



**AGENDA**  
**CITY OF LAKE WORTH BEACH**  
**SPECIAL CITY COMMISSION MEETING - ADDITIONS**  
**CITY HALL COMMISSION CHAMBER**  
**TUESDAY, DECEMBER 14, 2021 - 5:00 PM**

The following items have been added to the agenda:

**CONSENT AGENDA:**

- A. [Amendment to Resolution No. 58-2021 to correct scrivener's errors in the original resolution](#)
- B. [Correction of scrivener's error in Resolution 92-2021 which established new Electric Utility Rates and Charges effective January 1, 2022](#)

**UNFINISHED BUSINESS:**

[back up for the Invitation to Negotiate ITN#22-400 Lake Worth Beach Redevelopment Project](#)

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)

# EXECUTIVE BRIEF SPECIAL MEETING

**AGENDA DATE:** December 14, 2021

**DEPARTMENT:** Financial Services

**TITLE:**

Amendment to Resolution No. 58-2021 to correct scrivener's errors in the original resolution

**SUMMARY:**

This amendment to Resolution No. 58-2021 will correct a scrivener's error in the rolled-back rate and percentage over rolled-back rate incorrectly stated in the original resolution.

**BACKGROUND AND JUSTIFICATION:**

Resolution No. 58-2021 set forth the millage rate for Fiscal Year 2021-2022. In the resolution, an incorrect rolled-back rate and percentage over rolled-back rate were stated. The Florida Department of Revenue caught these scrivener's errors and requested that the City amend the resolution to state the correct rolled-back rate and percentage over rolled-back rate. Amending Resolution No. 58-2021 in this manner is an administrative matter and does not require the City to complete the formal millage adoption process anew. Further, this amendment **has no negative impact on the taxpayers of the City of Lake Worth Beach.** The incorrect values indicate a rolled back rate of 5.0754 mills which is 8.27% more than the rolled back rate from the previous year. The corrected values should be 5.2125 mills which is 5.41% more than the rolled back rate from the previous year. The corrected values are consistent with what has been remitted to the FL Department of Revenue.

**MOTION:**

Move to approve or not approve Amendment to Resolution No. 58-2021 to correct scrivener's errors in the original resolution.

**ATTACHMENT(S):**

Fiscal Impact Analysis - N/A  
Amended Resolution 58-2021

RESOLUTION NO. 58-2021 OF THE CITY OF LAKE WORTH BEACH, FLORIDA, A MUNICIPAL CORPORATION OF THE STATE OF FLORIDA; LEVYING MUNICIPAL TAXES ON ALL TAXABLE PROPERTY WITHIN THE CITY OF LAKE WORTH BEACH, FLORIDA, FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2021 AND ENDING SEPTEMBER 30, 2022; REPEALING ALL RESOLUTIONS AND ORDINANCES IN CONFLICT HEREWITH; AND PROVIDING FOR THE EFFECTIVE DATE THEREOF

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

Section 1. There be and hereby is levied on all taxable property, real and personal, within the City of Lake Worth Beach for the fiscal year beginning October 1, 2021 and ending September 30, 2022, for the purpose of providing monies for the various funds of the City of Lake Worth Beach, taxes expressed in mills upon the dollar of the assessed valuation of all property located in the City of Lake Worth Beach, as shown upon the 2021 Tax Roll of Palm Beach County.

Section 2. The taxes levied hereby are specifically applied and apportioned for the purposes and at the millage rates per dollar of assessed valuation as aforesaid, as follows:

- (a) For the General Fund for the purpose of providing money for general municipal purposes, and for the improvement and general government of said City, 5.4945 mills, \$5.4945 per \$1,000 assessed valuation; which is 5.41% more than the rolled-back rate of 5.2125 mills (consistent with the previous fiscal year rate).

Section 3. The taxes above specified at the total millage rate of 5.4945 mills, \$5.4945 per \$1,000 assessed valuation, totaling the sum of \$11,372,373 (after allowance for a 3% collection allowance) are hereby specifically allocated and apportioned to the respective items for which the same are levied.

Section 4. The taxes above specified are hereby apportioned to and levied upon and against all the taxable property, both real and personal, within the corporate limits of said City in proportion to the assessed valuation thereof as returned by the Palm Beach County Property Appraiser and as shown by the 2021 Tax Assessment Roll of Palm Beach County.

Section 5. All resolutions or parts thereof, respectively, in conflict with this resolution are hereby repealed.

Section 6. This Tax Levy Resolution shall become effective upon adoption after the second public hearing on September 22, 2021.

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

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

The Mayor thereupon declared this resolution duly passed and enacted on the 14<sup>th</sup> day of December 2021.

LAKE WORTH BEACH CITY COMMISSION

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

ATTEST:

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

# EXECUTIVE BRIEF SPECIAL MEETING

**AGENDA DATE:** December 14, 2021

**DEPARTMENT:** Electric Utility

**TITLE:**

Correction of scrivener's error in Resolution 92-2021 which established new Electric Utility Rates and Charges effective January 1, 2022

**SUMMARY:**

The resolution as presented and approved on December 7, 2021 erroneously included a line item for a Capacity Charge applicable to Residential Rates. While prior Electric Utility Rates resolutions included such a charge, the revised rates eliminated the charge as a separate line item.

**BACKGROUND AND JUSTIFICATION:**

On December 7, 2021, the City Commission approved new Electric Utility Rates detailed in Resolution 92-2021 that included a scrivener's error in showing a charge of \$0.01020 in Capacity Charge for Residential Rates. The Capacity Charge was intended to be removed as it was already included within the Base Energy charge. The error resulted in the approval of a higher rate total rate than was intended.

The tables below show the Incorrect and Correct versions:

**Incorrect Version of Regular Residential Rates**

	First 1,000 KWH's	Excess
Base Energy	\$0.06900	\$0.08900
Power Cost Adjustment	\$0.03490	\$0.04490
Capacity	\$0.01020	\$0.01020
<b>Total</b>	<b>\$0.11410</b>	<b>\$0.14410</b>

**Corrected Version of Regular Residential Rates**

	First 1,000 KWH's	Excess
Base Energy	\$0.06900	\$0.08900
Power Cost Adjustment	\$0.03490	\$0.04490
<b>Total</b>	<b>\$0.10390</b>	<b>\$0.13390</b>

**MOTION:**

Move to approve/disapprove the correction of scrivener's error in the Capacity Charge line item for Residential Rates in Resolution 92-2021 effective January 1, 2022 to remove the Capacity Charge line item and correct the total residential rate accordingly.

**ATTACHMENT(S):**

Fiscal Impact Analysis - N/A

Amended Resolution 92-2021 - redlined

RESOLUTION NO. 92-2021 OF THE CITY OF LAKE WORTH BEACH, FLORIDA, PROVIDING FOR RATES, FEES AND CHARGES, AND REGULATIONS FOR ALL ELECTRICITY SOLD BY THE CITY OF LAKE WORTH BEACH, FLORIDA FOR USE OF ELECTRIC LIGHT AND POWER SYSTEM; REPEALING ALL RESOLUTIONS IN CONFLICT HEREWITH; PROVIDING FOR SEVERABILITY; PROVIDING AN EFFECTIVE DATE

WHEREAS, the City of Lake Worth Beach, Florida, is authorized and required to fix uniform and adequate rates for its service; and

WHEREAS, the rates set forth herein are just and equitable and serve a valid public purpose.

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

Section 1. Definitions: For the purpose of this resolution, the following terms, phrases, words, and their derivations shall have the meaning given herein. When not inconsistent with the context, words used in the present tense include the future, words in the plural in the present tense include the future, words in the plural include the singular, and words in the singular include the plural.

- A. "Shall" is always mandatory and not merely directory.
- B. "Net Metering Accounts" are those customer accounts with the City's Electric Utility where the customer has applied to the City's Electric Utility; installed a Customer-Owned Renewable Generation System (as defined in the Net Metering Program Rules and Regulations); executed a City Interconnection Agreement; has been approved by the Electric Utility for interconnection with the City's electric system; and, remains in compliance with the City's Net Metering Program. All rates applicable to Net Metering Accounts are governed by Resolution No. 45-2019 (as may be amended from time to time).
- C. "Purchased Power Cost Adjustment (PCA)" The cost of electricity is affected by the price of fuel and the purchase price of power supply. The PCA is an adjustment charge caused by an increased or decreased in the cost to purchase or supply power to customers. It is shown on the customer's bill as a credit or a surcharge to the price per kilowatt-hour. The customer's utility bill may have a credit, as the cost of power supply decreases, or it may have a surcharge when the costs increase.

Section 2. The following schedules shall be the rates charged and the regulations imposed by the City of Lake Worth Beach, Florida, on all electric power sold by the City of Lake Worth Beach, Florida for lighting, heating and power purposes, to wit:

A. Regular Residential Electric (Schedule R-S)

1. Designation: Regular Residential Electric
2. Applicable: For domestic electric purposes in private residences and individually metered apartments. Residential rates shall apply for electric energy used in commonly-owned facilities in condominiums and cooperative apartment buildings, subject to the following criteria:
  - a. 100% of the energy is used exclusively for the co-owner's benefit.
  - b. None of the energy is used in any endeavor which sells or rents a commodity or provides service for a fee.
  - c. Each point of delivery will be separately metered and billed.
  - d. A responsible legal entity is established as the customer to whom the City of Lake Worth Beach can render its bills for said service.
  - e. A cooperative or condominium requesting residential rates shall apply for the rate and establish the above criteria.
3. Limitations: Auxiliary and stand-by generation or resale of the electric energy not permitted hereunder. Recognized rooming houses, tourist homes and dwellings accommodating more than four paying guests supplied through a single meter will not be served under this schedule.
4. Service: Single phase, 60 cycles at available standard voltage. Three phase service may be furnished but only under special arrangements and at the option of the City of Lake Worth Beach.
5. Monthly Rates:
  - a. Customer Charge: A fixed charge based on the cost of preparing and delivering a bill, which will be applied to each electric account receiving a bill. \$10.55 per month.
  - b. Energy Charge per kWh

	First 1,000 KWH's	Excess
Base Energy	\$0.06900	\$0.08900
Power Cost Adjustment	\$0.03490	\$0.04490
Capacity	N/A <del>\$0.01020</del>	N/A <del>\$0.01020</del>
<b>Total</b>	<b>\$0.11441039</b>	<b>\$0.14441339</b>

6. The rates listed above include all administrative charges from the City of Lake Worth Beach.
7. Purchased Power Cost Adjustment Charge:
  - A. Purchased Power Cost Adjustment Charge will be applied as set forth in Section 3 below.
8. Outside City Limits Surcharge: A surcharge for electric use outside the City of Lake Worth Beach, Florida, municipal limits shall be charged as set forth in Section 4 below.
9. Minimum Bill: The minimum bill for electric use shall be charged at \$35.00 per month.

- B. Regular Commercial Service (Schedule C-S)
1. Designation: Regular Commercial Electric.
  2. Applicable: For commercial, industrial, and governmental use within the territory served by the Electric Distribution System of the City of Lake Worth Beach, as available and at the option of the City.
  3. Limitations: For consumers who own renewable energy facilities (such as wind, solar power or home fuel cells), resale of the electric energy is not permitted hereunder.
  4. Service: Single or three phase, 60 cycles and at any available standard voltage, at the option of the City of Lake Worth Beach.
  5. Monthly Rates:
    - a. Customer Charge: A fixed charge based on the cost of preparing and delivering a bill which will be applied to each electric account receiving a bill. \$17.00 per month.
    - b. Energy Charge per kWh.

	<b>All kWhs</b>
Base Energy	\$0.08700
Power Cost Adjustment	\$0.03700
Capacity	N/A
<b>Total</b>	<b>\$0.12400</b>

6. The rates listed above includes all administrative charges from the City of Lake Worth Beach.
  7. Purchased Power Cost Adjustment Charge:
    - A. Purchased Power Cost Adjustment Charge will be applied as set forth in Section 3 below.
  8. Outside City Limits Surcharge: A surcharge for electric use outside the City of Lake Worth Beach, Florida, municipal limits shall be charged as set forth in Section 4 below.
  9. Minimum Bill: The minimum bill for electric use shall be \$50.00 per month for single phase service and \$100.00 per month for poly phase service.
- C. Demand Commercial Service (Schedule CD-S)
1. Designation: Demand Commercial Electric
  2. Applicable: For customers who qualifies for service under Schedule C-S above and has a peak demand of 25 kW or greater for three (3) consecutive months:
  3. Limitations: Auxiliary or stand-by service or resale not permitted hereunder.
  4. Service: Single or three phase, 60 cycles and at any available standard voltage, at the option of the City of Lake Worth Beach.
  5. Monthly Rates:
    - a. Customer Charge: A fixed charge based on the cost of preparing and delivering a bill, which will be applied to each electric account receiving a bill. \$130.00 per month.
    - b. Energy Charge per KWH

	All kWhs	Demand - KW
Base Energy	\$0.05200	\$12.00
Power Cost Adjustment	\$0.03700	
Capacity Charge	N/A	
<b>Total</b>	<b>\$0.08900</b>	<b>\$12.00</b>

6. The rates listed above include all administrative charges from the City of Lake Worth Beach.
7. Billing Demand: The maximum 15 minute measured demand in the month, subject to power factor adjustment.
8. Power Factor Adjustment: When demand is measured with a kW meter and customer's power factor in any month is below 95% the measured demand may be adjusted to 95% power factor.
9. Purchased Power Cost Adjustment Charge:
  - A. Purchased Power Cost Adjustment Charge will be applied as set forth in Section 3 below.
10. Outside City Limits Surcharge: A surcharge for electric use outside the City of Lake Worth Beach, Florida, municipal limits shall be charged as set forth in Section 4 below.
11. Minimum Bill: The minimum bill for electric use shall be \$250.00 per month.

D. Regular Time of Use Commercial Service (Schedule CT-S)

1. Designation: Time of Use Commercial Service
2. Applicable: For commercial, industrial, and governmental use within the territory served by the Electric Distribution System of the City of Lake Worth Beach, as available and at the option of the City.
3. Limitations: For consumers who own renewable energy facilities (such as wind, solar power or home fuel cells), resale of the electric energy is not permitted hereunder.
4. Service: Single or three phase, 60 cycles and at any available standard voltage, at the option of the City of Lake Worth Beach.
5. Monthly Rates:
  - a. Customer Charge: A fixed charge based on the cost of preparing and delivering a bill which will be applied to each electric account receiving a bill. \$30.00 per month.
  - b. Energy Charge:
    - i. Off Peak \$0.0840 per kWh
    - ii. On Peak \$0.2600 per kWh
    - iii. Determination of Off-Peak Period: October – May: The off-peak period is defined as the hours between 1:00 p.m. and 6:00 a.m., Monday through Friday and all day Saturday and Sunday. In addition, the following holidays will also be considered off-peak: New Year's Day, Memorial Day, Thanksgiving Day, and Christmas Day. June – September: The off-peak period is defined as the hours between 7:00 p.m. and 2:00 p.m., Monday through Friday and all day Saturday and Sunday. In addition, the following holidays will also be considered off-peak: Independence Day and Labor Day. All other hours are considered on peak hours.

6. Term of Contract: One year and thereafter until terminated at the option of either party by the giving of not less than thirty (30) days advance written notice of the effective date of termination.
  7. Purchased Power Cost Adjustment Charge: A Purchased Power Cost Adjustment Charge will be applied as set forth in Section 3 below.
  8. Outside City Limits Surcharge: A surcharge for electric use outside the City of Lake Worth Beach, Florida, municipal limits shall be charged as set forth in Section 4 below.
  9. Minimum Bill: The minimum bill for electric use shall be \$50.00 per month for single phase service and \$100.00 per month for poly phase service.
- E. Time of Use Demand Commercial Service (Schedule CDT-S)
1. Designation: Time of Use Demand Commercial Service
  2. Applicable: For commercial, industrial, and governmental use within the territory served by the Electric Distribution System of the City of Lake Worth Beach, as available and at the option of the City.
  3. Limitations: For consumers who own renewable energy facilities (such as wind, solar power or home fuel cells), resale of the electric energy is not permitted hereunder.
  4. Service: Single or three phase, 60 cycles and at any available standard 416 voltage, at the option of the City of Lake Worth Beach.
  5. Monthly Rates:
    - a. Customer Charge: A fixed charge based on the cost of preparing and delivering a bill which will be applied to each Electric account receiving a bill. \$140.00 per month.
    - b. Energy Charge:
      - i. Off Peak \$0.0620 per kWh
      - ii. On Peak \$0.2400 per kWh
      - iii. Demand Charge: \$7.00 per kW.
      - iv. Billing Demand: The maximum 15 minute measured demand in the month, subject to power factor adjustment.
      - v. Power Factor Adjustment: When demand is measured with a kW 438 meter and customer's power factor in any month is below 95% the measured demand may be adjusted to 95% power factor.
      - vi. Determination of Off-Peak Period: October – May: The off-peak period is defined as the hours between 1:00 p.m. and 6:00 a.m., Monday through Friday and all day Saturday and Sunday. In addition, the following holidays will also be considered off-peak: New Year's Day, Memorial Day, Thanksgiving Day, and Christmas Day.
      - vii. June – September: The off-peak period is defined as the hours between 7:00 p.m. and 2:00 p.m., Monday through Friday and all day Saturday and Sunday. In addition, the following holidays will also be considered off-peak: Independence Day and Labor Day. All other hours are considered on peak hours.
  6. Term of Contract: One year and thereafter until terminated at the option of either party by the giving of not less than thirty (30) days advance written notice of the effective date of termination.
  7. Purchased Power Cost Adjustment Charge: A Purchased Power Cost Adjustment Charge will be applied as set forth in Section 3 below.

8. Outside City Limits Surcharge: A surcharge for electric use outside the City of Lake Worth Beach, Florida, municipal limits shall be charged as set forth in Section 4 below.
9. Minimum Bill: The minimum bill for electric use shall be \$140.00 per month.

F. Electric Vehicle Charging Level II (Schedule EV2-S)

1. Designation: Electric Vehicle Charging Level II
2. Applicable: For City owned public electric vehicle Level II charging stations.
  - a. None of the energy is used in any endeavor which sells or rents a commodity or provides service for a fee.
  - b. Each point of delivery will be separately metered and billed.
  - c. Limitations: Auxiliary and stand-by generation or resale of the electric energy not permitted hereunder.

3. Energy Charge per kWh

		<b>All KWH's</b>
Base Energy		\$0.05148
Power Cost Adjustment		\$0.03578
Capacity		\$0.01020
<b>Total</b>		<b>\$0.09746</b>

4. The rates listed above include all administrative charges from the City of Lake Worth Beach.
5. Purchased Power Cost Adjustment Charge:
  - A. Purchased Power Cost Adjustment Charge will be applied as set forth in Section 3 below.
6. Outside City Limits Surcharge: A surcharge for electric use outside the City of Lake Worth Beach, Florida, municipal limits shall be charged as set forth in Section 4 below.

G. Private Area Lighting (Schedule L-P)

1. Designation: Private Area Lighting
2. Applicable: For year-round outdoor security lighting of yards, driveways, walkways, parking lots, parks, and other areas, under the following conditions:
  - a. Lights to be served hereunder shall be at locations that are easily and economically accessible to the City of Lake Worth Beach equipment and personnel for construction and maintenance.
  - b. Original location of lighting fixtures shall be by mutual agreement and shall not be located so as to create a public nuisance.
  - c. Any relocation requested by customer after installation shall be made at customer's expense. All new lighting units provided under this Schedule shall be the high pressure sodium vapor (conservation lighting) type.
3. Limitations:
  - a. Auxiliary and stand-by generation or resale of the electric energy not permitted hereunder.
  - b. The City of Lake Worth Beach, while exercising reasonable diligence at all times to furnish service hereunder, does not guarantee continuous lighting and will not be liable for damages for any interruption, deficiency or failure of service

and reserves the right to interrupt service at any time for necessary repairs to lines or equipment.

4. Service: Service includes lamp renewals, energy from approximately dusk each day until approximately dawn the following day and maintenance of facilities. The City of Lake Worth Beach will replace all burned out lamps and will maintain its facilities during regular daytime working hours as soon as practicable following notification by the customer that such work is necessary. The City of Lake Worth Beach shall be permitted to enter the customer's premises at all reasonable times for the purpose of inspecting, maintaining, installing and removing any or all of its equipment and facilities. Single phase, 60 cycles at available standard voltage. Three phase service may be furnished but only under special arrangements and at the option of the City of Lake Worth Beach.
5. Term of Service: Not less than one (1) year.
6. Monthly Rates: A fixed monthly charge based on the number of units installed shall be charged based on the following schedule.
  - a. Standard Lighting:

Description Unit Cost per Month

175 Watt (7,000 Lumen) Mercury –Vapor Street Light Unit on Existing Pole	\$12.21
400 Watt (20,500 Lumen) Mercury-Vapor Street Light Unit on Existing Pole	\$19.15
1,000 Watt (55,000 Lumen) Mercury-Vapor Street Light Unit on Existing Pole	\$37.68
100 Watt (9,500 Lumen) High Pressure Sodium Vapor Street Light Unit on Existing Pole	\$9.93
250 Watt (27,500 Lumen) High Pressure Sodium Vapor Street Light Unit on Existing Pole	\$14.26
360 Watt High Pressure Sodium Vapor Street Light Unit on Existing Pole	\$17.05
400 Watt (50,000 Lumen) High Pressure Sodium Vapor Street Light Unit on existing pole	\$17.15
48 Watt LED Street Light Unit on Existing Pole	\$9.00
70 Watt LED Street Light Unit on Existing Pole	\$9.70
80 Watt LED Street Light Unit on Existing Pole	\$9.70
101 Watt LED Street Light Unit on Existing Pole	\$16.30
110 Watt LED Street Light Unit on Existing Pole	\$16.30
133 Watt LED Street Light Unit on Existing Pole	\$16.30
150 Watt LED Street Light Unit on Existing Pole	\$16.30
Wood Pole and span of Overhead Conductors or Pole used only for Light	\$10.00
Concrete Pole and Span of Overhead Conductors or Pole used only for Light	\$15.00
Underground Conductors up to 150 feet	\$1.33
Underground Conductors from 150 feet to 300 feet	\$2.68

7. Purchased Power Cost Adjustment Charge: A Purchased Power Cost Adjustment Charge will be applied as set forth in Section 3 below.

8. Outside City Limits Surcharge: A surcharge for electric use outside the City of Lake Worth Beach, Florida, municipal limits shall be charged as set forth in Section 4 below.

H. Street Lighting (Schedule L-S)

1. Designation: Street Lighting
2. Applicable: For lighting of public right-of ways.
3. Limitations:
  - a. Auxiliary and stand-by generation or resale of the electric energy not permitted hereunder.
  - b. The City of Lake Worth Beach, while exercising reasonable diligence at all times to furnish service hereunder, does not guarantee continuous lighting and will not be liable for damages for any interruption, deficiency or failure of service and reserves the right to interrupt service at any time for necessary repairs to lines or equipment.
  - c. Should the City of Lake Worth Beach be required by the customer to replace the street light(s) with a light (or lights) of another type or rating, then the customer may be required to pay the estimated labor, vehicle use and other direct costs involved in replacing the fixtures.
4. Service: Service includes lamp renewals, energy from approximately dusk each day until dawn the following day and maintenance of City of Lake Worth Beach owned street lighting systems.
5. Term of Service: For not less than ten (10) years for City of Lake Worth Beach facilities or customer will be required to pay depreciated cost of installed facilities plus cost of removal.
6. Monthly Rates:
  - a. A fixed monthly charge based on the number of units installed shall be charged based on the following schedule.
  - b. Conservation Lighting:

Description Unit Cost per Month

100 Watt (9,500 Lumen) High Pressure Sodium Vapor Street Light Unit on Existing Pole	\$7.85
150 Watt (27,500 Lumen) High Pressure Sodium Vapor Street Light Unit on Existing Pole	\$9.33
250 Watt (27,500 Lumen) High Pressure Sodium Vapor Street Light Unit on Existing Pole	\$12.26
360 Watt High Pressure Sodium Vapor Street Light Unit on Existing Pole	\$15.19
400 Watt (50,000 Lumen) High Pressure Sodium Vapor Street Light Unit on existing pole	\$17.09
48 Watt LED Street Light Unit on Existing Pole	\$9.00
70 Watt LED Street Light Unit on Existing Pole	\$9.70
80 Watt LED Street Light Unit on Existing Pole	\$9.70
101 Watt LED Street Light Unit on Existing Pole	\$16.30
110 Watt LED Street Light Unit on Existing Pole	\$16.30
133 Watt LED Street Light Unit on Existing Pole	\$16.30
150 Watt LED Street Light Unit on Existing Pole	\$16.30



c. Appurtenances:

Description Unit Cost per Month

Wood Pole and span of Overhead Conductors \$10.00 or Pole used only for Light  
Concrete Pole and Span of Overhead Conductors \$15.00 or Pole used only for Light  
Underground Conductors up to 150 feet \$1.33  
Underground Conductors from 150 feet to 300 feet \$2.68

7. Purchased Power Cost Adjustment Charge:

A. Purchased Power Cost Adjustment Charge will be applied as set forth in Section 3 below.

8. Outside City Limits Surcharge:

A. Surcharge for electric use outside the City of Lake Worth Beach, Florida, municipal limits shall be charged as set forth in Section 4 below.

Section 3. Purchased Power Cost Adjustment (PCA): A Purchased Power Cost Adjustment Charge (PCA) shall be established for a projected 3 month period for energy sales during that period as follows:

$$PCA = (A + B + C) / D$$

where:

A = The projected purchased power costs for the projected 3 month period comprised of costs such as the FMPA Stanton 1 variable costs, the FMPA Municipal Solar Project power costs, supplemental purchased power capacity, energy and directly related costs, Lake Worth Beach electric utility power generating fuel, and transmission costs

B = A true-up amount representing the over or under recovery of purchased power costs from the prior period

C = The amount transferred to or from the Rate Stabilization Fund for the projected period

D = The projected total retail sales in MWh for the projected 3 month period

The purchased power cost adjustment charge will be reconciled quarterly and trued up between estimated costs and billing units and actual costs and billing units.

Section 4. Surcharge For Service Outside The Municipal Limits: With respect to any residents, premises and/or users outside the corporate limits of the City of Lake Worth Beach, Florida, where such residents, premises and/or users now or hereafter have or use electrical utility service with the electrical system of the City of Lake Worth Beach, they shall be charged a rate for the electricity they use equal to the charge established for service to the residents, premises and/or users within the City of Lake Worth Beach, Florida, plus any applicable taxes or fees that are required in the Code of Ordinances or Resolutions of the specific jurisdiction in which those accounts reside. Such taxes and fees are collected by the City of Lake Worth Beach and remitted directly to the appropriate County or Municipal entity.

Section 5. Nothing in this resolution shall prohibit the City of Lake Worth Beach from entering into an agreement to provide electricity and electric utility services to or within any unit of government or governmental subdivision with terms and conditions other than contained herein.

Section 6. All resolutions or parts of resolutions in conflict herewith are expressly repealed.

Section 7. If any provision of this resolution or the application thereof to any person or circumstance is held invalid, the invalidity shall not affect other provisions or applications of the resolution, which can be given effect without the invalid provision or application, and to this end the provisions of this resolution are declared severable.

Section 8. This resolution shall be in effect for billings issued on or after January 1, 2022.

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

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

The Mayor thereupon declared this resolution duly passed and enacted on the 14<sup>th</sup> day of December 2021.

LAKE WORTH BEACH CITY COMMISSION

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

ATTEST:

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

# EXECUTIVE BRIEF SPECIAL MEETING

**AGENDA DATE:** December 14, 2021

**DEPARTMENT:** Finance Department

**TITLE:**

Invitation to Negotiate ITN#22-400 Lake Worth Beach Redevelopment Project

**SUMMARY:**

Approval of the draft of Invitation to Negotiate ITN#22-400 Lake Worth Beach Redevelopment Project.

**BACKGROUND AND JUSTIFICATION:**

The City Commission held a work session on November 8, 2021 to discuss the redevelopment of the Municipal Beach Complex including the Casino Building's 2nd floor event space, the existing pool facility area, and additional redevelopment of adjacent areas. The City Commission directed staff to develop an Invitation to Negotiate incorporating the Commissioners' requests which was presented at the December 7 meeting for review. At that meeting, staff was requested to revise the draft for a special meeting on December 14.

The draft ITN invites proposals from qualified entities to propose a Public Private Partnership (P3) which will maximize the redevelopment potential and recreational use of the Municipal Beach Complex including the Casino Building's 2nd floor event space, the existing pool facility area, and additional adjacent areas. The City's intention is to negotiate and enter a comprehensive agreement(s) for the renovation, expansion, lease, management, maintenance, operation, and/or implementation of creative ventures at the City's Municipal Beach Complex

**MOTION:**

Move to approve/disapprove the Invitation to Negotiate ITN#22-400 Lake Worth Beach Redevelopment Project Draft for publishing.

**ATTACHMENT(S):**

Revised ITN#22-400 Lake Worth Beach Redevelopment Project Draft  
Changes from previous version



# **INVITATION TO NEGOTIATE**

## **LAKE WORTH BEACH REDEVELOPMENT PROJECT**

**ITN No. 22-400**



Financial Services  
Procurement Division  
7 North Dixie Highway  
Lake Worth Beach, FL 33460  
**561.586.1770**

**ITN # 22-400**

## **LAKE WORTH BEACH REDEVELOPMENT PROJECT**

The City of Lake Worth Beach (“City”) is seeking competitive, sealed proposals from responsible respondents to commence negotiations regarding offers to manage, maintain, operate, redesign, renovate, expand, equip, and/or implement creative ventures at the Lake Worth Beach Municipal Beach Complex. The City is seeking such proposals for any or all of the following available options:

**Option #1:** Project proposal for the Casino Building’s event space on the 2nd floor. This includes approximately 5,000 SF unfinished space and/or approximately 3,000 SF finished event space and kitchen. This may include restaurant/lounge/bar and/or other commercial-type ventures.

**Option #2:** Modernization/redevelopment of the pool facility area that would accommodate visitors and residents. Day options shall include public pool access for various types of activities and programs for children and adults. Afternoon and evening hours may be used for restaurant, tiki bar, cabana rentals, beverage service, and/or other commercial-type ventures. The Pool Facility including its supporting facilities covers approximately 34,000 sq. ft. Any proposed redevelopment option should provide external kiddie splash area for public access, improved storage, maintenance and lifeguard facilities, and any additional facilities to be constructed. Pool, facilities, and adjacent areas shall be redeveloped to be brought up to current codes and be fully ADA accessible.

**Option #3:** Combination of Option #1 and Option #2 above that includes plans for the 2nd floor event space of the Casino Building as well as plans for the adjacent pool facility area, and may include additional facilities to be renovated, redeveloped and/or constructed.

A more detailed description of the project location, project parameters, redevelopment options, and project criteria is incorporated into this ITN at **Exhibit “A”**.

Time is of the essence and any proposal received after **3:00 PM, February 9, 2022**, whether by mail or otherwise may be rejected by the City. Proposals shall be placed in a sealed envelope, marked with the ITN number, title, and date and hour proposals are scheduled to be received. All persons or entities responding to the ITN (Respondents) are responsible for insuring that their proposal is delivered to the City’s Financial Services office address by the deadline indicated. The City reserves the right in its sole discretion to reject any or all proposals and/or to waive all nonmaterial irregularities on any and all proposals. All costs and expenses, including reasonable attorney’s fees, incurred by any Respondent in preparing and/or responding to the ITN are the sole responsibility of the Respondent including without limitation any and all costs and fees related to a protest.

Interested persons or entities may obtain a copy of the ITN by contacting the Financial Services office at [purchasing1@lakeworthbeachfl.gov](mailto:purchasing1@lakeworthbeachfl.gov) or from [lakeworthbeachfl.bidsandtenders.net](http://lakeworthbeachfl.bidsandtenders.net). All Respondents shall have a Bidding System Vendor account and be registered as a Plan Taker for this ITN opportunity, which will enable the Respondents to download the Bid Call Document, to receive Addenda email notifications and download all documents without the watermark “preview” on them.

To ensure receipt of the latest information and updates via email regarding this ITN, or if a Respondent has obtained this ITN Document from a third party, the onus is on the Respondent to create a Bidding System Vendor account and be register as a Plan Taker for the ITN opportunity.

All proposals must be mailed to:

**City of Lake Worth Beach  
Financial Services/Procurement Division  
7 North Dixie Highway, 2<sup>nd</sup> Floor  
Lake Worth Beach, FL 33460**

**ENVELOPE MUST BE IDENTIFIED AS ITN # 22-400 Casino Building and Pool Redevelopment Project**

PUBLISHED: December 19, 2021 Palm Beach Post and City's Website

DRAFT

## GENERAL INFORMATION

### 1. PROJECT OBJECTIVE AND OVERVIEW

The City of Lake Worth Beach (“City”) is seeking competitive, sealed proposals from responsible respondents to commence negotiations regarding offers to manage, maintain, operate, redesign, renovate, expand, equip, and/or implement creative ventures at the Lake Worth Beach Municipal Beach Complex. The City is seeking such proposals for any or all of the following available options:

**Option #1:** Project proposal for the Casino Building’s event space on the 2nd floor. This includes approximately 5,000 SF unfinished space and/or approximately 3,000 SF finished event space and kitchen. This may include restaurant/lounge/bar and/or other commercial-type ventures.

**Option #2:** Modernization/redevelopment of the pool facility area that would accommodate visitors and residents. Day options shall include public pool access for various types of activities and programs for children and adults. Afternoon and evening hours may be used for restaurant, tiki bar, cabana rentals, beverage service, and/or other commercial-type ventures. The Pool Facility including its supporting facilities covers approximately 34,000 sq. ft. Any proposed redevelopment option should provide external kiddie splash area for public access, improved storage, maintenance and lifeguard facilities, and any additional facilities to be constructed. Pool, facilities, and adjacent areas shall be redeveloped to be brought up to current codes and be fully ADA accessible.

**Option #3:** Combination of Option #1 and Option #2 above that includes plans for the 2nd floor event space of the Casino Building as well as plans for the adjacent pool facility area, and may include additional facilities to be renovated, redeveloped and/or constructed.

A more detailed description of the project location, project parameters, redevelopment options, and project criteria is incorporated into this ITN at **Exhibit “A”**.

### 2. SUBMITTAL OF PROPOSALS

Interested Respondents are invited to submit a complete proposal for consideration. The proposal must address the items requested clearly and concisely.

Time is of the essence and any proposal received after **3:00 PM, February 9, 2022**, whether by mail or otherwise may be rejected. **The City offices have limited access to the public at this time. Courier deliveries SHALL NOT require signature for receipt of a proposal. Respondents may deliver proposals directly to City Hall during regular business hours 8 a.m. to 5 p.m. Monday through Friday. If proposals are delivered in person, visitors shall ring the bell at the City Hall front entrance and wait for assistance or by contacting the Procurement Division at (561)586–1770 in advance.** The City will in no way be responsible for delays caused by any occurrence. **Proposals shall not be submitted and will not be accepted by telephone, telegram, facsimile, or e-mail.** The time of receipt shall be determined by the time clock located in Financial Services. Proposals shall be placed in a sealed envelope, marked with the ITN number, title, and date and hour proposals are scheduled to be received. **Respondents are responsible for ensuring that their proposals are delivered to Financial Services address by the deadline indicated.**

The City reserves the right in its sole discretion to reject any or all proposals and/or to waive all nonmaterial irregularities on any and all proposals. All costs and expenses, including reasonable attorney’s fees, incurred by any Respondent in preparing and responding to this ITN are the sole responsibility of the Respondent firm including without limitation any and all costs and fees related

to a protest. The documents included or incorporated in this ITN constitute the complete set of instructions, scope, specification requirements and forms (unless supplemented by City issued addendum). It is the responsibility of the Respondent to ensure that all pages are included. Therefore, all Respondents are advised to closely examine this ITN. All proposals must be typed or written in ink, and must be signed in ink by an officer having authority to bind the Respondent. Signatures are required where indicated; failure to do so may be cause for rejection of a proposal.

### **3. CHANGES AND INTERPRETATIONS**

Changes to this ITN will be made by written addendum. A written addendum is the only official method whereby interpretation, clarification or additional information can be given.

All questions regarding this ITN should be submitted in the bidding system at [lakeworthbeachfl.bidsandtenders.net](http://lakeworthbeachfl.bidsandtenders.net) or in writing via e-mail to [purchasing1@lakeworthbeachfl.gov](mailto:purchasing1@lakeworthbeachfl.gov), and must be received by the date set forth below for questions from potential Respondents. Most questions will be answered via addenda; however, if a question is not answered, the Respondent should assume all relevant information is contained within this ITN or previous issued addendum (if any). The City will attempt to not issue an addendum within three (3) business days of the due date of proposals; however, the City reserves the right to extend the due date of proposals and issue any addenda at any time prior to the revised due date for proposals.

### **4. PROPERTY OF THE CITY**

All materials submitted in response to this ITN shall become the property of the City. The City has the right to use any or all ideas presented in any response to this ITN, whether amended or not, and selection or rejection of a proposal does not affect this right. No variances to this provision shall be accepted.

### **5. ITN TIMETABLE**

The anticipated schedule for this ITN is as follows:

- |  |                            |
|--|----------------------------|
| • Questions from Potential Respondents Due | February 9, 2022 - 4:00 PM |
| • Proposals Due Date and Time              | March 2, 2022 - 3:00 PM    |
| • Presentations                            | mid/late March 2022        |
| • Evaluation                               | March/April 2022           |
| • Negotiations                             | April/May/June, 2022       |
| • Final Proposals*                         | June 2022                  |
| • Final Proposals Evaluation*              | June 2022                  |
| • Final Negotiations*                      | June/July 2022             |
| • Award(s)                                 | June/July 2022             |

\* Final Proposals, Final Proposals Evaluation, and Final Negotiations are TBD based on initial Proposals received.

The City reserves the right to amend the anticipated schedule as it deems necessary.

### **6. CONE OF SILENCE**

In accordance with the Palm Beach County Lobbyist Registration Ordinance and the City's procurement code, the City's procurement cone of silence will be in effect as of the deadline to

submit a proposal in response to this ITN. A complete copy of the City's procurement code is available on-line at municode.com under the City's code of ordinances (sections 2-111 – 2-117). All Respondents are highly encouraged to review the same. In summary, the cone of silence prohibits communication between certain City officials, employees and agents and any entity or person seeking to be awarded a contract (including their lobbyists and potential subcontractors). The cone of silence terminates at the time of award, rejection of all proposals or some other action by the City to end the selection process. The cone of silence does not apply to authorized negotiations between a Respondent and the City's negotiation team under this ITN.

## **7 ETHICS REQUIREMENT**

This ITN is subject to the State of Florida Code of Ethics for Public Officers and Employees and the Palm Beach County Code of Ethics. Accordingly, there are prohibitions and limitations on the employment of City officials and employees and contractual relationships providing a benefit to the same. Respondents are highly encouraged to review both the Florida Code of Ethics and the Palm Beach County Code of Ethics in order to ensure compliance with the same.

**Further, any Respondent coming before the City Commission for an award of a contract and who has made an election campaign contribution in an amount that is more than one hundred dollars (\$100.00) to any elected official of the City Commission, who is a current sitting member of the Commission, must disclose such election campaign contribution, verbally and in writing, in their responsive proposal to this ITN. Therefore, all Respondents shall complete the City's Campaign Contribution Statement attached to this ITN as Exhibit "B". Failure to complete will result in rejection of the Respondent's proposal.**

## **8. DISCLOSURE AND DISCLAIMER**

The information contained herein is provided solely for the convenience of the Respondents. It is the responsibility of each Respondent to assure itself that information contained herein is accurate and complete. Neither the City nor its agents provide any assurances as to the accuracy of any information in this ITN. Any reliance on the contents of this ITN, or on any communications with City representatives or agents, shall be at each Respondent's own risk. Respondents should rely exclusively on their own investigations, interpretations and analyses in connection with this matter. This ITN is being provided by the City without any warranty or representation, express or implied, as to its content, accuracy or completeness and no Respondent or other party shall have recourse to the City if any information herein contained shall be inaccurate or incomplete. No warranty or representation is made by the City that any proposal conforming to these requirements will be selected for consideration, negotiation or approval.

In its sole discretion, the City may withdraw this ITN either before or after receiving proposals, may accept or reject proposals, and may accept proposals which deviate from the non-material provisions of this ITN. Through its own investigation and in its sole discretion, the City may determine the qualifications, experience and acceptability of any Respondent submitting a proposal in response to this ITN. Following submission of a proposal, each Respondent agrees to promptly deliver such further details, information and assurances, including, but not limited to, financial and disclosure data, relating to the proposal and/or the Respondent, including the Respondent's affiliates, officers, directors, shareholders, partners and employees, as requested by the City. Any action taken by the City in response to proposals submitted in response to this ITN or in making any award or failure or refusal to make any award, or in any withdrawal or cancellation of this ITN, either before or after issuance of the notice of intent to make an award, shall be without any expense, liability or obligation on the part of the City, or their advisors.

Any recipient of this ITN who responds hereto fully acknowledges all the provisions of this Discloser and Disclaimer and agrees to be bound by the terms hereof. Any proposal submitted pursuant to this ITN is at the sole risk and responsibility of the party submitting such proposal

## **9. RESULTING CONTRACT**

The terms and conditions of the resulting contract will be negotiated with the successful Respondent(s). If the City and the successful Respondent cannot agree on the terms and conditions of the resulting contract, the City reserves the right to terminate negotiations with the successful Respondent and move to the next ranked Respondent to commence negotiations. Negotiations may continue in this process until the City is able to enter into a contract with a Respondent that best meets the needs of the City.

While the City anticipates awarding one contract, the City reserves the right to award to more than one Respondent if it is considered to be in the best interests of the City.

The awarded contract(s) which will cross fiscal-years are subject to the City's annual budget and appropriation process. If an awarded contract(s) is not funded in whole or in part in a fiscal year, the City will have the right to terminate the contract without cause. The City need not include a lack of appropriations provision in the resulting contract to avail itself of such right.

## **10. LEGAL REQUIREMENTS**

This ITN is being issued consistent with the requirements of section 287.05712, Florida Statutes, regarding public-private partnerships. While replies received in response to this ITN may not necessarily be a "qualifying project" as defined under said statute, it is anticipated that one or more replies may offer the building, upgrading, operating, and/or financing of facilities. Prior to awarding or executing a contract for a "qualifying project", the City Commission will need to make the determinations required by section 287.05712, Florida Statutes, in order to enter a comprehensive agreement with the selected Respondent.

All Respondents are advised that under the existing City Charter, the City may not sell, hypothecate, convey or lease (except a lease of less than 30 years) the City Municipal Beach Complex including the Casino Building and Pool Facility without an approved voter referendum. All Respondents are encouraged to review this Charter provision and all Charter and Code provisions regarding the City's beach complex.

For components of any proposed venture which will involve construction, the City will require a payment and performance bond consistent with section 255.05, Florida Statutes.

**The City's 2013 renovation of the Municipal Beach Complex was due in part to a grant from Palm Beach County. To ensure grant requirements are not negatively impacted by any proposed venture, the City reserves the right to coordinate with Palm Beach County prior to the award of any resulting contract on the proposed venture and consistent with section 287.05712, Florida Statutes.**

## **11. INSURANCE REQUIREMENTS**

Prior to execution of the resulting contract derived from this ITN, the selected Respondent shall obtain and maintain in force at all times during the term of the resulting contract insurance coverage as required herein (or such additional insurance requirements as the City may determine depending on the proposed redevelopment project). All insurance policies shall be

issued by companies authorized to do business under the laws of the State of Florida. The Certificates shall clearly indicate that the selected Respondent has obtained insurance of the type, amount, and classification as required for strict compliance with this provision and that no material change or cancellation of the insurance shall be effective without thirty (30) days prior written notice to the City. Compliance with the foregoing requirements shall not relieve the selected Respondent of its liability and obligations under the resulting contract.

- A. General: The selected Respondent shall maintain, during the term of the contract, standard Professional Liability Insurance in the minimum amount of \$1,000,000.00 per occurrence **[if appropriate]**.
- B. Commercial: The selected Respondent shall maintain, during the life of the contract, commercial general liability, including public and contractual liability insurance in the amount of \$1,000,000.00 per occurrence (\$2,000,000.00 aggregate) to protect the Respondent from claims for damages for bodily and personal injury, including wrongful death, as well as from claims of property damages which may arise from any operations and completed operations under the resulting contract, whether such operations be by the Respondent or by anyone directly or indirectly employed by or contracting with the Respondent.
- C. Worker's Compensation: The selected Respondent shall carry Workers' Compensation Insurance and Employer's Liability Insurance for all employees as required by Florida Statutes.
- D. Automobile Liability: The selected Respondent shall maintain comprehensive automobile liability insurance in the minimum amount of \$1,000,000 combined single limit for bodily injury and property damages liability to protect from claims for damages for bodily and personal injury, including death, as well as from claims for property damage, which may arise from the ownership, use, or maintenance of owned and non-owned automobiles, including rented automobiles whether such operations be by the Respondent or by anyone directly or indirectly employed by the Respondent.

All insurance, other than Professional Liability and Workers' Compensation, to be maintained by the selected Respondent shall specifically include the CITY as an "Additional Insured" on a primary, non-contributing basis.

## 12. **EVALUATION AND AWARD**

The ITN process is comprised of at least (3) three steps prior to award:

### **Step 1: Initial Proposal Presentation and Evaluation.**

When the City receives the initial proposals, the Procurement Division shall determine whether each proposal meets the minimum qualifications to be considered (**see Exhibit "A" for the minimum qualifications**). All Respondents whose proposals satisfy the minimum requirements will then be requested to provide a presentation to the City Commission in a **public meeting**. After the presentations, the initial Proposals will be evaluated by the City Commission in a **public meeting** based on the following **evaluation criteria**:

EVALUATION CRITERIA	Points Awarded
<b>LEADERSHIP (Tab 1)</b> <ul style="list-style-type: none"> <li>• Letter of Transmittal</li> <li>• Leadership Response</li> <li>• Relevant experience, accomplishments, and capabilities</li> <li>• Clear understanding of ITN and available options</li> </ul>	0 – 5 points
<b>EXPERIENCE OF THE FIRM (Tab 2)</b> <ul style="list-style-type: none"> <li>• Qualification of Staff (up to 5 points)</li> <li>• Relevant experience, capabilities and proven success with similar projects and development, and private public partnerships and teaming (up to 5 points)</li> </ul>	0 - 10 points
<b>APPROACH (Tab 3)</b> <ul style="list-style-type: none"> <li>• Project Development Approach (up to 5 points)</li> <li>• Description of achievement of project options is clearly identified (up to 5 points)</li> <li>• Opportunities and challenges of project clearly defined and solutions provided (up to 5 points)</li> <li>• All City's development regulations have been met (up to 5 points)</li> </ul>	0 - 20 points
<b>DEVELOPMENT PLAN (Tab 4)</b> <ul style="list-style-type: none"> <li>• Development Strategy and Conceptual Plans for the Project option(s) selected (up to 15 points)</li> <li>• Conceptual development of desired facilities, public access and proposed programs ( up to 10 points)</li> <li>• Plan of addressing required items on proposed options (up to 10 points)</li> <li>• Lease proposal (up to 5 points)</li> <li>• Development budget and schedule (up to 10 points)</li> <li>• Public/private responsibility matrix (up to 5 points)</li> <li>• Green initiatives in proposal (up to 5 points)</li> </ul>	0 – 55 points
<b>VETERAN BUSINESS ENTERPRISE, SMALL BUSINESS AND LOCAL BUSINESS PREFERENCE (Tab 5)</b> <ul style="list-style-type: none"> <li>• Respondent has provided supporting documentation claiming veteran business enterprise, small business or local business preference</li> </ul>	0 – 5 points
<b>DEFAULT, TERMINATION, LITIGATION, DEBARMENT, ETC &amp; ADDITIONAL INFORMATION</b>	

<ul style="list-style-type: none"> <li>• Instances of a default under a similar project or contract; instances of litigation related to a similar project or contract; instances of on any debarment by a local, state or federal governmental entity (up to 3 points)</li> <li>• Unique resources, capabilities or assets which the respondent would bring to the Project (up to 2 points)</li> </ul>	<p>0 – 5 points</p>
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Scoring is based on a 100-point scale. The following guidelines will be used for the evaluations (with associated weighting). **To be considered “Qualified”, a Respondent must receive a minimum aggregate average of 70 points.**

The City Commission may approve all proposals received to proceed to negotiations, may reject some or all proposals, or may create a short-list of proposals to proceed to negotiations. If two or more proposals offer the same or similar proposed venture, the City Commission shall endeavor to (but is not required to) to rank those proposals and proceed to negotiations with the highest ranked Respondent of the same or similar proposed venture. If a Respondent provides supporting documentation claiming veteran business enterprise, small business, or local business, the City Commission may provide a preference to such Respondent if it is ranked against another proposal proposing the same or similar proposed venture which does not claim a preference.

Once the City Commission determines whether any proposals are proceeding to negotiations, the City’s negotiation team shall meet privately in accordance with section 286.0113, Florida Statutes, to discuss negotiation strategies for each Respondent moving forward in the process. The City’s negotiation team will be comprised of City staff and possibly one (1) elected official or their designee.

**Step 2: Negotiations.**

In accordance with section 286.0113, Florida Statutes, the City’s negotiation team shall meet privately with each Respondent (as determined above) to ask questions regarding the proposed venture, answer Respondent’s questions, and provide suggestions on preparing a final proposal. The goal of each negotiation session with a Respondent shall be to clarify the proposed venture and establish basic terms and conditions for a resulting contract.

**Step 3: Final Proposals.**

After negotiations with the Respondent(s), the City shall request that each Respondent submit a final proposal by a date and time certain consisting of a term-sheet or the terms and conditions for a resulting contract with the City for the proposed venture. The City may also ask for another presentation from the Respondent based on their final proposal. Failure to submit a final proposal (or provide a requested presentation) by the date and time set will result in the disqualification of a Respondent from further consideration.

Final proposals shall be in the same format as the initial proposals and shall include the Respondent’s final Statement and Evidence of Financial Capability as follows:

- A statement and evidence of financial capability, including the ability to fund all project development costs.
- A "Letter of Intent" from a lender as to its interest in financing the development. The City considers a reputable lender as an intuition which has, in the opinion of the City, the

financial capability and experience to commit, loan and monitor the funding of loans necessary to complete the project.

- The Respondent's financial statement, with notes, and not older than one (1) year, and should indicate the resources and the necessary working capital to assure financial stability through the completion of the project.
- Financial capability shall also include an examination of the business plan and operating pro-forma for the project as revised.
- Respondent is required to provide a complete and detailed business plan and operating pro-forma that supports the development.

The City's negotiation team may engage in further private negotiation strategy meetings and private negotiations with the Respondent(s) based on their final proposal(s) to finalize contractual terms and conditions for the City Commission's evaluation. **In a public meeting**, the City Commission shall evaluate the final proposals and award a resulting contract to the Respondent or Respondents whose final proposal is in the best interests of the City based on the same **Evaluation Criteria set forth above.**

In an event of a tie in scoring, for the purpose of determining the best value in the award of an ITN where more than one respondent identifies a preference, the veteran business enterprise preference shall take precedence over the local business preference, and the local business preference shall take precedence over the small business preference.

While the City allows Respondents to specify any desired variances to the ITN terms, conditions, and specifications, the number and extent of variances specified will be considered in determining the Respondent who is most advantageous to the City.

Depending on the number of replies received and combined scores of the evaluations, the City's Evaluation Committee shall discuss whether they want to conduct negotiations with all Respondents or create a short-list of one or more Respondents. Evaluation Committee shall provide details of their specific changes and requirements related to each proposal that can be used for further negotiations.

### **13. PROPOSAL FORMAT**

Each Respondent shall submit **one (1) original, six (6) copies, and one (1) electronic copy on USB drive of their proposal**, in a clear, concise format, on 8 1/2" x 11" paper, in English.

Each proposal (and all copies) shall contain all the information required herein to be considered for award. Omission of required data may be cause for disqualification. Any other information thought to be relevant, but not applicable to the enumerated sections, should be provided as an appendix to the proposal. If publications are supplied by a Respondent to respond to a requirement, the response should include reference to the document number and page number. Proposals not providing this reference will be considered to have no reference materials included in the additional documents.

Proposals must be properly signed in ink by the owner/principal having the authority to bind the Respondent in a resulting contract. **Signatures are required where indicated; failure to do so may be cause for rejection of proposal.**

Only one proposal may be submitted by each Respondent.

Proposals which do not contain or address key points or sufficiently document the requested information may be deemed non-responsive and rejected.

All proposals shall be submitted in the format identified below. Failure to submit the required documentation in the format identified may cause the proposal to be rejected.

#### COVER PAGE

Clearly indicate Respondent's name address, telephone number, name of contact person, date, and proposal name.

#### TABLE OF CONTENTS

##### **Tab 1 – Leadership (Maximum 5 Points)**

###### Letter of Transmittal and Leadership Response (not to exceed two pages)

This letter will summarize in a brief and concise manner the following:

- Entity name, address, telephone, website, email, and fax number (also on **Exhibit “C”**)
- Ownership/organization structure
- Parent company, if applicable
- Names of officers and principals
- The legal status and years of continuous operation
- In-house capabilities and services
- General summary of Respondent's business operation; how long in business; general approach to tasks and projects; and, why the Respondent should be selected, including a summary of relevant experience, accomplishments, and capabilities.
- Respondent's understanding of the Project and proposed Project option(s).
- The letter must name all persons or entities interested in the proposal as principals. Identify all of the persons authorized to make representations for the Respondent, including the titles, addresses, and telephone numbers of such persons.
- An authorized agent of the Respondent must sign the Letter of Transmittal and must indicate the agent's title or authority.
- The individual or firm identified on the Letter of Transmittal will be considered the primary firm. The firm will need to name the representative authorized to negotiate with the City.
- If more than one firm is named on the Letter of Transmittal, a legal document showing the partnership, joint venture, corporation, etc. shall be submitted showing the legality of such. Submittal for Joint Venture to include executed Joint Venture agreement and if state law requires that the Joint Venture be registered, filed, funded, or licensed prior to submission of the proposal, then same shall be completed prior to submittal. Respondents shall make their own independent evaluation of the requirements of the state law.

##### **Tab 2 – Experience of the Firm (Maximum 10 Points)**

###### Qualification of Staff (limited to two pages plus resumes)

Respondents shall provide a two-page summary regarding their ability to redevelop the Municipal Beach Complex as proposed in a specific timeframe, including information regarding dedicated staff, and current workload should be provided.

Resumes of key personnel should also be included. Resumes should not exceed one-page per person. Resumes should include a description of:

- Training, education and degrees.
- Related experience and for whom.
- Professional certifications, licenses and affiliations.

Project Experience

Respondents shall provide a minimum of three (3) similar projects on the form provided (**Exhibit “D”**) and include whether the project was completed on time and within budget. The project description should include the size, location, start and completion date (or projected start/completion date), construction cost, role played, and financial interest. Provide relevant photos.

Respondents shall provide a minimum of three (3) references on the forms provided (**Exhibit “E”**) demonstrating their experience and/or skill with similar projects. Prior experience and skill with other Florida municipalities is desirable. Respondents are responsible for verifying correct phone numbers and contact information provided. Failure to provide accurate information may result in the reference not being obtained or considered.

Teaming (if applicable)

- Summarize the name and titles of the internal development team that will be assigned to this project, along with a brief biography.
- Summarize the key consultants that will support the development team, and a very brief listing of their relevant experience.

**Tab 3 – Approach (Maximum 20 Points)**

Respondent Approach

Provide written summary of your understanding and overall approach of the redevelopment of the Municipal Beach Complex, project option(s) selected, and discuss how the project option(s) will be achieved along with the challenges faced by the development approach. (Maximum 2 pages)

Respondents shall describe in detail the proposed venture including without limitation location; necessary facilities; necessary personnel; necessary renovations; necessary expansion; necessary financial investment; use of any City resources and/or necessary partnering; and, the proposed method to secure the necessary property interests.

**Tab 4 – Development Plan (Maximum 55 Points)**

The Respondent must submit a Conceptual Development Plan based on the following submission requirements:

Development Strategy

- Key assumptions
- Key disclaimers
- Explain market, economic and technical rationale
- Explain benefits to the residents and community
- Explain details of how is the redevelopment plan meeting the City’s vision and identity and welcoming to all residents and visitors

Conceptual Site Plan and Building Designs

- Note scale of drawings
- Identify major uses and green initiatives
- Identify parking

- Identify public roadways
- Identify service areas
- Identify major walkways and access to the facilities
- Conceptual building elevations (if applicable)

### Conceptual Development and Plan of Desired Facilities, Access and Programs

Respondents will submit a Conceptual Development details summarizing requested facilities developments for each Option they have chosen to include at minimum:

#### Option 1:

- Provide detailed description of the proposed development and how is this development going to benefit residents and visitors
- Identify utilization of the event space, access to the public, potential City's usage and utilization
- Identify programs that can be offered, type of ventures or restaurant/bar/lounge options that will provide an income option for the City

#### Option 2:

- Provide details of pool redevelopment plans, potential changes and improvements to the pool and the pool adjacent areas
- Provide details on family friendly development options and programs
- Provide details of easiness public accessibility to the pool area
- Identify major uses for programs for children and adults that can be utilized
- Identify easily accessible external kiddie splash area in close proximity to the pool
- Identify solutions for additional storage, maintenance and lifeguard facilities
- Identify any additional ideas and developments for the pool and pool adjacent area
- Provide conceptual building elevations (if applicable)

#### All Options Required Items:

- Provide details of easy and affordable access to the residents and visitors to all areas
- Identify plans for adjacent affordable food options
- Provide family friendly development or redevelopment options for family friendly activities and programs
- Identify landscape improvements throughout the site
- Provide details of how will newly developed facilities be energy efficient and comply with the City's desire for green initiatives including energy efficient charging stations and drinking water filtration system readily accessible to the public
- Provide details of how is ADA compliance achieved for all proposed facilities and surrounding areas
- Provide details and available options for energy efficient charging stations and drinking water filtration system readily accessible to the public.
- Provide details and innovative options for undeveloped areas of the complex

### Conceptual Development Budget and Schedule

Respondents will submit a Conceptual Development Budget summarizing estimates for the following categories of costs: site development, construction, professional fees, tenant-related, financing, green initiatives, and estimated overhead costs. Respondents will also submit a Conceptual Development Schedule summarizing the critical path of major activities required to plan, fund, construct/renovate, lease and open the project.

### Proposed Lease Terms

Respondents will submit a proposal for leasing the City owned land for a term of less than thirty (30) years. Proposed business terms will be based on a sound market and industry rationale.

Public Financing Statement of Interest

If required, Respondents will submit a statement of their interest in requesting financing assistance and incentives to close financial gaps that jeopardize the projects economic viability. Said statement of interest will include a "but for" rationale and justification.

Green Initiatives

Respondents will submit information on how the Respondent’s redevelopment will provide “Green Initiatives”. “Green initiatives” as utilized in this section include any initiative directly or indirect used by the Respondent in its selected redevelopment option(s) which will reduce energy consumption and/or greenhouse gas emissions, utilize renewable energy sources, increase recycling opportunities and minimize waste, avoid the use of highly toxic chemicals, and such other initiatives in the Respondent’s determination that provide an environmentally-conscious benefit to the City.

Public/Private Responsibility Matrix

Respondents will complete a responsibility matrix summarizing the most critical responsibilities of stakeholders that will be required in order to structure a workable public/private partnership.

Program Element	Developer	City	Other
Land			
Financing			
Design			
Construction			
Leasing			
Operations			
Parking			
Marketing			
Approvals			

**Tab 5 – Veteran Business Enterprise, Small Business and Local Business Preference**

Section 2-117 of the City’s Procurement Code shall govern the application of a veteran business enterprise, small business and/or local business preference for this ITN. **Documentation to support a Respondent as a Veteran Owned Business, Small Business and/or Local Business must be submitted with a Proposals in response to the ITN.** Documentation submitted after the proposal deadline will be rejected.

Order and application of preferences. For all preferences set forth in this ITN, only one preference may be identified in a response to this solicitation.

## **Tab 6 – Additional Information (Maximum 5 Points)**

### DEFAULT, TERMINATION, LITIGATION, DEBARMENT, ETC.

Respondent will provide a summary of any default, termination, litigation, debarment against or which named the Respondent in the past five (5) years which is related to the goods and/or services sought in this ITN or that Respondent otherwise provides in the regular course of business. The summary shall state the nature of the default, termination, litigation, debarment and a brief description of the outcome or projected outcome, and the monetary amount involved. *If none, state as such and provide written statement in the document.*

### ADDITIONAL CONSIDERATIONS

Additional Considerations: Identify any additional or unique resources, capabilities or assets which the respondent would bring to the project.

### ALL COMPLETED FORMS

Include all completed forms listed as attachment.

### PROOF OF LICENSES

Respondent will provide proof of required licenses for the firm and scope of services to be performed. This shall include:

- Proof of all applicable licenses for goods and/or services to be rendered (including registration with State of Florida Division of Corporations if applicable);
- Statement or proof of required insurance; and,
- Proof of Respondent's Business Tax Receipt (as applicable)
- Other Proof of Specific Qualifications.

## **14. RESPONDENT'S REPRESENTATIONS**

By submitting a proposal, the Respondent warrants, represents, and declares that:

- A. Person(s) designated as principal(s) of the Respondent is named and that no other person(s) other than the person(s) mentioned has (have) any interest in the proposal or in the resulting contract.
- B. The proposal is made without connection, coordination or cooperation with any other persons, company, firm or party submitting another proposal, and that the proposal submitted is, in all respects, fair and in good faith without collusion or fraud.
- C. The Respondent understands and agrees to all elements of the proposal unless otherwise indicated or negotiated, and that the proposal may become part of any contract entered into between the City and the Respondent.
- D. By signing and submitting a proposal, Respondent certifies that Respondent and any parent corporations, affiliates, subsidiaries, members, shareholders, partners, officers, directors or executives thereof are not presently debarred, proposed for debarment or declared ineligible to bid or participate in any federal, state or local government agency projects.
- E. Pursuant to 287.133, Florida Statutes, a person or affiliate who has been placed on the convicted firm list maintained by the State of Florida may not submit a proposal to the City of Lake Worth Beach for 36 months following the date of being placed on the convicted firm list. Respondent certifies that submittal of its proposal does not violate this statute.

F. Respondent recognizes and agrees that the City will not be responsible or liable in any way for any losses that the Respondent may suffer from the disclosure or submittal of proposal information to third parties.

G. Respondent has carefully and to his/her full satisfaction examined the ITN, the attached Scope of Services and all required forms, and Respondent has received and read all addenda issued and has included their provisions in their proposal.

## **15. PROTESTS**

Any actual Respondent who is aggrieved in connection with this ITN may protest such procurement. The protest must be filed with the City in accordance with the City's procurement code. A complete copy of the City's procurement code is available on-line at [municode.com](http://municode.com) under the City's code of ordinances (sections 2-111 – 2-117). The protest procedures are set forth at section 2-115. There are strict deadlines for filing a protest. Failure to abide by the deadlines will result in a waiver of the protest.

## **16. EXHIBITS**

This ITN consists of the following exhibits (which are incorporated herein by reference):

- |                |   |
|----------------|---|
| A. Exhibit "A" | Detailed Description of Options                               |
| B. Exhibit "B" | City's Campaign Contribution Statement (submit with proposal) |
| C. Exhibit "C" | Respondent Information Form (must be submitted)               |
| D. Exhibit "D" | Similar Projects/Relevant Experience (submit with proposal)   |
| E. Exhibit "E" | References (submit with proposal)                             |
| F. Exhibit "F" | Drug Free Workplace Form (submit with proposal)               |
| G. Exhibit "G" | Scrutinized Companies Certification (submit with proposal)    |
| H. Exhibit "H" | Additional Documentation and Historic Conceptual Plans        |
| I.             |   |

## **17. COMPLIANCE**

All proposals received in accordance with this ITN shall be subject to applicable Florida Statutes governing public records including without limitation Chapter 119, Florida Statutes. If any Respondent believes its proposal contains exempt or confidential information, the Respondent must identify the same at the time of submission of its proposal. Failure to do so may result in the waiver of such exemption or confidentiality.

## **18. PUBLIC ENTITY CRIMES**

Pursuant to section 287.133, Florida Statutes, a person or affiliate who has been placed on the convicted vendor list maintained by the State of Florida may not submit a bid to the City as agent for the ECR Board for 36 months following the date of being placed on the convicted vendor list.

## **19. SCRUTINIZED COMPANIES**

Each Respondent will be required to certify (**Exhibit "G"**) that it and its intended subcontractors are not on the Scrutinized Companies that Boycott Israel List and are not engaged in the boycott of Israel. Pursuant to section 287.135, Florida Statutes, the City may immediately terminate any resulting contract at its sole option if the selected Respondent or any of its subcontractors are found to have submitted a false certification; or if the selected Respondent or any of its subcontractors, are placed on the Scrutinized Companies that Boycott Israel List or is engaged in the boycott of Israel during the term of the resulting contract.

**20. E-VERIFY**

The selected Respondent will be required to adhere to Section 448.095(2), Florida Statutes, regarding the E-Verify requirements for its employees and its subcontractors' employees. If the City terminates the resulting contract under Section 448.095(2)(c), Florida Statutes, the selected respondent may not be awarded a contract for at least 1 year after the date on which the resulting contract is terminated and will be liable for any additional costs incurred by the City as a result of the termination of the resulting contract.

END OF GENERAL INFORMATION

DRAFT

## EXHIBIT "A"

### Detailed Description of Options

#### Project Description:

The City of Lake Worth Beach ("City") is seeking competitive, sealed proposals from responsible respondents to commence negotiations regarding offers to manage, maintain, operate, redesign, renovate, expand, equip, and/or implement creative ventures at the Lake Worth Beach Municipal Beach Complex. The City is seeking such proposals for any or all of the following available options:

**Option #1:** Project proposal for the Casino Building's event space on the 2nd floor. This includes approximately 5,000 SF unfinished space and/or approximately 3,000 SF finished event space and kitchen. This may include restaurant/lounge/bar and/or other commercial-type ventures.

**Option #2:** Modernization/redevelopment of the pool facility area that would accommodate visitors and residents. Day options shall include public pool access for various types of activities and programs for children and adults. Afternoon and evening hours may be used for restaurant, tiki bar, cabana rentals, beverage service, and/or other commercial-type ventures. The Pool Facility including its supporting facilities covers approximately 34,000 sq. ft. Any proposed redevelopment option should provide external kiddie splash area for public access, improved storage, maintenance and lifeguard facilities, and any additional facilities to be constructed. Pool, facilities, and adjacent areas shall be redeveloped to be brought up to current codes and be fully ADA accessible.

**Option #3:** Combination of Option #1 and Option #2 above that includes plans for the 2nd floor event space of the Casino Building as well as plans for the adjacent pool facility area, and may include additional facilities to be renovated, redeveloped and/or constructed.

#### Location and Opportunity

The City of Lake Worth Beach is a coastal municipality of 7 square miles, located in Palm Beach County, Florida. The City's northern boundary is adjacent to the City of West Palm Beach's southern boundary and about 64 miles north of Miami. Downtown Lake Worth Beach is the artistic soul of Palm Beach County with a historic theater and a museum, live music clubs, coffee houses, art galleries, antique malls, retail stores, and many restaurants. The City's Municipal Beach Complex is located east of the Downtown area, adjacent to the Atlantic Ocean.

#### Property Description

The Municipal Beach Complex is a 19 ½ acres parcel owned by the City and generally located at 10 S. Ocean Blvd., Lake Worth Beach, Florida (Parcel Control Numbers: 38434426000010010 and 38434426000010070). The Complex includes the Casino Building, Pool Facility, waterfront park, parking area, picnic area, restrooms, municipal pier, and additional adjacent areas. The Casino Building includes a first floor area currently leased to commercial tenants and a second floor area of approximately 5,000 SF of unfinished space, approximately 3,000 SF of finished event space and a kitchen. The Pool Facility encompasses 32,500 SF (including the pool building). The City built and opened the Pool Facility to the community in the early 1970's, which the City continued to operate until its most recent closure in 2016. The Municipal Beach Complex has 713 paid public parking spaces available that are operated and enforced by the City, including 50 spaces reserved for Lake Work Beach residents with a valid parking decal. The remaining spaces are digitally metered and have a maximum allowance of 8 hours.

## **2013 Renovated Municipal Beach Complex**

In 2013, the City renovated the Municipal Beach Complex, which officially re-opened to the public on March 1, 2013. The renovated Complex quickly became the new beach destination in South Florida. The renovated Casino Building is true to its original 1920's architecture; and, while there is no gambling at the renovated Casino Building, the name "Casino" remains as a reminder of the history and importance of the building to the citizens of Lake Worth Beach.

The renovated Municipal Beach Complex features an oceanfront park, restrooms, and picnic facilities, which complement the William O. Lockhart Municipal Pier. Beach chairs, lounges and cabanas are available to rent at the beach.

The first floor of the Casino Building is currently leased out by various commercial tenants. The first floor includes multiple restaurants, an ice cream shop, and a t-shirt store.

A unique distinction on the second floor of the Casino Building is a 3,000 SF event space/ballroom that offers breathtaking views of the Atlantic Ocean with wrap-around terraces and provides a perfect location for weddings, special occasions, and other events. The ballroom has won Wedding Wire's Couples Choice Award four years in a row in 2017, 2018, 2019 and 2020 and was also featured in Married in Palm Beach in 2017, 2018 and 2019. Adjacent to the ballroom on the second floor is 5,000 SF of unfinished space and a nearby kitchen.

The Pool Facility was not included in the 2013 Municipal Beach Complex renovation project.

Below is an aerial photograph of the Municipal Beach Complex post-renovation.



### **Lake Worth Beach - Beach and Casino Land Development Regulations**

All development at the Municipal Beach Complex must comply with the City's land use and zoning categories. The land use and zoning categories for the Municipal Beach Complex, including development regulations and allowable uses, are detailed below. This information may also be found in the City of Lake Worth Beach's Code of Ordinances.

The Municipal Beach Complex encompasses approximately 19 ½ acres and includes a 20,861 SF reconstructed Casino Ballroom building as well as 7,284 SF of various other structures. The site floor area ratio (FAR) is 0.033 based on the gross leasable area limit on the site of 64,715 SF. There is approximately 35,000 and 40,000 of allowed new construction that can be leased. For the overall site at the current FAR, the total allowable area allowed on the site is 127,413 SF. Consequently, there is roughly 100,000 SF of allowable building on the site of which up to 64,715 SF is leasable.

Maximum height per the City's Comprehensive Plan is 45' and two stories. By utilizing a planned development scenario of the site, the overall height can be raised to 65'-0' and three stories (the Transfer Development Rights (TDR) option would have to be triggered to gain the additional story).

#### Future Land Use Element

**Policy 1.1.13: Beach and Casino** - The Beach and Casino land use category designates the area of public beach and casino building area. The term "Casino" is used in name only and reflects the historic name of the buildings and site. Designation of this area signifies the expectation that the public beach will be used for public recreation and use and specified accessory uses, and the casino area will be used for a combination of permitted private commercial and public uses. The gross leasable area of all buildings shall not exceed 64,715 SF. The implementing zoning district is BAC.

**Policy 1.2.15: Locational Criteria for the Beach and Casino Designation** - The Beach and Casino land use designation is mapped on sites where such uses already exist. The mapping of these uses on these sites indicates that public beach will be used for public recreation use and specified accessory uses and casino area for a combination of permitted private commercial and public uses. Per Table I the Beach and Casino (BAC) Future Land Use Designation allows for a maximum height of 45' and a FAR of 0.15

#### Land Development Regulations

##### **Sec. 23.3-22 BAC—Beach and Casino**

a) Intent - The beach and casino district (BAC) is a zoning category for the Lake Worth public beach and casino area. It is intended for public use of the beach area and other beach related uses and private commercial and public uses in the casino area.

b) Principal uses permitted by right or by administrative or conditional use permit- Refer to the permitted use table at section 23.3-6 for complete list of uses.

1. In the beach area (east of the east edge of the existing seawall). Public beach and pier and accessory uses such as umbrella, beach chair, beach and water related rentals and cafes on the pier only, and special events permitted pursuant to section 21-18.

2. In the casino area (west of the east edge of the existing seawall):

A. Pool, pool building and accessory uses.

B. Picnic facilities, play-grounds, recreational uses and restrooms.

C. Parking and parking structure.

D. Ballroom, banquet and meeting rooms.

E. Retail establishments. The sum of all retail establishments may not exceed seven thousand two hundred (7,200) SF.

F. Restaurants (no drive thru), sandwich shops and snack bars, outdoor cafes and push carts.

G. Special events as permitted pursuant to section 21-18.

H. Environmental/nature centers, art shows, exhibits and other events not requiring a special event permit pursuant to section 21-18.

c) Development regulations

1. Building height:

A. Total building/structure height shall not exceed sixty (60) feet.

- B. Two (2) habitable stories totaling not more than fifty (50) feet in height.
- C. Architectural features not to exceed an additional ten (10) feet in height.
- D. Building height shall be measured as defined in general definitions.
- E. Parking structures shall not exceed three (3) levels or thirty-two (32) feet. The height of the highest parking surface shall not exceed the crown of the loop road closest to the seawall.

2. Setbacks:

- A. East: Seventy-five (75) feet from the east edge of the existing seawall excluding public seating, outdoor patio and dining areas (which shall be at least forty-five (45) feet from the east edge of the existing seawall), public shelters, signage and push carts.
- B. West: Seventy-five (75) feet from the property line.
- C. North: Two hundred (200) feet from the property line excluding public seating, public shelters, signage, and picnic pavilions, (which shall be at least thirty-five (35) feet from the property line and which shall be subject to conditional use approval by the planning and zoning board).
- D. South: Thirty-five (35) feet from the property line.

3. Building coverage: Fifteen (15) percent.

4. Maximum impermeable surface: Sixty-five (65) percent.

5. Floor area ratio. The maximum floor area ratio is 0.1.

d) Prohibited uses - All uses not specifically permitted.

**Project Criteria:**

Each Proposal shall include the following criteria:

- The City desires a P3 proposal based on a long-term lease agreement (less than 30 years) with the selected entity (developer).
- The developer must submit a proposal for at least one of the options identified below.
- If the developer proposes construction of additional building capacity, useable space, and/or redevelopment of the pool facility area, the proposal must adhere to the City's land use and zoning categories for the Municipal Beach Complex, including development regulations and allowable uses, as detailed in the ITN. Only allowable uses are permitted.
- The developer must guarantee open beach access to the public at all hours of operation.
- The developer must determine and create a plan for any additional parking needs if proposing additional building capacity or useable space at the Municipal Beach Complex.
- The City will deliver the premises in an "as in" condition for leasing. The developer is responsible for any improvements to the site.

Each Proposal shall identify which of the following options it intends to pursue as the City is inviting proposals for any, or a combination of, the following available options:

**Option #1:** Project proposal for the Casino Building's event space on the 2nd floor. This includes approximately 5,000 SF unfinished space and/or approximately 3,000 SF finished event space and kitchen. This may include restaurant/lounge/bar and/or other commercial-type ventures.

**Option #2:** Modernization/redevelopment of the pool facility area that would accommodate visitors and residents. Day options shall include public pool access for various types of activities and programs for children and adults. Afternoon and evening hours may be used for restaurant, tiki bar, cabana rentals, beverage service, and/or other commercial-type ventures. The Pool Facility including its supporting facilities covers approximately 34,000 sq. ft. Any proposed redevelopment option should provide external kiddie splash area for public access, improved storage, maintenance and lifeguard facilities, and any additional facilities to be constructed. Pool, facilities, and adjacent areas shall be redeveloped to be brought up to current codes and be fully ADA accessible.

**Option #3:** Combination of Option #1 and Option #2 above that includes plans for the 2nd floor event space of the Casino Building as well as plans for the adjacent pool facility area, and may include additional facilities to be renovated, redeveloped and/or constructed.

All options shall consider development of appropriate parking to accommodate offered facilities, and may include options for on-site restaurants, site adjacent affordable food options for easy public access, and landscape improvements throughout the site. Newly developed facilities shall be energy efficient and comply with the City's desire for green initiatives including energy efficient charging stations and drinking water filtration system readily accessible to the public.

The City desires proposals which creatively propose additional options for the Municipal Beach Complex, including but not limited to, management options and options for using/developing the surrounding areas (e.g., adjacent grass and landscaped areas, driveways, and undeveloped areas of the Municipal Beach Complex).

**The City will not consider proposals for a hotel and/or water park or theme park development option.**

*End of Detailed Description of Options*

**EXHIBIT "B"**

**ITN # 22-400**

**Casino Building and Pool Redevelopment Project**

**CITY CAMPAIGN CONTRIBUTION STATEMENT**

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

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

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

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

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

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

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

**Signature:**

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

By: \_\_\_\_\_

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

Print Title: \_\_\_\_\_

Print Name of Business: \_\_\_\_\_

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

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

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

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

**Signature:**

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

By: \_\_\_\_\_

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

**For City Clerk's Use Only.**

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

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

Check all that apply.

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

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

**EXHIBIT "C"**

**ITN # 22-400  
Casino Building and Pool Redevelopment Project**

**RESPONDENT INFORMATION PAGE**

Company Name: \_\_\_\_\_

Authorized  
Signature:

\_\_\_\_\_  
Signature

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

Title:

\_\_\_\_\_

Physical  
Address:

\_\_\_\_\_  
Street

\_\_\_\_\_  
City

\_\_\_\_\_  
State

\_\_\_\_\_  
Zip Code

Telephone:

\_\_\_\_\_

Fax:

\_\_\_\_\_

Email Address:

\_\_\_\_\_

Website (if applicable):

\_\_\_\_\_

Federal Identification Number:

\_\_\_\_\_

This is a requirement of every Respondent

**EXHIBIT "D"**

**ITN # 22-400  
Casino Building and Pool Redevelopment Project**

**SIMILAR PROJECTS & RELEVANT EXPERIENCE**

Please describe below at least three (3) prior or on-going ventures of the Respondent which are similar to the proposed venture for the City of Lake Worth Beach. Please provide as much additional information as possible (as attachments to this form) in order for the City to understand the venture and the Respondent relevant experience. The City may further investigate all information provided.

**#1 SIMILAR VENTURE**

Name of Venture or Project: \_\_\_\_\_

General Description of Venture or Project: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Description of status: \_\_\_\_\_

\_\_\_\_\_

Reference Contact Person Name: \_\_\_\_\_ Title: \_\_\_\_\_

Address: \_\_\_\_\_

Phone No.: (\_\_\_\_) \_\_\_\_\_ Fax: (\_\_\_\_) \_\_\_\_\_

Project value: \_\_\_\_\_ Start date: \_\_\_\_\_ Completion date: \_\_\_\_\_  
(month/year) (month/year)

**#2 SIMILAR VENTURE**

Name of Venture or Project: \_\_\_\_\_

General Description of Venture or Project: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Description of status: \_\_\_\_\_

\_\_\_\_\_

Reference Contact Person Name: \_\_\_\_\_ Title: \_\_\_\_\_

Address: \_\_\_\_\_

Phone No.: (\_\_\_\_) \_\_\_\_\_ Fax: (\_\_\_\_) \_\_\_\_\_

Project value: \_\_\_\_\_ Start date: \_\_\_\_\_ Completion date: \_\_\_\_\_  
(month/year) (month/year)

**#3 SIMILAR VENTURE**

Name of Venture or Project: \_\_\_\_\_

General Description of Venture or Project: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_.

Description of status: \_\_\_\_\_  
\_\_\_\_\_.

Reference Contact Person Name: \_\_\_\_\_ Title: \_\_\_\_\_

Address: \_\_\_\_\_

Phone No.: (\_\_\_\_) \_\_\_\_\_ Fax: (\_\_\_\_) \_\_\_\_\_

Project value: \_\_\_\_\_ Start date: \_\_\_\_\_ Completion date: \_\_\_\_\_  
(month/year) (month/year)

**#4 SIMILAR VENTURE**

Name of Venture or Project: \_\_\_\_\_

General Description of Venture or Project: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_.

Description of status: \_\_\_\_\_  
\_\_\_\_\_.

Reference Contact Person Name: \_\_\_\_\_ Title: \_\_\_\_\_

Address: \_\_\_\_\_

Phone No.: (\_\_\_\_) \_\_\_\_\_

Fax: (\_\_\_\_) \_\_\_\_\_

Project value: \_\_\_\_\_

Start date: \_\_\_\_\_  
(month/year)

Completion date: \_\_\_\_\_  
(month/year)

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**EXHIBIT "E"**

**ITN # 22-400  
Casino Building and Pool Redevelopment Project**

**REFERENCES**

List below, or on an attached sheet, list references per ITN requirements. Provide the name, addresses and telephone numbers of organizations, governmental or private, for whom you now are, or have **within the past five (5) years** provided services. This form may be copied.

**REFERENCE #1**

Name of Client:

\_\_\_\_\_

Address:

\_\_\_\_\_

Phone: (\_\_\_\_\_) \_\_\_\_\_ Fax: (\_\_\_\_\_) \_\_\_\_\_

Contact Person: \_\_\_\_\_ Title: \_\_\_\_\_

Description of services: \_\_\_\_\_

\_\_\_\_\_

**REFERENCE #2**

Name of Client:

\_\_\_\_\_

Address:

\_\_\_\_\_

Phone: (\_\_\_\_\_) \_\_\_\_\_ Fax: (\_\_\_\_\_) \_\_\_\_\_

Contact Person: \_\_\_\_\_ Title: \_\_\_\_\_

Description of services: \_\_\_\_\_

\_\_\_\_\_

**REFERENCE #3**

Name of Client:

\_\_\_\_\_

Address:

\_\_\_\_\_

Phone: (\_\_\_\_\_) \_\_\_\_\_ Fax: (\_\_\_\_\_) \_\_\_\_\_

Contact Person: \_\_\_\_\_ Title: \_\_\_\_\_

Description of services: \_\_\_\_\_

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**EXHIBIT "F"**

**ITN # 22-400**

**Casino Building and Pool Redevelopment Project**

**CONFIRMATION OF DRUG-FREE WORKPLACE**

In accordance with Section 287.087, Florida Statutes, whenever two or more proposals are equal with respect to price, quality, and service which are received by any political subdivision for the procurement of commodities or contractual services, a proposal received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. In order to have a drug-free workplace program, a business shall:

(1) Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.

(2) Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.

(3) Give each employee engaged in providing the commodities or contractual services that are under proposal a copy of the statement specified in subsection (1).

(4) In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under proposal, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than 5 days after such conviction.

(5) Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community by, any employee who is so convicted.

(6) Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

As the person authorized to sign this statement on behalf of \_\_\_\_\_, I certify that \_\_\_\_\_ complies fully with the above requirements.

\_\_\_\_\_  
Authorized Representative's Signature

\_\_\_\_\_  
Date

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

\_\_\_\_\_  
Position

**EXHIBIT "G"**  
**ITN # 22-400**

**Casino Building and Pool Redevelopment Project**

**SCRUTINIZED COMPANIES CERTIFICATION FORM**

By execution below, I, \_\_\_\_\_, on behalf of \_\_\_\_\_  
(hereinafter, the "Contractor"), hereby swear or affirm to the following certifications:

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

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

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

RESPONDENT/CONTRACTOR:

By: \_\_\_\_\_  
Name: \_\_\_\_\_ [Corporate Seal]  
Title: \_\_\_\_\_

STATE OF \_\_\_\_\_ )  
COUNTY OF \_\_\_\_\_ )

THE FOREGOING instrument was acknowledged before me by means of • physical presence or • online notarization on this \_\_\_\_ day of \_\_\_\_\_ 2022, by \_\_\_\_\_, as the \_\_\_\_\_ [title] of \_\_\_\_\_, a \_\_\_\_\_ [corporate description], who is personally known to me or who has produced \_\_\_\_\_ as identification, and who did take an oath that he or she is duly authorized to execute the foregoing instrument and bind the CONTRACTOR to the same.

Notary Seal:

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

**EXHIBIT "H"**

**ITN # 22-400**

**Casino Building and Pool Redevelopment Project**

**Additional Documentation and Historic Conceptual Plans**

DRAFT V2



# **INVITATION TO NEGOTIATE**

## **LAKE WORTH BEACH REDEVELOPMENT PROJECT**

**ITN No. 22-400**



Financial Services  
Procurement Division  
7 North Dixie Highway  
Lake Worth Beach, FL 33460  
**561.586.1770**

**ITN # 22-400**

## **LAKE WORTH BEACH REDEVELOPMENT PROJECT**

The City of Lake Worth Beach (“City”) is seeking competitive, sealed proposals from responsible respondents to commence negotiations regarding offers to manage, maintain, operate, redesign, renovate, expand, equip, and/or implement creative ventures at the Lake Worth Beach Municipal Beach Complex. The City is seeking such proposals for any or all of the following available options:

**Option #1:** Project proposal for the Casino Building’s event space on the 2nd floor. This includes approximately 5,000 SF unfinished space and/or approximately 3,000 SF finished event space and kitchen. This may include restaurant/lounge/bar and/or other commercial-type ventures.

**Option #2:** Modernization/redevelopment of the pool facility area that would accommodate visitors and residents. Day options shall include public pool access for various types of activities and programs for children and adults. Afternoon and evening hours may be used for restaurant, tiki bar, cabana rentals, beverage service, and/or other commercial-type ventures. The Pool Facility including its supporting facilities covers approximately 34,000 sq. ft. Any proposed redevelopment option should provide external kiddie splash area for public access, improved storage, maintenance and lifeguard facilities, and any additional facilities to be constructed. Pool, facilities, and adjacent areas shall be redeveloped to be brought up to current codes and be fully ADA accessible.

**Option #3:** Combination of Option #1 and Option #2 above that includes plans for the 2nd floor event space of the Casino Building as well as plans for the adjacent pool facility area, and may include additional facilities to be renovated, redeveloped and/or constructed.

A more detailed description of the project location, project parameters, redevelopment options, and project criteria is incorporated into this ITN at **Exhibit “A”**.

Time is of the essence and any proposal received after **3:00 PM, February 9, 2022**, whether by mail or otherwise may be rejected by the City. Proposals shall be placed in a sealed envelope, marked with the ITN number, title, and date and hour proposals are scheduled to be received. All persons or entities responding to the ITN (Respondents) are responsible for insuring that their proposal is delivered to the City’s Financial Services office address by the deadline indicated. The City reserves the right in its sole discretion to reject any or all proposals and/or to waive all nonmaterial irregularities on any and all proposals. All costs and expenses, including reasonable attorney’s fees, incurred by any Respondent in preparing and/or responding to the ITN are the sole responsibility of the Respondent including without limitation any and all costs and fees related to a protest.

Interested persons or entities may obtain a copy of the ITN by contacting the Financial Services office at [purchasing1@lakeworthbeachfl.gov](mailto:purchasing1@lakeworthbeachfl.gov) or from [lakeworthbeachfl.bidsandtenders.net](http://lakeworthbeachfl.bidsandtenders.net). All Respondents shall have a Bidding System Vendor account and be registered as a Plan Taker for this ITN opportunity, which will enable the Respondents to download the Bid Call Document, to receive Addenda email notifications and download all documents without the watermark “preview” on them.

To ensure receipt of the latest information and updates via email regarding this ITN, or if a Respondent has obtained this ITN Document from a third party, the onus is on the Respondent to create a Bidding System Vendor account and be register as a Plan Taker for the ITN opportunity.

All proposals must be mailed to:

**City of Lake Worth Beach  
Financial Services/Procurement Division  
7 North Dixie Highway, 2<sup>nd</sup> Floor  
Lake Worth Beach, FL 33460**

**ENVELOPE MUST BE IDENTIFIED AS ITN # 22-400 Casino Building and Pool Redevelopment Project**

PUBLISHED: December 19, 2021 Palm Beach Post and City's Website

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## GENERAL INFORMATION

### 1. PROJECT OBJECTIVE AND OVERVIEW

The City of Lake Worth Beach (“City”) is seeking competitive, sealed proposals from responsible respondents to commence negotiations regarding offers to manage, maintain, operate, redesign, renovate, expand, equip, and/or implement creative ventures at the Lake Worth Beach Municipal Beach Complex. The City is seeking such proposals for any or all of the following available options:

**Option #1:** Project proposal for the Casino Building’s event space on the 2nd floor. This includes approximately 5,000 SF unfinished space and/or approximately 3,000 SF finished event space and kitchen. This may include restaurant/lounge/bar and/or other commercial-type ventures.

**Option #2:** Modernization/redevelopment of the pool facility area that would accommodate visitors and residents. Day options shall include public pool access for various types of activities and programs for children and adults. Afternoon and evening hours may be used for restaurant, tiki bar, cabana rentals, beverage service, and/or other commercial-type ventures. The Pool Facility including its supporting facilities covers approximately 34,000 sq. ft. Any proposed redevelopment option should provide external kiddie splash area for public access, improved storage, maintenance and lifeguard facilities, and any additional facilities to be constructed. Pool, facilities, and adjacent areas shall be redeveloped to be brought up to current codes and be fully ADA accessible.

**Option #3:** Combination of Option #1 and Option #2 above that includes plans for the 2nd floor event space of the Casino Building as well as plans for the adjacent pool facility area, and may include additional facilities to be renovated, redeveloped and/or constructed.

A more detailed description of the project location, project parameters, redevelopment options, and project criteria is incorporated into this ITN at **Exhibit “A”**.

### 2. SUBMITTAL OF PROPOSALS

Interested Respondents are invited to submit a complete proposal for consideration. The proposal must address the items requested clearly and concisely.

Time is of the essence and any proposal received after **3:00 PM, February 9, 2022**, whether by mail or otherwise may be rejected. **The City offices have limited access to the public at this time. Courier deliveries SHALL NOT require signature for receipt of a proposal. Respondents may deliver proposals directly to City Hall during regular business hours 8 a.m. to 5 p.m. Monday through Friday. If proposals are delivered in person, visitors shall ring the bell at the City Hall front entrance and wait for assistance or by contacting the Procurement Division at (561)586-1770 in advance.** The City will in no way be responsible for delays caused by any occurrence. **Proposals shall not be submitted and will not be accepted by telephone, telegram, facsimile, or e-mail.** The time of receipt shall be determined by the time clock located in Financial Services. Proposals shall be placed in a sealed envelope, marked with the ITN number, title, and date and hour proposals are scheduled to be received. **Respondents are responsible for ensuring that their proposals are delivered to Financial Services address by the deadline indicated.**

The City reserves the right in its sole discretion to reject any or all proposals and/or to waive all nonmaterial irregularities on any and all proposals. All costs and expenses, including reasonable attorney’s fees, incurred by any Respondent in preparing and responding to this ITN are the sole responsibility of the Respondent firm including without limitation any and all costs and fees related

to a protest. The documents included or incorporated in this ITN constitute the complete set of instructions, scope, specification requirements and forms (unless supplemented by City issued addendum). It is the responsibility of the Respondent to ensure that all pages are included. Therefore, all Respondents are advised to closely examine this ITN. All proposals must be typed or written in ink, and must be signed in ink by an officer having authority to bind the Respondent. Signatures are required where indicated; failure to do so may be cause for rejection of a proposal.

### **3. CHANGES AND INTERPRETATIONS**

Changes to this ITN will be made by written addendum. A written addendum is the only official method whereby interpretation, clarification or additional information can be given.

All questions regarding this ITN should be submitted in the bidding system at [lakeworthbeachfl.bidsandtenders.net](http://lakeworthbeachfl.bidsandtenders.net) or in writing via e-mail to [purchasing1@lakeworthbeachfl.gov](mailto:purchasing1@lakeworthbeachfl.gov), and must be received by the date set forth below for questions from potential Respondents. Most questions will be answered via addenda; however, if a question is not answered, the Respondent should assume all relevant information is contained within this ITN or previous issued addendum (if any). The City will attempt to not issue an addendum within three (3) business days of the due date of proposals; however, the City reserves the right to extend the due date of proposals and issue any addenda at any time prior to the revised due date for proposals.

### **4. PROPERTY OF THE CITY**

All materials submitted in response to this ITN shall become the property of the City. The City has the right to use any or all ideas presented in any response to this ITN, whether amended or not, and selection or rejection of a proposal does not affect this right. No variances to this provision shall be accepted.

### **5. ITN TIMETABLE**

The anticipated schedule for this ITN is as follows:

- |  |                            |
|--|----------------------------|
| • Questions from Potential Respondents Due | February 9, 2022 - 4:00 PM |
| • Proposals Due Date and Time              | March 2, 2022 - 3:00 PM    |
| • Presentations                            | mid/late March 2022        |
| • Evaluation                               | March/April 2022           |
| • Negotiations                             | April/May/June, 2022       |
| • Final Proposals*                         | June 2022                  |
| • Final Proposals Evaluation*              | June 2022                  |
| • Final Negotiations*                      | June/July 2022             |
| • Award(s)                                 | June/July 2022             |

\* Final Proposals, Final Proposals Evaluation, and Final Negotiations are TBD based on initial Proposals received.

The City reserves the right to amend the anticipated schedule as it deems necessary.

### **6. CONE OF SILENCE**

In accordance with the Palm Beach County Lobbyist Registration Ordinance and the City's procurement code, the City's procurement cone of silence will be in effect as of the deadline to

submit a proposal in response to this ITN. A complete copy of the City's procurement code is available on-line at municode.com under the City's code of ordinances (sections 2-111 – 2-117). All Respondents are highly encouraged to review the same. In summary, the cone of silence prohibits communication between certain City officials, employees and agents and any entity or person seeking to be awarded a contract (including their lobbyists and potential subcontractors). The cone of silence terminates at the time of award, rejection of all proposals or some other action by the City to end the selection process. The cone of silence does not apply to authorized negotiations between a Respondent and the City's negotiation team under this ITN.

## **7 ETHICS REQUIREMENT**

This ITN is subject to the State of Florida Code of Ethics for Public Officers and Employees and the Palm Beach County Code of Ethics. Accordingly, there are prohibitions and limitations on the employment of City officials and employees and contractual relationships providing a benefit to the same. Respondents are highly encouraged to review both the Florida Code of Ethics and the Palm Beach County Code of Ethics in order to ensure compliance with the same.

**Further, any Respondent coming before the City Commission for an award of a contract and who has made an election campaign contribution in an amount that is more than one hundred dollars (\$100.00) to any elected official of the City Commission, who is a current sitting member of the Commission, must disclose such election campaign contribution, verbally and in writing, in their responsive proposal to this ITN. Therefore, all Respondents shall complete the City's Campaign Contribution Statement attached to this ITN as Exhibit "B". Failure to complete will result in rejection of the Respondent's proposal.**

## **8. DISCLOSURE AND DISCLAIMER**

The information contained herein is provided solely for the convenience of the Respondents. It is the responsibility of each Respondent to assure itself that information contained herein is accurate and complete. Neither the City nor its agents provide any assurances as to the accuracy of any information in this ITN. Any reliance on the contents of this ITN, or on any communications with City representatives or agents, shall be at each Respondent's own risk. Respondents should rely exclusively on their own investigations, interpretations and analyses in connection with this matter. This ITN is being provided by the City without any warranty or representation, express or implied, as to its content, accuracy or completeness and no Respondent or other party shall have recourse to the City if any information herein contained shall be inaccurate or incomplete. No warranty or representation is made by the City that any proposal conforming to these requirements will be selected for consideration, negotiation or approval.

In its sole discretion, the City may withdraw this ITN either before or after receiving proposals, may accept or reject proposals, and may accept proposals which deviate from the non-material provisions of this ITN. Through its own investigation and in its sole discretion, the City may determine the qualifications, experience and acceptability of any Respondent submitting a proposal in response to this ITN. Following submission of a proposal, each Respondent agrees to promptly deliver such further details, information and assurances, including, but not limited to, financial and disclosure data, relating to the proposal and/or the Respondent, including the Respondent's affiliates, officers, directors, shareholders, partners and employees, as requested by the City. Any action taken by the City in response to proposals submitted in response to this ITN or in making any award or failure or refusal to make any award, or in any withdrawal or cancellation of this ITN, either before or after issuance of the notice of intent to make an award, shall be without any expense, liability or obligation on the part of the City, or their advisors.

Any recipient of this ITN who responds hereto fully acknowledges all the provisions of this Discloser and Disclaimer and agrees to be bound by the terms hereof. Any proposal submitted pursuant to this ITN is at the sole risk and responsibility of the party submitting such proposal

#### **9. RESULTING CONTRACT**

The terms and conditions of the resulting contract will be negotiated with the successful Respondent(s). If the City and the successful Respondent cannot agree on the terms and conditions of the resulting contract, the City reserves the right to terminate negotiations with the successful Respondent and move to the next ranked Respondent to commence negotiations. Negotiations may continue in this process until the City is able to enter into a contract with a Respondent that best meets the needs of the City.

While the City anticipates awarding one contract, the City reserves the right to award to more than one Respondent if it is considered to be in the best interests of the City.

The awarded contract(s) which will cross fiscal-years are subject to the City's annual budget and appropriation process. If an awarded contract(s) is not funded in whole or in part in a fiscal year, the City will have the right to terminate the contract without cause. The City need not include a lack of appropriations provision in the resulting contract to avail itself of such right.

#### **10. LEGAL REQUIREMENTS**

This ITN is being issued consistent with the requirements of section 287.05712, Florida Statutes, regarding public-private partnerships. While replies received in response to this ITN may not necessarily be a "qualifying project" as defined under said statute, it is anticipated that one or more replies may offer the building, upgrading, operating, and/or financing of facilities. Prior to awarding or executing a contract for a "qualifying project", the City Commission will need to make the determinations required by section 287.05712, Florida Statutes, in order to enter a comprehensive agreement with the selected Respondent.

All Respondents are advised that under the existing City Charter, the City may not sell, hypothecate, convey or lease (except a lease of less than 30 years) the City Municipal Beach Complex including the Casino Building and Pool Facility without an approved voter referendum. All Respondents are encouraged to review this Charter provision and all Charter and Code provisions regarding the City's beach complex.

For components of any proposed venture which will involve construction, the City will require a payment and performance bond consistent with section 255.05, Florida Statutes.

**The City's 2013 renovation of the Municipal Beach Complex was due in part to a grant from Palm Beach County. To ensure grant requirements are not negatively impacted by any proposed venture, the City reserves the right to coordinate with Palm Beach County prior to the award of any resulting contract on the proposed venture and consistent with section 287.05712, Florida Statutes.**

#### **11. INSURANCE REQUIREMENTS**

Prior to execution of the resulting contract derived from this ITN, the selected Respondent shall obtain and maintain in force at all times during the term of the resulting contract insurance coverage as required herein (or such additional insurance requirements as the City may determine depending on the proposed redevelopment project). All insurance policies shall be issued by companies authorized to do business under the laws of the State of Florida. The

Certificates shall clearly indicate that the selected Respondent has obtained insurance of the type, amount, and classification as required for strict compliance with this provision and that no material change or cancellation of the insurance shall be effective without thirty (30) days prior written notice to the City. Compliance with the foregoing requirements shall not relieve the selected Respondent of its liability and obligations under the resulting contract.

- A. General: The selected Respondent shall maintain, during the term of the contract, standard Professional Liability Insurance in the minimum amount of \$1,000,000.00 per occurrence **[if appropriate]**.
- B. Commercial: The selected Respondent shall maintain, during the life of the contract, commercial general liability, including public and contractual liability insurance in the amount of \$1,000,000.00 per occurrence (\$2,000,000.00 aggregate) to protect the Respondent from claims for damages for bodily and personal injury, including wrongful death, as well as from claims of property damages which may arise from any operations and completed operations under the resulting contract, whether such operations be by the Respondent or by anyone directly or indirectly employed by or contracting with the Respondent.
- C. Worker's Compensation: The selected Respondent shall carry Workers' Compensation Insurance and Employer's Liability Insurance for all employees as required by Florida Statutes.
- D. Automobile Liability: The selected Respondent shall maintain comprehensive automobile liability insurance in the minimum amount of \$1,000,000 combined single limit for bodily injury and property damages liability to protect from claims for damages for bodily and personal injury, including death, as well as from claims for property damage, which may arise from the ownership, use, or maintenance of owned and non-owned automobiles, including rented automobiles whether such operations be by the Respondent or by anyone directly or indirectly employed by the Respondent.

All insurance, other than Professional Liability and Workers' Compensation, to be maintained by the selected Respondent shall specifically include the CITY as an "Additional Insured" on a primary, non-contributing basis.

## 12. EVALUATION AND AWARD

The ITN process is comprised of at least (3) three steps prior to award:

### **Step 1: Initial Proposal Presentation and Evaluation.**

When the City receives the initial proposals, the Procurement Division shall determine whether each proposal meets the minimum requirements regarding timeliness, completeness, basic experience requirements and signed. All Respondents whose proposals satisfy the minimum requirements will then be requested to provide a presentation to the City Commission in a **public meeting**. After the presentations, the initial Proposals will be evaluated by the City Commission in a **public meeting** based on the following **evaluation criteria**:

EVALUATION CRITERIA	Points Awarded
<p><b>LEADERSHIP (Tab 1)</b></p> <ul style="list-style-type: none"> <li>• Letter of Transmittal</li> <li>• Leadership Response</li> <li>• Relevant experience, accomplishments, and capabilities</li> <li>• Clear understanding of ITN and available options</li> </ul>	0 – 5 points
<p><b>EXPERIENCE OF THE FIRM (Tab 2)</b></p> <ul style="list-style-type: none"> <li>• Qualification of Staff (up to 5 points)</li> <li>• Relevant experience, capabilities and proven success with similar projects and development, and private public partnerships and teaming (up to 5 points)</li> </ul>	0 - 10 points
<p><b>APPROACH (Tab 3)</b></p> <ul style="list-style-type: none"> <li>• Project Development Approach (up to 5 points)</li> <li>• Description of achievement of project options is clearly identified (up to 5 points)</li> <li>• Opportunities and challenges of project clearly defined and solutions provided (up to 5 points)</li> <li>• All City's development regulations have been met (up to 5 points)</li> </ul>	0 - 20 points
<p><b>DEVELOPMENT PLAN (Tab 4)</b></p> <ul style="list-style-type: none"> <li>• Development Strategy and Conceptual Plans for the Project option(s) selected (up to 15 points)</li> <li>• Conceptual development of desired facilities, public access and proposed programs ( up to 10 points)</li> <li>• Plan of addressing required items on proposed options (up to 10 points)</li> <li>• Lease proposal (up to 5 points)</li> <li>• Development budget and schedule (up to 10 points)</li> <li>• Public/private responsibility matrix (up to 5 points)</li> <li>• Green initiatives in proposal (up to 5 points)</li> </ul>	0 – 55 points
<p><b>VETERAN BUSINESS ENTERPRISE, SMALL BUSINESS AND LOCAL BUSINESS PREFERENCE (Tab 5)</b></p> <ul style="list-style-type: none"> <li>• Respondent has provided supporting documentation claiming veteran business enterprise, small business or local business preference</li> </ul>	0 – 5 points
<p><b>DEFAULT, TERMINATION, LITIGATION, DEBARMENT, ETC &amp; ADDITIONAL INFORMATION</b></p>	

<ul style="list-style-type: none"> <li>• Instances of a default under a similar project or contract; instances of litigation related to a similar project or contract; instances of on any debarment by a local, state or federal governmental entity (up to 3 points)</li> <li>• Unique resources, capabilities or assets which the respondent would bring to the Project (up to 2 points)</li> </ul>	<p>0 – 5 points</p>
--	---------------------

Scoring is based on a 100-point scale. The following guidelines will be used for the evaluations (with associated weighting). **To be considered “Qualified”, a Respondent must receive a minimum aggregate average of 70 points.**

The City Commission may approve all proposals received to proceed to negotiations, may reject some or all proposals, or may create a short-list of proposals to proceed to negotiations. If two or more proposals offer the same or similar proposed venture, the City Commission shall endeavor to (but is not required to) to rank those proposals and proceed to negotiations with the highest ranked Respondent of the same or similar proposed venture.

Once the City Commission determines whether any proposals are proceeding to negotiations, the City’s negotiation team shall meet privately in accordance with section 286.0113, Florida Statutes, to discuss negotiation strategies for each Respondent moving forward in the process. The City’s negotiation team will be comprised of City staff and possibly one (1) elected official or their designee.

**Step 2: Negotiations.**

In accordance with section 286.0113, Florida Statutes, the City’s negotiation team shall meet privately with each Respondent (as determined above) to ask questions regarding the proposed venture, answer Respondent’s questions, and provide suggestions on preparing a final proposal. The goal of each negotiation session with a Respondent shall be to clarify the proposed venture and establish a term sheet and/or basic terms and conditions for a resulting contract.

**Step 3: Final Proposals.**

After negotiations with the Respondent(s), the City may request that each Respondent submit a final proposal by a date and time certain consisting of a term sheet and/or the terms and conditions for a resulting contract with the City for the proposed venture. The City may also ask for another presentation at a public meeting from the Respondent based on their final proposal. Failure to submit a final proposal (or provide a requested presentation) by the date and time set will result in the disqualification of a Respondent from further consideration.

Final proposals shall be in the same format as the initial proposals and shall include the Respondent’s final Statement and Evidence of Financial Capability as follows:

- A statement and evidence of financial capability, including the ability to fund all project development costs.
- A "Letter of Intent" from a lender as to its interest in financing the development. The City considers a reputable lender as an intuition which has, in the opinion of the City, the financial capability and experience to commit, loan and monitor the funding of loans necessary to complete the project.

- The Respondent's financial statement, with notes, and not older than one (1) year, and should indicate the resources and the necessary working capital to assure financial stability through the completion of the project.
- Financial capability shall also include an examination of the business plan and operating pro-forma for the project as revised.
- Respondent is required to provide a complete and detailed business plan and operating pro-forma that supports the development.

The City's negotiation team may engage in further private negotiation strategy meetings and private negotiations with the Respondent(s) based on their final proposal(s) to finalize contractual terms and conditions for the City Commission's evaluation. **In a public meeting**, the City Commission shall evaluate the final proposals and award a resulting contract to the Respondent or Respondents whose final proposal is in the best interests of the City based on the same **Evaluation Criteria set forth above.**

In the event of a tie in scoring, for the purpose of determining the best value in the award of an ITN where more than one respondent identifies a preference, the veteran business enterprise preference shall take precedence over the local business preference, and the local business preference shall take precedence over the small business preference.

While the City allows Respondents to specify any desired variances to the ITN terms, conditions, and specifications, the number and extent of variances specified will be considered in determining the Respondent who is most advantageous to the City.

### **13. PROPOSAL FORMAT**

Each Respondent shall submit **one (1) original, six (6) copies, and one (1) electronic copy on USB drive of their proposal**, in a clear, concise format, on 8 1/2" x 11" paper, in English.

Each proposal (and all copies) shall contain all the information required herein to be considered for award. Omission of required data may be cause for disqualification. Any other information thought to be relevant, but not applicable to the enumerated sections, should be provided as an appendix to the proposal. If publications are supplied by a Respondent to respond to a requirement, the response should include reference to the document number and page number. Proposals not providing this reference will be considered to have no reference materials included in the additional documents.

Proposals must be properly signed in ink by the owner/principal having the authority to bind the Respondent in a resulting contract. **Signatures are required where indicated; failure to do so may be cause for rejection of proposal.**

Only one proposal may be submitted by each Respondent.

Proposals which do not contain or address key points or sufficiently document the requested information may be deemed non-responsive and rejected.

All proposals shall be submitted in the format identified below. Failure to submit the required documentation in the format identified may cause the proposal to be rejected.

#### **COVER PAGE**

Clearly indicate Respondent's name address, telephone number, name of contact person, date, and proposal name.

## TABLE OF CONTENTS

### **Tab 1 – Leadership (Maximum 5 Points)**

#### Letter of Transmittal and Leadership Response (not to exceed two pages)

This letter will summarize in a brief and concise manner the following:

- Entity name, address, telephone, website, email, and fax number (also on **Exhibit “C”**)
- Ownership/organization structure
- Parent company, if applicable
- Names of officers and principals
- The legal status and years of continuous operation
- In-house capabilities and services
- General summary of Respondent’s business operation; how long in business; general approach to tasks and projects; and, why the Respondent should be selected, including a summary of relevant experience, accomplishments, and capabilities.
- Respondent's understanding of the options and proposed project option(s).
- The letter must name all persons or entities interested in the proposal as principals. Identify all of the persons authorized to make representations for the Respondent, including the titles, addresses, and telephone numbers of such persons.
- An authorized agent of the Respondent must sign the Letter of Transmittal and must indicate the agent's title or authority.
- The individual or firm identified on the Letter of Transmittal will be considered the primary firm. The firm will need to name the representative authorized to negotiate with the City.
- If more than one firm is named on the Letter of Transmittal, a legal document showing the partnership, joint venture, corporation, etc. shall be submitted showing the legality of such. Submittal for Joint Venture to include executed Joint Venture agreement and if state law requires that the Joint Venture be registered, filed, funded, or licensed prior to submission of the proposal, then same shall be completed prior to submittal. Respondents shall make their own independent evaluation of the requirements of the state law.

### **Tab 2 – Experience of the Firm (Maximum 10 Points)**

#### Qualification of Staff (limited to two pages plus resumes)

Respondents shall provide a two-page summary regarding their ability to implement the proposed project option at the Municipal Beach Complex as proposed in a specific timeframe, including information regarding dedicated staff, and current workload should be provided.

Resumes of key personnel should also be included. Resumes should not exceed one-page per person. Resumes should include a description of:

- Training, education and degrees.
- Related experience and for whom.
- Professional certifications, licenses and affiliations.

#### Project Experience

Respondents shall provide a minimum of three (3) similar projects on the form provided (**Exhibit “D”**) and include whether the project was completed on time and within budget. The project description should include the size, location, start and completion date (or projected

start/completion date), construction cost, role played, and financial interest. Provide relevant photos.

Respondents shall provide a minimum of three (3) references on the forms provided (**Exhibit “E”**) demonstrating their experience and/or skill with similar projects. Prior experience and skill with other Florida local governments is desirable. Respondents are responsible for verifying correct phone numbers and contact information provided. Failure to provide accurate information may result in the reference not being obtained or considered.

Teaming (if applicable)

- Summarize the name and titles of the internal development team that will be assigned to this project, along with a brief biography.
- Summarize the key consultants that will support the development team, and a very brief listing of their relevant experience.

**Tab 3 – Approach (Maximum 20 Points)**

Respondent Approach

Provide written summary of your understanding and overall approach of the proposed option(s) for the Municipal Beach Complex and discuss how the project option(s) will be achieved along with the challenges faced by the development approach. (Maximum 2 pages)

Respondents shall describe in detail the proposed option(s) including without limitation location; necessary facilities; necessary personnel; necessary renovations; necessary expansion; necessary financial investment; use of any City resources and/or necessary partnering; and, the proposed method to secure the necessary property interests.

**Tab 4 – Development Plan (Maximum 55 Points)**

The Respondent must submit a Conceptual Development Plan based on the following submission requirements:

Development Strategy

- Key assumptions
- Key disclaimers
- Explain market, economic, and technical rationale
- Explain benefits to the residents and community
- Explain details of how the proposed venture will meet the City’s vision and identity and be welcoming to all residents and visitors.

Conceptual Site Plan and Building Designs

- Note scale of drawings
- Identify major uses and green initiatives
- Identify parking
- Identify public roadways
- Identify service areas
- Identify major walkways and access to the facilities
- Conceptual building elevations (if applicable)

## Conceptual Development and Plan of Desired Facilities, Access and Programs

Respondents will submit a Conceptual Development summarizing the proposed development for each option they have chosen to include at minimum:

### Option 1:

- Provide detailed description of the proposed venture and how the venture will benefit the City, its residents and visitors.
- Identify utilization of the event space, access to the public, and City and community utilization.
- Identify programs that can be offered, type of restaurant/bar/lounge options, and income options for the City.
- Provide details and innovative options for undeveloped areas of the complex (if applicable).

### Option 2 and Combination of Option 1 & 2:

- Provide details of pool redevelopment plans, potential changes, and improvements to the pool and the pool adjacent areas.
- Provide details on family friendly development options and programs.
- Provide details regarding affordable access to the residents and visitors to all areas and if City will need to subsidize the same.
- Identify plans for adjacent affordable food options.
- Identify landscape improvements with proposed development.
- Provide details on public accessibility to the pool area and ADA compliance.
- Identify major uses or proposed programs for children and adults.
- Identify easily accessible external kiddie splash area in close proximity to the pool.
- Identify solutions for additional storage, maintenance, and lifeguard facilities.
- Identify any additional ideas and developments for the pool and pool adjacent area
- Provide conceptual building elevations.
- Provide details and innovative options for undeveloped areas of the complex.

### All Options Required Items:

- Provide details on ADA compliance of proposed option.

## Conceptual Development Budget and Schedule

Respondents will submit a Conceptual Development Budget summarizing estimates for the following categories of costs: site development, construction, professional fees, tenant-related, financing, green initiatives, lease, City investment (if any), and estimated overhead costs. Respondents will also submit a Conceptual Development Schedule summarizing the critical path of major activities required to plan, fund, construct/renovate, lease, and open the project.

## Public Financing Statement of Interest

If required, Respondents will submit a statement of their interest in requesting financing assistance and incentives to close financial gaps that jeopardize the projects economic viability. Said statement of interest will include a "but for" rationale and justification.

## Green Initiatives

Respondents will submit information on how the Respondent's redevelopment will provide "Green Initiatives". "Green initiatives" as utilized in this section include any initiative directly or indirect used by the Respondent in its selected redevelopment option(s) which will reduce energy consumption and/or greenhouse gas emissions, utilize renewable energy sources, increase recycling opportunities and minimize waste, avoid the use of highly toxic chemicals, and such other initiatives in the Respondent's determination that provide an environmentally-conscious benefit to the City. Examples may include energy efficient charging stations and drinking water filtration system readily accessible to the public.

Public/Private Responsibility Matrix

Respondents will include a responsibility matrix summarizing the most critical responsibilities of stakeholders that will be required in order to structure a development plan or workable public/private partnership.

Program Element	Developer	City	Other
Land			
Financing			
Design			
Construction			
Leasing			
Operations			
Parking			
Marketing			
Approvals			

**Tab 5 – Veteran Business Enterprise, Small Business and Local Business Preference**

Section 2-117 of the City’s Procurement Code shall govern the application of a veteran business enterprise, small business, and/or local business preference for this ITN. **Documentation to support a Respondent as a Veteran Owned Business, Small Business and/or Local Business must be submitted with the initial proposal in response to this ITN.** Documentation submitted after the proposal deadline will be rejected. For all preferences set forth in this ITN, only one preference may be identified in a response to this ITN.

**Tab 6 – Additional Information (Maximum 5 Points)**

DEFAULT, TERMINATION, LITIGATION, DEBARMENT, ETC.

Respondent will provide a summary of any default, termination, litigation, debarment against or which named the Respondent in the past five (5) years which is related to the same or similar proposals sought in this ITN or that Respondent otherwise provides in the regular course of business. The summary shall state the nature of the default, termination, litigation, debarment and a brief description of the outcome or projected outcome, and the monetary amount involved. *If none, state as such and provide written statement in the document.*

ADDITIONAL CONSIDERATIONS

Additional Considerations: Identify any additional or unique resources, capabilities, or assets which the Respondent would bring to the proposed venture or project.

ALL COMPLETED FORMS

Include all completed forms listed as attachment.

#### **PROOF OF LICENSES**

Respondent will provide proof of required licenses for the proposed option(s), which shall include:

- Proof of all applicable licenses for goods and/or services to be rendered (including registration with State of Florida Division of Corporations if applicable);
- Statement or proof of required insurance;
- Proof of Respondent's Business Tax Receipt (as applicable); and,
- Other Proof of Specific Qualifications.

#### **14. RESPONDENT'S REPRESENTATIONS**

By submitting a proposal, the Respondent warrants, represents, and declares that:

- A. Person(s) designated as principal(s) of the Respondent is named and that no other person(s) other than the person(s) mentioned has (have) any interest in the proposal or in the resulting contract.
- B. The proposal is made without connection, coordination or cooperation with any other persons, company, firm or party submitting another proposal, and that the proposal submitted is, in all respects, fair and in good faith without collusion or fraud.
- C. The Respondent understands and agrees to all elements of the proposal unless otherwise indicated or negotiated, and that the proposal may become part of any contract entered into between the City and the Respondent.
- D. By signing and submitting a proposal, Respondent certifies that Respondent and any parent corporations, affiliates, subsidiaries, members, shareholders, partners, officers, directors or executives thereof are not presently debarred, proposed for debarment or declared ineligible to bid or participate in any federal, state or local government agency projects.
- E. Pursuant to 287.133, Florida Statutes, a person or affiliate who has been placed on the convicted firm list maintained by the State of Florida may not submit a proposal to the City of Lake Worth Beach for 36 months following the date of being placed on the convicted firm list. Respondent certifies that submittal of its proposal does not violate this statute.
- F. Respondent recognizes and agrees that the City will not be responsible or liable in any way for any losses that the Respondent may suffer from the disclosure or submittal of proposal information to third parties.
- G. Respondent has carefully and to his/her full satisfaction examined the ITN, the attached Scope of Services and all required forms, and Respondent has received and read all addenda issued and has included their provisions in their proposal.

#### **15. PROTESTS**

Any actual Respondent who is aggrieved in connection with this ITN may protest such procurement. The protest must be filed with the City in accordance with the City's procurement code. A complete copy of the City's procurement code is available on-line at [municode.com](http://municode.com) under the City's code of ordinances (sections 2-111 – 2-117). The protest procedures are set forth at section 2-115. There are strict deadlines for filing a protest. Failure to abide by the deadlines will result in a waiver of the protest.

## **16. EXHIBITS**

This ITN consists of the following exhibits (which are incorporated herein by reference):

- |                |   |
|----------------|---|
| A. Exhibit "A" | Detailed Description of Options                               |
| B. Exhibit "B" | City's Campaign Contribution Statement (submit with proposal) |
| C. Exhibit "C" | Respondent Information Form (must be submitted)               |
| D. Exhibit "D" | Similar Projects/Relevant Experience (submit with proposal)   |
| E. Exhibit "E" | References (submit with proposal)                             |
| F. Exhibit "F" | Drug Free Workplace Form (submit with proposal)               |
| G. Exhibit "G" | Scrutinized Companies Certification (submit with proposal)    |
| H. Exhibit "H" | Additional Documentation and Historic Conceptual Plans        |

## **17. COMPLIANCE**

All proposals received in accordance with this ITN shall be subject to applicable Florida Statutes governing public records including without limitation Chapter 119, Florida Statutes. If any Respondent believes its proposal contains exempt or confidential information, the Respondent must identify the same at the time of submission of its proposal. Failure to do so may result in the waiver of such exemption or confidentiality.

## **18. PUBLIC ENTITY CRIMES**

Pursuant to section 287.133, Florida Statutes, a person or affiliate who has been placed on the convicted vendor list maintained by the State of Florida may not submit a bid to the City as agent for the ECR Board for 36 months following the date of being placed on the convicted vendor list.

## **19. SCRUTINIZED COMPANIES**

Each Respondent will be required to certify (**Exhibit "G"**) that it and its intended subcontractors are not on the Scrutinized Companies that Boycott Israel List and are not engaged in the boycott of Israel. Pursuant to section 287.135, Florida Statutes, the City may immediately terminate any resulting contract at its sole option if the selected Respondent or any of its subcontractors are found to have submitted a false certification; or if the selected Respondent or any of its subcontractors, are placed on the Scrutinized Companies that Boycott Israel List or is engaged in the boycott of Israel during the term of the resulting contract.

## **20. E-VERIFY**

The selected Respondent will be required to adhere to Section 448.095(2), Florida Statutes, regarding the E-Verify requirements for its employees and its subcontractors' employees. If the City terminates the resulting contract under Section 448.095(2)(c), Florida Statutes, the selected respondent may not be awarded a contract for at least 1 year after the date on which the resulting contract is terminated and will be liable for any additional costs incurred by the City as a result of the termination of the resulting contract.

**END OF GENERAL INFORMATION**

## EXHIBIT "A"

### Detailed Description of Options

#### Project Description:

The City of Lake Worth Beach ("City") is seeking competitive, sealed proposals from responsible respondents to commence negotiations regarding offers to manage, maintain, operate, redesign, renovate, expand, equip, and/or implement creative ventures at the Lake Worth Beach Municipal Beach Complex. The City is seeking such proposals for any or all of the following available options:

**Option #1:** Project proposal for the Casino Building's event space on the 2nd floor. This includes approximately 5,000 SF unfinished space and/or approximately 3,000 SF finished event space and kitchen. This may include restaurant/lounge/bar and/or other commercial-type ventures.

**Option #2:** Modernization/redevelopment of the pool facility area that would accommodate visitors and residents. Day options shall include public pool access for various types of activities and programs for children and adults. Afternoon and evening hours may be used for restaurant, tiki bar, cabana rentals, beverage service, and/or other commercial-type ventures. The Pool Facility including its supporting facilities covers approximately 34,000 sq. ft. Any proposed redevelopment option should provide external kiddie splash area for public access, improved storage, maintenance and lifeguard facilities, and any additional facilities to be constructed. Pool, facilities, and adjacent areas shall be redeveloped to be brought up to current codes and be fully ADA accessible.

**Option #3:** Combination of Option #1 and Option #2 above that includes plans for the 2nd floor event space of the Casino Building as well as plans for the adjacent pool facility area, and may include additional facilities to be renovated, redeveloped and/or constructed.

#### Location and Opportunity

The City is a coastal municipality of 7 square miles, located in Palm Beach County, Florida. The City's northern boundary is adjacent to the City of West Palm Beach's southern boundary and about 64 miles north of Miami. Downtown Lake Worth Beach is the artistic soul of Palm Beach County with a historic theater and a museum, live music clubs, coffee houses, art galleries, antique malls, retail stores, and many restaurants. The City's Municipal Beach Complex is located east of the Downtown area, adjacent to the Atlantic Ocean.

#### Property Description

The Municipal Beach Complex is a 19 ½ acres parcel owned by the City and generally located at 10 S. Ocean Blvd., Lake Worth Beach, Florida (Parcel Control Numbers: 38434426000010010 and 38434426000010070). The Complex includes the Casino Building, Pool Facility, waterfront park, parking area, picnic area, restrooms, municipal pier, and additional adjacent areas. The Casino Building includes a first floor area currently leased to commercial tenants and a second floor area of approximately 5,000 SF of unfinished space, approximately 3,000 SF of finished event space and a kitchen. The Pool Facility encompasses 32,500 SF (including the pool building). The City built and opened the Pool Facility to the community in the early 1970's, which the City continued to operate until its most recent closure in 2016. The Municipal Beach Complex has 713 paid public parking spaces available that are operated and enforced by the City, including 50 spaces reserved for Lake Work Beach residents with a valid parking decal. The remaining spaces are digitally metered and have a maximum allowance of 8 hours.

## **2013 Renovated Municipal Beach Complex**

In 2013, the City renovated the Municipal Beach Complex, which officially re-opened to the public on March 1, 2013. The renovated Complex quickly became the new beach destination in South Florida. The renovated Casino Building is true to its original 1920's architecture; and, while there is no gambling at the renovated Casino Building, the name "Casino" remains as a reminder of the history and importance of the building to the citizens of Lake Worth Beach.

The renovated Municipal Beach Complex features an oceanfront park, restrooms, and picnic facilities, which complement the William O. Lockhart Municipal Pier. Beach chairs, lounges and cabanas are available to rent at the beach.

The first floor of the Casino Building is currently leased out by various commercial tenants. The first floor includes multiple restaurants, an ice cream shop, and a t-shirt store.

A unique distinction on the second floor of the Casino Building is a 3,000 SF event space/ballroom that offers breathtaking views of the Atlantic Ocean with wrap-around terraces and provides a perfect location for weddings, special occasions, and other events. The ballroom has won Wedding Wire's Couples Choice Award four years in a row in 2017, 2018, 2019 and 2020 and was also featured in Married in Palm Beach in 2017, 2018 and 2019. Adjacent to the ballroom on the second floor is 5,000 SF of unfinished space and a nearby kitchen.

The Pool Facility was not included in the 2013 Municipal Beach Complex renovation project.

Below is an aerial photograph of the Municipal Beach Complex post-renovation.



### **Lake Worth Beach - Beach and Casino Land Development Regulations**

All development at the Municipal Beach Complex must comply with the City's land use and zoning categories. The land use and zoning categories for the Municipal Beach Complex, including development regulations and allowable uses, are detailed below. This information may also be found in the City of Lake Worth Beach's Code of Ordinances.

The Municipal Beach Complex encompasses approximately 19 ½ acres and includes a 20,861 SF reconstructed Casino Ballroom building as well as 7,284 SF of various other structures. The site floor area ratio (FAR) is 0.033 based on the gross leasable area limit on the site of 64,715 SF. There is approximately 40,000 to 45,000 of allowed new construction that can be leased. For the overall site at the current FAR, the total allowable area allowed on the site is 127,413 SF. Consequently, there is roughly 100,000 SF of allowable building on the site of which up to 64,715 SF is leasable.

Maximum height per the City's Comprehensive Plan is 45' and two stories. By utilizing a planned development scenario of the site, the overall height can be raised to 65'-0' and three stories (the Transfer Development Rights (TDR) option would have to be triggered to gain the additional story).

### Future Land Use Element

**Policy 1.1.13: Beach and Casino** - The Beach and Casino land use category designates the area of public beach and casino building area. The term "Casino" is used in name only and reflects the historic name of the buildings and site. Designation of this area signifies the expectation that the public beach will be used for public recreation and use and specified accessory uses, and the casino area will be used for a combination of permitted private commercial and public uses. The gross leasable area of all buildings shall not exceed 64,715 SF. The implementing zoning district is BAC.

**Policy 1.2.15: Locational Criteria for the Beach and Casino Designation** - The Beach and Casino land use designation is mapped on sites where such uses already exist. The mapping of these uses on these sites indicates that public beach will be used for public recreation use and specified accessory uses and casino area for a combination of permitted private commercial and public uses. Per Table I the Beach and Casino (BAC) Future Land Use Designation allows for a maximum height of 45' and a FAR of 0.15

### Land Development Regulations

#### **Sec. 23.3-22 BAC—Beach and Casino**

a) Intent - The beach and casino district (BAC) is a zoning category for the Lake Worth public beach and casino area. It is intended for public use of the beach area and other beach related uses and private commercial and public uses in the casino area.

b) Principal uses permitted by right or by administrative or conditional use permit- Refer to the permitted use table at section 23.3-6 for complete list of uses.

1. In the beach area (east of the east edge of the existing seawall). Public beach and pier and accessory uses such as umbrella, beach chair, beach and water related rentals and cafes on the pier only, and special events permitted pursuant to section 21-18.

2. In the casino area (west of the east edge of the existing seawall):

A. Pool, pool building and accessory uses.

B. Picnic facilities, play-grounds, recreational uses and restrooms.

C. Parking and parking structure.

D. Ballroom, banquet and meeting rooms.

E. Retail establishments. The sum of all retail establishments may not exceed seven thousand two hundred (7,200) SF.

F. Restaurants (no drive thru), sandwich shops and snack bars, outdoor cafes and push carts.

G. Special events as permitted pursuant to section 21-18.

H. Environmental/nature centers, art shows, exhibits and other events not requiring a special event permit pursuant to section 21-18.

c) Development regulations

1. Building height:

A. Total building/structure height shall not exceed sixty (60) feet.

- B. Two (2) habitable stories totaling not more than fifty (50) feet in height.
- C. Architectural features not to exceed an additional ten (10) feet in height.
- D. Building height shall be measured as defined in general definitions.
- E. Parking structures shall not exceed three (3) levels or thirty-two (32) feet. The height of the highest parking surface shall not exceed the crown of the loop road closest to the seawall.

2. Setbacks:

- A. East: Seventy-five (75) feet from the east edge of the existing seawall excluding public seating, outdoor patio and dining areas (which shall be at least forty-five (45) feet from the east edge of the existing seawall), public shelters, signage and push carts.
- B. West: Seventy-five (75) feet from the property line.
- C. North: Two hundred (200) feet from the property line excluding public seating, public shelters, signage, and picnic pavilions, (which shall be at least thirty-five (35) feet from the property line and which shall be subject to conditional use approval by the planning and zoning board).
- D. South: Thirty-five (35) feet from the property line.

3. Building coverage: Fifteen (15) percent.

4. Maximum impermeable surface: Sixty-five (65) percent.

5. Floor area ratio. The maximum floor area ratio is 0.1.

d) Prohibited uses - All uses not specifically permitted.

**Project Criteria:**

Each Proposal shall include the following criteria:

- The City desires a proposed venture (including a public private partnership proposal) based on a long-term lease agreement (less than 30 years) with the selected entity or entities (developer).
- The developer must submit a proposal for at least one of the options identified below.
- If the developer proposes construction of additional building capacity, useable space, and/or redevelopment of the pool facility area, the proposal must adhere to the City's land use and zoning categories for the Municipal Beach Complex, including development regulations and allowable uses, as detailed in the ITN. Only allowable uses are permitted.
- The developer must guarantee open beach access to the public at all hours of operation.
- The developer must determine and create a plan for any additional parking needs if proposing additional building capacity or useable space at the Municipal Beach Complex.
- The City will deliver the premises in an "as in" condition for leasing. The developer is responsible for any improvements to the site.

Each Proposal shall identify which of the following options (set forth above) that it intends to pursue as the City is inviting proposals for any, or a combination of, the following available options.

All options shall consider development of appropriate parking to accommodate offered facilities, and may include options for on-site restaurants, site adjacent affordable food options for easy public access, and landscape improvements throughout the site. Newly developed facilities shall

be energy efficient and ideally comply with the City's desire for green initiatives including energy efficient charging stations and drinking water filtration system readily accessible to the public.

The City desires proposals which creatively propose additional options for the Municipal Beach Complex, including but not limited to, management options and options for using/developing the surrounding areas (e.g., adjacent grass and landscaped areas, driveways, and undeveloped areas of the Municipal Beach Complex).

**The City will not consider proposals for a hotel and/or water park or theme park development option.**

*End of Detailed Description of Options*

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**EXHIBIT "B"**

**ITN # 22-400  
Casino Building and Pool Redevelopment Project**

**CITY CAMPAIGN CONTRIBUTION STATEMENT**

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

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

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

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

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

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

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

**Signature:**

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

By: \_\_\_\_\_

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

Print Title: \_\_\_\_\_

Print Name of Business: \_\_\_\_\_

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

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

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

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

**Signature:**

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

By: \_\_\_\_\_

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

**For City Clerk's Use Only.**

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

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

Check all that apply.

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

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

**EXHIBIT "C"**

**ITN # 22-400  
Casino Building and Pool Redevelopment Project**

**RESPONDENT INFORMATION PAGE**

Company Name: \_\_\_\_\_

Authorized  
Signature:

\_\_\_\_\_  
Signature

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

Title:

\_\_\_\_\_

Physical  
Address:

\_\_\_\_\_  
Street

\_\_\_\_\_  
City

\_\_\_\_\_  
State

\_\_\_\_\_  
Zip Code

Telephone:

\_\_\_\_\_

Fax:

\_\_\_\_\_

Email Address:

\_\_\_\_\_

Website (if applicable):

\_\_\_\_\_

Federal Identification Number:

\_\_\_\_\_

This is a requirement of every Respondent

**EXHIBIT "D"**

**ITN # 22-400  
Casino Building and Pool Redevelopment Project**

**SIMILAR PROJECTS & RELEVANT EXPERIENCE**

Please describe below at least three (3) prior or on-going ventures of the Respondent which are similar to the proposed venture for the City of Lake Worth Beach. Please provide as much additional information as possible (as attachments to this form) in order for the City to understand the venture and the Respondent relevant experience. The City may further investigate all information provided.

**#1 SIMILAR VENTURE**

Name of Venture or Project: \_\_\_\_\_

General Description of Venture or Project: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_.

Description of status: \_\_\_\_\_  
\_\_\_\_\_.

Reference Contact Person Name: \_\_\_\_\_ Title: \_\_\_\_\_

Address: \_\_\_\_\_

Phone No.: (\_\_\_\_) \_\_\_\_\_ Fax: (\_\_\_\_) \_\_\_\_\_

Project value: \_\_\_\_\_ Start date: \_\_\_\_\_ Completion date: \_\_\_\_\_  
(month/year) (month/year)

**#2 SIMILAR VENTURE**

Name of Venture or Project: \_\_\_\_\_

General Description of Venture or Project: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_.

Description of status: \_\_\_\_\_  
\_\_\_\_\_.

Reference Contact Person Name: \_\_\_\_\_ Title: \_\_\_\_\_

Address: \_\_\_\_\_

Phone No.: (\_\_\_\_) \_\_\_\_\_ Fax: (\_\_\_\_) \_\_\_\_\_

Project value: \_\_\_\_\_ Start date: \_\_\_\_\_ Completion date: \_\_\_\_\_  
(month/year) (month/year)

**#3 SIMILAR VENTURE**

Name of Venture or Project: \_\_\_\_\_

General Description of Venture or Project: \_\_\_\_\_

\_\_\_\_\_

Description of status: \_\_\_\_\_

\_\_\_\_\_

Reference Contact Person Name: \_\_\_\_\_ Title: \_\_\_\_\_

Address: \_\_\_\_\_

Phone No.: (\_\_\_\_) \_\_\_\_\_ Fax: (\_\_\_\_) \_\_\_\_\_

Project value: \_\_\_\_\_ Start date: \_\_\_\_\_ Completion date: \_\_\_\_\_  
(month/year) (month/year)

**#4 SIMILAR VENTURE**

Name of Venture or Project: \_\_\_\_\_

General Description of Venture or Project: \_\_\_\_\_

\_\_\_\_\_

Description of status: \_\_\_\_\_

\_\_\_\_\_

Reference Contact Person Name: \_\_\_\_\_ Title: \_\_\_\_\_

Address: \_\_\_\_\_

Phone No.: (\_\_\_\_) \_\_\_\_\_

Fax: (\_\_\_\_) \_\_\_\_\_

Project value: \_\_\_\_\_

Start date: \_\_\_\_\_  
(month/year)

Completion date: \_\_\_\_\_  
(month/year)

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**EXHIBIT "E"**

**ITN # 22-400  
Casino Building and Pool Redevelopment Project**

**REFERENCES**

List below, or on an attached sheet, list references per ITN requirements. Provide the name, addresses and telephone numbers of organizations, governmental or private, for whom you now are, or have **within the past five (5) years** provided services. This form may be copied.

**REFERENCE #1**

Name of Client:

\_\_\_\_\_

Address:

\_\_\_\_\_

Phone: (\_\_\_\_\_) \_\_\_\_\_ Fax: (\_\_\_\_\_) \_\_\_\_\_

Contact Person: \_\_\_\_\_ Title: \_\_\_\_\_

Description of services: \_\_\_\_\_

\_\_\_\_\_

**REFERENCE #2**

Name of Client:

\_\_\_\_\_

Address:

\_\_\_\_\_

Phone: (\_\_\_\_\_) \_\_\_\_\_ Fax: (\_\_\_\_\_) \_\_\_\_\_

Contact Person: \_\_\_\_\_ Title: \_\_\_\_\_

Description of services: \_\_\_\_\_

\_\_\_\_\_

**REFERENCE #3**

Name of Client:

\_\_\_\_\_

Address:

\_\_\_\_\_

Phone: (\_\_\_\_\_) \_\_\_\_\_ Fax: (\_\_\_\_\_) \_\_\_\_\_

Contact Person: \_\_\_\_\_ Title: \_\_\_\_\_

Description of services: \_\_\_\_\_

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**EXHIBIT "F"**

**ITN # 22-400**

**Casino Building and Pool Redevelopment Project**

**CONFIRMATION OF DRUG-FREE WORKPLACE**

In accordance with Section 287.087, Florida Statutes, whenever two or more proposals are equal with respect to price, quality, and service which are received by any political subdivision for the procurement of commodities or contractual services, a proposal received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. In order to have a drug-free workplace program, a business shall:

(1) Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.

(2) Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.

(3) Give each employee engaged in providing the commodities or contractual services that are under proposal a copy of the statement specified in subsection (1).

(4) In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under proposal, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than 5 days after such conviction.

(5) Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community by, any employee who is so convicted.

(6) Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

As the person authorized to sign this statement on behalf of \_\_\_\_\_, I certify that \_\_\_\_\_ complies fully with the above requirements.

\_\_\_\_\_  
Authorized Representative's Signature

\_\_\_\_\_  
Date

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

\_\_\_\_\_  
Position

**EXHIBIT "G"**  
**ITN # 22-400**

**Casino Building and Pool Redevelopment Project**

**SCRUTINIZED COMPANIES CERTIFICATION FORM**

By execution below, I, \_\_\_\_\_, on behalf of \_\_\_\_\_  
(hereinafter, the "Contractor"), hereby swear or affirm to the following certifications:

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

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

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

RESPONDENT/CONTRACTOR:

By: \_\_\_\_\_  
Name: \_\_\_\_\_ [Corporate Seal]  
Title: \_\_\_\_\_

STATE OF \_\_\_\_\_ )  
COUNTY OF \_\_\_\_\_ )

THE FOREGOING instrument was acknowledged before me by means of • physical presence or • online notarization on this \_\_\_\_ day of \_\_\_\_\_ 2022, by \_\_\_\_\_, as the \_\_\_\_\_ [title] of \_\_\_\_\_, a \_\_\_\_\_ [corporate description], who is personally known to me or who has produced \_\_\_\_\_ as identification, and who did take an oath that he or she is duly authorized to execute the foregoing instrument and bind the CONTRACTOR to the same.

Notary Seal:

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

**EXHIBIT "H"**

**ITN # 22-400**

**Casino Building and Pool Redevelopment Project**

**Additional Documentation and Historic Conceptual Plans**

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Commissioner Malega WANT		Commissioner McVoy WANT		Mayor Resch WANT		Commissioner Stokes WANT		Commissioner Robinson WANT	
Purchasing Notetaking (incl in draft ITN)	like to have drinking filtration water system for public electric charging station for vehicle affordable food option energy efficiency parking improvements security proposal with the good business plan	May be open to P3 small scale food affordable option landscaping improvements		parking improvements accessibility to public splash park for kids, with external access, no charge to access it hot dogs stand/affordable food option resolution for the upper floor		pool kids activities family friendly facility ADA compliant and accessible pool affordable restaurant option for meals under \$15 for families second floor improvements		public access with no restrictions affordable improved parking/traffic flow valet for restaurants if possible second floor income commercial venture to include programs for kids and adults landscaping improvements storage, maintenance and life guard facilities he is looking for developer	
Additional Notetaking 12/9/2021	shade lockers swimming lessons kid splash night time hours parking pass and seasonal pass for residents sponsoring opportunity for naming rights accessible for all residents	adult and seniors access to swim children swim lessons want the pool open welcoming and accessible wants individuals to be the teachers, not company		P3 swimming lessons and water aerobics		everything on Robinson's list allow extra projects and programs/suggestions in submittal summer camps active experience (pool volleyball, rock climbing, obstacle courses) ensure P3 venture keeps LWB sponsored activities nice deck landscaping shade training opportunities for pool use by athletes		moderate pricing public to know there is a public park/facility	
DOESN'T WANT		DOESN'T WANT		DOESN'T WANT		DOESN'T WANT		DOESN'T WANT	
Purchasing Notetaking	Does not want to sell the property does not want the hotel no patching of the pool/property, proper facility repairs does not want walls around the pool, visible and accessible options	Doesn't want hotel or theme park Does not want commercial enterprise							
Addtl						no hotel		no hotel	