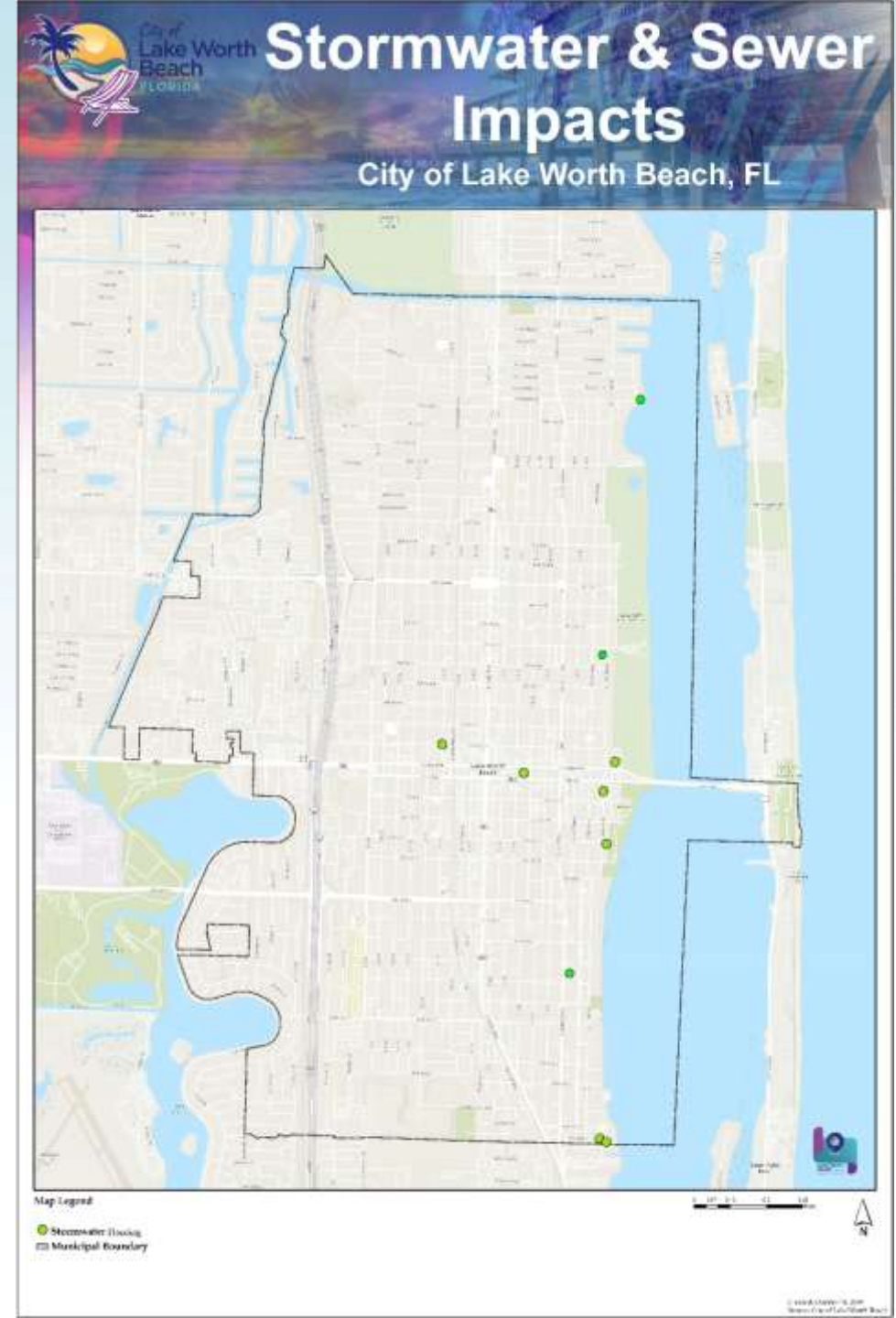
Brian Shields, P.E.

Water Utilities Director



Recent Extreme Storm Event:

- Stormwater Impacts from 12/19/2021 event, over 4 inches of rain in very short duration
- Coincided with King Tides that occurred early that morning
- Experienced flooding in several areas of City, as did many municipalities around CLWB
- City ROW and stormwater system designed to handle 3-year storm. SFWMD guidance allows 25-year storm to accumulate in ROW and must recede within 72 hours; water receded in less than 24 hours!



Stormwater

Issues & Mitigation Strategies

Issue:

- **STORMWATER FLOODING** – Stormwater collection system is designed for 3-year event (3 inches). Takes system longer to drain the more intense storm, so water finds way to other places until it can be drained. Compounded by king tides, high groundwater, and intense rainfall.

Mitigation Strategies for Worst Areas:

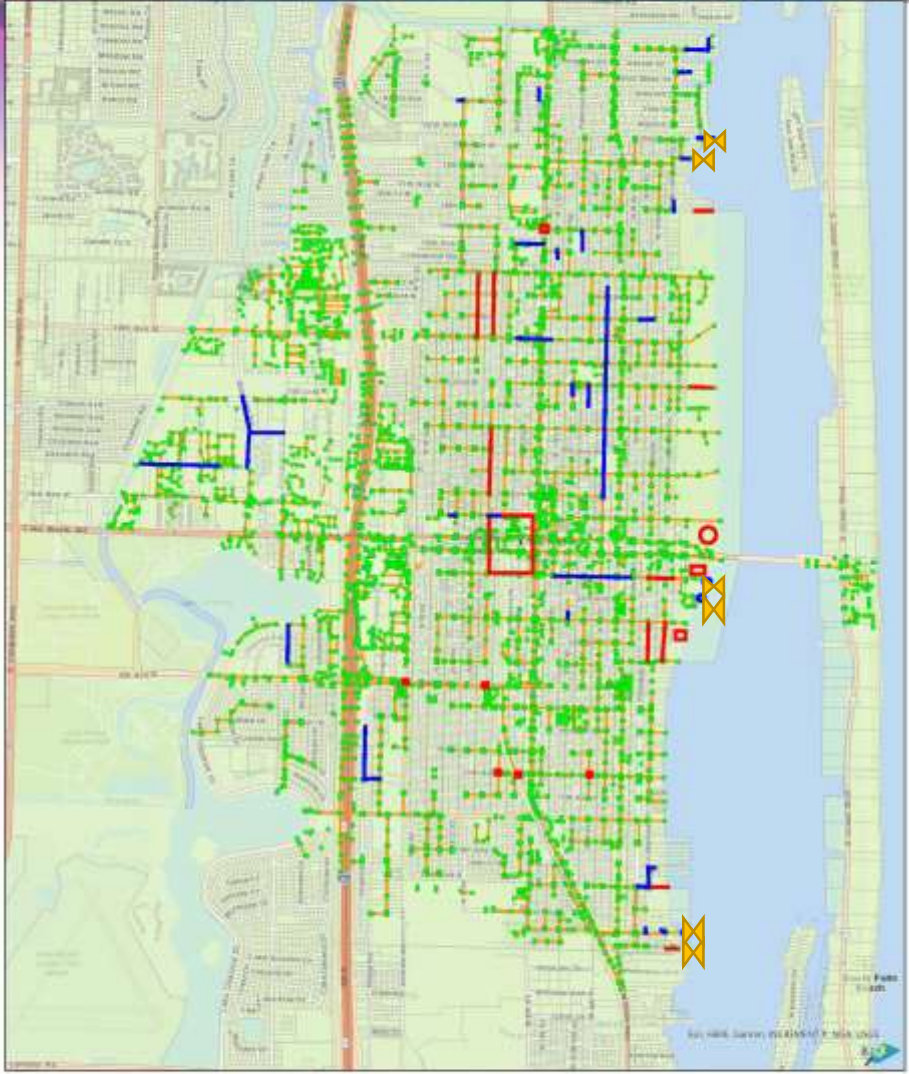
- Installation of tidal check valves to prevent king tide influence on storm system
- Reevaluate storm systems – check for blockages, televise lines.
- Stormwater pump stations, additional retention areas, underground storage chambers





Stormwater Projects

Water Utilities Department



Map Legend

- LW_STORMWATER
- LakeWorth.DBO.STORM_INLET_STRUCTURES
- LakeWorth.DBO.STORM_GRAVITY_MAIN_PIPES
- Completed Projects
- Future Projects
- TIDAL CHECK VALVE

Stormwater

Recent Projects:

- Tidal outfall check valve installations
- Drainage upgrades as part of Neighborhood Road Program:
 - District 1: Palmetto & S Ridge Rd, Virginia Drive
 - District 2: 22nd Avenue North and N D St; 14th Ave N from Central to Dixie; Florida St from Worthmore to 23rd Ave N;
 - District 3: Duke Drive and Holy Cross Lane, Georgia Lane and Furman Lane; 16th Ave N and N Lakeside, N M St; N K St from 14th to 15th Ave N; Wellesley and 18th Ave N Resiliency projects
 - District 4: S Lakeside Drive & 15th Ave S and Lakeside Palms Ct; 17th Ave S east of S Lakeside, 1st Ave S
- Drainage improvements on Park of Commerce Phase 1A, 1B and 2
- Stormwater Master Plan Update 2016 by CDM Smith
- Adopt-a-Drain program



Stormwater

Future Projects:

- Stormwater Master Plan updated in 2016 with reevaluations dated 2017, 2020 and 2021. Projects identified based on historical problem flood areas, modeling of system and stormwater quality improvements to reduce nutrient discharges to the Intracoastal and Lake Osborne - \$21 million; portion of remaining projects are stormwater quality improvements
- Projects' components:
 - Underground storage at Bryant Park
 - Increase lake size on golf course
 - New outfall and upgrades to existing
 - New inlets, culverts, catch basins, exfiltration trench, weirs
- Annual budget of \$50k for tidal check valve install, repair, maintenance
- CLWB has consistently pursued grants and filed for state assistance for projects
- CLWB part of Coastal Resilience Partnership and Climate Change Compact that provide guidance on best management practices and collaboration and information sharing



Stormwater

Capital Projects:

Project	Location	Capital Cost	Status
	North Lakeside Drive, Duke Drive, Notre Dame Drive and 1 Wellesley Drive, Federal Highway	\$ 1,300,000	Partially Complete
	2 15th Avenue North and N Dixie Highway	\$ 574,000	
	3 10th Avenue North to 13th Avenue North, E and F Streets	\$ 735,000	
	4 3rd Avenue North to 6th Avenue North and N F Street	\$ 2,076,000	
	5 6th Avenue South and South A Street	\$ 380,000	
	6 2nd Avenue North to 1st Avenue South, South F Street and Dixie Highway	\$ 2,983,000	
	7 Lake Avenue, 1st Avenue South, South M Street and Golfview Road	\$ 3,011,000	
	8 3rd Avenue South, 5th Avenue South, South Palmway and South Lakeside Drive	\$ 3,411,000	
	9 6th Avenue South and South F Street	\$ 229,000	
	10 10th Avenue South and South G Street	\$ 759,000	
	11 10th Avenue South and Dixie Highway	\$ 528,000	
	12 10th Avenue South and South N Street	\$ 528,000	
	13 18th Avenue South and South Palmway	\$ 500,000	
	14 Palmetto Avenue and South Pine Street	\$ 171,000	Complete
	15 15th Ave South, 17 th Ave South, Lakeside Drive, 18 th Ave South	\$ 2,000,000	Partially Complete
	16 16th Avenue North, 8th Avenue North, North Golfview Road	\$ 601,000	
	17 1st Avenue South storm repairs	\$ 300,000	
	18 Annual lining & joint repairs	\$ 100,000	
	19 Tidal check valve install/maintenance/repair	\$ 50,000	
	TOTAL:	\$ 20,065,000	



APPLICATIONS/AWARDS – STATE OF FLORIDA

APPLICATIONS SUBMITTED/PENDING REVIEW

State Legislative Request	10 th Ave N and 13 Ave N (check valves and outfalls)	\$350,000 grant/\$350,000 match
State Legislative Request	Parrot Cove Resiliency (check valves and outfalls)	\$450,000 grant/\$450,000 match
FDEP/Resilient Florida Program	Eden Place Mitigation (16 th Ave N check valve)	\$300,000 grant/\$300,000 match
FDEP/Resilient Florida Program	S Palm Park Mitigation (18 th Ave S pump station, C valve)	\$300,000 grant/\$300,000 match
Lake Worth Lagoon Initiative (ERM Legislative Request)	18 th Avenue North Baffle Box	\$250,000 grant/\$250,000 match
SWAG Non-Point	18 th Avenue North Baffle Box	\$250,000 grant
FDEP/FRDAP	Bryant Park Playground Phase 1	\$50,000 grant
FDEM	S. Palm Park Mitigation (18 th Ave S pump station, C valve)	\$450,000 grant/\$150,000 match

AWARDED

FDOS/LSTA	Literacy City Campaign	\$31,100 grant/\$31,870 in-kind
FDOS/DLIS ARPA	Connecting Our Community	\$30,050 grant
FDEO/CDBG-MIT	Water Treatment Plant Lime Bldg and E. Clearwell Roof	\$989,262.00

UNDERWAY/COMPLETING

FDOS/DLIS	State Aid to Libraries - Operating	\$7,974 grant
FDOT	Park of Commerce Phase 1B	\$1,500,000 grant/\$998,109 match
FDOT	Lake Worth Road and Roundabout	\$447,075 grant/\$205,715 match
FDOT	Park of Commerce Phase 2	\$3,000,000 grant

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END OF PRESENTATION

**MINUTES
CITY OF LAKE WORTH BEACH
CITY COMMISSION PRE-AGENDA WORK SESSION
CITY HALL COMMISSION CHAMBER
WEDNESDAY, DECEMBER 22, 2021 - 9:00 AM**

The meeting was called to order by Mayor Resch on the above date at 9:00 AM in the City Commission Chamber located at City Hall, 7 North Dixie Highway, Lake Worth Beach, Florida.

ROLL CALL: (0:14) Present were Mayor Betty Resch; Vice Mayor Herman Robinson and Commissioners Christopher McVoy (arrived at 9:02 AM) and Kimberly Stokes. ABSENT: Commissioner Sarah Malega. Also present were City Manager Carmen Davis, Assistant City Manager Juan Ruiz, City Attorney Christy L. Goddeau and Deputy City Clerk Shayla Ellis.

UPDATES / FUTURE ACTION / DIRECTION (1:00)

A. Possible agenda topics

Action: Consensus to add an ordinance addressing the procedures for board appointments to the January 18th regular commission meeting.

Action: Consensus to have William Waters, Community Sustainability Director, and Erin Sita, Community Sustainability Assistant Director, attend the next pre-agenda work session on January 12, 2022, to discuss with the Commission the possibility of creating a policy requiring developers to meet with stakeholders regarding their upcoming projects.

ADJOURNMENT: (1:08:42)

The meeting adjourned at 10:07 AM.

Betty Resch, Mayor

ATTEST:

Melissa Ann Coyne, City Clerk

Minutes Approved: January 18, 2021

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

**MINUTES
CITY OF LAKE WORTH BEACH
REGULAR CITY COMMISSION MEETING
CITY HALL COMMISSION CHAMBER
TUESDAY, JANUARY 4, 2022 - 6:00 PM**

The meeting was called to order by Mayor Resch on the above date at 6:00 PM in the City Commission Chamber located at City Hall, 7 North Dixie Highway, Lake Worth Beach, Florida.

ROLL CALL: (0:55) Present were Mayor Betty Resch; Vice Mayor Herman Robinson and Commissioners Sarah Malega, Christopher McVoy (via Zoom) and Kimberly Stokes. Also present were City Manager Carmen Davis, City Attorney Christy L. Goddeau and City Clerk Melissa Ann Coyne.

INVOCATION OR MOMENT OF SILENCE: (1:39) led by Commissioner Christopher McVoy.

PLEDGE OF ALLEGIANCE: (1:20) led by Commissioner Kimberly Stokes.

ADDITIONS/DELETIONS/REORDERING (3:45)

Consent item B, Third Amendment to Economic Development Incentive Agreement with The Mid, was moved to New Business E.

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

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

COMMISSION LIAISON REPORTS AND COMMENTS: (4:20)

PUBLIC PARTICIPATION OF NON-AGENDAED ITEMS AND CONSENT AGENDA: (26:15)

APPROVAL OF MINUTES: (32:40)

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

- A. Regular Meeting – November 16, 2021
- B. Regular Meeting – December 7, 2021
- C. Regular Meeting – December 14, 2021

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

CONSENT AGENDA: (32:49) (public comment allowed during Public Participation of Non-Agendaed items)

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

- A. ESRI Geographic Information System (GIS) Enterprise Agreement Renewal
- B. (moved to New Business E) Third Amendment to Economic Development Incentive Agreement with The Mid
- C. Level 3 Communications, LLC Pole Attachment and Settlement Agreement
- D. Resolution No. 03-2022 Adopting the Palm Beach County Revised Local Mitigation Strategy Plan
- E. Authorize Second Amendment with Mock Roos & Associates, Inc. for Engineering Design and Construction Management Services for the City's Neighborhood Street Program
- F. Authorize Subrecipient Agreement with State of Florida Department of Economic Opportunity (FDEO) for a grant for the Water Treatment Plant Roof Evaluation and Replacement Project

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

PUBLIC HEARINGS: (33:03)

- A. Resolution No. 04-2022 - Approve a Historic Preservation Ad Valorem Tax Exemption for the property located at 1020 South Lakeside Drive

City Attorney Goddeau did not read the resolution.

RESOLUTION NO. 04-2022 OF THE CITY COMMISSION OF THE CITY OF LAKE WORTH BEACH, FLORIDA, GRANTING AN AD VALOREM TAX EXEMPTION FOR THE PROPERTY LOCATED AT 1020 SOUTH LAKESIDE DRIVE, LAKE WORTH BEACH, FLORIDA, AS A RESULT OF THE HISTORIC PRESERVATION/REHABILITATION OF THE PROPERTY; PROVIDING AN EFFECTIVE DATE; AND FOR OTHER PURPOSES.

Action: Motion made by Vice Mayor Robinson and seconded by Commissioner Malega to approve Resolution No. 04-2022 – granting an Ad Valorem Tax Exemption for the property located at 1020 South Lakeside Drive, Lake Worth Beach, Florida.

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

NEW BUSINESS: (47:29)

A. Resolution No. 01-2022 updating the City of Lake Worth Beach's travel policy (47:31)

City Attorney Goddeau did not read the resolution.

RESOLUTION NO. 01-2022 OF THE CITY OF LAKE WORTH BEACH, FLORIDA, ADOPTING A PER DIEM AND TRAVEL EXPENSE POLICY PURSUANT TO SECTION 166.021(9), FLORIDA STATUTES; ADOPTING A PROCEDURAL GUIDE TO IMPLEMENT THE PER DIEM AND TRAVEL EXPENSE POLICY; AUTHORIZING THE CITY MANAGER TO AMEND THE PROCEDURAL GUIDE AS NEEDED; AND PROVIDING FOR CONFLICTS AND AN EFFECTIVE DATE

Action: Motion made by Vice Mayor Robinson and seconded by Commissioner Stokes to table Resolution No. 01-2022 – updating the City of Lake Worth Beach's travel policy until the January 18, 2022 meeting.

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

B. Resolution No. 02-2022 – Hazard Mitigation Grant Program Application for South Palm Park Resiliency Project (1:12:19)

City Attorney Goddeau did not read the resolution.

RESOLUTION NO. 02-2022 OF THE CITY OF LAKE WORTH BEACH, FLORIDA, TO AUTHORIZE THE SUBMISSION OF A PROPOSAL TO THE STATE OF FLORIDA DIVISION OF EMERGENCY MANAGEMENT FOR \$450,000 IN FUNDING UNDER THE HAZARD MITIGATION GRANT PROGRAM TO IMPLEMENT FLOOD MITIGATION MEASURES IN THE SOUTH PALM PARK NEIGHBORHOOD OF THE CITY; TO PROVIDE AN EFFECTIVE DATE; AND FOR OTHER PURPOSES

Action: Motion made by Commissioner Malega and seconded by Vice Mayor Robinson to approve/disapprove Resolution No. 02-2022 – Hazard Mitigation Grant Program Application for South Palm Park Resiliency Project.

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

C. Agreement with Siemens Energy, Inc. for the purchase of 145kV high voltage breakers (1:20:33)

Action: Motion made by Vice Mayor Robinson and seconded by Commissioner McVoy to approve/disapprove the agreement with Siemens Energy, Inc. for the purchase of 145kV high voltage breakers.

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

D. Agreement with Southern States LLC, for the purchase of 138kV switches (1:25:01)

Action: Motion made by Commissioner Malega and seconded by Commissioner Stokes to approve/disapprove the agreement with Agreement with Southern States LLC, for the purchase of 138kV switches.

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

E. (moved from Consent B) Third Amendment to Economic Development Incentive Agreement with The Mid (1:28:41)

Action: Motion made by Vice Mayor Robinson and seconded by Commissioner Malega to approve/disapprove the agreement with Third Amendment to Economic Development Incentive Agreement with The Mid.

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

CITY ATTORNEY'S REPORT:

City Attorney Goddeau did not provide a report.

CITY MANAGER'S REPORT: (1:41:50)

City Manager Davis provided the following report:

- Wished everyone a Happy New Year
- Announced that there was continuity of service during the current COVID outbreak; some staff were working from home and expressed gratitude for the dedicated employees who were working even while sick
- Said that the City Hall Annex, City Hall and 1900 buildings were open, but people may need to be buzzed in to limit capacity due to the outbreak
- Urged everyone to adhere to CDC guidelines and protocols
- Highlighted that work sessions would be scheduled regarding ARPA funds, visioning tying into the budget in March or April and the budget schedule was being worked on

UPCOMING MEETINGS AND WORK SESSIONS:

January 12 - pre-agenda work session @ 9 AM

January 18 - regular

January 25 - electric

January 26 - pre-agenda work session @ 9 AM

January 26 - work session (beach complex) @ 4 PM

A. Draft Agenda – January 18, 2022

ADJOURNMENT: (2:01:44)

Action: Motion made by Commissioner Malega and seconded by Commissioner Stokes to adjourn the meeting at 8:01 PM.

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

Betty Resch, Mayor

ATTEST:

Melissa Ann Coyne, City Clerk

Minutes approved January 18, 2022.

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

DRAFT

EXECUTIVE BRIEF REGULAR MEETING

AGENDA DATE: January 18, 2022

DEPARTMENT: City Commission

TITLE:

Confirmation of Chair and Vice Chair to the CRA Board

SUMMARY:

Joan Oliva, CRA Director, is requesting that the City Commission accept Brendan Lynch as CRA Board Chair and Brent Whitfield as CRA Board Vice-Chair.

BACKGROUND AND JUSTIFICATION:

According to the CRA by-laws, the Chair shall be nominated by a majority vote of the members, and a recommendation for appointment shall be sent to the Lake Worth Beach City Commission. The Chair shall preside at all meetings of the CRA and shall execute instruments in the name of the CRA as may be required, appoint such committees from time to time as may be deemed appropriate, and shall have general supervision, direction and control over the business and operations of the CRA.

At the October 21, 2021 meeting, the CRA Board nominated Brendan Lynch to serve as the Chair and Brent Whitfield to serve as the Vice Chair.

MOTION:

Move to approve/disapprove the nominations of Brendan Lynch to serve as the Chair and Brent Whitfield to serve as the Vice Chair of the CRA Board.

ATTACHMENT(S):

Fiscal Impact Analysis – N/A
CRA Memo



LAKE WORTH BEACH COMMUNITY REDEVELOPMENT AGENCY

1121 Lucerne Avenue | Lake Worth Beach, Florida 33460-3346 | T: 561-493-2550

www.lakeworthcra.org

FAX: (561) 586-1750

MEMORANDUM

TO: Honorable Mayor, Vice Mayor and City Commissioners

CC: Juan Ruiz, Acting City Manager

FROM: Joan C. Oliva, Executive Director

DATE: November 23, 2021

SUBJECT: Acceptance of Brendan Lynch as CRA Board Chair and Brent Whitfield as CRA Board Vice-Chair

EXPLANATION:

The current CRA By-Laws, Article 2, Officers and Employees, reads as follows:

2.1 Officers and Terms. The officers of the CRA shall be a Chair and a Vice-Chair, of which the term of office shall be two (2) years. If a vacancy occurs, the individual fulfilling the prior Chair's term shall serve for the remainder of the prior member's term until August 1st of the current year. Nominations shall be held on or before August 1 unless otherwise approved by the CRA.

2.2 Chair. The Chair shall be nominated by a majority vote of the members, and a recommendation for appointment shall be sent to the Lake Worth City Commission. The Chair shall preside at all meetings of the CRA and shall execute instruments in the name of the CRA as may be required, appoint such committees from time to time as may be deemed appropriate, and shall have general supervision, direction and control over the business and operations of the CRA.

At the October 21, 2021 meeting the Board nominated Brendan Lynch to serve as the Chair and Brent Whitfield to serve as the Vice Chair.

REQUEST:

We respectfully ask that the City Commission confirm these two nominations.

EXECUTIVE BRIEF REGULAR MEETING

AGENDA DATE: January 18, 2022

DEPARTMENT: Leisure Services

TITLE:

Resolution No. 05-2022 – approving and authorizing the Mayor to execute the FY22 DLIS ARPA Florida grant award 21-ARPA-16 for implementation of the Connecting Our Community program

SUMMARY:

The resolution approves and authorizes the Mayor to execute the Fiscal Year 2021-2022 Division of Library and Information Services (DLIS) Florida American Rescue Plan Act (ARPA) grant agreement 21-ARPA-16 in the amount of \$30,050. This grant funding is for the purpose of implementing the Connecting Our Community program.

BACKGROUND AND JUSTIFICATION:

Resolution No. 05-2022 approves and authorizes the Mayor to execute the Fiscal Year 2021-2022 DLIS ARPA Florida grant agreement 21-ARPA-16 that has been funded in the amount of \$30,050 for the implementation of the Connecting Our Community program. There is no local cost share required from the City for this award; however, the City did provide salaries as a cash match for a portion of the Grant funds.

The DLIS ARPA Grant Program supports local public libraries in helping communities respond directly to the pandemic, as well as to related economic and community needs through equitable approaches in digital inclusion and library services. The Connecting Our City program will be implemented by the municipal library staff to purchase hot spots, laptops, tablets and other digital devices for circulation in the community.

MOTION:

Move to approve/disapprove Resolution No. 05-2022 approving and authorizing the Mayor to execute the Fiscal Year 2021-2022 DLIS ARPA Florida grant award 21-APRA-16 funded at \$30,050 for implementation of the Connecting Our Community program.

ATTACHMENT(S):

Fiscal Impact Analysis
Resolution 05-2022
Grant Agreement 21-ARPA-16

FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2022	2023	2024	2025	2026
Capital Expenditures	0	0	0	0	0
Operating Expenditures	30,050	0	0	0	0
External Revenues	30,050	0	0	0	0
Program Income	0	0	0	0	0
In-kind Match	0	0	0	0	0
Net Fiscal Impact	0	0	0	0	0
No. of Addn'l Full-Time Employee Positions	0	0	0	0	0

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

Account Number	Account Description	Project Number	FY22 Budget	Current Balance	Budget Transfer	Agenda Expenditure	Balance
180-0000-334-70-00	Library Grants	TBD				30,050	
180-9720-572.52-00	Parks and Recreation/Operating supplies	TBD				30,050	

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RESOLUTION NO. 05-2022 OF THE CITY OF LAKE WORTH BEACH, FLORIDA, APPROVING AND AUTHORIZING THE MAYOR TO EXECUTE THE FISCAL YEAR 2021-2022 DIVISION OF LIBRARY AND INFORMATION SERVICES FLORIDA AMERICAN RESCUE PLAN ACT GRANT AGREEMENT 21-ARPA-16 IN THE AMOUNT OF \$30,050, PROVIDING FOR AN EFFECTIVE DATE; AND FOR OTHER PURPOSES

WHEREAS, the Florida Department of State (“Department”) has received funding from the Institute of Museum and Library Services under the provisions of the American Rescue Plan Act (“ARPA”); and

WHEREAS, the Department has made this funding available through its Division of Library and Information Services (“DLIS”) for the solicitation of programs that support public libraries to assist communities respond directly to the pandemic, as well as to related economic and community needs through equitable approaches digital inclusion and library services; and

WHEREAS, the Fiscal Year 2021-2022 DLIS ARPA grant program supports projects that continue, enhance or expand existing programs and services, as well as new programs to address emergent needs and unexpected hardships; and

WHEREAS, the City has been awarded \$30,050 in Fiscal Year 2021-2022 DLIS ARPA funding for the implementation of the Connecting Our Community program for the purchase of hot spots, laptops, tablets and other digital devices to circulate in the community; and

WHEREAS, no local cost share is required of the City; and

WHEREAS, the terms and conditions for the use of the grant award are set forth in the grant agreement 21-ARPA-16; and

WHEREAS, these grant funds serve a valid public purpose.

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

SECTION 1: The City Commission of the City of Lake worth Beach, Florida hereby approves and authorizes the Mayor to execute the grant agreement 21-ARPA-16 for grant funding in the amount of \$30,050 to implement the Connecting Our Community program.

SECTION 2: Upon execution of the resolution, one copy shall be forwarded to the Leisure Services Department Director. The fully executed original shall be maintained by the City Clerk as a public record of the City.

47 SECTION 3: This resolution shall become effective upon adoption.
48

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

- 52 Mayor Betty Resch
- 53 Vice Mayor Herman Robinson
- 54 Commissioner Sarah Malega
- 55 Commissioner Christopher McVoy
- 56 Commissioner Kimberly Stokes

57
58 The Mayor thereupon declared this resolution duly passed and adopted on the
59 _____ day of _____, 2022.

60 LAKE WORTH BEACH CITY COMMISSION

61
62
63 By: _____
64 Betty Resch, Mayor

65
66 ATTEST:

67
68
69 _____
70 Melissa Ann Coyne, City Clerk

**DLIS FLORIDA AMERICAN RESCUE PLAN ACT GRANT
AGREEMENT BETWEEN
THE STATE OF FLORIDA, DEPARTMENT OF STATE
AND**

City of Lake Worth Beach for and on behalf of Lake Worth Beach Public Library

This Agreement is by and between the State of Florida, Department of State, Division of Library and Information Services, hereinafter referred to as the "Division," and the City of Lake Worth Beach for and on behalf of Lake Worth Beach Public Library hereinafter referred to as the "Subgrantee."

The Subgrantee has met all eligibility requirements and has been awarded a DLIS Florida American Rescue Plan Act (ARPA) Grant (CFDA 45.310) by the Division: project number **21-ARPA-16** for the project "**Connecting Our Community**" in the amount of **\$30,050**. Federal funds are provided through the Library Services and Technology Act under Florida's long-range plan approved by the Institute of Museum and Library Services. State of Florida authority for this grant has been appropriated in the FY 2021-2022 General Appropriations Act. The Division, as administrator of federal funds in accordance with Section 257.12, *Florida Statutes*, has the authority to administer this grant. By reference, the application and any approved revisions are hereby made a part of this agreement.

In consideration of the mutual covenants and promises contained herein, the parties agree as follows:

1. **Grant Purpose.** This grant shall be used exclusively for the "Connecting Our Community," the public purpose for which these funds were awarded:

a) The Subgrantee shall perform the following **Scope of Work**:

The Lake Worth Beach Public Library is seeking to *Connect Our Community* by increasing the connectivity of our underserved population. The purpose of this project is to provide e-resources to the most isolated segments of our community so that they will be able to benefit from Library services even though they are unable to physically use the Library building.

This will be accomplished by purchasing e-books, mobile hot spots, Chromebook laptops, and tablets, preparing them for public use, and having them available for check out. Information cards and media posts will be produced to explain the service and collect data on the use of the devices in the community.

All tasks associated with this project, will be performed by September 30, 2022.

b) The Subgrantee agrees to provide the following **Deliverables** related to the Scope of Work for payments to be awarded.

#	Payment Type	Deliverable Description	Documentation	Payment Amount
1	Fixed Price	Lake Worth Beach Public Library will have developed an assessment tool to measure staff/user satisfaction with the new equipment and service (Questionnaire for Library Workforce About a Resource/Planning and Evaluation Activities).	To document evidence of completion of the deliverables Lake Worth Beach Public Library will provide examples of the evaluation questions, including written details of when and where the developed assessment tool will be used.	\$7,512
2	Fixed Price	Lake Worth Beach Public Library will have: 1. Developed a publicity / marketing plan for the equipment and service. 2. Developed project information cards.	To document evidence of completion of the deliverables Lake Worth Beach Public Library will provide: 1. Copy of the publicity / marketing plan. 2. Digital sample of the cards or documented content for the cards.	\$7,512
3	Fixed Price	Lake Worth Beach Public Library will have: 1. Purchased one hundred (100) e-books. 2. Purchased ten (10) laptops. 3. Purchased ten (10) tablets.	To document evidence of completion of the deliverables Lake Worth Beach Public Library will provide invoices for the specified purchases.	\$7,512
4	Fixed Price	Lake Worth Beach Public Library will have purchased thirty (30) hotspots.	To document evidence of completion of the deliverables Lake Worth Beach Public Library will provide invoices for the specified purchases.	\$6,010
5	Fixed Price	Lake Worth Beach Public Library will have purchased a cumulative total of one hundred fifty (150) e-books.	To document evidence of completion of the deliverables Lake Worth Beach Public Library will provide invoices for the specified purchase.	\$1,504
Totals				\$30,050

- c) The Subgrantee has provided an Estimated Project Budget (which is incorporated as part of this Agreement and titled Attachment A). All expenditures for this agreement shall be in accordance with this

budget.

2. **Length of Agreement.** This Agreement shall begin on **September 3, 2021** and shall end **September 30, 2022** unless terminated in accordance with the provisions of Section 38 of this Agreement.
3. **Expenditure of Grant and Matching Funds.** The Subgrantee shall only obligate or expend grant or matching funds during the length of the agreement. No costs incurred after the ending date of the Agreement or other termination of the Agreement shall be allowed.
4. **Contract Administration.** The parties are legally bound by the requirements of this agreement. Each party's contract manager, named below, will be responsible for monitoring its performance under this Agreement and will be the official contact for each party. Any notice(s) or other communications in regard to this agreement shall be directed to or delivered to the other party's contract manager by utilizing the information below. Any change in the contact information below should be submitted in writing to the contract manager within 10 days of the change.

For the Division of Library and Information Services:

David Beach, Library Program Specialist
Florida Department of State
R.A. Gray Building
Mail Station #9D
500 South Bronough Street
Tallahassee, Florida 32399-0250
Phone: 850.245.6630
Facsimile: 850.245.6643
Email: david.beach@dos.myflorida.com

For the Subgrantee:

Cindy Ansell, Librarian
Lake Worth Beach Public Library
15 North M Street Lake Worth Beach Florida 33460
Phone: 561.533.7354
Email: cansell@lakeworthbeachfl.gov

5. **Grant Payments.** All grant payments are requested by submitting a Payment Request. Payment Requests and supporting documentation must be submitted on the DOS Grants System at dosgrants.com. The total grant award shall not exceed \$30,050 which shall be paid by the Division in consideration for the Subgrantee's minimum performance as set forth by the terms and conditions of this Agreement. The grant payment schedule is outlined below:
 - a) All payments will be made in the amounts identified with the Deliverables in Section 1 of this Agreement.
 - b) All payments will be made in accordance with the completion of those Deliverables.

6. **Electronic Payments.** The Subgrantee can choose to use electronic funds transfer (EFT) to receive grant payments. All Subgrantees wishing to receive their award through EFT must submit a Vendor Direct Deposit Authorization form (form number DFS-AI-26E rev 6/2014), incorporated by reference, to the Florida Department of Financial Services. If EFT has already been set up for your organization, you do not need to submit another authorization form unless you have changed bank accounts. To download this form visit myfloridacfo.com/Division/AA/Forms/DFS-AI-26E.pdf. The form also includes tools and information that allow you to check on payments.
7. **Florida Substitute Form W-9.** A completed Substitute Form W-9 is required from any entity that receives a payment from the State of Florida that may be subject to 1099 reporting. The Department of Financial Services (DFS) must have the correct Taxpayer Identification Number (TIN) and other related information in order to report accurate tax information to the Internal Revenue Service (IRS). To register or access a Florida Substitute Form W-9 visit flvendor.myfloridacfo.com. If the Subgrantee has not previously submitted a copy of the Subgrantee's Florida Substitute Form W-9, a copy must be submitted with the executed Agreement.
8. **Changes to Project.** Should the Subgrantee wish to make changes to the outcomes, Scope of Work, equipment to be purchased, key personnel, expenditures or deliverables, the Subgrantee must request permission to revise the project. This is done by submitting a Change Request. Changes within a budget category that are more than ten percent (10%) of the award or that move funds from one budget category to another require submission of a Change Request. Approval must be obtained from the Division before the changes are implemented in the project. Approval will be granted for changes that are consistent with the intent of the approved application or prior Change Requests. Changes to the project must be requested using the Change Request in the DOS Grants System at dosgrants.com.
9. **Amendment to Contract.** Either party may request modification of the provisions of this Agreement by filing a Change Request with the Division. The Change Request must be submitted using the DOS Grants System at dosgrants.com. Changes that are agreed upon shall be valid only when amended in writing, signed by each of the parties and attached to the original of this Agreement. If changes are implemented without the Division's written approval, the organization is subject to noncompliance, the grant award is subject to partial or complete refund to the State of Florida and this agreement is subject to termination.
10. **Financial Consequences.** The Department shall apply the following financial consequences for failure to perform the minimum level of services required by this Agreement in accordance with Sections 215.971 and 287.058, *Florida Statutes*:

Payments will be withheld if the Deliverables identified in Section 1 of this Agreement are not satisfactorily completed.
11. **Grant Reporting Requirements.** The Subgrantee must submit a Mid-Year Report on or by **January 31, 2022**. The Mid-Year report must be submitted using the DOS Grants System at dosgrants.com. At the completion of the project, the Subgrantee must submit a Final Report on or by **November 1, 2022**. The Final Report must be submitted using the DOS Grants System at dosgrants.com.
12. **Grant Completion Deadline.** The grant completion deadline is **September 30, 2022**. The Grant Completion Deadline is the

date by which all grant and matching funds have been expended in accordance with the work described in the Scope of Work as detailed in the Estimated Project Budget.

- 13. Acknowledgement of Grant Funding.** Both the Institute of Museum and Library Services (IMLS) and the Division require public acknowledgement of DLIS Florida American Rescue Plan Act (ARPA) grant funding for activities and publications supported by grant funds. Any announcements, information, press releases, publications, brochures, videos, webpages, programs, etc. created as part of an ARPA project must include an acknowledgment that ARPA funds were used to create them.

Use the following text:

“This project was funded under the provisions of the DLIS Florida American Rescue Plan Act (ARPA) from the Institute of Museum and Library Services. Florida’s DLIS Florida ARPA program is administered by the Department of State’s Division of Library and Information Services.”

Additionally, when the subgrantee issues statements, press releases, requests for proposals, bid solicitations and other documents describing the programs funded in whole or in part with federal money, all of the following must be clearly stated:

1. Percentage and dollar amount of the total costs of the program or project which will be financed with federal government money.
2. Percentage and dollar amount of the total costs of the project or program financed with state government money.
3. Percentage and dollar amount of the total costs of the project or program financed with local government money.
4. Percentage and dollar amount of the total costs of the program or project financed with other non-governmental money.

- 14. Grant Expenditures.** The Subgrantee agrees to expend all grant funds received under this agreement solely for the purposes for which they were authorized and appropriated. Expenditures shall be in compliance with the state and federal guidelines for allowable project costs. State guidelines for allowable costs are outlined in the Department of Financial Services’ Reference Guide for State Expenditures (as of January 2020), incorporated by reference, which are available online at <https://www.myfloridacfo.com/division/aa/manuals/documents/ReferenceGuideforStateExpenditures.pdf>. Federal guidelines for allowable costs can be found at [gpo.gov/fdsys/pkg/CFR-2014-title2-voll/pdf/CFR-2014-title2-voll-part200-subpartE.pdf](https://www.gpo.gov/fdsys/pkg/CFR-2014-title2-voll/pdf/CFR-2014-title2-voll-part200-subpartE.pdf) in 2 *CFR* Part 200, Subpart E – Cost Principles (as of September 2019), incorporated by reference.

In addition, the following are not allowed as grant expenditures:

- a) Construction. Funds may not be used to build, remodel or expand library facilities. However, they may be used to retrofit a building to accommodate technologies (e.g., wiring).
- b) Audits. If the Subgrantee’s governing entity has received less than \$750,000 in federal funds, ARPA funds may not be used to cover audit costs.
- c) Food. Although food may be served at a program being paid for with grant funds, the food may not be

purchased with grant or matching funds.

d) Motor vehicles. Grant funds may not be used for the purchase or continuous lease of motor vehicles.

15. **Travel Expenses.** The Subgrantee must pay any travel expenses, from grant or local matching funds, in accordance to the provisions of Section 112.061, *Florida Statutes*.
16. **Equipment Purchased With Grant Funding.** Before the Subgrantee can purchase any equipment with a purchase price of more than \$5,000 (per item), the Division must request approval from the Institute of Museum and Library Services. The Subgrantee will be notified once the approval has been obtained.
17. **Unobligated and Unearned Funds and Allowable Costs.** In accordance with Section 215.971, *Florida Statutes*, the Subgrantee shall refund to the State of Florida any balance of unobligated funds which has been advanced or paid to the Subgrantee. In addition, funds paid in excess of the amount to which the Subgrantee is entitled under the terms and conditions of the agreement must be refunded to the state agency. Further, the Subgrantee may expend funds only for allowable costs resulting from obligations incurred during the specified agreement period. Expenditures of state and federal financial assistance must be in compliance with the laws, rules and regulations applicable to expenditures of funds. For state funds, guidelines for allowable costs are outlined in the Department of Financial Services' Reference Guide for State Expenditures (as of January 2020) <https://www.myfloridacfo.com/division/aa/manuals/documents/ReferenceGuideforStateExpenditures.pdf>), incorporated by reference. For federal funds, guidelines for allowable costs can be found [gpo.gov/fdsys/pkg/CFR-2014-title2-voll/pdf/CFR-2014-title2-voll-part200-subpartE.pdf](https://www.gpo.gov/fdsys/pkg/CFR-2014-title2-voll/pdf/CFR-2014-title2-voll-part200-subpartE.pdf) in 2 *CFR* Part 200, Subpart E – Cost Principles (as of September 2019), incorporated by reference.
18. **Repayment.** All refunds or repayments to be made to the Department under this agreement are to be made payable to the order of “Department of State” and mailed directly to the following address: Florida Department of State, Attention: David Beach, Library Program Specialist, Division of Library and Information Services, 500 South Bronough Street, Mail Station #9D, Tallahassee, FL 32399. In accordance with Section 215.34(2), *Florida Statutes*, if a check or other draft is returned to the Department for collection, Subgrantee shall pay to the Department a service fee of \$15.00 or five percent (5%) of the face amount of the returned check or draft, whichever is greater.
19. **Single Audit Act.** Each Subgrantee, other than a Subgrantee that is a state agency, shall submit to an audit pursuant to the federal Single Audit Act, 2 Code of Federal Regulations Part 200, Subpart F – Audit Requirements ([gpo.gov/fdsys/pkg/CFR-2014-title2-voll/pdf/CFR-2014-title2-voll-part200.pdf](https://www.gpo.gov/fdsys/pkg/CFR-2014-title2-voll/pdf/CFR-2014-title2-voll-part200.pdf) (as of September 2019)), incorporated by reference. See Attachment B for additional information regarding this requirement. If a Subgrantee is not required by law to conduct an audit in accordance with the Florida Single Audit Act because it did not expend at least \$750,000 in state financial assistance, it must submit a Financial Report on its operations pursuant to Section 218.39, *Florida Statutes* within nine months of the close of its fiscal year.
20. **Retention of Accounting Records.** Financial records, supporting documents, statistical records and all other records, including electronic storage media pertinent to the Project, shall be retained through June 30, 2029. If any litigation or audit is initiated or claim made, the records shall be retained until June 30, 2029 or five fiscal years after the litigation, audit or claim has been completed and all issues arising from it have been resolved,

whichever is later.

21. **Obligation to Provide State Access to Grant Records.** The Subgrantee must make all grant records of expenditures, copies of reports, books, and related documentation available to the Division or a duly authorized representative of the State of Florida for inspection at reasonable times for the purpose of making audits, examinations, excerpts and transcripts.
22. **Obligation to Provide Public Access to Grant Records.** The Division reserves the right to unilaterally cancel this Agreement in the event that the Subgrantee refuses public access to all documents or other materials made or received by the Subgrantee that are subject to the provisions of Chapter 119, *Florida Statutes*, known as the *Florida Public Records Act*. The Subgrantee must immediately contact the Division's Contract Manager for assistance if it receives a public records request related to this Agreement.
23. **Noncompliance.** Any Subgrantee that is not following Florida statutes or rules, the terms of the grant agreement, Florida Department of State (DOS) policies and guidance, local policies or other applicable law, or that has not submitted required reports or satisfied other administrative requirements for other Division of Library and Information Services grants or grants from any other DOS Division will be in noncompliance status and subject to the DOS Grants Compliance Procedure. DOS Divisions include the Division of Arts and Culture, the Division of Historical Resources, the Division of Elections and the Division of Library and Information Services. Grant compliance issues must be resolved before a grant award agreement may be executed and before grant payments for any DOS grant may be released.
24. **Accounting Requirements.** The Subgrantee must maintain an accounting system that provides a complete record of the use of all project funds as follows:
 - a) The accounting system must be able to specifically identify and provide audit trails that trace the receipt, maintenance and expenditure of project funds.
 - b) Accounting records must adequately identify the sources and application of funds for all grant activities and must classify and identify grant funds by using the same budget categories that were approved in the grant application. If Subgrantee's accounting system accumulates data in a different format than the one in the grant application, subsidiary records must document and reconcile the amounts shown in the Subgrantee's accounting records to those amounts reported to the Division.
 - c) An interest-bearing checking account or accounts in a state or federally chartered institution may be used for revenues and expenses described in the Scope of Work and detailed in the Estimated Project Budget.
 - d) The name of the account(s) must include the grant award number.
 - e) The Subgrantee's accounting records must have effective control over and accountability for all funds, property and other assets.
 - f) Accounting records must be supported by source documentation and be in sufficient detail to allow for a proper pre-audit and post-audit (such as invoices, bills and canceled checks).
25. **Availability of Grant Funds.** The State of Florida's performance and obligation to pay grant funds under any

Agreement are contingent upon an annual appropriation by the Florida Legislature and upon an annual appropriation of the U.S. Congress. In the event that the state or federal funds upon which this Agreement is dependent are withdrawn, this Agreement will be automatically terminated, and the Division shall have no further liability to the Subgrantee beyond those amounts already expended prior to the termination date. Such termination will not affect the responsibility of the Subgrantee under this Agreement as to those funds previously distributed. In the event of a state revenue shortfall, the total grant may be reduced accordingly.

- 26. Excluded or Disqualified.** The Subgrantee certifies that to the best of the Subgrantee's knowledge and belief the Subgrantee and its principals:
- a) Are not presently excluded or disqualified (debarment, suspension and other responsibility matters).
 - b) Have not been convicted within the preceding three years of any of the offenses listed in 45 *CFR* 1185.800(a), ([gpo.gov/fdsys/pkg/CFR-2005-title45-vol3/pdf/CFR-2005-title45-vol3-part1185-subpartH.pdf](https://www.gpo.gov/fdsys/pkg/CFR-2005-title45-vol3/pdf/CFR-2005-title45-vol3-part1185-subpartH.pdf) (as of September 2019)) incorporated by reference, or had a civil judgment rendered against them for one of those offenses within that time period.
 - c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state or local) with commission of any of the offenses listed in 45 *CFR* 1185.800(a) ([gpo.gov/fdsys/pkg/CFR-2005-title45-vol3/pdf/CFR-2005-title45-vol3-part1185-subpartH.pdf](https://www.gpo.gov/fdsys/pkg/CFR-2005-title45-vol3/pdf/CFR-2005-title45-vol3-part1185-subpartH.pdf) (as of September 2019)), incorporated by reference.
 - d) Have not had one or more public transactions (federal, state or local) terminated within the preceding three years for cause or default.
 - e) Will comply with 45 *CFR* Part 1185 Subpart C (Responsibilities of Participants Regarding Transactions) ([gpo.gov/fdsys/pkg/CFR-2005-title45-vol3/pdf/CFR-2005-title45-vol3-part1185-subpartC.pdf](https://www.gpo.gov/fdsys/pkg/CFR-2005-title45-vol3/pdf/CFR-2005-title45-vol3-part1185-subpartC.pdf) (as of September 2019)), incorporated by reference, and will require similar compliance with Subpart C by persons at the next lower tier with whom the primary tier participant enters into covered transactions.
- 27. Drug-Free Workplace.** The Subgrantee will provide or continue to provide a drug-free workplace by complying with the requirements in 45 *CFR*, Subtitle A, Subchapter A, Part 76, Subpart F, Drug Free Workplace Requirements (Grants) ([gpo.gov/fdsys/pkg/CFR-1999-title45-vol1/pdf/CFR-1999-title45-vol1-part76-subpartF.pdf](https://www.gpo.gov/fdsys/pkg/CFR-1999-title45-vol1/pdf/CFR-1999-title45-vol1-part76-subpartF.pdf) (as of September 2019)), incorporated by reference.

This includes making a good faith effort, on a continuing basis, to maintain a drug-free workplace; publishing a drug-free workplace statement; establishing a drug-free awareness program for employees; taking actions concerning employees who are convicted of violating drug statutes in the workplace; and identifying (either with this application, upon award, or in documents kept on file in the Subgrantee's office) all known workplaces under the award.

- 28. Lobbying.** The Subgrantee will not use any grant funds for lobbying the state legislature, the state judicial branch or any state agency. The Subgrantee will not use any grant funds for lobbying an officer or employee of any federal agency, Member of Congress, officer or employee of Congress, or an employee of a Member of Congress in connection with any of the following federal actions:
- a) The awarding of any federal contract.

- b) The making of any federal grant.
- c) The making of any federal loan.
- d) The entering into of any cooperative agreement.
- e) The extension, continuation, renewal, amendment or modification of any federal contract, grant, loan or cooperative agreement.

29. Delinquent in Repayment of Federal Debt. The Subgrantee certifies that, to the best of the Subgrantee's knowledge and belief, the Subgrantee is not delinquent in the repayment of any federal debt.

30. Nondiscrimination. As required by the Civil Rights Act of 1964, (eoc.gov/laws/statutes/titlevii.cfm (as of September 2019)) incorporated by reference, the Rehabilitation Act of 1973 (<https://uscode.house.gov/view.xhtml?req=granuleid:USC-prelim-title29-section701&num=0&edition=prelim> (as of June 2021)), incorporated by reference, the Education Amendments of 1972 (uscode.house.gov/view.xhtml?path=/prelim@title20/chapter38&edition=prelim (as of September 2019)), incorporated by reference, and the Age Discrimination in Employment Act of 1975, as implemented by 45 *CFR* Part 1180.44 (uscode.house.gov/view.xhtml?path=/prelim@title42/chapter76&edition=prelim (as of September 2019)), incorporated by reference, the Subgrantee certifies that the Subgrantee will comply with the following nondiscrimination statutes and their implementing regulations:

- a) Title VI of the Civil Rights Act of 1964, as amended (42 *USC* § 2000d et seq.) (<https://uscode.house.gov/view.xhtml?req=granuleid:USC-prelim-title42-chapter21-subchapter5&saved=|KHRpdGxlOjQyIHNIY3Rpb246MjAwMGQtNyBIZGl0aW9uOnByZWxpbSk=|||0|false|prelim&edition=prelim> (as of June 2021)) incorporated by reference, which provides that no person in the United States shall, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or otherwise be subject to discrimination under any program or activity receiving federal financial assistance;
- b) Section 504 of the Rehabilitation Act of 1973, as amended (29 *USC* § 701 et seq.) (uscode.house.gov/view.xhtml?path=/prelim@title29/chapter16/&edition=prelim (as of September 2019)), incorporated by reference, which prohibits discrimination on the basis of disability in federally-assisted programs;
- c) Title IX of the Education Amendments of 1972, as amended (20 *USC* §§ 1681-83, 1685-86), (uscode.house.gov/view.xhtml?path=/prelim@title20/chapter38&edition=prelim (as of September 2019)) incorporated by reference, which prohibits discrimination on the basis of sex in education programs and activities receiving federal financial assistance; and
- d) The Age Discrimination in Employment Act of 1975, as amended (42 *USC* § 6101 et seq.), (uscode.house.gov/view.xhtml?path=/prelim@title42/chapter76&edition=prelim (as of September 2019)) incorporated by reference, which prohibits discrimination on the basis of age in federally-assisted programs.

The Subgrantee shall insert a list of similar provisions in all subcontracts for services required by this agreement.

31. Copyright and License. When publications, films or similar materials are developed, directly or indirectly, from a program, project or activity supported with grant funds, Subgrantee (and any of its subcontractors, if applicable) shall grant the Department of State an irrevocable, royalty-free, non-transferable, non-exclusive right and license to reproduce or otherwise use, to make derivative works from, and to display and distribute any copyrighted material developed under this Agreement for any state governmental purpose. The Subgrantee also grants the federal awarding agency a royalty-free, nonexclusive and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use, for federal government purposes:

- a) The copyright in any work developed under a grant, subgrant or contract under a grant or subgrant.
- b) Any rights of copyright to which the grantee, subgrantee or a contractor purchases ownership with grant support.

The Subgrantee shall include the foregoing paragraph in all of its subcontracts.

32. Independent Contractor Status of Subgrantee. The Subgrantee, if not a state agency, agrees that its officers, agents and employees, in performance of this Agreement, shall act in the capacity of independent contractors and not as officers, agents or employees of the state. The Subgrantee is not entitled to accrue any benefits of state employment, including retirement benefits and any other rights or privileges connected with employment by the State of Florida.

33. Subgrantee's Subcontractors. The Subgrantee shall be responsible for all work performed and all expenses incurred in connection with this Agreement. The Subgrantee may subcontract, as necessary, to perform the services and to provide commodities required by this Agreement. The Division shall not be liable to any subcontractor(s) for any expenses or liabilities incurred under the Subgrantee's subcontract(s), and the Subgrantee shall be solely liable to its subcontractor(s) for all expenses and liabilities incurred under its subcontract(s). The Subgrantee must take the necessary steps to ensure that each of its subcontractors will be deemed to be independent contractors and will not be considered or permitted to be agents, servants, joint venturers or partners of the Division.

34. Liability. The Division will not assume any liability for the acts, omissions to act or negligence of the Subgrantee, its agents, servants or employees; nor may the Subgrantee exclude liability for its own acts, omissions to act or negligence to the Division.

- a) The Subgrantee shall be responsible for claims of any nature, including but not limited to injury, death and property damage arising out of activities related to this Agreement by the Subgrantee, its agents, servants, employees and subcontractors. The Subgrantee shall indemnify and hold the Division harmless from any and all claims of any nature and shall investigate all such claims at its own expense. If the Subgrantee is governed by Section 768.28, *Florida Statutes*, it shall only be obligated in accordance with this Section.
- b) Neither the state nor any agency or subdivision of the state waives any defense of sovereign immunity or increases the limits of its liability by entering into this Agreement.
- c) The Division shall not be liable for attorney fees, interest, late charges or service fees, or cost of collection related to this Agreement.

- d) The Subgrantee shall be responsible for all work performed and all expenses incurred in connection with the project. The Subgrantee may subcontract as necessary to perform the services set forth in this Agreement, including entering into subcontracts with vendors for services and commodities, provided that such subcontract has been approved in writing by the Department prior to its execution and provided that it is understood by the Subgrantee that the Department shall not be liable to the subcontractor for any expenses or liabilities incurred under the subcontract and that the Subgrantee shall be solely liable to the subcontractor for all expenses and liabilities incurred under the subcontract.
- 35. Strict Compliance with Laws.** The Subgrantee shall perform all acts required by this Agreement in strict conformity with all applicable laws and regulations of the local, state and federal law. For consequences of noncompliance, see Section 24, Noncompliance.
- 36. Breach of Agreement.** The Division will demand the return of grant funds already received, will withhold subsequent payments and/or will terminate this agreement if the Subgrantee improperly expends and manages grant funds; fails to prepare, preserve or surrender records required by this Agreement; or otherwise violates this Agreement.
- 37. Termination of Agreement.** The Division will terminate or end this Agreement if the Subgrantee fails to fulfill its obligations herein. In such event, the Division will provide the Subgrantee a notice of its violation by letter and shall give the Subgrantee fifteen (15) calendar days from the date of receipt to cure its violation. If the violation is not cured within the stated period, the Division will terminate this Agreement. The notice of violation letter shall be delivered to the Subgrantee's Contract Manager, personally, or mailed to his/her specified address by a method that provides proof of receipt. In the event that the Division terminates this Agreement, the Subgrantee will be compensated for any work completed in accordance with this Agreement prior to the notification of termination if the Division deems this reasonable under the circumstances. Grant funds previously advanced and not expended on work completed in accordance with this Agreement shall be returned to the Division, with interest, within thirty (30) days after termination of this Agreement. The Division does not waive any of its rights to additional damages if grant funds are returned under this Section.
- 38. Preservation of Remedies.** No delay or omission to exercise any right, power or remedy accruing to either party upon breach or violation by either party under this Agreement shall impair any such right, power or remedy of either party; nor shall such delay or omission be construed as a waiver of any such breach or default or any similar breach or default.
- 39. Non-Assignment of Agreement.** The Subgrantee may not assign, sublicense or otherwise transfer its rights, duties or obligations under this Agreement without the prior written consent of the Division, which shall not unreasonably be withheld. The agreement transferee must demonstrate compliance with the requirements of the project. If the Division approves a transfer of the Subgrantee's obligations, the Subgrantee shall remain liable for all work performed and all expenses incurred in connection with this Agreement. In the event the Legislature transfers the rights, duties and obligations of the Division to another governmental entity, pursuant to Section 20.06, *Florida Statutes* or otherwise, the rights, duties and obligations under this Agreement shall be transferred to the succeeding governmental agency as if it was the original party to this Agreement.
- 40. Required Procurement Procedures for Obtaining Goods and Services.** The Subgrantee shall provide maximum open competition when procuring goods and services related to the grant-assisted project in

accordance with Section 287.057, *Florida Statutes*.

- a) **Procurement of Goods and Services Not Exceeding \$35,000.** The Subgrantee must use the applicable procurement method described below:
 1. Purchases Up to \$2,500: Procurement of goods and services where individual purchases do not exceed \$2,500 do not require competition and may be conducted at the Subgrantee's discretion.
 2. Purchases or Contract Amounts Between \$2,500 and \$35,000: Goods and services costing between \$2,500 and \$35,000 require informal competition and may be procured by purchase order, acceptance of vendor proposals or other appropriate procurement document.
 - b) **Procurement of Goods and Services Exceeding \$35,000.** Goods and services costing over \$35,000 may be procured by either Formal Invitation to Bid, Request for Proposals or Invitation to Negotiate and may be procured by purchase order, acceptance of vendor proposals or other appropriate procurement document.
41. **Conflicts of Interest.** The Subgrantee hereby certifies that it is cognizant of the prohibition of conflicts of interest described in Sections 112.311 through 112.326, *Florida Statutes* and affirms that it will not enter into or maintain a business or other relationship with any employee of the Department of State that would violate those provisions. The Subgrantee further agrees to seek authorization from the General Counsel for the Department of State prior to entering into any business or other relationship with a Department of State Employee to avoid a potential violation of those statutes.
 42. **Binding of Successors.** This Agreement shall bind the successors, assigns and legal representatives of the Subgrantee and of any legal entity that succeeds to the obligations of the Division of Library and Information Services.
 43. **Employment of Unauthorized Aliens.** The employment of unauthorized aliens by the Subgrantee is considered a violation of Section 274A (a) of the Immigration and Nationality Act (8 USC 1324(a)) (as of September 2019), incorporated by reference. If the Subgrantee knowingly employs unauthorized aliens, such violation shall be cause for unilateral cancellation of this Agreement.
 44. **Severability.** If any term or provision of the Agreement is found to be illegal and unenforceable, the remainder will remain in full force and effect, and such term or provision shall be deemed stricken.
 45. **Americans with Disabilities Act.** All programs and facilities related to this Agreement must meet the standards of Sections 553.501 through 553.513, *Florida Statutes* and the *Americans with Disabilities Act of 1990* (ada.gov (as of September 2019)), incorporated by reference.
 46. **Governing Law.** This Agreement shall be construed, performed and enforced in all respects in accordance with the laws and rules of Florida. Venue or location for any legal action arising under this Agreement will be in Leon County, Florida.
 47. **Entire Agreement.** The entire Agreement of the parties consists of the following documents:

- a) This Agreement.
- b) Estimated Project Budget (Attachment A).
- c) Florida Single Audit Act Requirements (Attachment B).

In acknowledgment of Project Number 21-ARPA-16, provided for from funds appropriated in the FY 2021-2022 General Appropriation Act in the amount of \$30,050, the Subgrantee hereby certifies that they have read this entire Agreement and will comply with all of its requirements.

Subgrantee:

Department of State

By: _____

Authorized Official for the Subgrantee

By: _____

Amy L. Johnson, Director
Division of Library and Information Services
Department of State, State of Florida

Typed name and title

Date

Date

Witness

Witness

Date

Date

ATTACHMENT A
Estimated Project Budget

Description	Grant Funds	Cash Match	In Kind Match
Salaries & Benefits			
Library Manager	\$0	\$9,569	\$0
Librarian 1	\$0	\$4,681	\$0
Library Associate 1	\$0	\$3,779	\$0
Library Associate	\$0	\$3,588	\$0
<i>Subtotals</i>	<i>\$0</i>	<i>\$21,617</i>	<i>\$0</i>
Library Materials			
200 Ebooks	\$10,000	\$0	\$0
<i>Subtotals</i>	<i>\$10,000</i>	<i>\$0</i>	<i>\$0</i>
Other			
30 Net10 Mobile Hotspots with 30 day data plans	\$12,300	\$0	\$0
10 HP 14" Touch Screen Laptops Intel Core i3 8GB Memory 256GB SSD	\$5,000	\$0	\$0
10 Samsung Galaxy Tab A 8 inch 64GB WiFi Tablet	\$2,000	\$0	\$0
50 padded bags with imprint	\$500	\$0	\$0
200 project information cards	\$250	\$0	\$0
<i>Subtotals</i>	<i>\$20,050</i>	<i>\$0</i>	<i>\$0</i>
Totals	\$30,050	\$21,617	\$0

ATTACHMENT B
FLORIDA SINGLE AUDIT ACT REQUIREMENTS

AUDIT REQUIREMENTS

The administration of resources awarded by the Department of State to the Subgrantee may be subject to audits and/or monitoring by the Department of State as described in this Addendum to the Grant Award Agreement.

Monitoring

In addition to reviews of audits conducted in accordance with 2 CFR 200, Subpart F - Audit Requirements, and section 215.97, *Florida Statutes (F.S.)*, as revised (see Audits below), monitoring procedures may include, but not be limited to, on-site visits by Department of State staff, limited scope audits as defined by 2 CFR 2 §200.425, or other procedures. By entering into this agreement, the recipient agrees to comply and cooperate with any monitoring procedures/processes deemed appropriate by the Department of State. In the event the Department of State determines that a limited scope audit of the recipient is appropriate, the recipient agrees to comply with any additional instructions provided by the Department of State staff to the recipient regarding such audit. The recipient further agrees to comply and cooperate with any inspections, reviews, investigations or audits deemed necessary by the Chief Financial Officer (CFO) or Auditor General.

Audits

Part I: Federally Funded

This part is applicable if the recipient is a state or local government or a nonprofit organization as defined in 2 CFR §200.90, §200.64, and §200.70.

1. A recipient that expends \$750,000 or more in federal awards in its fiscal year must have a single or program-specific audit conducted in accordance with the provisions of 2 CFR 200, Subpart F - Audit Requirements. Exhibit 1 to this agreement lists the federal resources awarded through the Department of State by this agreement. In determining the federal awards expended in its fiscal year, the recipient shall consider all sources of federal awards, including federal resources received from the Department of State. The determination of amounts of federal awards expended should be in accordance with the guidelines established by 2 CFR 200.502-503. An audit of the recipient conducted by the Auditor General in accordance with the provisions of 2 CFR 200.514, will meet the requirement of this Part.
2. For the audit requirements addressed in Part I, paragraph 1, the recipient shall fulfill the requirements relative to auditee responsibilities as provided in 2 CFR 200.508-512.
3. A recipient that expends less than \$750,000 in federal awards in its fiscal year is not required to have an audit conducted in accordance with the provisions of 2 CFR 200, subpart F - Audit Requirements. If the recipient expends less than \$750,000 in federal awards in its fiscal year and elects to have an audit conducted in accordance with the provisions of 2 CFR 200, subpart F - Audit Requirements, the cost of the audit must be paid from non-federal resources (i.e. the cost of such an audit must be paid from recipient resources obtained

from other than federal entities).

Part II: State Funded

This part is applicable if the recipient is a nonstate entity as defined by section 215.97(2), *F.S.*

1. In the event that the recipient expends a total amount of state financial assistance equal to or in excess of \$750,000 in any fiscal year of such recipient (for fiscal years ending June 30, 2017 and thereafter), the recipient must have a state single or project-specific audit for such fiscal year in accordance with Section 215.97, *F.S.*; Rule Chapter 69I-5 F.A.C., State Financial Assistance; and Chapters Chapters 10.550 (local governmental entities) and 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General. EXHIBIT 1 to this agreement indicates state financial assistance awarded through the Department of State by this agreement. In determining the state financial assistance expended in its fiscal year, the recipient shall consider all sources of state financial assistance, including state financial assistance received from the Department of State, other state agencies, and other nonstate entities. State financial assistance does not include federal direct or pass-through awards and resources received by a nonstate entity for federal program matching requirements.
2. For the audit requirements addressed in Part II, paragraph 1, the recipient shall ensure that the audit complies with the requirements of Section 215.97(8), *F.S.* This includes submission of a financial reporting package as defined by Section 215.97(2) *F.S.*, and Chapters 10.550 (local governmental entities) and 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General.
3. If the recipient expends less than \$750,000 in state financial assistance in its fiscal year (for fiscal years ending June 30, 2017 and thereafter), an audit conducted in accordance with the provisions of Section 215.97, *F.S.*, is not required. In the event that the recipient expends less than \$750,000 in state financial assistance in its fiscal year and elects to have an audit conducted in accordance with the provisions of Section 215.97, *F.S.*, the cost of the audit must be paid from the nonstate entity's resources (i.e., the cost of such an audit must be paid from the recipient's resources obtained from other than State entities).

The Internet web addresses listed below will assist recipients in locating documents referenced in the text of this agreement and the interpretation of compliance issues.

State of Florida Department Financial Services (Chief Financial Officer)

<http://www.myfloridacfo.com/>

State of Florida Legislature (Statutes, Legislation relating to the Florida Single Audit Act)

<http://www.leg.state.fl.us/>

Part III: Report Submission

1. Copies of reporting packages for audits conducted in accordance with 2 CFR 200, Subpart F - Audit Requirements, and required by PART I of this agreement shall be submitted, when required by 2 CFR 200.512, by or on behalf of the recipient directly to each of the following:
 - A. The Department of State via the DOS Grants System at <https://dosgrants.com>

B. The Federal Audit Clearinghouse (FAC) as provided in 2 CFR 200.6 and section 200.512

The FAC's website prides a data entry system and required forms for submitting the single audit reporting package. Updates to the location of the FAC and data entry system may be found at the OMB website.

2. Copies of financial reporting packages required by PART II of this agreement shall be submitted by or on behalf of the recipient directly to each of the following:

A. The Department of State via the DOS Grants System at <https://dosgrants.com>

B. The Auditor General's Office at the following address:

Auditor General
Local Government Audits/342
Claude Pepper Building, Room 401
111 West Madison Street
Tallahassee, Florida 32399-1450

1. Any reports, management letter, or other information required to be submitted to the Department of State pursuant to this agreement shall be submitted timely in accordance with 2 CFR 200.512, section 215.97 F.S. and Chapters 10.550 (local governmental entities) and 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, as applicable.
2. Recipients, when submitting financial reporting packages to the Department of State for audits done in accordance with 2 CFR 200, Subpart F - Audit Requirements or Chapters 10.550 (local governmental entities) and 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, should indicate the date that the reporting package was delivered to the recipient in correspondence accompanying the reporting package.

Part IV: Record Retention

1. The recipient shall retain sufficient records demonstrating its compliance with the terms of the award(s) and this agreement through June 30, 2029, and shall allow the Department of State, or its designee, the CFO, or Auditor General access to such records upon request. The recipient shall ensure that audit working papers are made available to the Department of State, or its designee, the CFO, or Auditor General upon request for a period of at least three years from the date the audit report is issued, unless extended in writing by the Department of State.

EXHIBIT – 1

**FEDERAL RESOURCES AWARDED TO THE RECIPIENT
PURSUANT TO THIS AGREEMENT CONSIST OF THE FOLLOWING:**

Florida Department of State, Florida American Rescue Plan Act Grant
CFDA Number 45.310
Award amount: \$30,050

**COMPLIANCE REQUIREMENTS APPLICABLE TO THE FEDERAL RESOURCES
AWARDED PURSUANT TO THIS AGREEMENT ARE AS FOLLOWS:**

Code of Federal Regulations, Title 2 Grants and Agreements, Revised January 1, 2014
(2 CFR 2)

**STATE RESOURCES AWARDED TO THE RECIPIENT
PURSUANT TO THIS AGREEMENT CONSIST OF THE FOLLOWING:**

MATCHING RESOURCES FOR FEDERAL PROGRAMS:

Not applicable

SUBJECT TO SECTION 215.97, *FLORIDA STATUTES*:

Not applicable

**COMPLIANCE REQUIREMENTS APPLICABLE TO STATE RESOURCES AWARDED
PURSUANT TO THIS AGREEMENT ARE AS FOLLOWS:**

Not applicable

ARPA Grant Agreement (Form DLIS/ARPA01)
Chapter 1B-2.011(2)(d), *Florida Administrative Code*, effective 03-2020

EXECUTIVE BRIEF REGULAR MEETING

AGENDA DATE: January 18, 2022

DEPARTMENT: City Attorney

TITLE:

Resolution 06-2022 – Supporting and Adopting the Palm Beach County League of Cities’ Resolution regarding Lake Okeechobee System Operation Manual

SUMMARY:

Resolution No. 06-2022 provides the City’s support and adoption of the Palm Beach County League of Cities’ Resolution regarding the U.S. Army Corps of Engineers’ development of a new Lake Okeechobee Operational Schedule, Lake Okeechobee System Operation Manual.

BACKGROUND AND JUSTIFICATION:

On October 27, 2021, the Palm Beach County League of Cities (PBC LOC) adopted Resolution No. 21-01 regarding the U.S. Army Corps of Engineers’ development of a new Lake Okeechobee Operational schedule, Lake Okeechobee System Operation Manual (LOSOM) (a copy of the PBC LOC resolution is attached). In its resolution, PBC LOC set forth measures it supports and measures it opposes for the LOSOM being developed by the U.S. Army Corps of Engineers. The City Commission previously provided direction to City staff to prepare a resolution to support and adopt the PBC LOC’s Resolution No. 21-01 as the City’s own resolution.

If adopted, City Resolution No. 06-2022 will be provided to the PBC LOC and U.S. Army Corps of Engineers.

MOTION:

Move to approve / disapprove Resolution 06-2022 – Supporting and Adopting the Palm Beach County League of Cities’ Resolution regarding Lake Okeechobee System Operation Manual.

ATTACHMENT(S):

Fiscal Impact Analysis – N/A
City Resolution 06-2022
PBC LOC Resolution No. 21-01

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RESOLUTION NO. 06-2022 OF THE CITY OF LAKE WORTH BEACH, FLORIDA, SUPPORTING AND ADOPTING THE PALM BEACH COUNTY LEAGUE OF CITIES’ RESOLUTION ON THE U.S. ARMY CORPS OF ENGINEERS’ DEVELOPMENT OF A NEW LAKE OKEECHOBEE OPERATIONAL SCHEDULE, LAKE OKEECHOBEE SYSTEM OPERATION MANUAL (LOSOM); PROVIDING FOR DIRECTIONS TO THE CITY CLERK, REPEAL OF CONFLICTING RESOLUTIONS, AND AN EFFECTIVE DATE

WHEREAS, on October 27, 2021, the Palm Beach County League of Cities (PBC LOC) adopted Resolution No. 21-01 regarding the U.S. Army Corps of Engineers’ development of a new Lake Okeechobee Operational schedule, Lake Okeechobee System Operation Manual (LOSOM) (a copy of the PBC LOC resolution is attached hereto and incorporated herein); and,

WHEREAS, in its resolution, PBC LOC set forth measures it supports and measures it opposes for the LOSOM being developed by the U.S. Army Corps of Engineers; and,

WHEREAS, the City Commission has reviewed PBC LOC’s resolution and supports its findings and conclusions in Resolution No. 21-01; and,

WHEREAS, the City Commission desires to adopt PBC LOC’s Resolution No. 21-01 as a resolution of the City of Lake Worth Beach; and

WHEREAS, the City Commission finds supporting and adopting PBC LOC’s Resolution No. 21-01 serves a valid public purpose.

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

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

Section 2. The City of Lake Worth Beach fully supports and adopts PBC LOC’s attached Resolution No. 21-01 as the City’s own resolution and the City supports the PBC LOC in its findings and conclusions set forth therein.

Section 3. The City Clerk is directed to provide a copy of this resolution to the PBC LOC and the U.S. Army Corps of Engineers.

Section 4. All resolutions in conflict herewith are hereby repealed.

47 **Section 5.** This resolution shall become effective upon its adoption.
48

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

- 51
- 52 Mayor Betty Resch
- 53 Vice Mayor Herman Robinson
- 54 Commissioner Sarah Malega
- 55 Commissioner Christopher McVoy
- 56 Commissioner Kim Stokes
- 57

58 The Mayor thereupon declared this resolution duly passed and adopted on this
59 18th day of January 2022.
60

61
62 LAKE WORTH BEACH CITY COMMISSION
63

64
65 By: _____
66 Betty Resch, Mayor
67

68 ATTEST:
69

70
71 _____
72 Melissa Ann Coyne, City Clerk

Resolution No. 21-01

Resolution of the Palm Beach County League of Cities on the U.S. Army Corps of Engineers' Development of a New Lake Okeechobee Operational Schedule, Lake Okeechobee System Operation Manual (LOSOM)

WHEREAS, Lake Okeechobee is the liquid heart of an integrated regional water management system and is essential and interconnected to communities, businesses, public water supply utilities and ecosystems throughout Palm Beach County; and,

WHEREAS, Lake Okeechobee is an integral component of the Central and Southern Florida Flood Control Project and is critical to meeting the water supply needs of Palm Beach County and all South Florida; and,

WHEREAS, Lake Okeechobee is essential to protecting the region's water supply infrastructure from saltwater intrusion by providing a source of freshwater to prevent the migration of saltwater into coastal wellfields; and,

WHEREAS, Lake Okeechobee's authorized project purposes include flood control, water supply, water storage, navigation, and salinity control; and,

WHEREAS, rehabilitation activities on Lake Okeechobee's Herbert Hoover Dike by the United States Army Corps of Engineers (Corps) began in the early 2000s and became a comprehensive rehabilitation after its dam safety action classification rating of "1" occurred in 2006; the repairs are expected to be completed by 2022; and,

WHEREAS, the current Lake Okeechobee Rehabilitation Schedule, "LORS 2008," was implemented as an interim schedule, which lowered the Lake and reduced its storage to reduce the risk of the dike's failure while repairs were ongoing; and,

WHEREAS, the communities in Palm Beach County rely on Lake Okeechobee for their water supply, which is a critical part of the communities' socioeconomic success and necessary to sustain our communities' current and future growth; and,

WHEREAS, Palm Beach County residents have waited years for Herbert Hoover Dike restoration and will need adequate time to review the Corps' proposed Lake Okeechobee System Operating Manual (LOSOM) alternatives to provide input toward reaching a well-supported schedule that serves the lake's purposes and has broad-based support; and,

WHEREAS, the Palm Beach County League of Cities League) is composed of 39 cities and our communities include diverse residents from all economic backgrounds, needs and resources; and,

WHEREAS, the League is focused on the equitable treatment of all persons and promoting environmental justice throughout our communities; and,

WHEREAS, the League wishes to provide its input in the critical decision-making process being undertaken by the Corps in the development of LOSOM, because the Lake impacts the quality of life and livelihood of the residents of our communities.

NOW THEREFORE, BE IT RESOLVED BY THE PALM BEACH COUNTY LEAGUE OF CITIES that the League supports the following as it relates to the new Lake Okeechobee System Operating Manual (LOSOM) being developed by the Corps in partnership with the State of Florida:

1. A science-based evaluation that is transparent, provides for fair treatment and meaningful involvement of all people and meets all congressionally authorized purposes of Lake Okeechobee operations; and
2. The use of modeling that accurately and appropriately allows the Corps and stakeholders to evaluate the impact of Lake operations on water supply availability, particularly in Palm Beach County; and
3. Performance measures that appropriately and accurately characterize impacts to our communities as it related to our water supply and our economy, including ensuring there are not disproportionately high and adverse human health or environmental effects on minority and low-income populations; and
4. The selection of a Lake schedule that ensures navigation, water storage and water supplies for our communities are resilient and return our supply to the performance that existed pre-LORS 2008; and
5. The implementation of water storage and water quality treatment projects in Lake Okeechobee tributary basins north of the Lake, the Lake, and other areas; and
6. Lake Okeechobee operations that reduce water use restrictions and cutbacks on public water utilities, agricultural uses, and other existing water uses as compared to those which occur under LORS 2008; and
7. Lake Okeechobee operations that incrementally improve ecologic performance as made possible by restoration infrastructure and appropriately related to Lake Okeechobee operations; and
8. A partnership with the League and its members that allows for involvement in the planning and implantation of the plan; and
9. Ensuring compliance with President Biden’s Executive Order 14008 dated January 27, 2021, which provides: “Agencies shall make achieving environmental justice part of their missions by developing programs, policies, and activities to address the disproportionately high and adverse human health, environmental, climate-related and other cumulative impacts on disadvantaged communities, as well as the accompanying economic challenges of such impacts.”

AND BE IT FURTHER RESOLVED that the League opposes the following as related to the Lake Okeechobee LOSOM, schedule:

1. Lowering Lake Okeechobee to levels not supported by sound science which would induce drought conditions, impact the ability to deliver water to communities, and result in economic harm to our communities; and
2. Using flexibility to operate the Lake outside of an adopted, defined Lake schedule and creating uncertainty in water storage and future water supplies; and
3. Prioritizing goals and objectives that are not part of the Lake's congressionally authorized purposes; and
4. Failing to provide stakeholders the adequate time needed to analyze the alternatives; and
5. Releasing excessive water to the Lake Worth Lagoon and failing to assure water for aquifer recharge and natural resources such as Grassy Waters and the Wild and Scenic Loxahatchee River; and
6. Conversely, Lake Okeechobee operations that result in exposure of the region's water supply infrastructure to saltwater intrusion from restricting the appropriate amounts of freshwater to prevent the migration of saltwater into coastal wellfields; and
7. Lake Okeechobee operations that result in restrictions on recreational and commercial fishing and navigation, which would impact small businesses, such as marinas, fishing guide services, and the hospitality industry.

THIS RESOLUTION SHALL BECOME EFFECTIVE IMMEDIATELY UPON ITS ADOPTION.

PASSED AND ADOPTED this 27th day of October 2021.

BOARD OF DIRECTORS OF
THE PALM BEACH COUNTY
LEAGUE OF CITIES, INC.



Kimberly Glas-Castro, President

(SEAL)

ATTEST:



Leondrae Camel, Secretary/Treasurer

EXECUTIVE BRIEF REGULAR MEETING

AGENDA DATE: January 18, 2022

DEPARTMENT: Water Utilities

TITLE:

Change Order #2 – final with Foster Marine Contractors, Inc. for District 3, Year 3 outfall project

SUMMARY:

The Change Order #2 – final with Foster Marine Contractors, Inc. provides for additional contract time due to changes identified in the field and provides for reduction in contract cost in connection to those changes.

BACKGROUND AND JUSTIFICATION:

The City bid the Neighborhood Road District 3 Year 3 project in January 2019. The project scope was adjusted in Work Directive Change 1 (WDC-1) to reduce the scope of project by deleting and revising contract line items. During construction, additional scope elements were identified and work was reduced further. Major items that were identified and removed include a 20 linear foot section of retaining head wall that was planned to be demolished and replaced, but instead will remain. Since the existing headwall was kept, the removal and replacement of 54-inch outfall was taken out of the contract. The existing headwall was improved with a new headwall cap added to match the proposed design grades. Additionally, the fabrication of an offset sleeve was needed to properly install the 54-inch tide check valve at 18th Ave N. The above tasks required additional time due to design changes and the fabrication of the sleeve. These changes added 45 days of contract time. However, the overall contract cost and budget was reduced by \$21,525.72.

MOTION:

Move to approve/disapprove Change Order #2 with Foster Marine Contractors, Inc for District 3 Year 3 outfall project.

ATTACHMENT(S):

Fiscal Impact Analysis
Change Order #2 final

FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2022	2023	2024	2025	2026
Capital Expenditures	(\$21,525.72)	0	0	0	0
Operating Expenditures	0	0	0	0	0
External Revenues	0	0	0	0	0
Program Income	0	0	0	0	0
In-kind Match	0	0	0	0	0
Net Fiscal Impact	0	0	0	0	0
No. of Addn'l Full-Time Employee Positions	0	0	0	0	0

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

Account Number	Account Description	Project Number	FY22 Budget	Current Balance	Budget Transfer	Agenda Expenditure	Balance
428-5090-538.63-15	Stormwater	NR1903	\$3,007,943.00	\$2,294,681.32		(\$21,525.72)	\$2,316,207.04



WATER UTILITIES DEPARTMENT
301 COLLEGE STREET
LAKE WORTH BEACH, FL 33460
561.586.1710

CHANGE ORDER

Project Number: NR-1903 Contractor: Foster Marine Contractor, Inc.

Project Name: District 3, Year 3 Outfall Project

Change Order Number: 2- Final

Change Order Effective Date: January 18, 2021 Contractor Phone: 561-683-0034

Change Order Type: Time Existing Purchase Order Number: 182032

Description of Change: During construction phase of this project several changes were made to improve the overall final product and constructability for both project sites. Changes to the final construction plan are identified in the attached Work Directive Changes 2 & 3. The changes include keeping and improving some of the existing bulk head sections of the seawall and piping, providing additional closure pours, and providing a offset angle sleeve in order to mount a tide check valve. The above changes required additional time of 45 days, however they provided for a savings in construction cost \$21,525.72.



**See Work Directive Change 2 and 3 attached
after the signature page of this change order**



IN WITNESS WHEREOF, the OWNER/CITY has approved this Change Order No. 2-final
to the District 3, Year 3 Outfall Project on _____, 20__.

CITY OF LAKE WORTH BEACH, FLORIDA

ATTEST:

By: _____
Melissa Coyne, City Clerk

By: _____
Betty Resch, Mayor

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY:

APPROVED FOR FINANCIAL
SUFFICIENCY

By: _____
Glen J. Torcivia, City Attorney

By: _____
Bruce T. Miller, Financial Services Director



WATER UTILITIES DEPARTMENT

301 College Street
 Lake Worth, FL 33460
 561.586.1710

WORK DIRECTIVE CHANGE

Date of Issuance: September 29, 2021 WDC Number: 2
 P.O.: 182032
 Project Number: NR 1903
 Project Name: District 3 Outfall Project
 Contractor: Foster Marine Contractors, Inc. Contractor Phone: (561) 683-0034
 Engineer: Baxter - Woodman, Inc.
 Owner (Name, Address): City of Lake Worth Beach

You are directed to proceed promptly with the following Change(s):
 Purpose of the work:

1. Construct seawall cap in accordance with revised design approved by the City with no contract price increase.
2. Delete removal and replacement of 54" pipe and approximately 20 LF of adjacent existing seawall and construct modified cap for existing seawall at the 18th Ave. N. outfall for a net savings of (\$13,042.50) in accordance with contractor's itemized proposal.

Attachments: Modified cap design for entire project; modified cap for existing seawall at 18th Ave. N.; Contractor cost submittal.

If a claim is made that the above change(s) have affected Contract Price or Contract Time, any claim for a Change Order based thereon will involve one of the following methods of determining the effect of the change(s).

Method of Determining change in Contract Price:
 Time & Materials
 Unit Price as Negotiated
 Cost Plus fixed Fee

Method of Determining change in Contract Time:
 Contractor's Records
 Engineer's Records
 Other

Estimated Increase (decrease) in Contract Price: -0- Time:
 If the change involves an increase, the estimated amount is not to be exceeded without further authorization.

Estimated Increase (decrease) in Contract Time: -30- Days. If the change involves an increase, the estimated time is not to be exceeded without further authorization.

Reviewed and Recommended by:	<u>[Signature]</u> Program Manager	<u>September 29, 2021</u> Date
Accepted by:	<u>Howard Wight</u> Contractor	<u>9/29/21</u> Date
Authorized by:	<u>[Signature]</u> Water Utilities Asst. Director	<u>9/29/2021</u> Date
Authorized by:	<u>[Signature]</u> Water Utilities Director	<u>9/30/21</u> Date

CONTRACTOR and the OWNER agree that this WORK DIRECTIVE CHANGE represents the complete agreement of the parties with respect to these matters as of the date of this WORK DIRECTIVE CHANGE. By approving this WORK DIRECTIVE CHANGE, the CONTRACTOR releases any and all claims that it may have against the OWNER under the subject contract including, but not limited to claims for equitable adjustments, which occurred or accrued prior to the effective date of this WORK DIRECTIVE CHANGE except those claims made in writing to the OWNER prior to the effective date of this WORK DIRECTIVE CHANGE.



Foster Marine Contractors, Inc.

3180 Fairlane Farms Rd. Wellington, FL 33414

Phone (561) 683-0034 Fax (561) 683-0335

DATE: 8/20/2021
PRODUCT NUMBER/TITLE: ALTERNATE PILE CAP DESIGN & CAP JOINT LAYOUT (REVISED)
PROJECT: District 3 Outfall Project

OWNER:



City of Lake Worth Beach

ENGINEER:



477 S. Rosemary Ave. Suite 330,
West Palm Beach, FL 33401
Phone: 561-655-6175 Fax: 561-655-6179

CONTRACTOR: Foster Marine Contractors, Inc.
Job # 21-102

SUPPLIER: Murray Logan Construction, Inc.

SUBMITTAL ID Number: 011R (Revised/Resubmitted)

APPROVED:


R. Howard Wight

Murray Logan Construction, Inc.

313 65th Trail N.

West Palm Beach, FL. 33413

Phone: 561-686-3948 Fax: 561-686-7465

August 19, 2021

City of Lake Worth Neighborhood Road Project, District 3, Year 3 Outfall Project Project #140503004

Alternate Pile Cap Design & Cap Joint Layout

REV1

Response to comments on Cap Layout:

1. Detail 3/SD-2 is for an Expansion Joint and there is no detail given for the Construction Joints, they are two different types of control joints. Note 1 of detail 3/SD-2 describes the Construction Joint as a 1" V Groove along both faces and top of cap.
2. Wellesley Dr.'s cap joint lay out plan complies with the intent of the plans.
 - a) At the north end of the seawall there is an expansion joint between the new wall and the neighboring existing wall. Since the City does not own the existing wall to the north we cannot make a physical connection to it, dowels cannot be inserted.
 - b) The wall is less than 75' in total length, so an expansion joint is not technically required, however there is one at the north end of the project.
 - c) Detail 3/SD-2 note 1 states that Construction Joints be spaced at 25' max between Expansion Joints and at all changes of direction. The cap joint lay out plan shows a Construction Joint at the first bend in the seawall which is 22'5" south on the Expansion Joint, at the north end of the seawall. The next Construction Joint is located at the second bend in the seawall which is approximately 22'5" southwest of the first Construction Joint. The seawall then runs and then terminates approximately 15'10" to the west of the second construction joint. The total length of the wall is approximately 66' 8".
 - d) Detail 3/SD-2 of contract draws details how to construct the Expansion Joint, no need to show a repetitive detail on the lay out drawing.

3. 18th Ave North cap joint lay out complies with the intent of the plans:
- a) At the north end of the seawall there is an expansion joint between the new wall and the neighboring existing wall. Since the City does not own the existing wall to the north we cannot make a physical connection to it, dowels cannot be inserted.
 - b) 33.39' southwest from the north end of the seawall there is another Expansion Joint. The total length of the wall is approximately 81.41', therefore the layout of the Expansion Joints complies with the intent of the plans.
 - c) The cap joint plan shows 3ea Construction Joints, one at each bend in the wall, (2ea) and another one centered on the south return wall. None of the Construction Joints are more than 20'10" from another Construction Joint or Expansion Joint, this complies with detail 3/SD-2 note 1 "Construction Joints be spaced at 25' max between Expansion Joints and at all changes of direction."
 - d) Detail 3/SD-2 of contract draws details how to construct the Expansion Joint, no need to show a repetitive detail on the lay out drawing.
4. Detail 3/SD-2 is intended for a steel sheet pile wall, not a concrete king panel wall. Steel sheet piling and concrete expand and contract at different rates making more of a need an Expansion Joint. A concrete panel wall tends to expand and contract at the same rate making the Expansion Joint less needed. I also feel that adding the dowels to the Expansion Joint is more problematic then beneficial, especially in a saltwater environment, as it creates a spot to promote premature corrosion of the reinforcing steel.

Response to comments on Cap Detail:

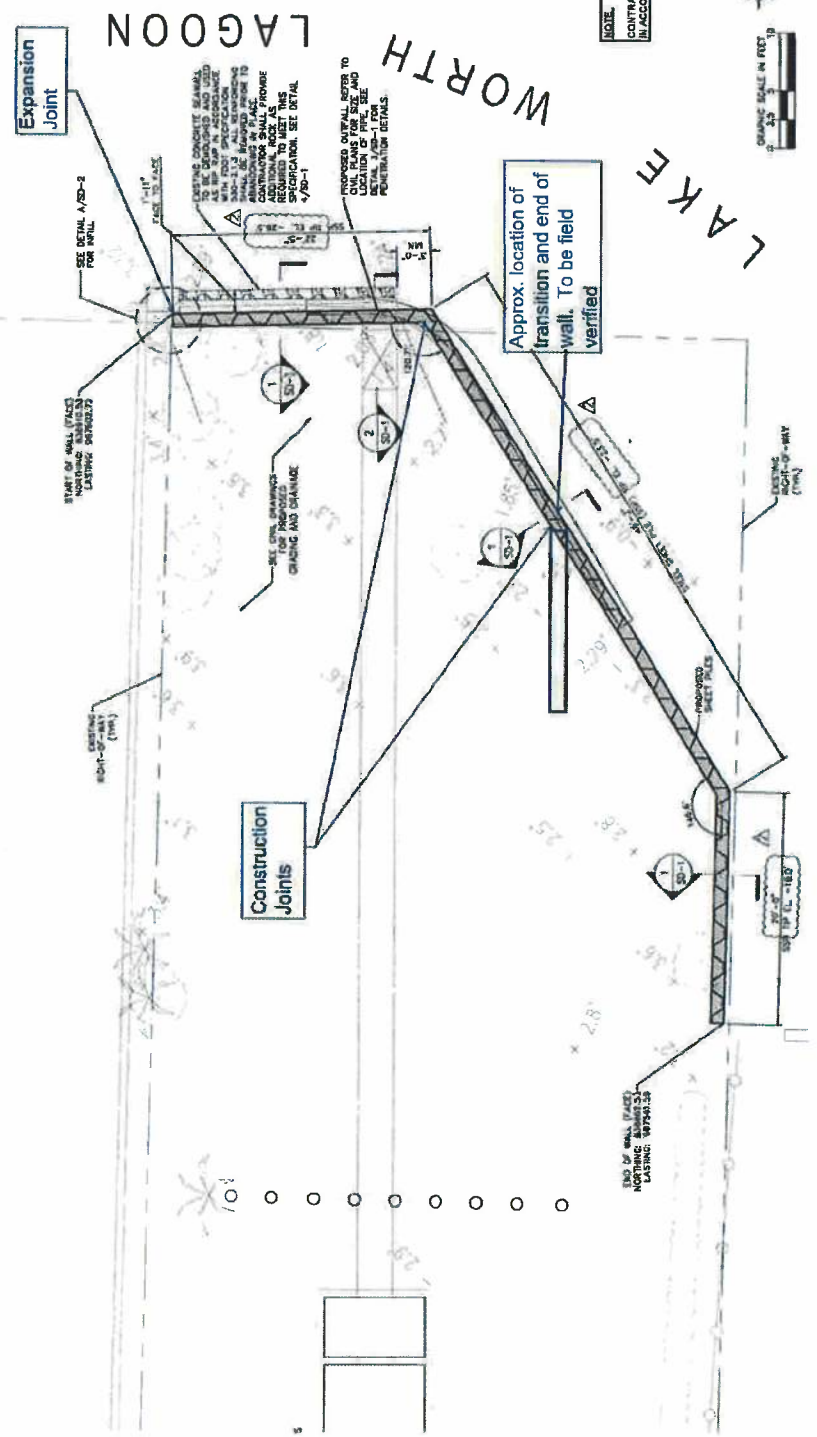
1. The alternate cap detail was provided in good faith with the intent of giving the City of Lake Worth (in my opinion) a better seawall cap design than the one provided on the drawings, at no additional cost to the City. The design given was based on past projects which utilized the same reinforcing steel layout and clearances as shown on the alternate cap detail submitted. Murray Logan Construction, Inc has installed thousands of feet of cap constructed to this detail, with no failures. Murray Logan Construction, Inc will install the alternate cap, per the design submitted by Murray Logan Construction, Inc. at no additional cost to the City.

B&W Reviewer

If the City of Lake Worth wishes to have the cap constructed to the alternate cap design including the additional reinforcing steel added by the EOR, Murray Logan Construction, Inc will need to request a change order to cover the cost of the additional labor and materials needed to meet the design.

- SHEET NOTES:**
1. CONTRACTOR TO FIELD VERIFY ALL DIMENSIONS PRIOR TO START OF CONSTRUCTION.
 2. CONTRACTOR SHALL SUBMIT PLAN FOR PROTECTION OF EXISTING STRUCTURES DURING CONSTRUCTION (DOT 108)
 3. COORDINATE WITH ENGINEER FOR VEGETATION REMOVAL.

APPROVED
By *[Signature]* on 08/15/2021



NOTE:
CONTRACTOR TO VERIFY TOLERANCE REQUIREMENTS IN ACCORDANCE WITH PERMIT REQUIREMENTS

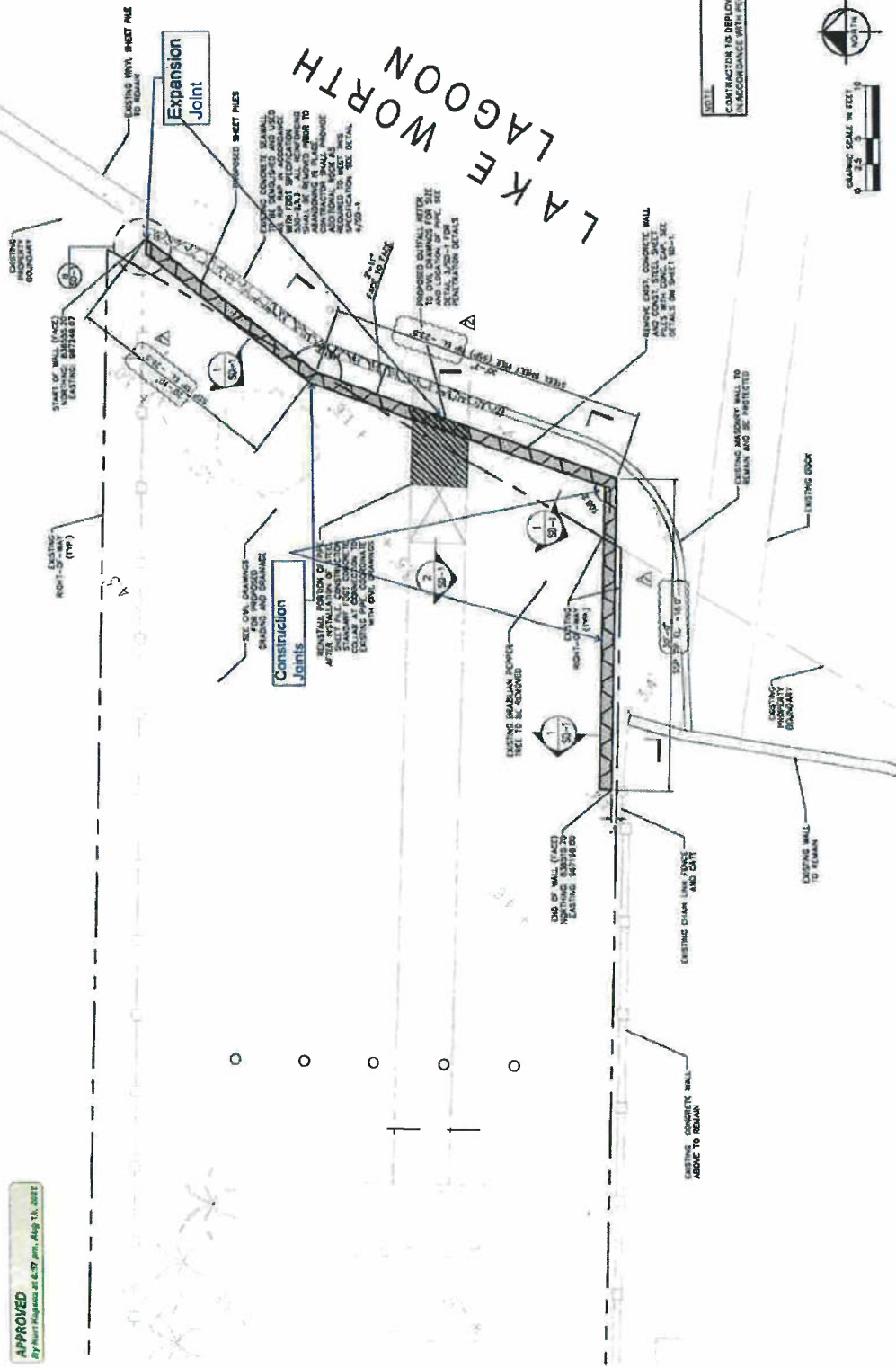


100% SUBMITTAL

WELLESLEY DRIVE OUTFALL

<p>City of Lake Worth, Florida ROAD NO. COUNTY PROJECT NO.</p>		<p>SHEET NO. S-J</p>
<p>City of Lake Worth, Florida ROAD NO. COUNTY PROJECT NO.</p>		
<p>100% SUBMITTAL</p>		
<p>APPROVED By <i>[Signature]</i> on 08/15/2021</p>		
<p>CONTRACTOR TO VERIFY TOLERANCE REQUIREMENTS IN ACCORDANCE WITH PERMIT REQUIREMENTS</p>		
<p>Graphic scale in feet: 0, 2.5, 5. North arrow.</p>		
<p>100% SUBMITTAL</p>		
<p>WELLESLEY DRIVE OUTFALL</p>		
<p>Kimley-Horn and Associates, Inc. Certificate of Authorization No. 696 Christian Marsh, P.E. P.E. License No. 84300 1920 Lake Worth, Suite 200 West Palm Beach, Florida 33411</p>		

- SHEET NOTES:**
1. CONTRACTOR TO FIELD VERIFY ALL DIMENSIONS PRIOR TO START OF CONSTRUCTION.
 2. CONTRACTOR TO FIELD VERIFY ALL DIMENSIONS FOR MONITORING AND PROTECTION OF EXISTING UTILITY AND CONSTRUCTION (POUT) (M).
 3. COORDINATE WITH ENGINEER FOR VEGETATION REMOVAL.



APPROVED
By: *[Signature]* August 15, 2021

18TH AVENUE NORTH OUTFALL

Kimley-Horn and Associates, Inc. Certificate of Authorization No. 896 Chelsea Harp, P.E. P.E. License No. 84300 1915 West Palm Beach, Florida 33411		CITY OF LAKE WORTH, FLORIDA ROAD NO. COUNTY PROJECT NO.	SHEET NO. 5-5
REVISIONS NO. DATE DESCRIPTION			



MURRAY LOGAN CONSTRUCTION, INC.
General Contractors

313 65th TRAIL NORTH • WEST PALM BEACH, FL 33413
PH: (561) 686-3948 • FAX: (561) 686-7465

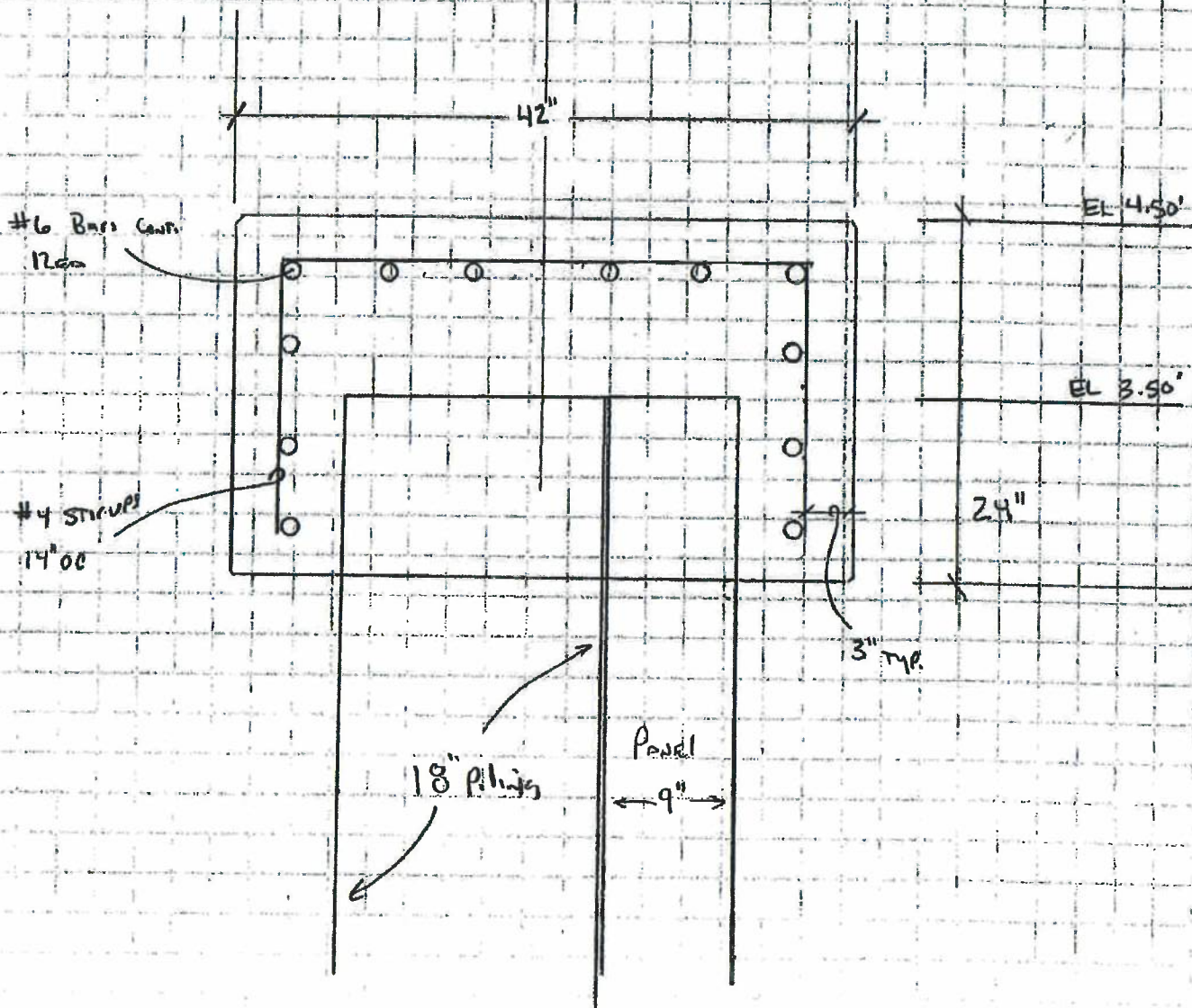
DATE _____

PAGE _____ OF _____ PAGES

PROJECT Lake Worth outfall - Typical Cap Detail @ Pile

APPROVED

By Kurt Kapsos at 8:58 pm, Aug 19, 2021





MURRAY LOGAN CONSTRUCTION, INC.
General Contractors

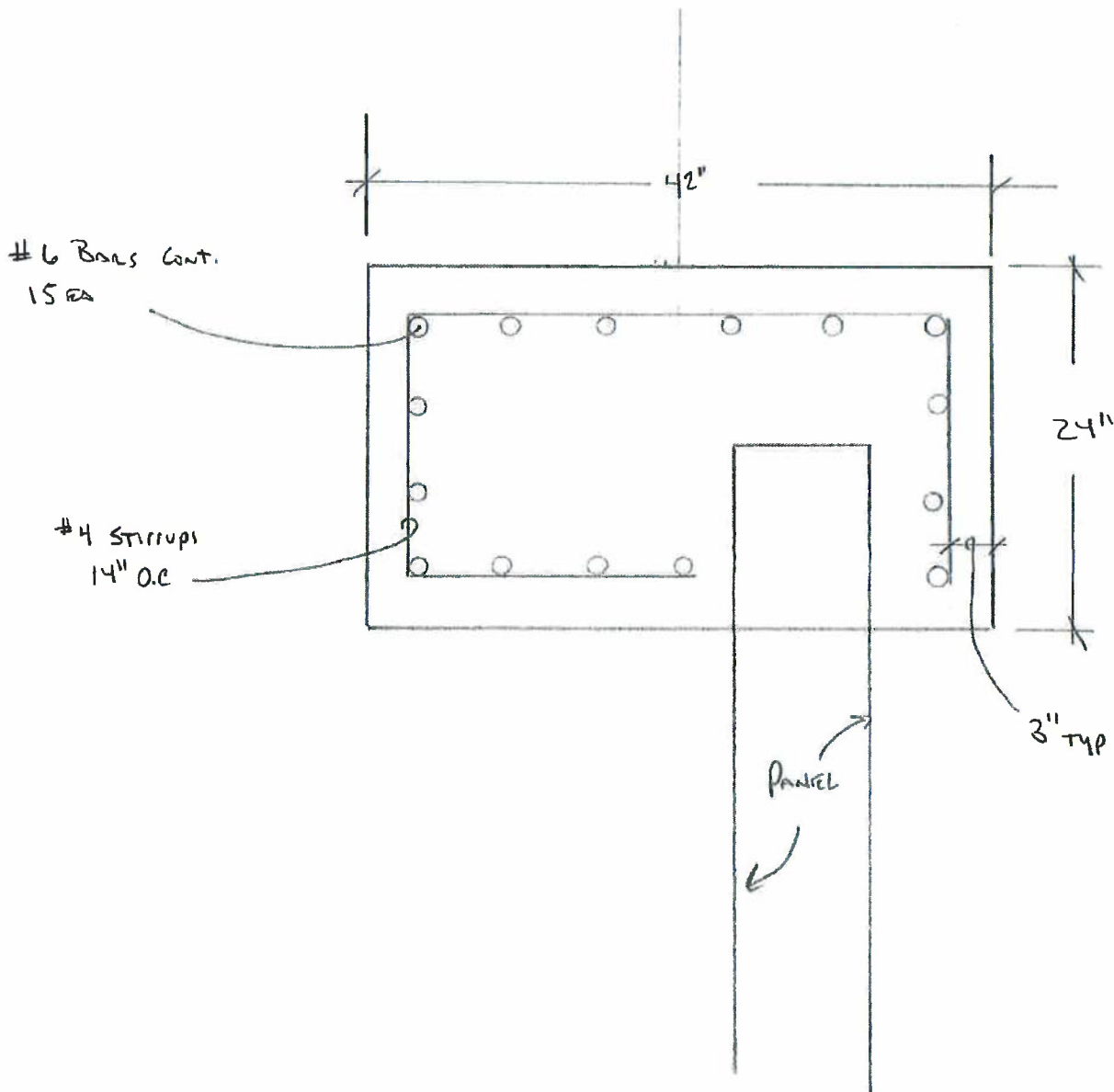
313 65th TRAIL NORTH • WEST PALM BEACH, FL 33413
PH: (561) 686-3948 • FAX: (561) 686-7465

DATE _____

PAGE _____ OF _____ PAGES

PROJECT Lake Worth Outfall - Typical Cap Detail @ Panel (only)

APPROVED
By Kurt Kapos at 8:58 pm, Aug 19, 2021



From: Howard Wight

Sent: Friday, August 20, 2021 2:22 PM

To: Giles Rhoads <grhoads@lakeworthbeachfl.gov>; Richard M. Chipman <RChipman@baxterwoodman.com>; Richard Hasko <rchasko@outlook.com>

Cc: JC Solomon <JC@Foster-Marine.net>; 'Kurt Kapsos' <kurtk@murraylogan.com>

Subject: FW: Lake Worth Outfall - Alternate Cap detail

To all:

It is my opinion that we have all thought about the design of the cap than K-H ever did! Kurt's design provides more concrete/rebar "meat" on the Piles / Panel sides and has 12 continuous #6 bars to 10 on the K-H design. Adding more bars to Kurt's design he would be due a Change Order for additional Materials. Murray Logan has built thousands of feet of seawall over 60 years of being in business. FMC has to warranty this installation and we would feel more comfortable doing that with Kurt's design than k-H design. I would bet a dollar that the designer at K-H hasn't ever seen a seawall built and just used a previous design they had in their archives and copied to this plan. Please, I am requesting we leave K-H out of this discussion or we will be delayed weeks before we could get them to answer.

Adding more bars to Kurt's design he would be due a Change Order for additional Materials. The bottom mat in K-H design serves no purpose; the cap is bearing on the pile and panel below. Using that material in the concrete on the side of the panels and piles makes a lot of sense....and with no price increase.

Let's get this job built and move on with no Change Orders. ...Thanks, HW



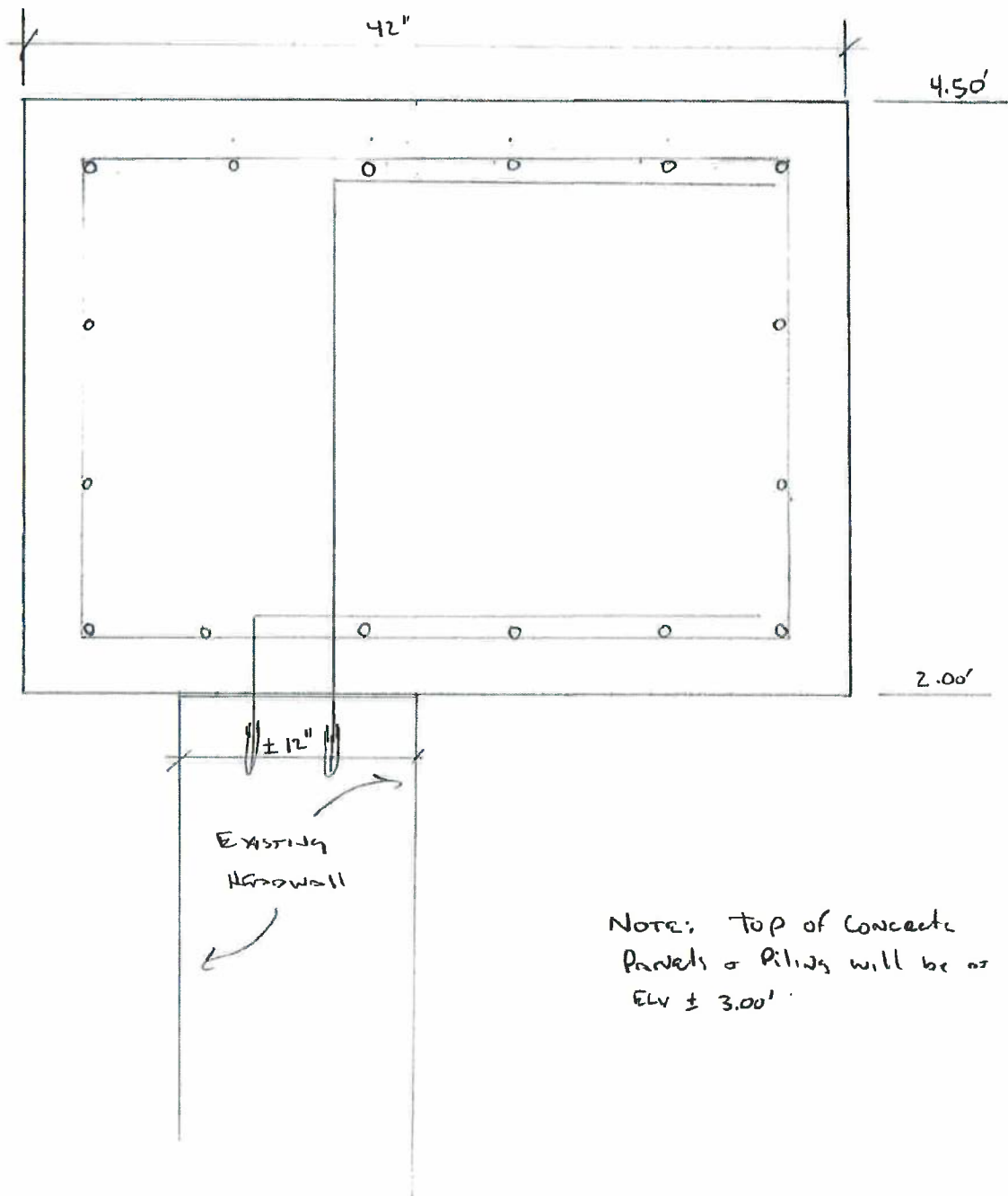
MURRAY LOGAN CONSTRUCTION, INC.
General Contractors

313 65th TRAIL NORTH • WEST PALM BEACH, FL 33413
PH: (561) 686-3948 • FAX: (561) 686-7465

DATE _____

PAGE _____ OF _____ PAGES

PROJECT 18TH AVE - PROPOSED CAP OF EXISTING HEADWALL





FOSTER MARINE CONTRACTORS, INC.

3180 FAIRLANE FARMS ROAD, SUITE 1

WELLINGTON, FLORIDA 33414

561-683-0034 PHONE

561-683-0335 FAX

August 30, 2021

Baxter & Woodman Consulting Engineers

477 S. Rosemary Ave., Suite 228

West Palm Beach, Florida 33401

(561) 425-7708

Attention: Richard M. Chipman, CGC

Construction Manager

RChipman@baxterwoodman.com

Re: City of Lake Worth

Wellesley and 18th Ave N Outfalls

"WDC #2 – 18th Ave Seawall Modification for allowing 54" Headwall to remain

Dear Mr. Chipman:

As discussed, please find below and attached our additional costs for work as follows per attached Worksheet. The net deduct for the Change is \$13,042.50 per the attached SOV.

We are also requesting a 30 calendar day extension to our Contract for this change.

Please review, approve and process Work Directive Change #2/ Change Order accordingly at your earliest convenience.

Should you have any questions, please contact me at 561-683-0034 or email howard@foster-marine.net.

Sincerely,

Howard Wight

Howard Wight

w/enclosure

CONTRACTOR NAME: Foster Marine Contractors, Inc.

PROJECT NAME & PROJECT NUMBER Lake Worth District 3 Outfall Project

TEM NO	DESCRIPTION	Original Contract Award			
		Est Qty	Unit	Unit Price	Total
GENERAL CONDITIONS					
GC-1	MOBILIZATION	1	LS	70,000.00	\$ 70,000.00
GC-2	SITE RESTORATION	1	LS	51,000.00	\$ 51,000.00
GC-3	BONDS AND INSURANCE	1	LS	30,000.00	\$ 30,000.00
GC-4	MAINTENANCE OF TRAFFIC	1	LS	5,000.00	\$ 5,000.00
GC-5	LAYOUT AND WEEKLY AS-BUILT SURVEYS	1	LS	15,000.00	\$ 15,000.00
GC-6	PERMIT FEE ALLOWANCE	1	Allow	5,000.00	\$ 5,000.00
GC-7	PROFESSIONAL VIDEO TAPING (PRE AND POST) AND WEEKLY PROGRESS PHOTOS	1	LS	2,000.00	\$ 2,000.00
GC-8	TRENCH SAFETY ACT COMPLIANCE	1	LS	2,000.00	\$ 2,000.00
GC-9	OPTIONAL SERVICES	1	LS	30,440.00	\$ 30,440.00
GC-9.1	54" RCP, incl. conn. To exist.	8	LF	\$1,470.00	\$ 11,760.00
GC-9.2	Clean, Televis & inspect existing 54" RCP	205	LF	\$ 160.00	\$ 32,800.00
STORMWATER UTILITIES IMPROVEMENTS					
SW-1	Removal of Existing 24" RCP	20.00	LF	\$ 30.00	\$ 600.00
SW-2	Grout Fill existing 24" RCP	145.00	LF	\$ 50.00	\$ 7,250.00
SW-3	Install 24" Elliptical Round RCP	165.00	LF	\$ 110.00	\$ 18,150.00
SW-4	Reline Existing 54" RCP	205.00	LF	\$ 615.00	\$ 126,075.00
SW-5	Point Repairs	5.00	EA	\$ 2,000.00	\$ 10,000.00
SW-6	Suntree Baffle Box 4-12 (Wellesly Drive Outfall)	1.00	EA	\$ 110,000.00	\$ 110,000.00
SW-7	Suntree Baffle Box 10-20 (18th Ave North Outfall)	1.00	EA	\$ 210,000.00	\$ 210,000.00
SW-8	USF 4130-6155 Frame and Grate	1.00	EA	\$ 500.00	\$ 500.00
SW-9	US Precast 4x4 Type DI Catch Basin	1.00	EA	\$ 9,500.00	\$ 9,500.00
SW-10	Wapro Inline Check Valve (Model #WS590, 316SS)	1.00	EA	\$ 13,500.00	\$ 13,500.00
SW-11	Wapro Inline Check Valve (Model #WS1185, 316SS)	1.00	EA	\$ 57,000.00	\$ 57,000.00
SW-12	Asphalt Millings (4" Compacted Thickness)	285.00	SY	\$ 13.50	\$ 3,847.50
SW-13	Bollard Replacement	2.00	EA	\$ 3,500.00	\$ 7,000.00
STRUCTURAL IMPROVEMENTS					
S-1	Sheet Piling	4140.00	SF	\$ 63.00	\$ 260,820.00
S-2	Concrete Cap	32.00	CY	\$ 1,600.00	\$ 51,200.00
S-3	Reinforcing Steel for Cap	1.00	TN	\$ 2,500.00	\$ 2,500.00
S-4	Guiderail	175.00	LF	\$ 165.00	\$ 28,875.00
S-5	Removal of Existing Concrete Pavement	20.00	SY	\$ 25.00	\$ 500.00
S-6	Removal of Existing Concrete Structures	1.00	LS	\$ 19,000.00	\$ 19,000.00
S-7	Riprap-Rubble	100.00	TN	\$ 150.00	\$ 15,000.00
S-8	Protection of Existing Structures	1.00	LS	\$ 7,500.00	\$ 7,500.00
S-9	Turbidity Barrier	175.00	LF	\$ 17.00	\$ 2,975.00
S-10	Vibration Monitoring of Existing Structures	2.00	LS	\$ 3,500.00	\$ 7,000.00
BID ALTERNATE					
A-1	Deductive Sheet Pile Walls	-1.00	LS	\$ 260,820.00	\$ (260,820.00)
A-2	Concrete Posts	30.00	EA	\$ 5,180.00	\$ 155,400.00
A-3	Concrete Panels	28.00	EA	\$ 3,670.00	\$ 102,760.00
Original Contract Total					\$ 1,221,132.50
WDC1					
SW-4	Reline Existing 54" RCP	-205.00	LF	\$ 615.00	\$ (126,075.00)
SW-6	Suntree Baffle Box 4-12 (Wellesly Drive Outfall)	-1.00	EA	\$ 110,000.00	\$ (110,000.00)
SW-7	Suntree Baffle Box 10-20 (18th Ave North Outfall)	-1.00	EA	\$ 210,000.00	\$ (210,000.00)
SW-12	Asphalt Millings (4" Compacted Thickness)	-285.00	SY	\$ 13.50	\$ (3,847.50)

S-1	Sheet Piling	-840.00	SF	\$	63.00	\$	(52,920.00)
S-2	Concrete Cap	-10.00	CY	\$	1,600.00	\$	(16,000.00)
TEM NO	DESCRIPTION	Est Qty	Unit		Unit Price		Total
S-4	Guidrail	-56.00	LF	\$	165.00	\$	(9,240.00)
S-7	Riprap-Rubble	15.00	TN	\$	150.00	\$	2,250.00
A-1	Deductive Sheet Pile Walls	840.00	SF	\$	63.00	\$	52,920.00
A-2	Concrete Posts	-9.00	EA	\$	5,180.00	\$	(46,620.00)
A-3	Concrete Panels	-9.00	EA	\$	3,670.00	\$	(33,030.00)
CO #1	Additional Material Costs per CO-1	1	LS	\$	15,000.00	\$	15,000.00
Current Contract Total less WDC 1						\$	683,570.00

WDC 2 - At 18th St N, Existing Headwall and 54" Outfall Pipe to remain; Cap to be increased vertically on top of Headwall in order for the Cap Finish Grade Elev (+4.50) to be flush with Proposed Cap on each side of Headwall							
GC-9.1	54" RCP, incl. conn. To exist.	-8	LF		\$1,470.00	\$	(11,760.00)
S-2	Concrete Cap (increase to raise cap vertically on seawall to elev 4.5)	13.25	CY	\$	1,600.00	\$	21,200.00
S-3	Reinforcing Steel for Cap	0.605	TN	\$	2,500.00	\$	1,512.50
S-6	Removal of Existing Concrete Structures (Headwall not removed)	-0.21	LS	\$	19,000.00	\$	(3,990.00)
A-2	Concrete Posts	-2.00	EA	\$	5,180.00	\$	(10,360.00)
A-3	Concrete Panels	-5.00	EA	\$	3,670.00	\$	(18,350.00)
--	Vinyl Sheet Pile return at end	1.00	LS	\$	2,071.00	\$	2,071.00
--	18" sq x 26' concrete pile (material only...supplier would not take back... will deliver to LW yard)	52.00	LF	\$	17.00	\$	884.00
--	Closure pours	2.00	2500.00	\$	2,875.00	\$	5,750.00
WDC 2 net Deduct						\$	(13,042.50)



WATER UTILITIES DEPARTMENT
 301 College Street
 Lake Worth, FL 33460
 561.586.1710

WORK DIRECTIVE CHANGE

Date of Issuance: November 1, 2021 WDC Number: 3
 P.O.: 182032
 Project Number: NR 1903
 Project Name: District 3 Outfall Project
 Contractor: Foster Marine Contractors, Inc. Contractor Phone: (561) 683-0034
 Engineer: Baxter - Woodman, Inc.
 Owner (Name, Address): City of Lake Worth Beach

You are directed to proceed promptly with the following Change(s):
 Purpose of the work:

- Furnish and install an adapter flange for WAPRO 54" valve connection to the seawall at the 18th Ave. N. Outfall for a total additional cost of \$19,783.90 and a time extension of 15 days. Additional costs to be paid from line item GC-9 "Optional Services".

Attachments: Contractor cost submittal.

If a claim is made that the above change(s) have affected Contract Price or Contract Time, any claim for a Change Order based thereon will involve one of the following methods of determining the effect of the change(s).

Method of Determining change in Contract Price:
 Time & Materials
 Unit Price as Negotiated
 Cost Plus fixed Fee

Method of Determining change in Contract Time:
 Contractor's Records
 Engineer's Records
 Other

Estimated Increase (decrease) in Contract Price: -0-
 If the change involves an increase, the estimated amount is not to be exceeded without further authorization.

Estimated Increase (decrease) in Contract Time: -15- Days. If the change involves an increase, the estimated time is not to be exceeded without further authorization.

Reviewed and Recommended by: [Signature] November 1, 2021
 Program Manager Date
 Accepted by: [Signature] 11/1/21
 Contractor Date
 Authorized by: [Signature] 11/1/21
 Water Utilities Asst. Director Date
 Authorized by: [Signature] 11/1/21
 Water Utilities Director Date

CONTRACTOR and the OWNER agree that this WORK DIRECTIVE CHANGE represents the complete agreement of the parties with respect to these matters as of the date of this WORK DIRECTIVE CHANGE. By approving this WORK DIRECTIVE CHANGE, the CONTRACTOR releases any and all claims that it may have against the OWNER under the subject contract including, but not limited to claims for equitable adjustments, which occurred or accrued prior to the effective date of this WORK DIRECTIVE CHANGE except those claims made in writing to the OWNER prior to the effective date of this WORK DIRECTIVE CHANGE.

City of Lake Worth						
District 3 Year 3 Drainage Outfall Improvement						
Change Order Request - Furnish / Install Adapter Flange for 64" Wapro Valve connection to Seawall @ 18th Ave North						
Description	Wage / Equip. Rate (Incl. Fringes)	Hours	Hourly Total	Qty.	Total	Cost
Labor						
<i>Regular Time</i>						
Backhoe Operator	\$ 57.00	4.00	\$ 228.00	1	\$ 228.00	\$ 228.00
Laborer - Bankman	\$ 42.00	4.00	\$ 168.00	1	\$ 168.00	\$ 168.00
Truck Driver	\$ 45.00	0.00	\$ -	0	\$ -	\$ -
Laborer - Pipelayer	\$ 44.00	4.00	\$ 176.00	1	\$ 176.00	\$ 176.00
Loader Operator	\$ 57.00	0.00	\$ -	0	\$ -	\$ -
Foreman	\$ 57.00	4.00	\$ 228.00	1	\$ 228.00	\$ 228.00
Laborer - Miscellaneous	\$ 42.00	4.00	\$ 168.00	1	\$ 168.00	\$ 168.00
Superintendent	\$ 72.00	0.00	\$ -	0	\$ -	\$ -
Project Management	\$ 105.00	0.00	\$ -	0	\$ -	\$ -
Totals					\$ 968.00	\$ 968.00
Equipment						
Komatsu PC 50 Excavator	\$ 41.63	4.00	\$ 166.52	1	\$ 166.52	\$ 166.52
Caterpillar 305 Excavator	\$ 41.63	0.00	\$ -	0	\$ -	\$ -
Kubota KX080-4 Excavator	\$ 50.63	0.00	\$ -	0	\$ -	\$ -
Komatsu WA 200-5 Loader	\$ 57.50	4.00	\$ 230.00	1	\$ 230.00	\$ 230.00
Dump Truck & Trailer (moving equipment)	\$ 75.00	0.00	\$ -	0	\$ -	\$ -
Small Tools /day	\$ 100.00	1.00	\$ 100.00	1	\$ 100.00	\$ 100.00
Site Truck	\$ 25.00	4.00	\$ 100.00	1	\$ 100.00	\$ 100.00
Totals					\$ 696.52	\$ 696.52
Materials						
Description	Price (incl. tax)	Each / LS	Qty.	Total	Cost	
Furnish/Fabricate 64" Valve Adaptor Flange	\$ 15,412.78	1.00	\$ 15,412.78	1	\$ 15,412.78	\$ 15,412.78
Mec Addl Mounting Hardware	\$ 200.00	1.00	\$ 200.00	1	\$ 200.00	\$ 200.00
Totals						\$ 15,612.78
Subcontractors						
Description	Price (incl. tax-quotatlon attached)	Qty.	Total	Cost		
	\$ -	1	\$ -			\$ -
Totals						\$ -
				Subtotal Labor / Equip. / Material	\$ 17,177.30	
				Subcontractors	\$ -	
				Total Amount	\$ 17,177.30	
				15% GC Markup	\$ 2,576.60	
				5% Sub Markup	\$ -	
				Total Change Order Request	\$ 19,753.90	
				Total Days Requested*	15	

*Time requested includes activities delayed (Rip-Rap, Handrail, Final Restoration) due to Flanged Adaptor Fabrication + Installation

EXECUTIVE BRIEF REGULAR MEETING

AGENDA DATE: January 18, 2022

DEPARTMENT: Public Works

TITLE:

Work Order #8 with The Paving Lady for paving work to be completed on 17th Ave N from N D St to the railroad tracks, 22nd Ave N and Park Street, and 21st Ave N from Park St to the dead end

SUMMARY:

The Work Order #8 to The Paving Lady authorizes the paving work to be completed on 17th Ave N from N D St to the railroad tracks, 22nd Ave N and Park Street, and 21st Ave N from Park St to the dead end.

BACKGROUND AND JUSTIFICATION:

The City identified 17th Ave N from N D St to the railroad tracks, 22nd Ave N and Park Street, and 21st Ave N from Park St to the dead end as infrastructure in very poor condition requiring rehabilitation. The City currently has a contract with the Paving Lady on an as needed basis. The scope of the work is inclusive of removing the existing sidewalk and curbing and replacing with new sidewalk and curbing, milling and paving and installing new lane striping. The Work Order is not to exceed \$179,703.54 and will be paid for from Roadway Improvement Funds.

MOTION:

Move to approve/disapprove Work Order #8 with The Paving Lady at a cost not to exceed \$179,703.54.

ATTACHMENT(S):

Fiscal Impact Analysis
Work Order #8

**ANNUAL CONTRACT FOR PAVING, CONCRETE, STRIPING AND ASSOCIATED
RESTORATION WORK
WORK ORDER NO.8**

THIS WORK ORDER NO. 8 ("Work Order" hereafter) is made on the day of _____, between the **City of Lake Worth Beach**, a Florida municipal corporation located at 7 North Dixie Highway, Lake Worth Beach, Florida 33460 ("City" hereafter) and **Janice M. Riley, Inc., dba The Paving Lady**, a Florida Corporation ("Contractor" hereafter), whose local business address is 1000 W. Industrial Ave., Boynton Beach FL 33426.

1. Project Description. The City desires the Contractor to provide all goods, services, materials and equipment as identified herein related to the project generally described as:

17th Ave N from N D St to the railroad tracks, 22nd Ave N and Park Street, and 21st Ave N from Park

The Project is more specifically described in the plans prepared by N/A , dated N/A , and which are incorporated herein by reference.

2. Scope. Under this Work Order, the Contractor will provide the City with construction services for the Project as specified in the **Contractor's proposals attached hereto and incorporated herein as Exhibit "1"**.

3. Schedule and Liquidated Damages. Substantial completion of all services and work under this Work Order shall be within **90 calendar days** from the Effective Date of this Work Order. Final completion of all services and work (and all punch-list items (if any)) under this Work Order shall be within **120 calendar days** from the Effective Date of this Work Order. The Effective Date of this Work Order is the date following the parties' execution of this Work Order and the City's delivery of a Notice to Proceed to the Contractor via e-mail, facsimile or other form of delivery as documented by the City. Substantial completion occurs when the services and work has progressed to the point where, in the opinion of the City, the work is sufficiently complete in accordance with the Contract Documents and this Work Order, so that the Project can be utilized for the purposes for which it is intended. Final completion occurs when all services and work (including punch-list items) has been completed and the project becomes fully operational and accepted by the City.

Liquidated Damages. The City and Contractor recognize that time is of the essence under this Work Order and the Contract Documents, and that the City will suffer financial loss if the services and work described in this Work Order and the Contract Documents are not completed within the times specified in this Work Order. The City and Contractor recognize, agree and acknowledge that it would be impractical and extremely difficult to ascertain and fix the actual damages that the City would suffer in the event Contractor neglects, refuses, or otherwise fails to complete the services and work within the time specified. Accordingly, instead of requiring any such proof, the City and Contractor agree that as liquidated damages for delay (but not as a penalty) Contractor shall pay the City Five Hundred dollars (\$500.00) for each day that expires after the time specified in this Work Order.

4. Compensation and Direct Purchases. This Work Order is issued for a lump sum, not to exceed amount of **One Hundred Seventy-Nine Thousand Seven Hundred Three Dollars and 54/100 Cents (\$179,703.54)**. The attached proposal identifies all costs and expenses included in the lump sum, not to exceed amount.

The following Direct Purchases are to be made under this Work Order by the City: N/A.

5. Project Manager. The Project Manager for the Contractor is Mauro Comuzzi, phone: 561-572-2600; email: mauro@pavinglady.com; and, the Project Manager for the City is Felipe Lofaso, phone: 561-586-1720; email: flofaso@lakeworthbeachfl.gov.

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

7. Contractor's Representations. In order to induce the City to enter into this Work Order, the Contractor makes the following representations:

7.1 Contractor has familiarized itself with the nature and extent of the Contract Documents including this Work Order, work, site, locality, and all local conditions and laws and regulations that in any manner may affect cost, progress, performance or furnishing of the work.

7.2 Contractor has obtained at his/her own expense and carefully studied, or assumes responsibility for obtaining and carefully studying, soil investigations, explorations, and test reports which pertain to the subsurface conditions at or contiguous to the site or otherwise may affect the cost, progress, performance or furnishing of the work as Contractor considers necessary for the performance or furnishing of the work at the stated work order price within the Work Order stated time and in accordance with the other terms and conditions of the Contract Documents, including specifically the provisions of the IFB; and no additional examinations, investigations, explorations, tests, reports, studies or similar information or data are or is deemed necessary by Contractor for such purposes.

7.3 Contractor has reviewed and checked all information and data shown or indicated on the Contract Documents with respect to existing Underground Facilities at or contiguous to the site and assumes responsibility for the accurate location of said Underground Facilities. No additional examinations, investigations, explorations, tests, reports, studies or similar information or data in respect of said Underground Facilities are or is deemed necessary by the Contractor in order to perform and furnish the work under this Work Order price, within the Work Order time and in accordance with the other terms and conditions of the Contract Documents.

7.4 Contractor has correlated the results of all such observations, examinations, investigations, explorations, tests, reports and studies with the terms and conditions of the Contract Documents.

7.5 Contractor has given the City's Contract Administrator written notice of all conflicts, errors or discrepancies that he or she has discovered in the Contract Documents and the written resolution thereof by City or its designee is acceptable to the Contractor.

8. Warranty. The Contractor warrants and guarantees to the City that all services and work provided under this Work Order will be in accordance with this Work Order and the other Contract Documents. The Contractor warrants that (a) all materials and parts supplied under this Work Order shall be free from defects for one (1) year from the final completion of all work (unless a longer manufacturer warranty applies); (b) all services and work performed under this Work Order will be free from defects for one (1) year from the final completion of all work and the project shall be fully operational without unreasonable downtime or failures; and (c) that the services and work will conform to the requirements of the Contract Documents. If, at any time prior to the expiration of the one (1) year warranty period, the City discovers any failure or breach of the Contractor's warranties or the Contractor discovers any failure or breach of the Contractor's

warranties, the Contractor will, upon written notice from City or of its own accord, at the Contractor's sole cost and expense, promptly correct such failure or breach (which corrective action must include, without limitation, any necessary removal, disassembly, reinstallation, repair, replacement, reassembly, retesting, and/or re-inspection of any part or portion of the work and any other property damaged or affected by such failure, breach, or corrective action). The Contractor will remedy any such failure or breach so, to the extent possible, to avoid unnecessary disruptions to the operations of City or its systems. In the event the Contractor fails to initiate and diligently pursue corrective action within five (5) days of the Contractor's receipt of the City's notice or the Contractor's discovery of the same, the City may undertake such corrective action at the Contractor's expense.

9. Authorization. This Work Order is issued pursuant to the Contract for Paving, Concrete Striping and Associated Restoration Work between the City of Lake Worth Beach and the Contractor, dated May 7, 2019 ("Contract" hereafter). If there are any conflicts between the terms and conditions of this Work Order and the Contract, the terms and conditions of the Contract shall prevail.

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SIGNATURE PAGE FOLLOWS



IN WITNESS WHEREOF, the parties hereto have made and executed this Work Order No. 8 as of the day and year set forth above.

CITY OF LAKE WORTH BEACH, FLORIDA

ATTEST:

By: _____
Melissa Ann Coyne CMC, City Clerk

By: _____
Betty Resch, Mayor

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY:

APPROVED FOR FINANCIAL
SUFFICIENCY

By: _____
Glen J. Torcivia, City Attorney

By: _____
Bruce T. Miller, Financial Services Director

CONTRACTOR:

**JANICE M. RILEY, INC., DBA THE
PAVING LADY**

By: Maurizio Comuzzi

Print Name: Maurizio Comuzzi

Title: President



STATE OF Florida
COUNTY OF Palm Beach

THE FOREGOING instrument was acknowledged before me by means of physical presence or online notarization on this 21 day of Dec 2021, by Maurizio Comuzzi, as the President [title] of Janice M. Riley, Inc., DBA The Paving Lady, a Florida Corporation, who is personally known to me or who has produced _____ as identification, and who did take an oath that he or she is duly authorized to execute the foregoing instrument and bind the CONTRACTOR to the same.

Jane C. Allen
Notary Public Signature

Notary Seal:



M

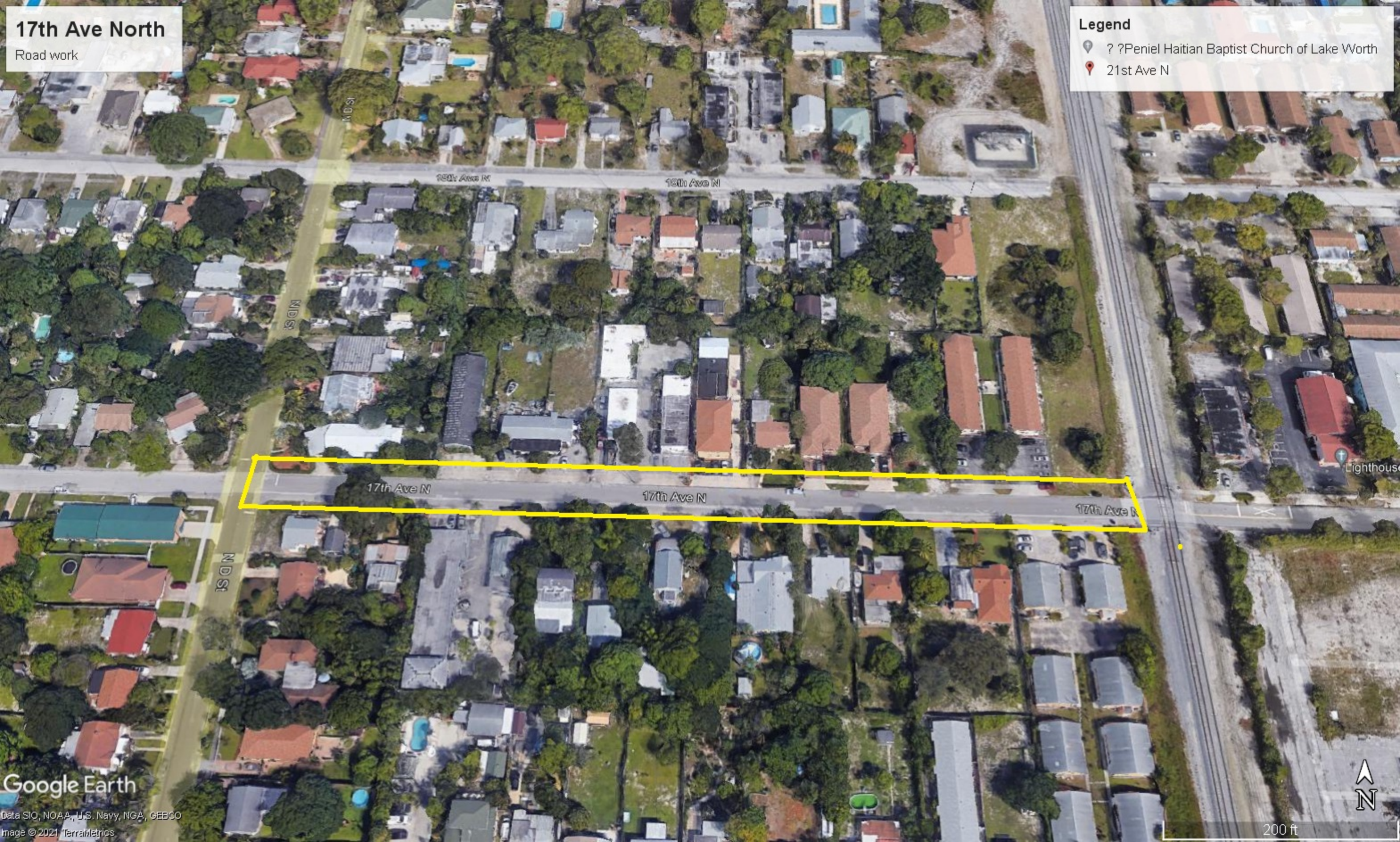
EXHIBIT 1



17th Ave North
Road work

Legend

- 📍 ? ?Peniel Haitian Baptist Church of Lake Worth
- 📍 21st Ave N



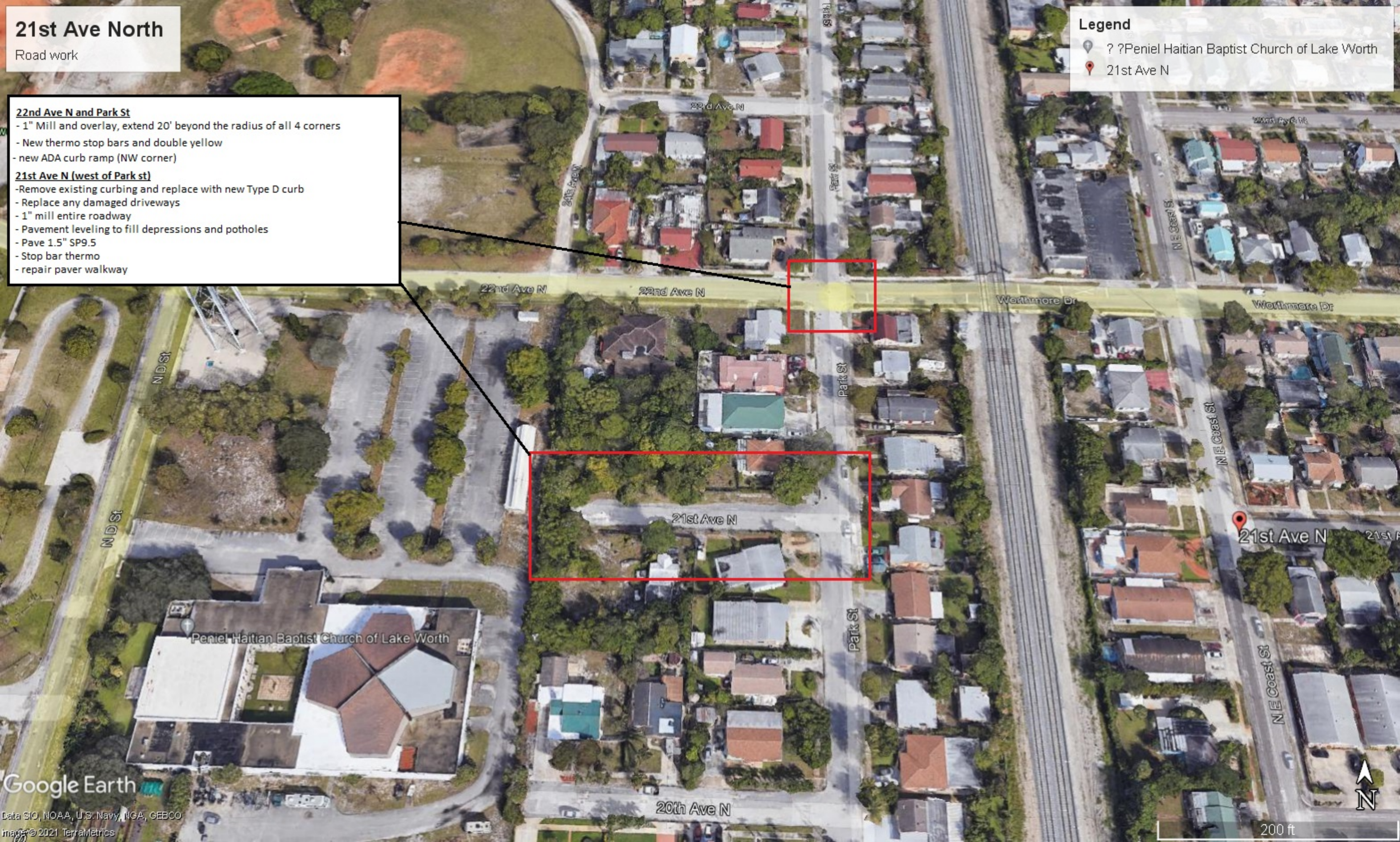
21st Ave North

Road work

Legend

- ?? Peniel Haitian Baptist Church of Lake Worth
- 21st Ave N

- 22nd Ave N and Park St**
 - 1" Mill and overlay, extend 20' beyond the radius of all 4 corners
 - New thermo stop bars and double yellow
 - new ADA curb ramp (NW corner)
- 21st Ave N (west of Park st)**
 - Remove existing curbing and replace with new Type D curb
 - Replace any damaged driveways
 - 1" mill entire roadway
 - Pavement leveling to fill depressions and potholes
 - Pave 1.5" SP9.5
 - Stop bar thermo
 - repair paver walkway



EXECUTIVE BRIEF REGULAR MEETING

AGENDA DATE: January 16, 2022

DEPARTMENT: Electric Utility

TITLE:

Resolution No. 07-2022 – approve and authorize the submission of an application to EDA for grant funding under the ARPA Good Jobs Challenge

SUMMARY:

The resolution authorizes the submission of the City’s application to the Economic Development Administration for grant funding under the American Rescue Plan Act Good Jobs Challenge to implement an apprenticeship training program for prospective line workers for the City’s Electric Utility.

BACKGROUND AND JUSTIFICATION:

The Economic Development Administration (“EDA”) has announced the availability of funding under the American Rescue Plan Act (“ARPA”) Good Jobs Challenge. This program is designed to get Americans back to work and increase wage growth. It is further intended to develop demand-driven systems that will continue to support Americans in securing and retaining quality jobs. A quality job is considered to be a job that exceeds the local prevailing wage for an industry in the region, includes basic benefits and/or is unionized, and helps the prospective employee develop the skills and experiences necessary to advance along a career path.

Resolution No. 07-2022 approves and authorizes the submission of an application to the EDA for grant funding in the amount of 07X under the ARPA Good Jobs Challenge program to implement a successful workforce training program that responds to industry needs today and into the future. Specifically, this funding will be used to conduct an apprenticeship training program for prospective line workers that will be registered by the Florida Department of Education Division of Career and Adult Education for Apprenticeship. A minimum of four qualified apprentices will be engaged in learning this recognized skill trade through actual work experience under the supervision of journey workers, in combination with properly coordinated studies of related and supplementary subjects over a term of four years.

Grant funding is essential to the implementation of the apprenticeship program as no funding is currently budgeted for this purpose. The City is requesting \$1,000,000 in grant funding and is proposing an in-kind local cost share of \$250,000. The only remaining option to funding this program in whole would be to raise rates for the provision of electricity to the Utility’s customers.

MOTION:

Move to approve/disapprove Resolution No. 07-2022 to approve and authorize the submission of an application to EDA for grant funding under the ARPA Good Jobs Challenge.

ATTACHMENT(S):

Fiscal Impact Analysis
Resolution 07-2022

FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Funding of the local cost share in the amount of \$250,000 will be in-kind labor costs over four years through the Electric utility Transmission and Distribution Division.

Fiscal Years	2022	2023	2024	2025	2026
Capital Expenditures	0	0	0	0	0
Operating Expenditures	62,500	62,500	62,500	62,500	0
External Revenues	0	0	0	0	0
Program Income	0	0	0	0	0
In-kind Match	0	0	0	0	0
Net Fiscal Impact	62,500	62,500	62,500	62,500	0
No. of Addn'l Full-Time Employee Positions	0	0	0	0	0

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

Account Number	Account Description	Project Number	FY22 In - Kind Salary	Current Balance	Budget Transfer	Agenda Expenditure	Balance
401-6034-531-12-10	Salaries & Wages/Regular	TBD	\$62,500	\$1,756,609	N/A	-\$62,500	\$1,694,109

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RESOLUTION NO. 07-2022 OF THE CITY OF LAKE WORTH BEACH, FLORIDA, AUTHORIZING THE SUBMISSION OF THE CITY'S APPLICATION TO THE ECONOMIC DEVELOPMENT ADMINISTRATION FOR GRANT FUNDING UNDER THE AMERICAN RESCUE PLAN ACT GOOD JOBS CHALLENGE TO IMPLEMENT AN APPRENTICESHIP PROGRAM FOR PROSPECTIVE LINEMEN FOR THE CITY'S ELECTRIC UTILITY; TO PROVIDE AN EFFECTIVE DATE; AND FOR OTHER PURPOSES

WHEREAS, the Economic Development Administration has announced the availability of funding under the American Rescue Plan Act Good Jobs Challenge (the "Program"); and

WHEREAS, the Program is designed to get Americans back to work and increase wage growth; and

WHEREAS, the City is an eligible applicant to seek funding for allowed projects under the Program; and

WHEREAS, the City desires to implement an apprenticeship training program for prospective linemen that will be properly registered by the Florida Department of Education Division of Career and Adult Education for Apprenticeship (the "Project"); and

WHEREAS, the City intends to request grant funding under the Program in the amount of \$1,000,000 for the implementation of the Project; and

WHEREAS, the City will contribute an "in-kind" local cost share of \$250,000 in support of the Project; and

WHEREAS, the Project will enroll a minimum of four (4) qualified apprentices to learn this recognized skill trade through actual work experience under the supervision of journey workers, in combination with properly coordinated studies of related and supplementary subjects; and

WHEREAS, the Project represents an eligible use of grant funding under the Program; and,

WHEREAS, the Project will serve a valid public purpose.

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

46 SECTION 1: The City Commission of the City of Lake Worth Beach, Florida, hereby
47 authorizes the submission of an application to the Economic Development Administration
48 requesting \$1,000,000 in grant funding assistance under the American Rescue Plan Act
49 Good Jobs Challenge to implement an apprenticeship training program for prospective
50 linemen.

51
52 SECTION 2: The City Commission of the City of Lake Worth Beach, Florida, hereby
53 authorizes Carmen Davis, City Manager, or her designee, to execute any programmatic
54 documents related to the submission of the City's application.

55
56 SECTION 3: Upon execution of the resolution, one copy shall be forwarded to the
57 Electric Utilities Director. The fully executed original shall be maintained by the City Clerk
58 as a public record of the City.

59
60 SECTION 4: This resolution shall become effective upon adoption.
61

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

- 65 Mayor Betty Resch
- 66 Vice Mayor Herman Robinson
- 67 Commissioner Sarah Malega
- 68 Commissioner Christopher McVoy
- 69 Commissioner Kimberly Stokes

70
71 The Mayor thereupon declared this resolution duly passed and adopted on the
72 _____ day of _____, 2022.

73 LAKE WORTH BEACH CITY COMMISSION

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76 By: _____
77 Betty Resch, Mayor

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79 ATTEST:

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82 _____
83 Melissa Ann Coyne, City Clerk

EXECUTIVE BRIEF REGULAR MEETING

AGENDA DATE: January 18, 2022

DEPARTMENT: City Attorney

TITLE:

Resolution No. 08-2022 – amending the City Commission’s Rules of Procedure

SUMMARY:

The City Commission requested to update its Rules of Procedure to change the “Electric Utility” meetings to the “Utility” meetings to include the City’s Water Utilities in said meetings.

BACKGROUND AND JUSTIFICATION:

The City Commission’s Rules of Procedure were initially adopted in 2004 by resolution and have been amended multiple times by subsequent resolutions with the most recent amendment in May 2021. At a recent City Commission meeting, the City Commission requested to update its Rules of Procedure to change the “Electric Utility” meetings to the “Utility” meetings to include the City’s Water Utilities in the meetings.

In reviewing the current Rules of Procedure, an update to the agenda submission deadline and agenda publishing dates is also needed based on current practice of publishing the agenda two (2) weeks prior to the Commission meeting date.

Resolution No. 08-2022 implements the aforementioned amendments to the City Commission’s Rules of Procedure. There are two others issues to consider which are highlighted on the resolution, Rule 5, numbers 3 and 6 regarding adding items to the agenda and Rule 12 regarding comment cards.

MOTION:

Move to approve / disapprove Resolution No. 08-2022 - amending the City Commission’s Rules of Procedure.

ATTACHMENT(S):

Resolution No. 08-2022

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RESOLUTION NO. 08-2022 OF THE CITY OF LAKE WORTH BEACH,
FLORIDA, AMENDING THE RULES OF PROCEDURE FOR LAKE
WORTH BEACH CITY COMMISSION; REPEALING ALL RESOLUTIONS
IN CONFLICT; AND PROVIDING AN EFFECTIVE DATE

WHEREAS, in 2004, the City Commission adopted rules of procedure for City Commission meetings, which have been amended for a variety of reasons over time (see Resolutions 05-2004, 26-2006, 48-2007, 49-2007, 32-2008, 06-2009, 33-2009,04-2011, 14-2011, 05-2012, 17-2012, 09-2013, 56-2013, 59-2015, 26-2017, 46-2018 and 25-2021); and,

WHEREAS, the City Commission desires to amend its rules of procedure to change the City’s Electric Utility meeting to the City’s Utility meeting for the inclusion of the City’s Water Utilities in those meetings; and

WHEREAS, the City Commission also desires to update the date for agenda items to be submitted and the agenda publishing date to ensure greater public awareness and transparency of agenda items coming before the City Commission for consideration; and

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

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

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

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

RULES OF PROCEDURE
LAKE WORTH BEACH CITY COMMISSION

RULE 1
SCHEDULING OF MEETINGS AND WORK SESSIONS

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

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

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

- (2) Electric-Utility meetings of the City Commission, which shall include matters regarding the City's Electric Utility and Water Utilities, shall be held on the last Tuesday of each month, in the Commission Chambers, at City Hall, 7 North Dixie Highway, Lake Worth Beach, Florida beginning at 6:00 P.M. If an ~~Electric~~ Utility meeting date falls on a holiday or conflicts with the need for a Regular or special meeting of the City Commission, the ~~Electric~~-Utility meeting may be re-scheduled to another date ideally during the last week of the month or the ~~Electric~~-Utility meeting may be cancelled. ~~Electric~~-Utility matters may be heard at regular and special meetings of the City Commission. Except as set forth herein, the ~~Electric~~-Utility meetings shall follow the same format, procedure and have the same rules of procedure as a regular meeting of the City Commission.
- (3) A special meeting of the City Commission to canvass ballots shall be held as required by the City Charter. Other special meetings may be called by a majority of the members of the City Commission or by the Mayor. Notice of special meetings shall be given to each Commissioner¹ and to the public at least twenty-four (24) hours in advance except for emergency meetings. If the Mayor or a member of the Commission is absent from the City or otherwise beyond reach of actual notice, failure to give such notice shall not prevent the convening of the special meeting. The City Commission may act on any matter presented at the special meeting unless prohibited by the City Charter or by rules established by the City Commission. Special meetings shall be held in the Commission Chambers or Commission Meeting Room at City Hall, 7 North Dixie Highway, Lake Worth Beach, Florida, or at such other location within the City as may be designated in the notice of the special meeting, beginning at a time to be specified in the notice of the special meeting.
- (4) Work Sessions of the City Commission may be called by a majority of the members of the City Commission or by the Mayor, and any matter may be discussed or studied at a work session. Any matter that appears likely to take more than thirty (30) minutes shall be discussed or studied at a work session prior to official action of the City Commission, unless this requirement is waived by a majority vote. No official action of the City Commission shall be taken at a work session. All work sessions shall end at 10:00 P.M. At 10:00 P.M., the City Commission shall cease further discussion on the business on the table and, upon a majority consensus of the City Commission present, determine whether to (1) adjourn the meeting; or (2) extend the meeting and continue to conduct the meeting until 11:00 PM. Thereafter, the meeting shall end, unless extended one hour, upon a majority consensus of the City Commission present. All meetings shall adjourn automatically at 12:00 AM.
- (5) "District Public Forums" may be held by the City Commission on a quarterly basis beginning in October 2021, one to be held in each district of the City on a rotating basis. Notice of such meetings shall be posted no less than 14 days before each meeting. No official action shall be taken at these meetings.

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

Rule 1 is exempt from the provisions of Rule 11 Amendment or Waiver of Rules and shall not be waived, except where such waiver is expressly permitted in paragraph (4) of Rule 1 (regarding the 30 minute limitation on discussions), and shall only be amended by resolution.

**RULE 2
QUORUM**

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

**RULE 3
ABSENT MEMBER PARTICIPATION BY TELEPHONE CONFERENCE**

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

**RULE 4
DUTIES AND RESPONSIBILITIES OF THE "CHAIR"**

- (1) The Mayor shall be the presiding officer of the City Commission, and shall be referred to as the "Chair" when sitting in that capacity. In case of the absence or the disability of the Mayor, the Vice Mayor shall assume the responsibilities of the presiding officer, and if both are absent or disabled, the Vice Mayor Pro Tem shall preside.
- (2) The Chair shall preserve order. The Chair may call to order any member of the Commission and any member of the public who shall violate any of these rules or otherwise disrupt the orderly proceeding of the meeting. The Chair shall decide all questions of order subject to a majority vote on an appeal of the decision.
- (3) The Chair shall recognize all Commissioners who seek the floor while entitled to do so.
- (4) The Chair shall not make or second a motion.

**RULE 5
ORDER OF BUSINESS**

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- (1) The order of business for a regular meeting shall ordinarily be:
 1. Roll Call
 2. Invocation or Moment of Silence
 3. Pledge of Allegiance
 4. Agenda-Additions/Deletions/Reordering
 5. Presentations
 6. Commission Liaison Reports and Comments
 7. Public Participation on Non-Agendaed Items and Consent Agenda
 8. Approval of Minutes
 9. Consent Agenda
 10. Public Hearings
 11. Unfinished Business
 12. New Business
 - ~~13. Lake Worth Beach Electric Utility~~
 14. City Attorney's Report
 15. City Manager's Report
 16. Upcoming meetings and work sessions
 17. Adjournment
- (2) The order of business may be revised by a majority vote.
- (3) Matters may be placed on the agenda by any Commissioner, the City Manager, or the City Attorney.
- (4) Except for matters advertised for public hearing, any matter may be removed from an agenda by the person who placed it on the agenda or by a majority vote.
- (5) When a matter comes before the Commission that directly affects one election district, the Commissioner from that district shall have the privilege of both expressing his or her views and making a motion on that matter first.
- (6) Matters may be placed under Presentations by any Commissioner or the City Manager.
- (7) The Invocation or Moment of Silence shall be offered by the Mayor or a member of the Commission on a rotating basis. The Mayor or Commissioner whose turn it is to deliver the invocation or moment of silence may designate another individual to deliver the invocation on their behalf. Any individual who delivers the invocation shall not denigrate nonbelievers or religious minorities, threaten damnation, or preach conversion. Any individual who delivers the invocation is encouraged to be respectful in tone.

RULE 6
DEBATE OF MOTIONS; VOTING

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- (1) When debating or discussing a motion, a Commissioner shall address the Chair and await recognition before speaking. The Commissioner making a motion is entitled to the floor first for debate. No Commissioner is entitled to the floor a second time on the same motion as long as any other Commissioner who has not spoken on the issue desires the floor.
- (2) Motions and amendments can be withdrawn or modified by the maker at any time prior to the Chair's stating the question on the motion; after that time, the permission of the Commission majority must be obtained. The Chair cannot close debate as long as any member who has not exhausted his right to debate desires the floor.
- (3) Members of the public are permitted to participate upon opening of the floor for public comment by the Chair during Public Participation on Non-Agendaed Items and Consent Agenda (No. 6 above) and during each item of Public Hearing (No. 10 above), Unfinished Business (No. 11 above), and New Business (No. 12 above). ~~Under the Lake Worth Beach Electric Utility portion of a regular Commission meeting (No. 13 above), the public are permitted to participate upon opening of the floor for public comment by the Chair during Consent Agenda and during each item of Unfinished Business and New Business.~~ The time shall be limited to three (3) minutes per public participant for Public Participation on Non-Agendaed Items and Consent Agenda (No. 6 above). The time shall be limited to two (2) minutes per public participant on all issues of Public Hearing (No. 10 above), Unfinished Business (No. 11 above), and New Business (No. 12 above). ~~Under the Lake Worth Beach Electric Utility portion of a regular Commission meeting (No. 13 above), the time shall be limited to three (3) minutes for the Consent Agenda and two (2) minutes for Unfinished Business and New Business.~~ During a public hearing, the presentations shall be limited to ten minutes each but the time may be extended to permit questioning.
- (4) A member of the audience who speaks to the City Commissioner may be questioned for additional information, but Commissioners shall not engage in debate with a member of the audience. Members of the audience may ask questions but may not compel a Commissioner, the City Manager, or the City Attorney to answer questions during a meeting.
- (5) The Chair shall restate all motions before the vote is taken.
- (6) A tie vote shall constitute a continuance of the item to the next regular meeting, but upon a tie vote on the same item at the next meeting, the item shall not be rescheduled except upon the request of the City Manager, the City Attorney, or a Commissioner.

- 244 (7) The failure of a motion stated in the negative shall not be deemed an affirmative
245 action. For example, the failure of a motion to deny shall not constitute an
246 approval.
247
- 248 (8) During a presentation, the presenter shall have ten minutes to make his or her
249 presentation but the time may be extended to permit questioning of the
250 presenter.

251 **RULE 7**
252 **NON-DEBATABLE MOTIONS**

253 The following motions are not debatable:

- 254 To adjourn;
255 To lay on the table;
256 To take from the table;
257 To divide a question;
258 To close or re-open nominations;
259 To take a recess;
260 A point of information;
261 An appeal of a decision of the Chair;
262 The previous question.
263
264

265 **RULE 8**
266 **RECONSIDERATION**

267 Any member of the Commission may move to reconsider any action of the
268 Commission provided that new relevant information is presented to the Commission
269 and the motion be made by the next regular Commission meeting. No motion to
270 reconsider shall be made more than once on any subject or matter.
271
272

273 **RULE 9**
274 **COMMISSION MINUTES**

275 Copies of the minutes of the regular meetings shall be furnished, when possible, at
276 least five days prior to the next regular meeting. Such minutes shall stand confirmed
277 at the regular meeting of the Commission without the reading thereof in open meeting
278 unless some inaccuracy or error is pointed out by some member of the Commission
279 present, and in such event, an appropriate correction shall be made. Upon request,
280 the City Manager will cause the City Clerk to provide any Commissioner with access
281 to Commission meeting recordings or transcribed excerpts of City Commission
282 meetings. No member shall suggest to the City Clerk any revision in minutes of
283 meetings before the same shall have been submitted to the full Commission for
284 approval, unless specifically requested by the Clerk to make clarification.
285
286
287

288 **RULE 10**
289 **ADOPTION OF ROBERT'S RULES OF ORDER**

290 Robert's Rules of Order, Newly Revised, are adopted as the rules of procedure of the
291 City Commission, but such Rules shall not take precedence over any provision of
292

293 Florida law, the City Charter, an ordinance or resolution of the City, or these rules,
294 which shall govern in the event of conflict. A failure to comply with Robert's Rules of
295 Order or these rules shall not affect the validity of any action taken by the City
296 Commission.

297
298 **RULE 11**
299 **AMENDMENT OR WAIVER OF RULES**

300
301 These rules of procedure may be amended or waived by a majority vote, provided that
302 no such amendment shall conflict with any applicable provision of Florida law, the City
303 Charter, or an ordinance of the City.

304
305 **RULE 12**
306 **AGENDA PROCEDURES**

307
308 (1) Agenda submittal deadline: The deadline for submitting items for inclusion on
309 an agenda shall be no later than 12:00 PM on Friday of the week, ~~14 days~~
310 prior to the deadline for distributing a final agenda ~~a regularly scheduled~~
311 ~~Commission meeting.~~

312
313 (2) Agenda distribution deadline: The deadline for distributing a final agenda with
314 supporting documents shall be no later than Thursday, two (2)the weeks prior
315 to a regularly scheduled City Commission meeting.

316
317 For all special or workshop City Commission meetings, the agendas with
318 supporting documents will be distributed consistent with the timeframe
319 referenced above.

320
321 (3) Amendment to agenda: There shall be no additions to a distributed City
322 Commission agenda unless the matter is deemed to be an emergency.

323
324 In the case of an emergency, any person or City Commissioner requesting an
325 addition to the distributed City Commission agenda must do so in writing,
326 provide written justification for the emergency within the narrative of an agenda
327 memorandum, and include supporting backup material to the City Manager no
328 later than 5:00 PM the Friday before a regularly scheduled Commission
329 meeting.

330
331 The name of the person or City Commissioner requesting the addition shall be
332 placed with the agenda item to be presented. The written justification and
333 supporting backup material shall be submitted to the City Commission prior to
334 a regularly scheduled Commission meeting.

335
336 At the beginning of the City Commission meeting, the City Commission shall
337 review the emergency and, in its discretion, will determine whether it will
338 accept, review and take action on the addition requested.

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**RULE 13
PRESERVE ORDER**

Intentionally deleted and reserved for future consideration.

**RULE 14
DECORUM FOR CITIZEN PARTICIPATION**

In support of and respect for an open, fair and informed decision-making process, the City Commission and Administration recognize that:

- (1) Civil, respectful and courteous discourse and behavior are conducive to the democratic and harmonious airing of concerns and decision making; and
- (2) Un-civil discourse and/or discourteous and inappropriate behavior have a negative impact on the character and productivity of the decision-making process.

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

Compliance with these rules is expected and appreciated. The Rules of Decorum for Citizen Participation will be referenced in the agenda. A written list of the Rules of Decorum for Citizen Participation will also be printed and mounted upon the walls of the Commission Chamber and Conference Room and referenced on **comment cards** utilized in the Commission Chamber.

- (1) Speakers will conduct themselves in a civil and respectful manner at all times.
- (2) Speakers will address the Chair.
- (3) Questions to Commission members or City staff will be facilitated by the Chair.
- (4) Speakers will refrain from the use of obscene language, "fighting words" likely to incite violence from the individuals(s) to whom the words are addressed or other language that is disruptive to the orderly and fair progress of discussion at the meeting.
- (5) Speakers will refrain from making comments of a personal nature regarding others.
- (6) Name-calling and/or obscenity is forbidden.
- (7) Shouting, yelling or screaming is forbidden.
- (8) Commission Work Session or Public Hearing attendees (audience) will refrain from commenting, shouting, booing, clapping, stomping feet or other

389 inappropriate and/or disruptive behavior. Brief clapping is permissible at the
390 end of a speaker's comments.
391

392 It is the intent of Commission to maintain order and enforce the Rules of Decorum
393 for Citizen Participation for its meetings. Disregard of these rules will be met with
394 the following consequences:
395

- 396 (1) The Chair will identify out loud the out-of-compliance behavior and request
397 for the behavior to stop;
398
- 399 (2) The Chair will ask the speaker to have a seat if he/she continues to disrupt
400 the meeting;
401
- 402 (3) If the speaker refuses to have a seat, the Chair will recess the meeting; and
403
- 404 (4) Will instruct a law enforcement officer to instruct the speaker to stop the
405 disruptive conduct and escort the speaker out of the meeting venue.
406

407
408 **Section 3.** All resolutions in conflict herewith are hereby repealed.
409

410 **Section 4.** This resolution shall become effective upon its adoption.
411

412 The passage of this resolution was moved by Commissioner 08 seconded by 08,
413 and upon being put to a vote, the vote was as follows:
414

- 415 Mayor Betty Resch
- 416 Vice Mayor Herman Robinson
- 417 Commissioner Sarah Malega
- 418 Commissioner Christopher McVoy
- 419 Commissioner Kim Stokes

420
421 The Mayor thereupon declared this resolution duly passed and adopted on this
422 ___ day of _____ 2022.
423

424
425 LAKE WORTH BEACH CITY COMMISSION
426

427
428 By: _____
429 Betty Resch, Mayor
430

431 ATTEST:
432

433
434 _____
435 Melissa Ann Coyne, City Clerk
436