



AGENDA
CITY OF LAKE WORTH BEACH
REGULAR CITY COMMISSION MEETING (REVISED)
CITY HALL COMMISSION CHAMBER
TUESDAY, OCTOBER 01, 2024 - 6:00 PM

ROLL CALL:

INVOCATION OR MOMENT OF SILENCE: led by Vice Mayor Sarah Malega

PLEDGE OF ALLEGIANCE: led by Commissioner Christopher McVoy

AGENDA - Additions / Deletions / Reordering:

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

- A. Presentation of Challenge Coin to D/S Kevin Mellers from the Palm Beach Sheriff's Office brought forward by Commissioner May
- B. Presentation regarding the State of Education by Erica Whitfield, District 4 School Board Member
- C. [Proclamation declaring October 2024 as National Principals Month](#)
- D. Library Update by Cindy Ansell, Librarian
- E. [Proclamation declaring October 7 - 11, 2024 as Customer Service Week](#)
- F. [Proclamation declaring October 2024 as LGBT History Month](#)
- G. [Proclamation commemorating the 95th anniversary of Grant Chapel brought forward by Vice Mayor Malega](#)

PUBLIC PARTICIPATION OF NON-AGENDAED ITEMS AND CONSENT AGENDA:

APPROVAL OF MINUTES:

- A. [September 6, 2024 - pre-agenda workshop](#)
- B. [September 12, 2024 - 1st budget hearing](#)
- C. [September 16, 2024 - workshop](#)
- D. [September 17, 2024 - regular meeting](#)

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

- A. [Ninth Amendment to Professional Services Agreement with Ben Few & Company, Inc.](#)
- B. [Proclamation declaring October 2024 as Breast Cancer Awareness Month](#)
- C. [Proclamation declaring October 2024 as Domestic Violence Awareness Month](#)
- D. [Proclamation declaring October 7-13, 2024 as Florida Climate Week](#)
- E. [Settlement of personal injury lawsuit *Carlos Garcia Pina and Elizabeth Rodriguez v. City of Lake Worth Beach*](#)

F. [Amended and Restated Transmission Operator Alliance Agreement](#)

PUBLIC HEARINGS:

- A. [Ordinance No. 2024-11 - Second Reading – amending Chapter 23 “Land Development Regulations,” Article 4 “Development Standards,” Section 23.4-25 “Micro-units” to provide minor changes to the development standards for Micro-Units.](#)
- B. [Ordinance No. 2024-16 – Second Reading – amending Chapter 9 “Buildings and Structural Regulations,” Article I “In General,” Section 9-3 to remove redundant language](#)
- C. [Ordinance No. 2024-15 - First Reading – amending Chapter 23 “Land Development Regulations,” Article 7 “Floodplain Management” to adopt the new FEMA Floodplain maps and required language](#)

COMMISSION LIAISON REPORTS AND COMMENTS:

CITY MANAGER'S REPORT:

CITY ATTORNEY'S REPORT:

UPCOMING MEETINGS AND WORKSHOPS:

October 4 @ 9 am - pre-agenda workshop
October 7 - joint workshop with CRA at Casino Ballroom
October 15 - regular meeting

ADJOURNMENT:

The City Commission has adopted Rules of Decorum for Public Participation and public comment which are posted within the City Hall Chambers, online at: <https://hub.lakeworthbeachfl.gov/public-comment>, 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)

CITY OF LAKE WORTH BEACH

PROCLAMATION

WHEREAS, Every October, National Principals Month shines a spotlight on the transformative power of our school principals. These dedicated leaders play an essential role in shaping their communities, paving pathways to success for every student and staff member in their schools; and

WHEREAS, school principals play an important role in the education and growth of children in elementary, middle and high schools in the City of Lake Worth Beach; and

WHEREAS, school principals are responsible for promoting education and working with parents and teachers to ensure that each child receives services that meet their needs to excel in the classroom; and

WHEREAS, educational leaders face many challenges in educating our young people and it is through their perseverance and passion that they continue to produce quality, career-ready students; and

WHEREAS, we must continue to encourage, support, and recognize those who have a positive impact on students and the educational system in the City of Lake Worth Beach; and

WHEREAS, the City of Lake Worth Beach recognizes outstanding principals who have succeeded in providing high-quality learning opportunities for students, as well as their exemplary contributions to the profession.

NOW, THEREFORE, I, Betty Resch, Mayor of the City of Lake Worth Beach, Florida, by virtue of the authority vested in me and on behalf of the City Commission, do hereby proclaim:

OCTOBER 2024
as
NATIONAL PRINCIPALS MONTH

in honor of the service of all elementary, middle and high school principals and to further recognize the importance of school leadership so every child has access to a high-quality education, and to celebrate school leader accomplishments.

IN WITNESS WHEREOF, I have hereunto set my hand and caused the Seal of the City of Lake Worth Beach, Florida, to be affixed this 1st day of October, 2024.

Betty Resch, Mayor

ATTEST:

Melissa Ann Coyne, MMC, City Clerk

CITY OF LAKE WORTH BEACH

PROCLAMATION

WHEREAS, A thriving free enterprise system provides consumers with a wide range of goods and services from which to choose; and

WHEREAS, The most successful businesses are those that display a strong commitment to customer satisfaction; and

WHEREAS, Today foreign competition as well as consumer demands are requiring greater corporate efficiency and productivity; and

WHEREAS, If the United States is to remain a leader in the changing global economy, highest quality customer service must be a personal goal of every employee in business and industry; and

WHEREAS, A business built on customer service understands and anticipates the customer's needs and designs goods and services to meet those needs; and

WHEREAS, A business will do a better job of providing high quality goods and services by listening to its employees and by empowering them with opportunities to make a difference; and

WHEREAS, Customer service professionals work in the front lines where an organization meets its customers and where supply meets demand; and

WHEREAS, With responsive policies and procedures and with simple courtesy, customer service professionals can go a long way toward ensuring customer satisfaction.

NOW, THEREFORE, I, Betty Resch, Mayor of the City of Lake Worth Beach, Florida, by virtue of the authority vested in me and on behalf of the City Commission, do hereby proclaim:

OCTOBER 7 – 11, 2024

as

CUSTOMER SERVICE WEEK

and invite all citizens of the City of Lake Worth Beach, Florida to observe this week with appropriate programs and activities.

IN WITNESS WHEREOF, I have hereunto set my hand and caused the Seal of the City of Lake Worth Beach, Florida, to be affixed this 1st day of October, 2024.

Betty Resch, Mayor

ATTEST:

Melissa Ann Coyne, MMC, City Clerk

CITY OF LAKE WORTH BEACH

PROCLAMATION

WHEREAS, LGBT History Month is an annual month-long observance of lesbian, gay, bisexual and transgender history and the history of the gay rights and related civil rights movements; and

WHEREAS, LGBT history month first originated in the United States, founded in 1994 by Missouri high school history teacher Rodney Wilson, who chose October as the month for the celebration because National Coming Out Day occurs on October 11, and the first National March on Washington for Lesbian and Gay Rights by LGBTQIA+ people took place in October 1979; and

WHEREAS, the City of Lake Worth Beach, FL recognizes that Gay, Bisexual, Transgender, and Questioning, Intersexual, and Asexual (LGBTQIA+) Americans have made, and continue to make, great and lasting contributions that continue to strengthen the fabric of society, as they continue to struggle for equity and equal rights for its LGBTQIA+ residents and city employees; and

WHEREAS, LGBT History Month reminds both the LGBTQIA+ and wider communities of important roles LGBTQIA+ people have taken in creating the social, legal, and political worlds we live in today; and

WHEREAS, the City of Lake Worth Beach is committed to the academic success of all youth, and to removing barriers to that end, and we believe that LGBTQIA+ youth and their families should feel included and safe to learn without the fear of harassment or discrimination; and

WHEREAS, LGBTQIA+ educators, students, and families should be supported to live in an affirming community and live their lives with dignity and respect; and

WHEREAS, community-based organizations such as Compass have partnered with our City, other community leaders and the School District of Palm Beach County to educate, support and provide resources to promote safe learning environments for all families; and

WHEREAS, the City of Lake Worth Beach appreciates and recognizes the importance of LGBT History Month as an effective means of educating and calling to action its citizens to work together to promote equal protection of all residents and City employees, regardless of sexual orientation, gender identity, or gender expression.

NOW, THEREFORE, I, Betty Resch, Mayor of the City of Lake Worth Beach, Florida, by virtue of the authority vested in me and on behalf of the City Commission, do hereby proclaim:

OCTOBER 2024

as

LGBT HISTORY MONTH

IN WITNESS WHEREOF, I have hereunto set my hand and caused the Seal of the City of Lake Worth Beach, Florida, to be affixed this 1st day of October, 2024.

Betty Resch, Mayor

ATTEST:

Melissa Ann Coyne, MMC, City Clerk

CITY OF LAKE WORTH BEACH

PROCLAMATION

- WHEREAS,** The City of Lake Worth Beach is home to many worship centers, places of faith and spirituality that represent all our community; where first church services started in the streets of Washington Ave and Douglas Street; and
- WHEREAS,** “Rev” Anderson, an un-ordained minister, led church services for the “native black” community on Douglas Street starting in 1927. The wooden shacks with which they held services was destroyed by a storm in 1928; and
- WHEREAS,** “Rev” Anderson was gifted \$1.50 from the white family which he worked, to purchase the land he and the community needed to rebuild the church. Anderson and the members completed the one-room wooden structure in 1929, officially naming Grant Methodist Church; and
- WHEREAS,** Grant Chapel was led by “Rev” Anderson until 1940 when Rev J.B. Blake became pastor, followed by Rev. H.M. Salmon who led the efforts to build a new concrete building, which became reality on April 7, 1944; and
- WHEREAS,** The church grew numerically and spiritually; by 1947 the church held two services, Sunday School and A.C.E League as well as music lessons for the children, some of which are still members of the church; and
- WHEREAS,** In 1963, Grant Chapel was remodeled under the leadership of Rev. James Askiew with minor upgrades made since its completion as well as additional parking for future growth; and
- WHEREAS,** There have been over 24 Pastors who have led this great church over its 95 years, including its first female Pastor, Rev. Betty White; and
- WHEREAS,** The City of Lake Worth Beach City Commission acknowledges the importance of the church as a cornerstone to the Osborne Community and its positive impact to the city; and
- WHEREAS,** The 95th Anniversary Celebration of Grant Chapel affords us an opportunity to recognize the accomplishments of Grant Chapel; and

NOW, THEREFORE, I, Betty Resch, Mayor of the City of Lake Worth Beach, Florida, by virtue of the authority vested in me and on behalf of the City Commission, do hereby congratulate Grant Chapel on their 95th Anniversary and recognize the contributions to our city and the lives of our residents.

IN WITNESS WHEREOF, I have hereunto set my hand and caused the Seal of the City of Lake Worth Beach, Florida, to be affixed this 1st day of October, 2024.

Betty Resch, Mayor

ATTEST:

Melissa Ann Coyne, MMC, City Clerk

**MINUTES
CITY OF LAKE WORTH BEACH
CITY COMMISSION PRE-AGENDA WORKSHOP
VIA ZOOM
FRIDAY, SEPTEMBER 6, 2024 – 9:00 AM**

The meeting was called to order by Mayor Betty Resch on the above date at 9:02 AM on Zoom in Lake Worth Beach.

ROLL CALL: (0:30) Present were Mayor Betty Resch, Commissioner Christopher McVoy, and Commissioners Mimi May and. Also present were Interim City Manager Jamie Brown, City Attorney Elizabeth Lenihan and Deputy City Clerk Shayla Ellis. Vice Mayor Sarah Malega and Commissioner Reinaldo Diaz were absent.

UPDATES / FUTURE ACTION / DIRECTION: (1:53)

Action: Consensus to add a Proclamation for principals to the October 1 regular meeting. (1:34)

Action: Consensus to add a challenge coin presentation for the deputy regarding the PBSO call on August 20 to the October 1 regular meeting. (2:16)

Action: Consensus to review the ordinances regarding vacant lots. (52:18)

ADJOURNMENT: (55:07)

The meeting adjourned at 9: 57 AM.

Betty Resch, Mayor

ATTEST:

Melissa Ann Coyne, MMC, City Clerk

Minutes approved: October 1, 2024

Item time stamps correlate to the video available on YouTube.

**MINUTES
CITY OF LAKE WORTH BEACH
SPECIAL CITY COMMISSION MEETING – 1ST BUDGET HEARING
CITY HALL COMMISSION CHAMBER
THURSDAY, SEPTEMBER 12, 2024 - 5:01 PM**

The meeting was called to order by Mayor Resch on the above date at 5:04 PM in the City Commission Chamber located at City Hall, 7 North Dixie Highway, Lake Worth Beach, Florida.

ROLL CALL: (0:15) Present were Mayor Betty Resch, Vice Mayor Sarah Malega, Commissioners Christopher McVoy, Mimi May (via Zoom) and Reinaldo Diaz. Also present were Interim City Manager Jamie Brown, City Attorney Amelia Jadoo and Deputy City Clerk Shayla Ellis.

PLEDGE OF ALLEGIANCE: (1:08) led by Vice Mayor Sarah Malega.

Action: Consensus to add a Public Participation section after the Pledge of Allegiance. (0:54)

PUBLIC PARTICIPATION OF NON-AGENDAED ITEMS: (1:46)

PUBLIC HEARINGS: (4:12)

- A. Resolution No. 31-2024 – First Public Hearing – adopting the Fiscal Year 2024-2025 Tentative Millage Rate (17:35)

City Attorney Jadoo did not read the resolution.

RESOLUTION NO. 31-2024 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, 2024 AND ENDING SEPTEMBER 30, 2025; REPEALING ALL RESOLUTIONS AND ORDINANCES IN CONFLICT HEREWITH; AND PROVIDING FOR THE EFFECTIVE DATE THEREOF

Action: Motion made by Commissioner McVoy and seconded by Commissioner Diaz to approve Resolution No. 31-2024 adopting the Fiscal Year 2024-2025 Tentative Millage Rate and setting the second public hearing for September 26, 2024.

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

- B. Resolution No. 32-2024 - First Public Hearing - adopting the Debt Service Rate (21:18)

City Attorney Jadoo did not read the resolution.

RESOLUTION NO. 32-2024 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 VOTER APPROVED DEBT SERVICE FUND FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2024, AND ENDING SEPTEMBER 30, 2025; REPEALING ALL RESOLUTIONS AND ORDINANCES IN CONFLICT HEREWITH; AND PROVIDING FOR THE EFFECTIVE DATE THEREOF

Action: Motion made by Vice Mayor Malega and seconded by Commissioner May to approve Resolution No.

32-2024 adopting the Debt Service Rate and setting the second public hearing for September 26, 2024.

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

C. Resolution No. 33-2024 - First Public Hearing - adopt the fiscal year 2024-2025 proposed City budget (21:51)

City Attorney Jadoo did not read the resolution.

RESOLUTION NO. 33-2024, A GENERAL APPROPRIATION RESOLUTION OF THE CITY OF LAKE WORTH BEACH, A MUNICIPAL CORPORATION OF THE STATE OF FLORIDA, MAKING SEPARATE AND SEVERAL APPROPRIATIONS FOR ITS NECESSARY OPERATING EXPENSES, THE USES AND EXPENSES OF THE VARIOUS FUNDS AND DEPARTMENTS OF THE CITY FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2024, AND ENDING SEPTEMBER 30, 2025; PROVIDING FOR THE EFFECTIVE DATE THEREOF

Action: Motion made by Commissioner Diaz and seconded by Vice Mayor Malega to approve Resolution No. 33-2024 adopting the fiscal year 2024-2025 proposed City budget and setting the second public hearing for September 26, 2024.

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

D. Resolution No. 34-2024 – establish Stormwater Rate for Fiscal Year 2024-2025 (25:09)

City Attorney Jadoo did not read the resolution.

RESOLUTION NO. 34-2024 OF THE CITY OF LAKE WORTH BEACH, FLORIDA, RELATING TO THE PROVISION OF STORMWATER MANAGEMENT SERVICES, FACILITIES AND PROGRAMS IN THE CITY OF LAKE WORTH BEACH, FLORIDA; IMPOSING STORMWATER SERVICE ASSESSMENTS AGAINST ASSESSED PROPERTY LOCATED WITHIN THE CITY; APPROVING THE RATE OF ASSESSMENT; CONFIRMING, APPROVING AND ADOPTING THE STORMWATER ASSESSMENT ROLL FOR FISCAL YEAR 2025; PROVIDING FOR COLLECTION OF THE ASSESSMENTS PURSUANT TO THE UNIFORM COLLECTION METHOD AND PROVIDING AN EFFECTIVE DATE

Action: Motion made by Commissioner McVoy and seconded by Commissioner Diaz to approve Resolution No. 34-2024 establishing the Stormwater Rate for Fiscal Year 2024-2025.

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

E. Resolution No. 35-2024 - Establishing the Refuse Services Annual Assessment for Fiscal Year 2024-2025 (30:07)

City Attorney Jadoo did not read the resolution.

RESOLUTION NO. 35-2024 OF THE CITY OF LAKE WORTH BEACH, FLORIDA, RELATING TO THE PROVISION OF REFUSE SERVICES, FACILITIES AND PROGRAMS IN THE CITY OF LAKE WORTH BEACH, FLORIDA; RATIFYING AND CONFIRMING THE INTIAL ASSESSMENT RESOLUTION INCLUDING THE DETERMINATION THAT

CERTAIN REAL PROPERTY IS SPECIFICALLY BENEFITED BY REFUSE SERVICES, FACILITIES AND PROGRAMS AND THE METHOD OF ASSESSING ASSOCIATED REFUSE SERVICES COSTS AGAINST REAL PROPERTY SPECIALLY BENEFITED THEREBY; ESTABLISHING OTHER TERMS AND CONDITIONS OF THE ASSESSMENTS; APPROVING THE FISCAL YEAR 2024-2025 ASSESSMENT ROLL; PROVIDING FOR COLLECTION OF THE ASSESSMENTS PURSUANT TO THE UNIFORM COLLECTION METHOD; AND PROVIDING FOR SEVERABILITY AND AN EFFECTIVE DATE

Action: Motion made by Commissioner McVoy and seconded by Vice Mayor Malega to approve Resolution No. 35-2024, establishing the Refuse Services Annual Assessment for Fiscal Year 2024-2025.

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

NEW BUSINESS: (30:31)

A. Resolution No. 36-2024 – establishing the fees and charges for City services for Fiscal Year 2025 (30:32)

City Attorney Jadoo did not read the resolution.

RESOLUTION NO. 36-2024 OF THE CITY OF LAKE WORTH BEACH, FLORIDA, ESTABLISHING REASONABLE FEES FOR CITY SERVICES AND OTHER CHARGES FOR THE 2025 FISCAL YEAR; PROVIDING FOR CONFLICTS AND PROVIDING FOR AN EFFECTIVE DATE

Action: Motion made by Vice Mayor Malega and seconded by Commissioner Diaz to approve Resolution No. 36-2024, establishing the fees and charges for City services for Fiscal Year 2025.

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

B. Fiscal Year 2025 Contribution from Enterprise Operations (53:55)

Action: Motion made by Vice Mayor Malega and seconded by Commissioner McVoy to approve the Fiscal Year 2025 Contribution from Enterprise Operations.

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

C. Adopt the Fiscal Year 2025 Position Count (54:10)

Action: Motion made by Vice Mayor Malega and seconded by Commissioner Diaz to approve the adoption of the Fiscal Year 2025 Position Count to include the four previously approved positions.

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

D. Fiscal Year 2025 Administrative Charge for Services (54:25)

Action: Motion made by Commissioner Diaz and seconded by Commissioner McVoy to approve the Fiscal Year 2025 Administrative Charge for Services.

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

ADJOURNMENT: (54:39)

Action: Motion made by Vice Mayor Malega and seconded by Commissioner McVoy to adjourn the meeting at 5:59 PM.

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

Betty Resch, Mayor

ATTEST:

Melissa Ann Coyne, MMC, City Clerk

Minutes Approved: October 1, 2024

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

DRAFT

**MINUTES
CITY OF LAKE WORTH BEACH
CITY COMMISSION WORKSHOP -- COMMUNITY SUSTAINABILITY OVERVIEW
CITY HALL COMMISSION CHAMBER
MONDAY, SEPTEMBER 16, 2024 - 6:00 PM**

The meeting was called to order by Mayor Resch on the above date at 6:04 PM in the City Commission Chamber located at City Hall, 7 North Dixie Highway, Lake Worth Beach, Florida.

ROLL CALL: (0:12) Present were Mayor Betty Resch, Vice Mayor Sarah Malega, Commissioners Christopher McVoy, Mimi May and Reinaldo Diaz. Also present were Interim City Manager Jamie Brown, City Attorney Elizabeth Lenihan and Deputy City Clerk Shayla Ellis.

PLEDGE OF ALLEGIANCE: (0:29) led by Commissioner Christopher McVoy.

UPDATES / FUTURE ACTION / DIRECTION:

- A. Overview and Discussion of the Community Sustainability Department's functions, responsibilities and programs (2:00)

The meeting recessed at 8:27 PM and reconvened at 8:38 PM.

Action: Consensus to extend the meeting until 11:00 PM.

Action: Consensus to schedule a second workshop for the Community Sustainability overview in the future to address the Business License division and Strategic Planning & Design division.

ADJOURNMENT: (4:03:47)

The meeting adjourned at 10:08 PM.

ATTEST:

Betty Resch, Mayor

Melissa Ann Coyne, MMC, City Clerk

Minutes Approved: October 1, 2024

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

**MINUTES
CITY OF LAKE WORTH BEACH
REGULAR CITY COMMISSION MEETING
CITY HALL COMMISSION CHAMBER
TUESDAY, SEPTEMBER 17, 2024 – 6:00 PM**

The meeting was called to order by Mayor Resch on the above date at 6:19 PM in the City Commission Chamber located at City Hall, 7 North Dixie Highway, Lake Worth Beach, Florida.

ROLL CALL: (0:31) Present were Mayor Betty Resch, Vice Mayor Malega and Commissioners Christopher McVoy, Mimi May and Reinaldo Diaz. Also present were Interim City Manager Jamie Brown, City Attorney Glen Torcivia and City Clerk Melissa Ann Coyne.

INVOCATION OR MOMENT OF SILENCE: (0:53) was led by Commissioner Reinaldo Diaz.

PLEDGE OF ALLEGIANCE: (1:35) was led by Mayor Betty Resch.

ADDITIONS/DELETIONS/REORDERING:

There were no changes to the agenda.

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

A. Palm Beach Sheriff's Office Update by Capt. Terrence Carn (2:05)

PUBLIC PARTICIPATION OF NON-AGENDAED ITEMS AND CONSENT AGENDA: (26:41)

APPROVAL OF MINUTES: (41:13)

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

- A. August 9, 2024 - pre-agenda workshop
- B. August 19, 2024 - workshop
- C. August 20, 2024 - regular meeting
- D. August 23, 2024 - pre-agenda workshop

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

CONSENT AGENDA: (public comment allowed during Public Participation of Non-Agendaed items) (41:22)

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

- A. Proclamation declaring September 15-October 15, 2024 as Hispanic Heritage Month
- B. Proclamation declaring September 17-23, 2024 as Constitution Week
- C. Proclamation declaring September 2024 as National Recovery Month
- D. Agreement with Commercial Risk Management, Inc. for Third Party Claims Management services

- E. Agreement with Risk Management Associates, Inc. (a wholly owned subsidiary of Brown & Brown, Inc.) for Property and Casualty Insurance Services and for premium rates approval for FY 2025
- F. Approve the purchase of network firewalls for cybersecurity

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

PUBLIC HEARINGS: (41:31)

- A. Ordinance No. 2024-11 - First Reading – amending Chapter 23 “Land Development Regulations,” Article 4 “Development Standards,” Section 23.4-25 “Micro-units” to provide minor changes to the development standards for Micro-Units (41:33)

City Attorney Torcivia read the ordinance by title only.

ORDINANCE 2024-11 - AN ORDINANCE OF THE CITY OF LAKE WORTH BEACH, FLORIDA, AMENDING CHAPTER 23 “LAND DEVELOPMENT REGULATIONS,” ARTICLE 4 “DEVELOPMENT STANDARDS,” SECTION 23.4-25 “MICRO-UNITS,” AND PROVIDING FOR SEVERABILITY, CONFLICTS, CODIFICATION AND AN EFFECTIVE DATE

Action: Motion made by Vice Mayor Malega and seconded by Commissioner May to approve Ordinance No. 2024-11 on first reading and set the second reading and public hearing for October 1, 2024.

Action: Amended Motion made by Vice Mayor Malega and seconded by Commissioner May to approve Ordinance No. 2024-11 on first reading and set the second reading and public hearing for October 1, 2024 changing shall to should on line 54, shall to may on line 69 and adding wording to section H that at least 10% of the common area must be interior.

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

- B. Ordinance No. 2024-16 - First Reading – amending Chapter 9 “Buildings and Structural Regulations,” Article I “In General,” Section 9-3 to remove redundant language (54:06)

City Attorney Torcivia read the ordinance by title only.

ORDINANCE 2024-16 - AN ORDINANCE BY THE CITY OF LAKE WORTH BEACH, FLORIDA, AMENDING CHAPTER 9 “BUILDINGS AND STRUCTURAL REGULATIONS,” ARTICLE 1 “IN GENERAL,”; AND PROVIDING FOR SEVERABILITY, CONFLICTS, CODIFICATION AND AN EFFECTIVE DATE

Action: Motion made by Vice Mayor Malega and seconded by Commissioner May to approve Ordinance No. 2024-16 on first reading and set the second reading and public hearing for October 1, 2024.

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

- C. Ordinance No. 2024-12 - Second Reading - amending the Oath of Candidate form (54:44)

City Attorney Torcivia read the ordinance by title only.

ORDINANCE 2024-12 - AN ORDINANCE OF THE CITY OF LAKE WORTH BEACH, FLORIDA, AMENDING CHAPTER 2 "ADMINISTRATION," ARTICLE II "ELECTIONS," SECTION 2-15 "OATHS REQUIRED OF CANDIDATE," TO CLARIFY THE REQUIREMENTS TO QUALIFY FOR ELECTION; AND PROVIDING FOR SEVERABILITY, CONFLICTS, CODIFICATION, AN EFFECTIVE DATE, AND FOR OTHER PURPOSES

Action: Motion made by Commissioner May and seconded by Commissioner Diaz to approve Ordinance No. 2024-12 amending the Oath of Candidate form, adding another address within said district for their entire term in office to line 57 in lieu of indefinitely and adding homestead exemption as a document to the list.

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

UNFINISHED BUSINESS:

There were no Unfinished Business items on the agenda.

NEW BUSINESS:

There were no New Business items on the agenda.

COMMISSION LIAISON REPORTS AND COMMENTS: (1:04:49)

CITY MANAGER'S REPORT: (1:30:31)

Interim City Manager Brown provided the following report:

- regarding WMODA, there would be a joint workshop with the CRA at the Casino Ballroom on October 7, the Finance Director and City Attorneys were reviewing all aspects of the project
- next week would be very busy with the Housing Study/STR special meeting on September 23, the utility meeting on September 24 and the 2nd budget hearing on September 26
- there would be an update by Willie Puz, Public Affairs for the Solid Waste Authority, on the city's recycling program and what was happening in the County before the holidays
- congratulated Vaughn Hayduk who was promoted to Director of Water Utilities

CITY ATTORNEY'S REPORT: (1:33:45)

City Attorney Torcivia provided the following report:

- the Form 6 saga was still ongoing; a decision on the injunction would be made in January or February

UPCOMING MEETINGS AND WORK SESSIONS:

September 20 @ 9 am - pre-agenda workshop
September 23 - special meeting
September 24 - utility meeting
September 26 @ 5:01 pm - 2nd budget hearing

ADJOURNMENT: (1:34:56)

Action: Motion made Commissioner Diaz and seconded by Commissioner May to adjourn the meeting at 7:54 PM.

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

Betty Resch, Mayor

ATTEST:

Melissa Ann Coyne, MMC, City Clerk

Minutes approved October 1, 2024

Item time stamps correspond to the recording on YouTube.

DRAFT

STAFF REPORT REGULAR MEETING

AGENDA DATE: October 1, 2024

DEPARTMENT: Human Resources

TITLE:

Ninth Amendment to Professional Services Agreement with Ben Few & Company, Inc.

SUMMARY:

The Amendment authorizes Ben Few & Company, inc. to continue providing Risk Management Services for the period from October 1, 2024 to September 30, 2025, at the same fee of \$48,000.00 annually or \$4,000.00 monthly.

BACKGROUND AND JUSTIFICATION:

The City of Lake Worth Beach has utilized the services of Ben Few & Company, Inc. ("Consultant") for many years. In 2011, the Consultant was selected through an RFP process as the City's insurance consultant. Since then, the City entered into a new professional services agreement in 2015, for comprehensive risk management services with Consultant. The agreement allows Consultant to work closely with in-house staff to facilitate RFPs for the selection of an insurance broker for appropriate insurance coverages, RFPs for the selection of third-party administrators, investigations and adjustment of claims. In addition, Consultant continues to assist staff with risk management issues throughout the City.

The Ninth Amendment to the Professional Services Agreement extends the agreement for one year at a rate of \$48,000 annual. Funding for these services are included in the FY25 Self Insurance budget. The Agreement may be terminated at any time with a 30-day notice to either party.

MOTION:

Move to approve/disapprove the Ninth Amendment to the Professional Services Agreement with Ben Few & Company, Inc.

ATTACHMENT(S):

Fiscal Impact Analysis
Ninth Amendment
Original Agreement

FISCAL IMPACT ANALYSIS

Five Year Summary of Fiscal Impact:

Fiscal Years	2025	2026	2027	2028	2029
Inflows/Revenues					
Appropriated (Budgeted)	0	0	0	0	0
Program Income	0	0	0	0	0
Grants	0	0	0	0	0
In Kind	0	0	0	0	0
Outflows/Expenditures					
Appropriated (Budgeted)	0	0	0	0	0
Operating	\$48,000	0	0	0	0
Capital	0	0	0	0	0
Net Fiscal Impact <i>(If not budgeted)</i>	\$48,000	0	0	0	0
No. of Addn'l Full-Time Employee Positions	0	0	0	0	0

New Appropriation (Not Budgeted) Fiscal Impact:		
	Revenue Source	Expenditure
Department	Human Resources	Human Resources
Division	Risk	Risk
GL Description	Various (Paygo)	Other Contractual Services
GL Account Number	Various (Paygo)	520-1332-513.34-50
Project Number	N/A	N/A
Requested Funds	\$48,000.00	\$48,000.00
Remaining Balance	N/A	\$279,600.00

**NINTH AMENDMENT TO
PROFESSIONAL SERVICES AGREEMENT**

This Ninth Amendment to the Professional Services Agreement (“Ninth Amendment”) is made as of _____, between the **City of Lake Worth Beach**, a Florida a municipal corporation (“City”), and **Ben Few & Company, Inc**, a corporation authorized to do business in the State of Florida (“Consultant”).

RECITALS

WHEREAS, the City has utilized Consultant’s risk management services since 2011, when Consultant was selected through a competitive selection process; and

WHEREAS, the City and Consultant entered into a new Professional Services Agreement for Comprehensive Risk Management Services (the "Agreement") on September 30, 2015, which expanded the services provided by Consultant, and that Agreement was extended by First Amendment from September 30, 2016 to September 30, 2017, by Second Amendment from September 30, 2017 to September 30, 2018, by Third Amendment from September 30, 2018 to September 30, 2019, by Fourth Amendment from September 30, 2019 to September 30, 2020, by Fifth Amendment from September 30, 2020 to September 30, 2021, by Sixth Amendment from October 27, 2021 to September 30, 2022, by Seventh Amendment from October 6, 2022 to September 30, 2023 and by Eight Amendment from September 28, 2023 to September 30, 2024 (collectively, "Amendments"); and

WHEREAS, the City and Consultant desire to amend the Agreement to extend the term to September 30, 2025; and

WHEREAS, the remainder of the Agreement and relevant Amendments, including the current compensation of \$48,000 per year, will remain in full force and effect.

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

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

SECTION 2: AMENDMENTS TO AGREEMENT AND NINTH AMENDMENT.

- a. The Term of the Agreement which was extended by the Amendments is further extended by this Ninth Amendment to September 30, 2025, unless earlier terminated as set forth in the Agreement.
- b. The total compensation to be paid to Consultant shall not exceed forty-eight thousand dollars (\$48,000) for the additional year of service, said payment to be made at a rate of \$4,000 per month.

SECTION 3. ENTIRETY OF AGREEMENT. The City and the Consultant agree that the Agreement, all of its Amendments and this ninth amendment set forth the entire agreement between the parties, and that there are no promises or understandings other than those stated herein. None of the provisions, terms and conditions contained in the Agreement, the Amendments, or this Ninth Amendment may be added to, modified, superseded or otherwise altered, except by written instrument executed by the parties hereto.

SECTION 4. EFFECTIVENESS. Except for the provisions of the Agreement specifically modified by the Amendments and this Ninth Amendment, all other terms and conditions of the Agreement shall remain in full force and effect.

SECTION 5. COMPLIANCE WITH SECTION 787.06, FLORIDA STATUTES (2024). By signing this Amendment before a notary public and taking an oath under the penalty of perjury, the CONSULTANT attests and warrants that the CONSULTANT does not use coercion for labor or services as defined in section 787.06, Florida Statutes (2024).

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

IN WITNESS WHEREOF the parties hereto have made and executed this Ninth Amendment to the Agreement on the day and year first above written.

CITY OF LAKE WORTH BEACH, FLORIDA

ATTEST:

By: _____
Melissa Coyne, MMC, City Clerk

By: _____
Betty Resch, Mayor

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY:

APPROVED FOR FINANCIAL
SUFFICIENCY:

By: _____
Glen J. Torcivia, City Attorney

By: _____
Yannick Ngendahayo, Financial Services Director



[Corporate Seal]

Consultant: **Ben Few & Company, Inc.**

By: _____

Print Name: Ben Few III

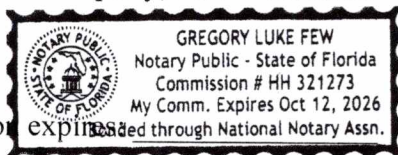
Title: President

STATE OF Florida)
COUNTY OF Lee)

THE FOREGOING instrument was acknowledged before me by means of physical presence or online notarization on this 5th day of September 2024, by Ben Few III, as the President [title] of **Ben Few & Company**, a company authorized to do business in the State of Florida, who is personally known to me or who has produced _____ as identification, and who did take an oath under penalty of perjury that the facts stated with regard to section 787.06, Florida Statutes, are true and correct, and that he or she is duly authorized to execute the foregoing instrument and bind **Ben Few & Company, Inc.** to the same.

Notary Seal:

My Commission Expires



Notary Public Signature

PROFESSIONAL SERVICES AGREEMENT
(Comprehensive Risk Management Services)

THIS AGREEMENT ("Agreement") is entered on 30 day of Sept., 2015, by and between the City of Lake Worth, a Florida municipal corporation ("City") and Ben Few & Company, Inc., a Florida corporation ("Consultant").

RECITALS

WHEREAS, since February 3, 2011, pursuant to a competitive selection process, the City has been utilizing the Consultant for Risk Management advisory services including, but not limited to, analyzing claims, identifying risk, reviewing insurance policies, assisting in closing reserve accounts and advising on risk-related issues; and

WHEREAS, the City's Agreement with the Consultant is set to expire in February 2016; and

WHEREAS, the City is in need of additional risk management consultant services including, without limitation, acting as the City's liaison with the City's third party administrators for claims, developing claims and insurance budget for each fiscal year and providing claims analysis for City staff; and

WHEREAS, the Consultant has submitted a proposed scope of services to address the City's current and additional risk management needs; and

WHEREAS, the City desires to engage the Consultant as its primary risk management consultant; and

WHEREAS, pursuant to section 2-112(c)(6) of the City's procurement code, the City is authorized to directly contract with Consultant for the provision of professional services; and

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

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

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

SECTION 2: CONSULTANT'S SERVICES. The Consultant shall provide those risk management services as set forth in Exhibit "A" attached hereto and incorporated herein. The parties existing Professional Services Agreement, entered on February 3, 2011 and expiring February 2, 2016 is hereby terminated.

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

SECTION 4: TERM, TIME, LIQUIDATED DAMAGES AND TERMINATION.

a. Term. The term of this Agreement shall commence upon the approval of this Agreement by the City Commission and shall be for one (1) year unless earlier terminated as stated herein. The term may be extended by written agreement of the parties.

b. Time for Completion. Time is of the essence in the performance of this Agreement. The CONSULTANT shall at all times carry out its duties and responsibilities as expeditiously as possible.

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

e. Termination without cause. Either party may terminate this Agreement at any time with or without cause by giving not less than thirty (30) days written notice of termination.

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

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

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

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

SECTION 5: COMPENSATION.

a. Payments. The City agrees to compensate the Consultant in accordance with the fee schedule set forth in **Exhibit "A"**; **provided that, the total amount to be paid the Consultant under this Agreement shall not exceed sixty thousand dollars (\$60,000.00) for the initial one year term.** The City shall not reimburse the Consultant for any additional costs incurred as a direct or indirect result of the Consultant providing service to the City under this Agreement and not set forth in **Exhibit "A"**.

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

SECTION 6: INDEMNIFICATION. The Consultant, its officers, employees and agents shall indemnify and hold harmless the City, including its officers, employees and agents from liabilities, damages, losses, and costs, including but not limited to, reasonable attorney's fees (at the trial and appellate levels), to the extent caused by the negligence of the Consultant, its

officers, directors, employees, representatives and agents employed or utilized by the Consultant in the performance of the services under this Agreement. The City agrees to be responsible for its own negligence. Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the City or the Consultant, nor shall this Agreement be construed as a waiver of sovereign immunity for the City beyond the waiver provided in section 768.28, Florida Statutes.

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

SECTION 8: PERSONNEL. The Consultant represents that it has, or will secure at its own expense, all necessary personnel required to perform the services under this Agreement. Such personnel shall not be employees of or have any contractual relationship with the City. All of the services required hereunder shall be performed by the Consultant or under its supervision, and all personnel engaged in performing the services shall be fully qualified and authorized or permitted under federal, state and local law to perform such services.

SECTION 9: SUB-CONSULTANTS. The City reserves the right to accept the use of a sub-consultant or to reject the selection of a particular sub-consultant and approve all qualifications of any sub-consultant in order to make a determination as to the capability of the sub-consultant to perform properly under this Agreement. All sub-consultants providing professional services to the Consultant under this Agreement will also be required to provide their own insurance coverage identical to those contained in this Agreement. In the event that a sub-consultant does not have insurance or does not meet the insurance limits as stated in this Agreement, the Consultant shall indemnify and hold harmless the City for any claim in excess of the sub-consultant’s insurance coverage, arising out of the negligent acts, errors or omissions of the sub-consultant.

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

SECTION 11: INSURANCE. Prior to commencing any services, the Consultant shall provide proof of insurance coverage as required hereunder. Such insurance policy(s) shall be issued by the United States Treasury or insurance carriers approved and authorized to do business in the State of Florida, and who must have a rating of no less than “excellent” by A.M. Best or as mutually agreed upon by the City and the Consultant. All such insurance policies may not be modified or terminated without the express written authorization of the City.

<u>Type of Coverage</u>	<u>Amount of Coverage</u>
Professional liability/ Errors and Omissions	\$1,000,000 per occurrence
Commercial general liability (Products/completed operations Contractual, insurance broad form property,	\$1, 000,000 per occurrence

Independent Consultant, personal injury) \$2,000,000 annual aggregate

Automobile (owned, non-owned, & hired) \$ 1,000,000 single limits

Worker's Compensation \$ statutory limits

The commercial general liability and excess liability policies will name the City as an additional insured and proof of all insurance coverage shall be furnished to the City by way of an endorsement to same or certificate of insurance prior to the provision of services. The certificates shall clearly indicate that the Consultant has obtained insurance of the type, amount, and classification as required for strict compliance with this section. Failure to comply with the foregoing requirements shall not relieve Consultant of its liability and obligations under this Agreement.

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

SECTION 13: DISPUTE RESOLUTION, LAW, VENUE AND REMEDIES. All claims arising out of this Agreement or its breach shall be submitted first to mediation. The parties shall share the mediator's fee equally. The mediation shall be held in Palm Beach County. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof. This Agreement shall be governed by the laws of the State of Florida. Any and all legal action necessary to enforce the Agreement will be held in Palm Beach County. No remedy herein conferred upon any party is intended to be exclusive of any other remedy, and each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity or by statute or otherwise. No single or partial exercise by any party of any right, power, or remedy hereunder shall preclude any other or further exercise thereof.

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

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

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

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

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

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

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

City of Lake Worth
Attn: City Manager
7 N. Dixie Highway
Lake Worth, FL 33460

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

Ben Few & Company, Inc.
4560 Via Royale, Suite 3
Fort Myers, FL 33919

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

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

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

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

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

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

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

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

SECTION 28: COUNTERPARTS. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, and will become effective and binding upon the parties as of the effective date at such time as all the signatories hereto have signed a counterpart of this Agreement.

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

SECTION 30: AGREEMENT DOCUMENTS AND CONTROLLING PROVISIONS. This Agreement consists of this Agreement and Exhibit “A”. The parties agree to be bound by all the terms and conditions set forth in the aforementioned documents. To the extent that there exists a conflict between the terms and conditions of this Agreement and Exhibit “A”, the terms and conditions of this Agreement shall prevail. Wherever possible, the provisions of such documents shall be construed in such a manner as to avoid conflicts between provisions of the various documents.

SECTION 31: OWNERSHIP OF DELIVERABLES. The deliverables, work product, specifications, calculations, supporting documents, or other work products which are listed as deliverables by the Consultant in Exhibit “A” to the City shall become the property of the City upon delivery. The Consultant may keep copies or samples thereof and shall have the right to use the same. The City accepts sole responsibility for the reuse of any such documents in a manner other than as initially intended or for any use of incomplete documents.

SECTION 32: REPRESENTATIONS and BINDING AUTHORITY. By signing this Agreement, Michael E. Burton hereby represents to the City that he has the authority and full legal power to execute this Agreement and any and all documents necessary to effectuate and implement the terms of this Agreement on behalf of the Consultant for whom he is signing and to bind and obligate such party with respect to all provisions contained in this Agreement.

SECTION 33: PUBLIC RECORDS. The Consultant shall comply with Florida’s Public Records Act, Chapter 119, Florida Statutes, and specifically agrees to:

a. Keep and maintain all public records that ordinarily and necessarily would be required by the CITY to keep and maintain in order to perform the services under this Agreement.

b. Provide the public with access to said public records on the same terms and conditions that the CITY would provide the records and at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.

c. Ensure that said public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law.

d. Meet all requirements for retaining said public records and transfer, at no cost, to the City all said public records in possession of the Consultant upon termination of this Agreement and destroy any duplicate public records that are exempt or confidential and exempt from Chapter 119, Florida Statutes, disclosure requirements. All records stored electronically must be provided to the City in a format that is compatible with the information technology systems of the City.

SECTION 34: CONFIDENTIAL AND PROPRIETARY INFORMATION. Each party (the “Receiving Party”) will keep confidential and not disclose to any other person or entity or use (except as expressly and unambiguously authorized by this Agreement) information, technology or software (“Confidential Information”) obtained from the other party (the

“Disclosing Party”); provided, however, that the Receiving Party will not be prohibited from disclosing or using information (i) that at the time of disclosure is publicly available or becomes publicly available through no act or omission of the Receiving Party, (ii) that is or has been disclosed to the Receiving Party by a third party who is not under, and to whom the Receiving Party does not owe, an obligation of confidentiality with respect thereto, (iii) that is or has been independently acquired or developed by the Receiving Party without access to the Disclosing Party’s Confidential Information, (iv) that is already in the Receiving Party’s possession at the time of disclosure, or (v) that is required to be released by law.

IN WITNESS WHEREOF, the parties hereto have made and executed this Professional Services Agreement (Comprehensive Risk Management Services) as of the day and year set forth above.

CITY OF LAKE WORTH, FLORIDA

By: *Pam Triolo*
Pam Triolo, Mayor

ATTEST:

Approved as to form and legal sufficiency:

Pamela J. Lopez
Pamela J. Lopez, City Clerk

Glen J. Torcivia
Glen J. Torcivia, City Attorney

BEN FEW & COMPANY, INC.

By: *Ben Few*
Ben Few, III CEO

[Corporate Seal]

STATE OF FLORIDA)
COUNTY OF Lee)

The foregoing instrument was acknowledged before me this 22nd day of Sept, 2015, by Ben Few, III, as CEO of Ben Few & Company, Inc., a Florida corporation, and who is personally known to me or who has produced the following as identification.

Linda S. Cohen
Notary Public

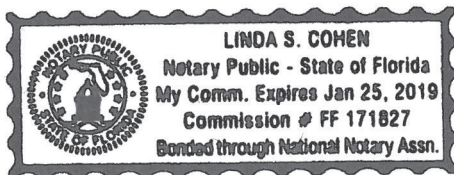


EXHIBIT "A"

CONSULTANT's Scope of Services

For your reference, the following scope represents the services offered in a full-time consulting capacity and offers a glimpse into our working relationship with clients. Your program will consist of, but not be limited to the following services:

1. Be available on a daily basis to assist the Client's staff with general questions, process development, and contract reviews.

Ben Few III and Ben Few IV are available on a daily basis to all accounts they handle. They can be reached either by phone or email 24/7, and can be on the Client's premises in three hours, if need be. Process development and contract review are part of our standard service package delivered to clients to stay consistent with the risk transfer methods chosen.

2. Organize a systematic collection of data that is required for renewals and policy maintenance. This is done in a manner to minimize time demands on staff.

All client data is initially collected by our firm and electronically stored in our secured system in order to build a baseline for necessary future information. This information is kept on file in our office, so that minimal requests for information are made to the Client's staff. We offer our 'total policy management system' so that staff does not have to be involved at all, should they so desire. Once we have stored the information in our system, only that information that is subject to change may necessitate a request for an update from Client's staff (i.e. annual revenue basis, payrolls, etc.) We would anticipate regular communication with the Client's staff in general, so there would be constant dialogue with regard to any changes being made.

3. Complete all policy applications (except signatures) and present to the Client's staff for review and signature.

This is done for all clients, and is part of our total policy/data management system. Once the information is in our system, only minor adjustments need to be made, thus requiring less man hours from the Client's staff.

4. Act as a liaison between the Client's staff, brokers and other service providers to review policies for accuracy and follow up with brokers to resolve issues.

Ben Few & Company, Inc. acts the main point of contact between all risk management service providers and all of our clients. In this way, we are able to streamline any requests for information that may become necessary, again relieving pressure on the Client's for man hours.

5. Direct bidding and placement of all coverage and services associated with the Self Insurance Program.

Ben Few & Company, Inc. not only handles this particular service for our self-insured governmental/municipal clients, but for all of our private clients as well. Normally, it is our standard practice to engage the marketplace on behalf of clients every three years, but ultimately it is the client's decision on the frequency with which we go to bid. We prepare the specifications, issue the RFP, manage inquiries, receive proposals, evaluate proposals and present them to the Client's staff with an analysis and recommendation for approval. The entire process is facilitated by our office, so that client staff is free for other priorities.

Ben Few & Company, Inc. is well known and respected in the Florida market place as an independent, unbiased and well versed Risk Management Consulting firm and will be able to fairly bring all possible

markets into the RFP process. We have specific and extensive experience working with the major municipal insurance markets (PGIT, FMIT, Gallagher, etc.).

6. Provide a copy of all exposure data, loss information and applications that are submitted for marketing.

As part of our client filing system, all data—whether exposure, loss, financial or otherwise—is safely stored in our secured system, and electronically available to our clients at any time.

7. Follow-up on all policy maintenance requirements, such as workers compensation audits and builders risk reports.

Again, our firm maintains all policies for our clients, as part of our total policy management system, so this part of the scope of services is simply an extension of that. We prepare audit projections for all of our clients, both municipal and private, so that they know what to expect well before the audit takes place. We also like to be on premises when audits take place to ensure they are done accurately, as many times, questions from auditors can result in unnecessary reclassification of certain exposures.

8. Manage Certificate of Insurance issuances to assure they are in compliance with Client's coverage and internal procedures (Brokers will issue certificates, but the certificate terms should be monitored by the consultant).

This has become a necessary process with the newer Acord forms causing quite a bit of confusion between insureds and certificate holders of all sorts. Ben Few & Company, Inc. monitors all certificate specifics, both required of our clients and required by them to make sure all risk transfer methods are consistent.

9. Present a preliminary risk management budget to the Client each year.

This is done with all clients. We will prepare projected budgets based on perceived market conditions, along with expected loss results.

10. Present a final risk management budget to the Client each year.

The preliminary budget will be amended to reflect the actual costs of the new program.

11. Assist with developing needs for insurances not directly related to the self-insured program.

We help our clients develop all types of unique loss transfer methods, from the traditional purchase of insurance to self-insurance programs and reserving for losses not necessarily thought to be insurable.

12. Identify risk exposures and update exposure data to determine insurance policies' need for amendment.

This function goes hand-in-hand with our policy management system. Since we meet (and communicate) with clients on a regular basis, we are able to stay on top of any new or different exposures they may be facing due to change in business landscape, re-structuring, new endeavors, etc. We are able to advise all our clients on best practices for identifying new exposures as they are created, in ways that fit seamlessly into the clients' daily routines, so nothing is overlooked. The policy management system helps to support this as the information is accessible at any time, making it easy to manipulate at a moment's notice.

13. Provide loss fund recommendation reports to the Client each year, based on the corresponding actuarial reports.

Again, this a function provided to our current self-insured clients, and we anticipate providing the service for the City of Lake Worth.

14. Obtain & review all binders prior to submission to the Client.

Follow-up for receipt of and review all issued policies to assure they are complete and in compliance with quotes. Confirm accuracy, resolve any deficiencies in writing with the broker/carrier and provide the Client with documentation of the outcome.

This part of Ben Few & Company, Inc.'s total policy management system is to review binders upon receipt, and subsequently, policies for accuracy. This is included in our standard service package.

15. Review all policies prior to delivering to the Client, providing comments to show endorsements' impact within the policy wording. Also, PDF copies of all policies should be prepared for the Client and provided on DVD/CD.

As mentioned in point 14, policies are reviewed for accuracy, but a risk analysis of the various endorsement implications can be provided to the Client. Generally, we like to specify which endorsements/exclusions our clients want or do not want before we go to bid for certain coverages, so that our clients know what to expect throughout the process.

16. Assist with the development of documents as needed for any insurance related competitive process, i.e. Request for Proposals, Request for Information, Request for Qualifications, etc.

As mentioned in point 5, this is contemplated under our standard service package. Should the risk manager not want us to completely handle the competitive process in question, we are happy to help in any capacity.

17. Advise the Client of new options or funding techniques in insured and self-insured areas as well as any major new or pending legislation in any field which would affect Client's total benefit programs.

Ben Few & Company, Inc. strives to stay abreast of the latest trends and developments in the insurance industry as a whole and is dedicated to providing this information to its clients. Through membership in various professional organizations (SRMC, RIMS, PRIMA, FAIA), subscriptions to industry publications, and extensive continuing education, we are able to keep clients apprised of the latest developments in risk transfer methods, whether through self-insurance or fully-transferred products and the accompanying legislative mandates.

18. Acting on behalf of the Client, if authorized to do so by the Client in any claims.

Our firm is able to offer claim support if requested to do so by the Client. We currently provide claim support to many of our clients, both public and private.

19. Assist as committee review member or assist in the evaluation of responses to Request for Proposals, Request for Information, Request for Qualifications or as needed for any insurance related competitive process, i.e. brokers and TPA services.

As mentioned in the response to point 5, this is a standard service we provide to all of our clients. Should the Client wish, we can either handle these processes in a completely independent fashion or as part of a committee.

20. Attend Client Board meetings as needed.

In addition to meetings, Ben Few & Company, Inc. is available—and prefers—to meet face-to-face with our assigned point of contact on a regular basis, whether it be quarterly, monthly, etc.

21. Analyze claims against the Client on a periodic basis to determine trend of losses, and to project the effect of such trends upon the insured and self-insured programs. Analyze claims and loss experience to determine trend of losses and to project the effect of such trends upon the level of fund balance in the self insurance fund and to recommend appropriate levels of fund balance to maintain.

This is an integral part of the risk management process. In the response to point 13, it is mentioned that we provide loss fund recommendations to the Client—claims data plays a significant role in figuring various risk retention levels and loss funding techniques. We provide loss control and subsequent loss data analysis to most, if not all, of our clients to keep track of any developing trends. While it is our goal to eliminate any trend before it has the chance to begin, we are able to identify problematic areas and implement safety programs or other loss control measures to act as preventative maintenance through our program.

22. Continuously monitor the Client's program in order to recommend structure changes in the program, procedures or administration.

As with our monitoring the industry as a whole, we monitor our clients' programs to make sure they are as efficient and effective as possible. The biggest part of the fundamental risk management process is to make sure that the program that has been implemented is gauged for success along the way and adjusted if necessary for maximum impact.

23. Assist the Client in closing reserve accounts under prior Client insurance programs with insurance carriers.

This process is handled regardless of any anticipation of insurance-related competitive bid processes.

24. Assist with education, as needed, with City staff.

CITY OF LAKE WORTH BEACH

PROCLAMATION

WHEREAS, Breast cancer touches the lives of Americans from every background and in every community across our Nation; and

WHEREAS, Although we have made great strides in combating this devastating illness, approximately 282,000 women will be diagnosed with breast cancer this year, with over 43,000 expected to lose their lives to the disease; and

WHEREAS, During National Breast Cancer Awareness Month, we honor those we have lost, lend our strength to those who carry on the fight, and pledge to educate ourselves and our loved ones about this tragic disease; and

WHEREAS, Though the exact causes of breast cancer are unknown, understanding its risk factors is essential to prevention; and

WHEREAS, Older women and those who have a personal or family history of breast cancer are among those at greater risk of developing the illness; and

WHEREAS, Early detection is also key in the fight against breast cancer and getting recommended screening mammograms can help to detect breast cancer early.

NOW, THEREFORE, I, Betty Resch, Mayor of the City of Lake Worth Beach, Florida, by virtue of the authority vested in me and on behalf of the City Commission, do hereby proclaim:

OCTOBER 2024

as

NATIONAL BREAST CANCER AWARENESS MONTH

and encourage the citizens of Lake Worth Beach to join in activities that will increase awareness of what Americans can do to prevent breast cancer.

IN WITNESS WHEREOF, I have hereunto set my hand and caused the Seal of the City of Lake Worth Beach, Florida, to be affixed this 1st day of October, 2024.

Betty Resch, Mayor

ATTEST:

Melissa Ann Coyne, MMC, City Clerk

CITY OF LAKE WORTH BEACH

PROCLAMATION

WHEREAS, Domestic Violence Awareness Month has been recognized in our nation since 1987 and in the City of Lake Worth Beach since 2009, and established in memory of triple homicide victims Yamika Murphy, Debbie Sears Johnson and Ronald Anthony Wright; and

WHEREAS, The National Council Against Domestic Violence reports that domestic violence is one of the most chronically under-reported crimes; and

WHEREAS, More than one out of three women and more than one out of four men in the United States have experienced rape, physical violence, and/or stalking by an intimate partner in their lifetime (National Intimate Partner and Sexual Violence Survey); and

WHEREAS, The City of Lake Worth Beach passed a Zero Tolerance Domestic Violence resolution in 2011 following the murder of Martha Aguilar and works with the Palm Beach County Sheriff's Office and other agencies to provide awareness and prevention throughout our schools and community to eliminate intimate partner violence; and

WHEREAS, In the month of October, during the Domestic Violence Awareness Month, we honor victims, celebrate survivors and rededicate ourselves to breaking the cycle of violence.

NOW, THEREFORE, I, Betty Resch, Mayor of the City of Lake Worth Beach, Florida, by virtue of the authority vested in me and on behalf of the City Commission, do hereby proclaim:

OCTOBER 2024

as

DOMESTIC VIOLENCE AWARENESS MONTH

IN WITNESS WHEREOF, I have hereunto set my hand and caused the Seal of the City of Lake Worth Beach, Florida, to be affixed this 1st day of October, 2024.

Betty Resch, Mayor

ATTEST:

Melissa Ann Coyne, MMC, City Clerk

CITY OF LAKE WORTH BEACH

PROCLAMATION

WHEREAS, the Climate Change 2023: Synthesis Report listed a current temperature rise of 1.1°C leading to constant unnatural weather events bringing disarray to the planet and its inhabitants, and it reports an increase in weather-related disasters with every rise in temperature level; and

WHEREAS, Florida and its 825 miles of shoreline and low elevation points of ~100ft above sea level make the state highly susceptible to sea-level rise and other natural disasters related to climate change, and the high level of CO2 pollution also threatens to harm Florida's coral reefs and a variety of sea organisms; and

WHEREAS, the VoLo Foundation, along with other non-profit organizations, local, state, and federal partners, elected leaders, news media, volunteer and professional associations, is committed to educating Florida citizens and visitors about the climate crisis so they may take action to bring about positive, influential change to protect their families, businesses, and themselves; and

WHEREAS, the citizens of Florida are encouraged to become more aware of our changing climate and participate in the various programs during Florida Climate Week that will present and discuss solutions by visiting the Florida Climate Week website.

NOW, THEREFORE, I, Betty Resch, Mayor of the City of Lake Worth Beach, Florida, by virtue of the authority vested in me and on behalf of the City Commission, do hereby proclaim:

OCTOBER 7-13, 2024

as

FLORIDA CLIMATE WEEK IN LAKE WORTH BEACH

IN WITNESS WHEREOF, I have hereunto set my hand and caused the Seal of the City of Lake Worth Beach, Florida, to be affixed this 1st day of October, 2024.

Betty Resch, Mayor

ATTEST:

Melissa Ann Coyne, MMC, City Clerk

STAFF REPORT REGULAR MEETING

AGENDA DATE: October 1, 2024

DEPARTMENT: City Attorney

TITLE:

Settlement of personal injury lawsuit *Carlos Garcia Pina and Elizabeth Rodriguez v. City of Lake Worth Beach*

SUMMARY:

The proposed settlement for \$55,000 seeks to resolve the personal injury lawsuit of *Carlos Garcia Pina and Elizabeth Rodriguez v. City of Lake Worth Beach* (15th Judicial Circuit Case No. 502023CA005670XXXMB).

BACKGROUND AND JUSTIFICATION:

This personal injury case allegedly arose out of a January 20, 2022 motor vehicle accident between the Plaintiff and Henry White, then an employee of the City of Lake Worth Beach. Plaintiff, now age 38, was traveling south on N. Dixie Highway and stopped at the intersection with 9th Avenue North with the intent to turn left. While stopped, he was rear-ended by Mr. White who was operating a City vehicle (2015 GMC 2500 truck). Mr. White was also struck from behind. There was significant damage to the rear of Plaintiff's vehicle. As a result, Plaintiff allegedly suffers from frequent headaches along with neck and low back pain radiating into his extremities potentially due to herniations at C4-7 and a disc bulge at L5-S1 for which Plaintiff has received treatment including a radiofrequency ablation and which may require future care including injections, rhizotomies and surgical intervention. Currently, Plaintiff's medical bills total \$90,322.50.

Plaintiff's wife also asserted a consortium claim and testified they separated as a result of the accident.

Based on liability being averse to the City, the amount of medical bills incurred and the future care recommendations, the parties tentatively agreed to a settlement amount of \$55,000 contingent upon City Commission approval. The Plaintiff will provide a release of the City in exchange for the settlement amount.

MOTION:

Move to approve/disapprove settlement for \$55,000 to resolve the personal injury lawsuit of *Carlos Garcia Pina and Elizabeth Rodriguez v. City of Lake Worth Beach* (15th Judicial Circuit Case No. 502023CA005670XXXMB).

ATTACHMENT(S):

Fiscal Impact Analysis

FISCAL IMPACT ANALYSIS

Five Year Summary of Fiscal Impact:

Fiscal Years	2025	2026	2027	2028	2029
Inflows/Revenues					
Appropriated (Budgeted)	0	0	0	0	0
Program Income	0	0	0	0	0
Grants	0	0	0	0	0
In Kind	0	0	0	0	0
Outflows/Expenditures					
Appropriated (Budgeted)	\$55,000	0	0	0	0
Operating	0	0	0	0	0
Capital	0	0	0	0	0
Net Fiscal Impact					
<i>(If not budgeted)</i>	0	0	0	0	0
No. of Addn'l Full-Time					
Employee Positions	0	0	0	0	0

Contract Award - Existing Appropriation (Budgeted)	
	Expenditure
Department	Self-Insurance Fund
Division	Property & Liability
GL Description	Insurance/ Deduct/ Non-Covered Losses
GL Account Number	520-1331-513.45-60
Project Number	N/A
Requested Funds	\$55,000
Remaining Balance	\$706,400
Source of Revenue (i.e. Paygo. Current Revenue, Bond Money, Grants, etc.)	Current Revenues

STAFF REPORT REGULAR MEETING

AGENDA DATE: October 1, 2024

DEPARTMENT: Electric Utility

TITLE:

Amended and Restated Transmission Operator Alliance Agreement

SUMMARY:

The Electric Utility's Transmission Operator Alliance Agreement ("Alliance Agreement") is being revised to reflect administrative changes requested by Orlando Utilities Commission

BACKGROUND AND JUSTIFICATION:

The City of Lake Worth Beach, FL ("City") previously approved and executed an Alliance Agreement with Orlando Utilities Commission (OUC), Kissimmee Utility Authority (KUA), and Beaches Energy Services (Beaches Energy) to prepare for City's Electric Utility's added compliance responsibilities arising from the City's Electric Utility's second transmission interconnection (aka "second tie line") to the Florida Power & Light electric transmission system. The addition of the second tie line requires City to register as a Transmission Operator (TOP) as defined by the North American Reliability Corporation (NERC) and comply with additional compliance standards.

The Alliance Agreement has undergone administrative revisions previously requested by OUC and recently further revised at the request of OUC, and which are acceptable to City Staff and City Counsel.

MOTION:

Move to approve/disapprove the Amended and Restated Transmission Operator Alliance Agreement, and to grant the City Manager authority to sign future amendments if other non-material changes are made (as determined by both the City's Electric Utility Director and City Attorney).

ATTACHMENT(S):

Fiscal Impact Analysis N/A

Amended and Restated Alliance Agreement (edited and clean versions)

**AMENDED AND RESTATED
TRANSMISSION OPERATOR ALLIANCE AGREEMENT**

AMONG

**ORLANDO UTILITIES COMMISSION, KISSIMMEE UTILITY AUTHORITY,
THE CITY OF JACKSONVILLE BEACH, D/B/A, BEACHES ENERGY SERVICES
AND CITY OF LAKE WORTH BEACH**

THIS AMENDED AND RESTATED TRANSMISSION OPERATOR ALLIANCE AGREEMENT (“Alliance Agreement”) is made as of the ____ day of _____, (the “**Effective Date**”) by and between **ORLANDO UTILITIES COMMISSION (“OUC”), KISSIMMEE UTILITY AUTHORITY (“KUA”), and THE CITY OF JACKSONVILLE BEACH, D/B/A, BEACHES ENERGY SERVICES (“BEACHES ENERGY”)** (collectively referred to as the “**Original Parties**”) and **CITY OF LAKE WORTH BEACH (“CLWB”)**, (the Original Parties and CLWB shall be collectively referred to herein as the “**Parties**” and separately as a “**Party**”).

RECITALS

WHEREAS, each of the Parties is a NERC registered Transmission Operator (“**TOP**”) responsible for the reliability of its local Transmission system; and

WHEREAS, the Original Parties formed a joint Bulk Electric System Transmission Operator alliance (the “**Alliance**”) to reduce their respective liabilities related to CIP compliance and achieve greater efficiencies and cost savings through economies of scale realized from creating a single centralized TOP Control Center (primary and back-up) and share in the cost of operating one centralized TOP; and

WHEREAS, the Original Parties entered into that certain Transmission Operation Alliance Agreement dated January 22, 2015 (the “**Original Agreement**”), under which OUC was designated and authorized to act as the NERC certified system operator for the Alliance, to govern the operation of the Alliance; and

WHEREAS, CLWB desires to become a member of the Alliance and the Original Parties agree to allow CLWB to become a member of the Alliance, on the terms and conditions set forth herein; and

WHEREAS, the Parties desire to amend and restate the Original Agreement in its entirety to reflect admission of CLWB into the Alliance, as set forth in this Alliance Agreement.

NOW THEREFORE, the Parties agree as follows:

1. **RECITALS.** The foregoing recitals are true and correct and are incorporated herein by this reference.

2. **DEFINITIONS.** The Parties agree that in construing this Alliance Agreement, capitalized words, phrases and terms used in this Alliance Agreement unless the context requires otherwise shall have the meaning set forth in Schedule A to this Alliance Agreement, which is incorporated herein by this reference.

3. **TERM AND TERMINATION.** This Alliance Agreement shall commence on the Effective Date and shall continue in perpetuity; provided, however, that any Party at any time may withdraw from the Alliance, and thereby terminate its participation in this Alliance Agreement, upon giving written notice of its intent to withdraw to all Parties no later than three years prior to the notified termination date.

4. **ORGANIZATION AND GOVERNANCE.**

(a) **Establishment of Committees.** As a means of securing effective cooperation, exchange of information and orderly management of the Alliance, the Parties agree that oversight and governance of the Alliance will be provided by an Executive Committee and an Operating Committee shall be established for oversight of operational matters as set forth below:

(i) **Executive Committee.** Each Party, by written notice signed by an officer duly authorized to commit such Party, shall designate a representative to serve on the Executive Committee and an alternate authorized to act in the absence of the designated representative.

(1) **Function of the Executive Committee.** The Executive Committee shall implement this Alliance and shall be responsible for determining policy with respect to all matters within the scope of this Alliance. The Executive Committee will further serve to resolve any disputes between the parties arising under the Alliance prior to going into litigation. Each member of the Executive Committee shall be entitled to one vote. All decisions by the Executive Committee shall be by a super majority consent (greater than 2/3 or 67% of those members present).

(2) **Executive Committee Meetings.** At least ten (10) days written notice of any meetings of the Executive Committee shall be given by the chairman to each member and alternate member of the Executive Committee. The notice shall state the time and place of the meeting and shall include an agenda of the items to be considered. Except by unanimous consent of those present, no action shall be taken on any item other than those included on the agenda. The roles of committee officers and the parliamentary procedure used to conduct meetings shall be as generally described in Robert's Rules of Order.

(3) **The Executive Committee,** at least annually at an appropriate location, shall review the operations of the Alliance and make a good faith effort to resolve any inequities for any of the Parties which have arisen from the operation of the Alliance, or as a result of the terms of the definitive agreement or any other agreement(s) between the Parties. The Executive Committee shall meet at least annually and at such times as the chairman may determine or as requested by two or more of the Executive Committee members.

(4) A representative from OUC shall serve as the inaugural chairman of the Executive Committee for an initial term to be decided by the Executive Committee. The Executive Committee shall select from among its members a vice chairman who will serve for the initial term. Thereafter, the Executive Committee shall select from among its members a chairman and vice chairman who will serve a term of two years. Commencing thereafter, and every two years thereafter, the vice chairman shall become the chairman and a new vice chairman shall be selected by the Executive Committee. If the chairman or vice chairman position becomes vacant, the Executive Committee shall select from among its members a chairman or vice chairman who shall serve the remainder of the term for the vacant position. Notwithstanding the foregoing, should the chairman position becomes vacant and a vice chairman was selected, then said vice chairman shall become the new chairman and a new vice chairman shall be selected by the Executive Committee.

(ii) Appointment of Members to Operating Committee. Each member of the Executive Committee shall appoint by written notice to the other members, a representative and alternate(s) to serve on the Operating Committee.

(1) Function of the Operating Committee. The Operating Committee shall be responsible for oversight of operational matters with respect to the Alliance and shall develop an Alliance Handbook (“Handbook”) containing governing practices, procedures, policies, methodologies and other governing document for the Alliance and shall submit the same to the Executive Committee for approval. These practices shall be consistent with applicable NERC Reliability Standards where applicable. The Operating Committee shall also be responsible for ensuring the performance of all tasks and functions associated with compliance with the NERC Reliability Standards requirements. In order to fulfill the assigned responsibilities, the Operating Committee chairman shall have the authority to establish such subcommittees, working groups and task forces as he or she deems necessary. The Executive Committee may delegate authority to the Operating Committee to amend certain portions of the Handbook; decisions on such amendments shall be by the same voting requirements of the Executive Committee. All other decisions of the Operating Committee shall be by a majority vote of those members present. In the event of a tie-vote during Operating Committee meetings and a necessity to proceed with a timely decision due to safety, operational, compliance or economic considerations, the chairman of the Operating Committee shall communicate to the Executive Committee the details around any vote that requires a tie-breaking vote. Subsequently, the Executive Committee shall convene and cast the tie-breaking vote.

(2) Operating Committee Meetings. Except as provided in Section (4)(a)(ii)(3) below, at least ten (10) days written notice of any meetings of the Operating Committee shall be given by the chairman to each member of the Operating Committee. The notice shall state the time and place of the meeting and shall include an agenda of the items to be considered. Except by unanimous consent of those present, no action shall be taken on any item other than those included on the agenda. The roles of committee officers and the parliamentary procedure used to conduct meetings shall be as generally described in Robert’s Rules of Order.

(3) The Operating Committee, at least annually, shall review the operations of the Alliance and make a good faith effort to resolve any inequities for any of the Parties which have arisen from the operation of the Alliance, or as a result of the terms of the

definitive agreement or any other agreement(s) between the Parties. The Operating Committee shall meet in person at least annually and at such times as the chairman may determine or as requested by two or more of the Operating Committee members. Notwithstanding anything to the contrary herein, the chairman may call for meetings or conference calls, with or without notice, on an as needed basis when operational circumstances or compliance related events dictate.

(4) A representative from OUC shall serve as the inaugural chairman of the Operating Committee for an initial term to be decided by the Operating Committee. The Operating Committee shall select from among its members a vice chairman who will serve for the initial term. Thereafter, the Operating Committee shall select from among its members a chairman and vice chairman who will serve a term of two years. Commencing thereafter, and every two years subsequently, the vice chairman shall become the chairman and a new vice chairman shall be selected by the Operating Committee.

(b) Authorization of Committee Action and Conduct of Meetings. The Parties recognize that certain actions or recommendations of the Executive and Operating Committees may require further authorization of their respective governing boards consistent with existing charter and other procedures applicable to each. The Parties further acknowledge that the Executive and Operating Committees need to be familiar with and be prepared to comply with all applicable notice, recordkeeping and other requirements set forth in Florida's open meetings law, as set forth in Florida Statutes, Chapter 286, to the extent meetings of either committee are subject to the law.

5. **ROLES, RESPONSIBILITIES AND AUTHORITY OF THE PARTIES.** The roles, responsibilities and authority of the Parties in conducting the business of the Alliance are set forth in the following:

(a) TOP Alliance Handbook. After execution of this Agreement, the Parties will develop a TOP Alliance Handbook ("Handbook") containing the governing policies, procedures, methodologies and similar governing documents for the business of the Alliance. The TOP Alliance Handbook will be approved by the Executive Committee and is hereby incorporated into this agreement by reference. Amendments to the Handbook may be made by the Executive Committee, which may delegate authority to amend certain portions of the Handbook to the Operating Committee.

(b) Registration Assignment. OUC shall act as Agent for the performance of TOP Control Center based functions and as such OUC shall be the NERC certified System Operator for the Parties' Bulk Electric System with respect to Transmission Operations Control Center functions. The Parties agree to enter into a NERC Coordinated Functional Registration Agreement ("Registration Agreement") with OUC as necessary for the performance of and compliance with all NERC Reliability Standards and requirements within said standards with respect to the matters contemplated herein, and is attached hereto and incorporated herein as Registration Agreement. The responsibility for performing and demonstrating compliance to each individual NERC requirement applicable to TOPs will be set forth within the Registration Agreement ("CFR Spreadsheet: CEP-IDE-305"), as may be amended. Any requirements not assigned to OUC according to the Registration Agreement will remain the responsibility of the individual entities. The Registration Agreement will be submitted to SERC for approval;

however non-approval does not release any member from performance of said requirements as assigned in the Registration Agreement. Amendments to the Registration Agreement shall be considered upon changes in regulation, such as when FERC approves a NERC standard, and best efforts by all Parties shall be made to incorporate any necessary changes to comply with the new or revised regulation before the effective date of that regulation. OUC shall be responsible for maintaining the Registration Agreement and bringing to the attention of the Executive Committee required modifications. Any necessary amendments to the Registration Agreement shall be made by the Executive Committee.

Parties agree to provide OUC, as needed, with sufficient data and information to demonstrate full compliance with requirements assigned to OUC as identified within the Registration Agreement but not specifically required to be performed within a Control Center.

In addition, the Parties agree to:

- (a) Authorize OUC to arrange for new interchange agreements if needed.
- (b) Provide OUC with studies to be used to plan for reliable operations.
- (c) Ensure the TOP System Operator participates in the Parties system planning process.
- (d) Notify OUC of any of the following:
 - (i) Intent to implement an Under Voltage Load Shed system
 - (ii) Any changes in protection systems configurations or settings
 - (iii) Any relay or equipment failures
 - (iv) Any significant changes in load
- (e) Implement and abide by the following which may be modified from time to time and or hereby incorporated by reference:
 - (i) OUC GMD Operating Procedure
 - (ii) OUC Event Reporting Operating Plan
 - (iii) OUC SOL Identification Methodology
- (c) Other OUC Responsibilities. OUC will further be responsible for:
 - a. Maintaining OUC Control Center Facility to the current version of the NERC CIP Standards
 - b. Maintaining NERC Certified Personnel.

- c. Ensuring the Control Center Operators follow OUC operational procedures and processes.
- d. Obtaining TOP Control Center Certification.
- e. Fulfilling applicable obligations of the Reliability Coordinator (e.g., the FRCC Handbook), including those not contained within the NERC standards.

(d) No Preference. OUC will perform its responsibilities associated with this Alliance Agreement without any preferential treatment to any member of the Alliance.

6. COST AND LIABILITY SHARING

(a) Initial Cost. The Original Parties have made a one-time, non-refundable fee for the initial investment, set-up for each Party and upgrading of the Control Center. The initial cost was set at \$585,000 per participant based on the number of original Alliance members. Should additional participants (“**New Members**”) enter into the Alliance, they shall be responsible for all modeling (SCADA, EMS, etc.) and other up-front costs associated with integration into the Alliance and such other charges as determined by the Executive Committee.

(b) Annual Operating Costs. Each Party agrees to an equal share in the actual cost of operating the Control Center(s) including costs associated with system operators, EMS support, software, hardware, and compliance labor.

(c) Sharing of Penalties, Sanctions or Fines.

(i) Unless overridden by unanimous vote of the Executive Committee, any penalties, sanctions, fines or costs associated therewith assessed by FERC, NERC, or SERC upon OUC for OUC’s responsibilities as established in the Registration Agreement for actual or alleged violations of a Reliability Standard, except as caused by gross negligence, shall be allocated equally amongst the Parties. This equal allocation shall not apply to penalties, sanctions, fines or costs (“liability”) assessed against any Party for any requirement not set forth in the Registration Agreement. Such liability would remain that Party’s responsibility alone.

(ii) Any penalties, sanctions, fines or costs associated therewith assessed by FERC, NERC, or SERC upon a Party other than OUC for that Party’s responsibilities as established in the Registration Agreement for actual or alleged violations of a Reliability Standard shall be borne by that Party.

(d) Annual Budgeting Process.

(i) Budgeted Expenditures. Annually, by April 30th, OUC will present an operating budget and capital plan to the Executive Committee. The purpose shall be to inform the Alliance members as to their expected share of the expenses so they can properly adjust their own budgets for the upcoming fiscal year. The operating component of the budget will be comprised primarily of System Operator, Compliance staff, and EMS labor charges and will be considered non-

discretionary. Approval by the Executive Committee shall be requested and such approval shall not be unreasonably withheld. The capital plan will be a forecast of the capital expenditures that OUC deems necessary for the upcoming year. Approval by the Executive Committee shall be requested and such approval shall not be unreasonably withheld. OUC shall not be obligated to and shall have sole discretion whether to fund any portion of the budget that is not approved by the Executive Committee.

(ii) Budget Amendments. In the course of any business, situations arise where expenditures may be required that were unexpected at the time the budget was formulated. For such cases, where expenditures are forecast to exceed the originally presented budgets, OUC shall develop a budget amendment and seek approval by the Executive Committee (“Budget Amendment”).

(iii) Actual vs. Budget Reporting. At a frequency determined by the Executive Committee, but, initially quarterly, OUC shall report on actual expenditures as compared to budget.

(e) Payment. OUC shall invoice the Alliance members monthly and such monthly invoice shall include: (i) a portion of the Initial Costs as set forth in paragraph 6(a) of this Alliance Agreement, if any and if payment for those costs are to be scheduled over a mutually agreed number of months; and (ii) actual Operating Costs as set forth in paragraph 6(b) of this Alliance Agreement. Each Party agrees to pay OUC all amounts due within 30 days of receipt of the monthly invoice. In the event of any dispute as to any portion of any bill, the Party shall nevertheless pay the full amount of the disputed charges when due and shall, within 45 days from the date of the disputed bill, give written notice of the dispute to the Executive Committee for settlement within 60 days. Such notice shall identify the disputed bill, state the amount in dispute and set forth a full statement on the ground on which the dispute is based. No adjustment shall be considered or made for disputed charges unless required notice is given.

(f) Audit Rights. Any Party or its designee shall have the right, at its sole expense and during normal working hours, to examine any and all records to the extent reasonably necessary to verify the accuracy of any statement, charge or computation made pursuant to this Alliance Agreement and/or the operation of the Alliance. If any such examination reveals any inaccuracy in any statement, the necessary adjustments in such statement and the payments thereof will be made promptly and shall bear interest calculated at the interest rate of one percent (1%) per month, compounded monthly from the date the overpayment or underpayment was made until paid. The aforesaid audit rights are limited to 24 months after the issuance of any particular invoice.

7. ADMISSION OF NEW MEMBERS

(a) New members may be admitted to the Alliance from time to time, subject to approval of the Executive Committee and compliance with the provisions of Section 6 (a) and following compliance with the provisions of Section 6 (b).

(b) In order for a New Member to be admitted to the Alliance, such entity shall have executed and delivered to the Parties a written undertaking substantially in the form of the Joinder Agreement, which is attached hereto as Joinder Agreement and incorporated herein.

8. **DISPUTES RESOLUTION.** The Parties shall first negotiate in good faith to attempt to resolve any dispute, controversy or claim arising out of, under, or relating to the Alliance (a “Dispute”). In the event the Parties are unsuccessful in resolving a Dispute through such negotiations, the Parties must elevate the Dispute to the Executive Committee. If the Executive Committee cannot reach consensus in accordance with its parliamentary procedures, either Party may proceed immediately to litigation concerning the Dispute.

(a) **Good-Faith Negotiations.** The process of “good-faith negotiations” requires that each Party set out in writing to the other its reason(s) for adopting a specific conclusion or for selecting a particular course of action, together with the sequence of subordinate facts leading to the conclusion or course of action. The Parties shall attempt to mutually agree to a resolution of the Dispute. A Party shall not be required as part of these negotiations to provide any information which is confidential or proprietary in nature unless it is satisfied in its discretion that the other Party will maintain the confidentiality of and will not misuse such information or any information subject to attorney-client or other privilege under applicable law regarding discovery and production of documents.

(b) The negotiation process shall include at least one meeting to discuss any Dispute (with no obligation to have more than two meetings). Each Party must be represented at such meeting(s) by a person who has the authority to resolve the Dispute or has the authority to recommend settlement to the Party’s general manager or governing board. Unless otherwise mutually agreed, the first meeting shall take place within ten days after either Party has received notice from the other of the desire to commence formal negotiations concerning the Dispute. Unless otherwise mutually agreed, the second meeting shall take place no more than ten days later. In the event a Party refuses to attend a negotiation meeting, either Party may proceed immediately to the Executive Committee concerning the Dispute.

9. **INDEMNIFICATION.** To the extent permitted by law and without waiving sovereign immunity or the limits of liability contained in Florida Statute 768.28, each Party shall indemnify the other Parties and each of the other Party’s respective commissioners, directors, officers, managers, employees, agents, representatives, successors and assigns (the “Indemnified Parties”) from and against any and all claims brought by third parties for personal injury, death or property damage, including attorneys’ fees, which arise out of the Party’s willful misconduct, gross negligence, or willful violation of state, federal or local law in the performance of work, services or operations pursuant to the Transmission Operator Alliance Agreement. This Section 9 does not apply to any penalties, sanctions, fines, or costs referenced in Section 6.

10. **NOTICES.** Any notices which may be permitted or required hereunder shall be in writing, shall be delivered both electronically via e-mail and physically by overnight courier or hand delivery, and shall be deemed to have been duly given (i) one day after depositing with a nationally recognized overnight courier service, or (ii) on the day of hand delivery (provided such delivery occurs prior to 5:00 pm, Eastern Standard Time, as applicable), to the address listed below or to

such other address as a Party may from time to time designate by written notice in accordance with this paragraph:

To OUC: Vice President, Transmission
100 West Anderson Street
Orlando, Florida 32802

With a copy to: Office of General Counsel
100 West Anderson Street
Orlando, Florida 32802

To KUA: Vice President of Operations
1701 W. Carroll St.
Kissimmee, FL 34741

With copy to: General Counsel
1701 W. Carroll St.
Kissimmee, FL 34741

To Beaches Energy: Mike Staffopoulos
City Manager
CityManager's Office@jaxbchfl.net
11 3rd St. N
Jacksonville Beach, FL 32250

With copy to: Allen Putnam
Electric Director
aputnam@beachesenergy.com
Beaches Energy Services
1460 Shetter Avenue
Jacksonville Beach, FL 32250

With copy to: Kenneth Wathen
System Operations Supervisor
kwathen@beachesenergy.com
Beaches Energy Services
1460 Shetter Avenue
Jacksonville Beach, FL 32250

With copy to: Don Cuevas
Engineering Supervisor
dcuevas@beachesenergy.com
Beaches Energy Services
1460 Shetter Avenue
Jacksonville Beach, FL 32250

With copy to: Carolyn Woodard

Regulatory Compliance Officer
Electrical Engineer
cwoodard@beachesenergy.com
Beaches Energy Services
1460 Shetter Avenue
Jacksonville Beach, FL 32250

To CLWB: Jamie Brown
City Manager
7 North Dixie Highway
Lake Worth Beach, FL 33460
jbrown @LakeWorthBeachfl.gov

With copy to: Edward Liberty
Director of Electric Utilities
1900 2nd Avenue North
Lake Worth Beach, FL 33461
eliberty@LakeWorthBeachfl.gov

With copy to: Jason Bailey
Assistant Director – System Operations
1900 2nd Avenue North
Lake Worth Beach, FL 33461
jbailey@LakeWorthBeachfl.gov

With copy to: Alyssa Kirk
NERC Compliance Manager
1900 2nd Avenue North
Lake Worth Beach, FL 33461
akirk@LakeWorthBeachfl.gov

11. **NO JOINT VENTURE.** The Parties intend by this Alliance Agreement to establish the basis upon which they will cooperate together, but on an independent basis. This Alliance Agreement does not constitute or create a joint venture, partnership, or any other similar arrangement between the Parties. Each of the Parties are independent and except as expressly provided herein, none of them are an agent of, nor has the authority to bind the others for any purpose. No Party shall bind any other, or represent that it has the authority to do so.

12. **NO CONSEQUENTIAL DAMAGES.** Notwithstanding anything to the contrary elsewhere in the Alliance Agreement, in no event shall any Party be liable to any other Party for indirect, incidental, special or consequential damages, including, but not limited to, loss of revenue, loss of profit, cost of capital, or loss of opportunity regardless of whether such liability arises out of contract, tort (including negligence), strict liability, or otherwise.

13. **NO THIRD-PARTY BENEFICIARIES.** This Alliance Agreement shall inure to the benefit of and be binding upon each of the Parties and their respective successors and upon their

assigns pursuant to the provisions of Section 15 hereof. Nothing in this Alliance Agreement, express or implied, is intended to confer upon any other person, organization or entity any rights or remedies hereunder.

14. **AMENDMENTS AND WAIVERS.** Each Party may request changes to this Alliance Agreement. Any changes, modifications, revisions or amendments to this Alliance Agreement which are mutually agreeable upon and between the Parties to this Alliance Agreement shall be incorporated by written instrument and effective when executed and signed by all Parties to this Alliance Agreement.

15. **NO ASSIGNMENT.** No Party may assign or otherwise transfer to or permit any third-parties to exercise any rights granted hereunder unless approved by all Parties.

16. **CHANGES IN LAW.** The understandings contained herein are premised upon and assume a continuation of present laws and regulations and the administration interpretation and application thereof in substantially the same manner as on the Effective Date of this Agreement. Should any applicable law or regulation, or the administration or interpretation thereof by NERC or any governmental entity, change in any manner, and any such change increases the cost to OUC for providing the centralized TOP Control Centers, (including the imposition of any new tax, fee or surcharge other than federal, state or local taxes based on net income), then OUC shall be entitled to calculate the impact thereof and recover such added expenses without profit, on an equitable pro rata basis, from all of the Parties in accordance with the budgeting process described in Section 6(d) of this Alliance Agreement.

17. **MISCELLANEOUS.**

(a) **Entire Agreement.** This Alliance Agreement contains the entire understanding of the Parties with respect to the matters set forth herein and no other agreement, oral or written, not set forth herein, nor any course of dealings of the Parties, shall be deemed to alter or affect the terms and conditions set forth herein.

(b) **Applicable Law.** This Alliance Agreement shall be construed in accordance with the laws of the State of Florida.

(c) **Headings.** The section headings in this Alliance Agreement are for convenience only, shall in no way define or limit the scope or content of this Alliance Agreement, and shall not be considered in any construction or interpretation of this Alliance Agreement or any part hereof.

(d) **Construction.** Where the sense of this Alliance Agreement requires, any reference to a term in the singular shall be deemed to include the plural of said term, and any reference to a term in the plural shall be deemed to include the singular of said term.

(e) **Counterparts.** This Alliance Agreement may be executed in counterparts, each of which shall constitute an original, but all taken together shall constitute one and the same Alliance Agreement

(f) Representation. The Party's City Manager or General Manager, will have the authority to execute and amend any exhibits to this agreement and is designated as the official with the full power to represent the party in all dealings related to this agreement.

IN WITNESS WHEREOF, the Parties to this Alliance Agreement through their duly authorized representatives have executed and delivered this Alliance Agreement to evidence their respective agreement to its terms and conditions of this Alliance Agreement.

ATTEST:

ORLANDO UTILITIES COMMISSION

By: _____

Clint Bullock
General Manager & CEO

Title: _____

Approved As To Form And Legality

Attorney

ATTEST:

KISSIMMEE UTILITY AUTHORITY

By: _____

Brian Horton
President & General Manager

Title: _____

Approved As To Form And Legality

Attorney

ATTEST:

BEACHES ENERGY SERVICES

By: _____

Mike Staffopoulos
City Manager

Title: _____

Approved As To Form And Legality

Attorney

ATTEST:

CITY OF LAKE WORTH BEACH, FLORIDA

By:

By:

Melissa Ann Coyne, City Clerk

Betty Resch, Mayor

APPROVED AS TO FORM AND LEGAL
SUFFICIENCY:

APPROVED FOR FINANCIAL SUFFICIENCY:

By:

By:

Glen J. Torcivia, City Attorney

Yannick Ngendahayo, Financial Services Director

SCHEDULE A

DEFINITIONS

Agent: OUC acting as the agent of Alliance members, for the sole and limited purpose of performing the TOP Agent Functions as enumerated herein.

TOP Control Center Functions: Those NERC requirements applicable to a TOP registered entity, and performed by a Certified System Operator within a Control Center.

Bulk Electric System or “BES” (becomes effective on 7/1/14): Unless modified by the lists shown below, all Transmission Elements operated at 100 kV or higher and Real Power and Reactive Power resources connected at 100 kV or higher. This does not include facilities used in the local distribution of electric energy.

Inclusions:

- I1 - Transformers with the primary terminal and at least one secondary terminal operated at 100 kV or higher unless excluded under Exclusion E1 or E3.
- I2: Generating resource(s) including the generator terminals through the high-side of the step-up transformer(s) connected at a voltage of 100 kV or above with:
 - Gross individual nameplate rating greater than 20 MVA. Or,
 - Gross plant/facility aggregate nameplate rating greater than 75 MVA
- I3 - Blackstart Resources identified in the Transmission Operator’s restoration plan.
- I4: Dispersed power producing resources that aggregate to a total capacity greater than 75 MVA (gross nameplate rating), and that are connected through a system designed primarily for delivering such capacity to a common point of connection at a voltage of 100 kV or above. Thus, the facilities designated as BES are:
 - The individual resources, and
 - The system designed primarily for delivering capacity from the point where those resources aggregate to greater than 75 MVA to a common point of connection at a voltage of 100 kV or above.
- I5: Static or dynamic devices (excluding generators) dedicated to supplying or absorbing Reactive Power that are connected at 100 kV or higher, or through a dedicated transformer with a high-side voltage of 100 kV or higher, or through a transformer that is designated in Inclusion I1 unless excluded by application of Exclusion E4

Exclusions:

- E1 - Radial systems: A group of contiguous transmission Elements that emanates from a single point of connection of 100 kV or higher and:
 - a) Only serves Load. Or,
 - b) Only includes generation resources, not identified in Inclusion I3, with an aggregate capacity less than or equal to 75 MVA (gross nameplate rating). Or,
 - c) Where the radial system serves Load and includes generation resources, not identified in Inclusion I3, with an aggregate capacity of non-retail generation less than or equal to 75 MVA (gross nameplate rating).

Note 1: A normally open switching device between radial systems as depicted on prints or one-line diagrams for example, does not affect this exclusion)

- Note 2: The presence of a contiguous loop, operated at a voltage level of 50 kV or less between configurations being considered as radial systems, does not affect this exclusion. E2 - A generating unit or multiple generating units on the customer's side of the retail meter that serve all or part of the retail Load with electric energy if: (i) the net capacity provided to the BES does not exceed 75 MVA, and (ii) standby, back-up, and maintenance power services are provided to the generating unit or multiple generating units or to the retail Load by a Balancing Authority, or provided pursuant to a binding obligation with a Generator Owner or Generator Operator, or under terms approved by the applicable regulatory authority.
- E3 - Local networks (LN): A group of contiguous transmission Elements operated at or above 100 kV but less than 300 kV that distribute power to Load rather than transfer bulk power across the interconnected system. LN's emanate from multiple points of connection at 100 kV or higher to improve the level of service to retail customer Load and not to accommodate bulk power transfer across the interconnected system. The LN is characterized by all of the following:
 - a) Limits on connected generation: The LN and its underlying Elements do not include generation resources identified in Inclusion I3 and do not have an aggregate capacity of non-retail generation greater than 75 MVA (gross nameplate rating);
 - b) Power flows only into the LN and the LN does not transfer energy originating outside the LN for delivery through the LN; and
 - c) Not part of a Flowgate or transfer path: The LN does not contain a monitored Facility of a permanent Flowgate in the Eastern Interconnection, a major transfer path within the Western Interconnection, or a comparable monitored Facility in the ERCOT or Quebec Interconnections, and is not a monitored Facility included in an Interconnection Reliability Operating Limit (IROL).

- E4 – Reactive Power devices owned and operated by the retail customer solely for its own use. Note - Elements may be included or excluded on a case-by-case basis through the Rules of Procedure exception process.

Control Center: One or more facilities hosting operating personnel that monitor and control the Bulk Electric System (BES) in real-time to perform the reliability tasks, including their associated data centers, of: 1) a Reliability Coordinator, 2) a Balancing Authority, 3) a Transmission Operator for transmission Facilities at two or more locations, or 4) a Generator Operator for generation Facilities at two or more locations.

Coordinated Functional Registration: refers to where two or more registered entities agree to a division of compliance responsibility among them for a particular function. A written agreement between the co-registrants identifies each entity's responsibility for one or more NERC Reliability Standards for that function, and may specify each entity's responsibility for one or more requirements within a standard(s).

Critical Infrastructure Protection Standards: refers to the standards and requirements promulgated by NERC covering the security of electronic perimeters and the protection of critical cyber assets as well as personnel and training, security management and disaster recovery planning.

EMS: Energy Management System.

FERC: The Federal Energy Regulatory Commission, or its successor.

FRCC: The Florida Reliability Coordinating Council, Inc., or its successor.

SERC: SERC Reliability Corporation, or its successor.

Joinder Agreement: means the joinder agreement in form and substance as attached hereto as.

NERC: The North American Electric Reliability Corporation, or its successor.

Operations Date: shall mean the date on which a Party transfers monitoring and control of their BES TOP assets to OUC.

Reliability Standards: A requirement, approved by the United States Federal Energy Regulatory Commission under Section 215 of the Federal Power Act, or approved or recognized by an applicable governmental authority in other jurisdictions, to provide for reliable operation of the bulk-power system [Bulk-Power System]. The term includes requirements for the operation of existing bulk-power system [Bulk-Power System] facilities, including cyber security protection, and the design of planned additions or modifications to such facilities to the extent necessary to provide for reliable operation [Reliable Operation] of the bulk-power system [Bulk-Power System], but the term does not include any requirement to enlarge such facilities or to construct new transmission capacity or generation capacity.

Transmission: An interconnected group of lines and associated equipment for the movement or transfer of electric energy between points of supply and points at which it is transformed for delivery to customers or is delivered to other electric systems.

Transmission Operator or “TOP”: The entity responsible for the reliability of its “local” transmission system, and that operates or directs the operations of the transmission facilities.

Transmission Operator Area: The collection of Transmission assets over which the Transmission Operator is responsible for operating.

Registration Agreement

(Refer to OUC document: CEP-IDE-305)

Joinder Agreement

JOINDER AGREEMENT

THIS JOINDER AGREEMENT (“**Joinder Agreement**”), dated as of _____, (the “**Effective Date**”) is made and executed in connection with the Amended and Restated Transmission Operator Alliance Agreement dated January _____, as amended from time to time (“**Alliance Agreement**”), among **ORLANDO UTILITIES COMMISSION (“OUC”)**, **KISSIMMEE UTILITY AUTHORITY (“KUA”)**, **THE CITY OF JACKSONVILLE BEACH, D/B/A, BEACHES ENERGY SERVICES (“BEACHES ENERGY”)** and **CITY OF LAKE WORTH BEACH (“CLWB”)**.

1. Effective Date. This Joinder Agreement shall be effective as of the Effective Date and shall be a part of and incorporated into the Alliance Agreement
2. Definitions. Capitalized terms used herein without definition shall have the meanings ascribed thereto in the Alliance Agreement.
3. Joinder. Pursuant to and in accordance with Section 7(b) of the Alliance Agreement, the undersigned hereby acknowledges that it has received and reviewed a complete copy of the Alliance Agreement and agrees that upon execution of this Joinder, such entity shall become a party to the Alliance Agreement and shall be fully bound by, and subject to, all of the covenants, terms, and conditions of the Alliance Agreement as though an original party thereto and shall be deemed, and is hereby admitted as, a member of the Alliance for all purposes thereof and entitled to all the rights incidental thereto.
4. Control Center Cutover. The Parties have developed a TOP Control Center Cutover schedule for the New Member. The Control Center Cutover schedule as agreed to by the parties which is hereby incorporated herein by this reference. The New Member shall submit to FRCC notice of moving its primary and back-up Control Center(s) to OUC.
5. Costs. Pursuant to and in accordance with Section 6(a) of the Alliance Agreement, the New Member acknowledges that it shall be responsible for all modeling (SCADA, EMS, etc.) and all costs associated with integration into the Alliance and such other charges as determined by the Executive Committee.
6. No Amendment. This Joinder Agreement does not and shall not be deemed to amend, change or modify the Alliance Agreement.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the party hereto has executed this Joinder Agreement as of this ____ day of _____.

NEW MEMBER

By: _____

Name: _____

Title: _____

**AMENDED AND RESTATED
TRANSMISSION OPERATOR ALLIANCE AGREEMENT**

AMONG

**ORLANDO UTILITIES COMMISSION, KISSIMMEE UTILITY AUTHORITY,
THE CITY OF JACKSONVILLE BEACH, D/B/A, BEACHES ENERGY SERVICES
AND CITY OF LAKE WORTH BEACH**

THIS AMENDED AND RESTATED TRANSMISSION OPERATOR ALLIANCE AGREEMENT (“Alliance Agreement”) is made as of the ____ day of _____, (the “**Effective Date**”) by and between **ORLANDO UTILITIES COMMISSION (“OUC”), KISSIMMEE UTILITY AUTHORITY (“KUA”), and THE CITY OF JACKSONVILLE BEACH, D/B/A, BEACHES ENERGY SERVICES (“BEACHES ENERGY”)** (collectively referred to as the “**Original Parties**”) and **CITY OF LAKE WORTH BEACH (“CLWB”)**, (the Original Parties and CLWB shall be collectively referred to herein as the “**Parties**” and separately as a “**Party**”).

RECITALS

WHEREAS, each of the Parties is a NERC registered Transmission Operator (“**TOP**”) responsible for the reliability of its local Transmission system; and

WHEREAS, the Original Parties formed a joint Bulk Electric System Transmission Operator alliance (the “**Alliance**”) to reduce their respective liabilities related to CIP compliance and achieve greater efficiencies and cost savings through economies of scale realized from creating a single centralized TOP Control Center (primary and back-up) and share in the cost of operating one centralized TOP; and

WHEREAS, the Original Parties entered into that certain Transmission Operation Alliance Agreement dated January 22, 2015 (the “**Original Agreement**”), under which OUC was designated and authorized to act as the NERC certified system operator for the Alliance, to govern the operation of the Alliance; and

WHEREAS, CLWB desires to become a member of the Alliance and the Original Parties agree to allow CLWB to become a member of the Alliance, on the terms and conditions set forth herein; and

WHEREAS, the Parties desire to amend and restate the Original Agreement in its entirety to reflect admission of CLWB into the Alliance, as set forth in this Alliance Agreement.

NOW THEREFORE, the Parties agree as follows:

1. **RECITALS.** The foregoing recitals are true and correct and are incorporated herein by this reference.

2. **DEFINITIONS.** The Parties agree that in construing this Alliance Agreement, capitalized words, phrases and terms used in this Alliance Agreement unless the context requires otherwise shall have the meaning set forth in Schedule A to this Alliance Agreement, which is incorporated herein by this reference.

3. **TERM AND TERMINATION.** This Alliance Agreement shall commence on the Effective Date and shall continue in perpetuity; provided, however, that any Party at any time may withdraw from the Alliance, and thereby terminate its participation in this Alliance Agreement, upon giving written notice of its intent to withdraw to all Parties no later than three years prior to the notified termination date.

4. **ORGANIZATION AND GOVERNANCE.**

(a) **Establishment of Committees.** As a means of securing effective cooperation, exchange of information and orderly management of the Alliance, the Parties agree that oversight and governance of the Alliance will be provided by an Executive Committee and an Operating Committee shall be established for oversight of operational matters as set forth below:

(i) **Executive Committee.** Each Party, by written notice signed by an officer duly authorized to commit such Party, shall designate a representative to serve on the Executive Committee and an alternate authorized to act in the absence of the designated representative.

(1) **Function of the Executive Committee.** The Executive Committee shall implement this Alliance and shall be responsible for determining policy with respect to all matters within the scope of this Alliance. The Executive Committee will further serve to resolve any disputes between the parties arising under the Alliance prior to going into litigation. Each member of the Executive Committee shall be entitled to one vote. All decisions by the Executive Committee shall be by a super majority consent (greater than 2/3 or 67% of those members present).

(2) **Executive Committee Meetings.** At least ten (10) days written notice of any meetings of the Executive Committee shall be given by the chairman to each member and alternate member of the Executive Committee. The notice shall state the time and place of the meeting and shall include an agenda of the items to be considered. Except by unanimous consent of those present, no action shall be taken on any item other than those included on the agenda. The roles of committee officers and the parliamentary procedure used to conduct meetings shall be as generally described in Robert's Rules of Order.

(3) **The Executive Committee,** at least annually at an appropriate location, shall review the operations of the Alliance and make a good faith effort to resolve any inequities for any of the Parties which have arisen from the operation of the Alliance, or as a result of the terms of the definitive agreement or any other agreement(s) between the Parties. The Executive Committee shall meet at least annually and at such times as the chairman may determine or as requested by two or more of the Executive Committee members.

(4) A representative from OUC shall serve as the inaugural chairman of the Executive Committee for an initial term to be decided by the Executive Committee. The Executive Committee shall select from among its members a vice chairman who will serve for the initial term. Thereafter, the Executive Committee shall select from among its members a chairman and vice chairman who will serve a term of two years. Commencing thereafter, and every two years thereafter, the vice chairman shall become the chairman and a new vice chairman shall be selected by the Executive Committee. If the chairman or vice chairman position becomes vacant, the Executive Committee shall select from among its members a chairman or vice chairman who shall serve the remainder of the term for the vacant position. Notwithstanding the foregoing, should the chairman position becomes vacant and a vice chairman was selected, then said vice chairman shall become the new chairman and a new vice chairman shall be selected by the Executive Committee.

(ii) Appointment of Members to Operating Committee. Each member of the Executive Committee shall appoint by written notice to the other members, a representative and alternate(s) to serve on the Operating Committee.

(1) Function of the Operating Committee. The Operating Committee shall be responsible for oversight of operational matters with respect to the Alliance and shall develop an Alliance Handbook (“Handbook”) containing governing practices, procedures, policies, methodologies and other governing document for the Alliance and shall submit the same to the Executive Committee for approval. These practices shall be consistent with applicable NERC Reliability Standards where applicable. The Operating Committee shall also be responsible for ensuring the performance of all tasks and functions associated with compliance with the NERC Reliability Standards requirements. In order to fulfill the assigned responsibilities, the Operating Committee chairman shall have the authority to establish such subcommittees, working groups and task forces as he or she deems necessary. The Executive Committee may delegate authority to the Operating Committee to amend certain portions of the Handbook; decisions on such amendments shall be by the same voting requirements of the Executive Committee. All other decisions of the Operating Committee shall be by a majority vote of those members present. In the event of a tie-vote during Operating Committee meetings and a necessity to proceed with a timely decision due to safety, operational, compliance or economic considerations, the chairman of the Operating Committee shall communicate to the Executive Committee the details around any vote that requires a tie-breaking vote. Subsequently, the Executive Committee shall convene and cast the tie-breaking vote.

(2) Operating Committee Meetings. Except as provided in Section (4)(a)(ii)(3) below, at least ten (10) days written notice of any meetings of the Operating Committee shall be given by the chairman to each member of the Operating Committee. The notice shall state the time and place of the meeting and shall include an agenda of the items to be considered. Except by unanimous consent of those present, no action shall be taken on any item other than those included on the agenda. The roles of committee officers and the parliamentary procedure used to conduct meetings shall be as generally described in Robert’s Rules of Order.

(3) The Operating Committee, at least annually, shall review the operations of the Alliance and make a good faith effort to resolve any inequities for any of the Parties which have arisen from the operation of the Alliance, or as a result of the terms of the

definitive agreement or any other agreement(s) between the Parties. The Operating Committee shall meet in person at least annually and at such times as the chairman may determine or as requested by two or more of the Operating Committee members. Notwithstanding anything to the contrary herein, the chairman may call for meetings or conference calls, with or without notice, on an as needed basis when operational circumstances or compliance related events dictate.

(4) A representative from OUC shall serve as the inaugural chairman of the Operating Committee for an initial term to be decided by the Operating Committee. The Operating Committee shall select from among its members a vice chairman who will serve for the initial term. Thereafter, the Operating Committee shall select from among its members a chairman and vice chairman who will serve a term of two years. Commencing thereafter, and every two years subsequently, the vice chairman shall become the chairman and a new vice chairman shall be selected by the Operating Committee.

(b) Authorization of Committee Action and Conduct of Meetings. The Parties recognize that certain actions or recommendations of the Executive and Operating Committees may require further authorization of their respective governing boards consistent with existing charter and other procedures applicable to each. The Parties further acknowledge that the Executive and Operating Committees need to be familiar with and be prepared to comply with all applicable notice, recordkeeping and other requirements set forth in Florida's open meetings law, as set forth in Florida Statutes, Chapter 286, to the extent meetings of either committee are subject to the law.

5. **ROLES, RESPONSIBILITIES AND AUTHORITY OF THE PARTIES.** The roles, responsibilities and authority of the Parties in conducting the business of the Alliance are set forth in the following:

(a) TOP Alliance Handbook. After execution of this Agreement, the Parties will develop a TOP Alliance Handbook ("Handbook") containing the governing policies, procedures, methodologies and similar governing documents for the business of the Alliance. The TOP Alliance Handbook will be approved by the Executive Committee and is hereby incorporated into this agreement by reference. Amendments to the Handbook may be made by the Executive Committee, which may delegate authority to amend certain portions of the Handbook to the Operating Committee.

(b) Registration Assignment. OUC shall act as Agent for the performance of TOP Control Center based functions and as such OUC shall be the NERC certified System Operator for the Parties' Bulk Electric System with respect to Transmission Operations Control Center functions. The Parties agree to enter into a NERC Coordinated Functional Registration Agreement ("Registration Agreement") with OUC as necessary for the performance of and compliance with all NERC Reliability Standards and requirements within said standards with respect to the matters contemplated herein, and is attached hereto and incorporated herein as Registration Agreement. The responsibility for performing and demonstrating compliance to each individual NERC requirement applicable to TOPs will be set forth within the Registration Agreement ("CFR Spreadsheet: CEP-IDE-305"), as may be amended. Any requirements not assigned to OUC according to the Registration Agreement will remain the responsibility of the individual entities. The Registration Agreement will be submitted to SERC for approval;

however non-approval does not release any member from performance of said requirements as assigned in the Registration Agreement. Amendments to the Registration Agreement shall be considered upon changes in regulation, such as when FERC approves a NERC standard, and best efforts by all Parties shall be made to incorporate any necessary changes to comply with the new or revised regulation before the effective date of that regulation. OUC shall be responsible for maintaining the Registration Agreement and bringing to the attention of the Executive Committee required modifications. Any necessary amendments to the Registration Agreement shall be made by the Executive Committee.

Parties agree to provide OUC, as needed, with sufficient data and information to demonstrate full compliance with requirements assigned to OUC as identified within the Registration Agreement but not specifically required to be performed within a Control Center.

In addition, the Parties agree to:

- (a) Authorize OUC to arrange for new interchange agreements if needed.
- (b) Provide OUC with studies to be used to plan for reliable operations.
- (c) Ensure the TOP System Operator participates in the Parties system planning process.
- (d) Notify OUC of any of the following:
 - (i) Intent to implement an Under Voltage Load Shed system
 - (ii) Any changes in protection systems configurations or settings
 - (iii) Any relay or equipment failures
 - (iv) Any significant changes in load
- (e) Implement and abide by the following which may be modified from time to time and or hereby incorporated by reference:
 - (i) OUC GMD Operating Procedure
 - (ii) OUC Event Reporting Operating Plan
 - (iii) OUC SOL Identification Methodology
- (c) Other OUC Responsibilities. OUC will further be responsible for:
 - a. Maintaining OUC Control Center Facility to the current version of the NERC CIP Standards
 - b. Maintaining NERC Certified Personnel.

- c. Ensuring the Control Center Operators follow OUC operational procedures and processes.
- d. Obtaining TOP Control Center Certification.
- e. Fulfilling applicable obligations of the Reliability Coordinator (e.g., the FRCC Handbook), including those not contained within the NERC standards.

(d) No Preference. OUC will perform its responsibilities associated with this Alliance Agreement without any preferential treatment to any member of the Alliance.

6. COST AND LIABILITY SHARING

(a) Initial Cost. The Original Parties have made a one-time, non-refundable fee for the initial investment, set-up for each Party and upgrading of the Control Center. The initial cost was set at \$585,000 per participant based on the number of original Alliance members. Should additional participants (“**New Members**”) enter into the Alliance, they shall be responsible for all modeling (SCADA, EMS, etc.) and other up-front costs associated with integration into the Alliance and such other charges as determined by the Executive Committee.

(b) Annual Operating Costs. Each Party agrees to an equal share in the actual cost of operating the Control Center(s) including costs associated with system operators, EMS support, software, hardware, and compliance labor.

(c) Sharing of Penalties, Sanctions or Fines.

(i) Unless overridden by unanimous vote of the Executive Committee, any penalties, sanctions, fines or costs associated therewith assessed by FERC, NERC, or SERC upon OUC for OUC’s responsibilities as established in the Registration Agreement for actual or alleged violations of a Reliability Standard, except as caused by gross negligence, shall be allocated equally amongst the Parties. This equal allocation shall not apply to penalties, sanctions, fines or costs (“liability”) assessed against any Party for any requirement not set forth in the Registration Agreement. Such liability would remain that Party’s responsibility alone.

(ii) Any penalties, sanctions, fines or costs associated therewith assessed by FERC, NERC, or SERC upon a Party other than OUC for that Party’s responsibilities as established in the Registration Agreement for actual or alleged violations of a Reliability Standard shall be borne by that Party.

(d) Annual Budgeting Process.

(i) Budgeted Expenditures. Annually, by April 30th, OUC will present an operating budget and capital plan to the Executive Committee. The purpose shall be to inform the Alliance members as to their expected share of the expenses so they can properly adjust their own budgets for the upcoming fiscal year. The operating component of the budget will be comprised primarily of System Operator, Compliance staff, and EMS labor charges and will be considered non-

discretionary. Approval by the Executive Committee shall be requested and such approval shall not be unreasonably withheld. The capital plan will be a forecast of the capital expenditures that OUC deems necessary for the upcoming year. Approval by the Executive Committee shall be requested and such approval shall not be unreasonably withheld. OUC shall not be obligated to and shall have sole discretion whether to fund any portion of the budget that is not approved by the Executive Committee.

(ii) Budget Amendments. In the course of any business, situations arise where expenditures may be required that were unexpected at the time the budget was formulated. For such cases, where expenditures are forecast to exceed the originally presented budgets, OUC shall develop a budget amendment and seek approval by the Executive Committee (“Budget Amendment”).

(iii) Actual vs. Budget Reporting. At a frequency determined by the Executive Committee, but, initially quarterly, OUC shall report on actual expenditures as compared to budget.

(e) Payment. OUC shall invoice the Alliance members monthly and such monthly invoice shall include: (i) a portion of the Initial Costs as set forth in paragraph 6(a) of this Alliance Agreement, if any and if payment for those costs are to be scheduled over a mutually agreed number of months; and (ii) actual Operating Costs as set forth in paragraph 6(b) of this Alliance Agreement. Each Party agrees to pay OUC all amounts due within 30 days of receipt of the monthly invoice. In the event of any dispute as to any portion of any bill, the Party shall nevertheless pay the full amount of the disputed charges when due and shall, within 45 days from the date of the disputed bill, give written notice of the dispute to the Executive Committee for settlement within 60 days. Such notice shall identify the disputed bill, state the amount in dispute and set forth a full statement on the ground on which the dispute is based. No adjustment shall be considered or made for disputed charges unless required notice is given.

(f) Audit Rights. Any Party or its designee shall have the right, at its sole expense and during normal working hours, to examine any and all records to the extent reasonably necessary to verify the accuracy of any statement, charge or computation made pursuant to this Alliance Agreement and/or the operation of the Alliance. If any such examination reveals any inaccuracy in any statement, the necessary adjustments in such statement and the payments thereof will be made promptly and shall bear interest calculated at the interest rate of one percent (1%) per month, compounded monthly from the date the overpayment or underpayment was made until paid. The aforesaid audit rights are limited to 24 months after the issuance of any particular invoice.

7. ADMISSION OF NEW MEMBERS

(a) New members may be admitted to the Alliance from time to time, subject to approval of the Executive Committee and compliance with the provisions of Section 6 (a) and following compliance with the provisions of Section 6 (b).

(b) In order for a New Member to be admitted to the Alliance, such entity shall have executed and delivered to the Parties a written undertaking substantially in the form of the Joinder Agreement, which is attached hereto as Joinder Agreement and incorporated herein.

8. **DISPUTES RESOLUTION.** The Parties shall first negotiate in good faith to attempt to resolve any dispute, controversy or claim arising out of, under, or relating to the Alliance (a "Dispute"). In the event the Parties are unsuccessful in resolving a Dispute through such negotiations, the Parties must elevate the Dispute to the Executive Committee. If the Executive Committee cannot reach consensus in accordance with its parliamentary procedures, either Party may proceed immediately to litigation concerning the Dispute.

(a) **Good-Faith Negotiations.** The process of "good-faith negotiations" requires that each Party set out in writing to the other its reason(s) for adopting a specific conclusion or for selecting a particular course of action, together with the sequence of subordinate facts leading to the conclusion or course of action. The Parties shall attempt to mutually agree to a resolution of the Dispute. A Party shall not be required as part of these negotiations to provide any information which is confidential or proprietary in nature unless it is satisfied in its discretion that the other Party will maintain the confidentiality of and will not misuse such information or any information subject to attorney-client or other privilege under applicable law regarding discovery and production of documents.

(b) The negotiation process shall include at least one meeting to discuss any Dispute (with no obligation to have more than two meetings). Each Party must be represented at such meeting(s) by a person who has the authority to resolve the Dispute or has the authority to recommend settlement to the Party's general manager or governing board. Unless otherwise mutually agreed, the first meeting shall take place within ten days after either Party has received notice from the other of the desire to commence formal negotiations concerning the Dispute. Unless otherwise mutually agreed, the second meeting shall take place no more than ten days later. In the event a Party refuses to attend a negotiation meeting, either Party may proceed immediately to the Executive Committee concerning the Dispute.

9. **INDEMNIFICATION.** To the extent permitted by law and without waiving sovereign immunity or the limits of liability contained in Florida Statute 768.28, each Party shall indemnify the other Parties and each of the other Party's respective commissioners, directors, officers, managers, employees, agents, representatives, successors and assigns (the "Indemnified Parties") from and against any and all claims brought by third parties for personal injury, death or property damage, including attorneys' fees, which arise out of the Party's willful misconduct, gross negligence, or willful violation of state, federal or local law in the performance of work, services or operations pursuant to the Transmission Operator Alliance Agreement. This Section 9 does not apply to any penalties, sanctions, fines, or costs referenced in Section 6.

10. **NOTICES.** Any notices which may be permitted or required hereunder shall be in writing, shall be delivered both electronically via e-mail and physically by overnight courier or hand delivery, and shall be deemed to have been duly given (i) one day after depositing with a nationally recognized overnight courier service, or (ii) on the day of hand delivery (provided such delivery occurs prior to 5:00 pm, Eastern Standard Time, as applicable), to the address listed below or to

such other address as a Party may from time to time designate by written notice in accordance with this paragraph:

- To OUC: Vice President, Transmission
100 West Anderson Street
Orlando, Florida 32802

- With a copy to: Office of General Counsel
100 West Anderson Street
Orlando, Florida 32802

- To KUA: Vice President of Operations
1701 W. Carroll St.
Kissimmee, FL 34741

- With copy to: General Counsel
1701 W. Carroll St.
Kissimmee, FL 34741

- To Beaches Energy: Mike Staffopoulos
City Manager
CityManager's Office@jaxbchfl.net
11 3rd St. N
Jacksonville Beach, FL 32250

- With copy to: Allen Putnam
Electric Director
aputnam@beachesenergy.com
Beaches Energy Services
1460 Shetter Avenue
Jacksonville Beach, FL 32250

- With copy to: Kenneth Wathen
System Operations Supervisor
kwathen@beachesenergy.com
Beaches Energy Services
1460 Shetter Avenue
Jacksonville Beach, FL 32250

- With copy to: Don Cuevas
Engineering Supervisor
dcuevas@beachesenergy.com
Beaches Energy Services
1460 Shetter Avenue
Jacksonville Beach, FL 32250

- With copy to: Carolyn Woodard

Regulatory Compliance Officer
Electrical Engineer
cwoodard@beachesenergy.com
Beaches Energy Services
1460 Shetter Avenue
Jacksonville Beach, FL 32250

To CLWB: ~~_____~~ Jamie Brown
~~_____~~ Jamie Brown
City Manager
7 North Dixie Highway
Lake Worth Beach, FL 33460
jbrown @LakeWorthBeachfl.gov

With copy to: ~~_____~~ Edward Liberty
~~_____~~ Edward Liberty
Director of Electric Utilities
1900 2nd Avenue North
Lake Worth Beach, FL 33461
eliberty@LakeWorthBeachfl.gov

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With copy to: ~~_____~~ Jason Bailey
~~_____~~ Jason Bailey
Assistant Director – System Operations
1900 2nd Avenue North
Lake Worth Beach, FL 33461
jbailey@LakeWorthBeachfl.gov

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With copy to: ~~_____~~ Alyssa Kirk
~~_____~~ Alyssa Kirk
NERC Compliance Manager
1900 2nd Avenue North
Lake Worth Beach, FL 33461
akirk@LakeWorthBeachfl.gov

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11. **NO JOINT VENTURE.** The Parties intend by this Alliance Agreement to establish the basis upon which they will cooperate together, but on an independent basis. This Alliance Agreement does not constitute or create a joint venture, partnership, or any other similar arrangement between the Parties. Each of the Parties are independent and except as expressly provided herein, none of them are an agent of, nor has the authority to bind the others for any purpose. No Party shall bind any other, or represent that it has the authority to do so.

12. **NO CONSEQUENTIAL DAMAGES.** Notwithstanding anything to the contrary elsewhere in the Alliance Agreement, in no event shall any Party be liable to any other Party for indirect, incidental, special or consequential damages, including, but not limited to, loss of

revenue, loss of profit, cost of capital, or loss of opportunity regardless of whether such liability arises out of contract, tort (including negligence), strict liability, or otherwise.

13. **NO THIRD-PARTY BENEFICIARIES**. This Alliance Agreement shall inure to the benefit of and be binding upon each of the Parties and their respective successors and upon their assigns pursuant to the provisions of Section 15 hereof. Nothing in this Alliance Agreement, express or implied, is intended to confer upon any other person, organization or entity any rights or remedies hereunder.

14. **AMENDMENTS AND WAIVERS**. Each Party may request changes to this Alliance Agreement. Any changes, modifications, revisions or amendments to this Alliance Agreement which are mutually agreeable upon and between the Parties to this Alliance Agreement shall be incorporated by written instrument and effective when executed and signed by all Parties to this Alliance Agreement.

15. **NO ASSIGNMENT**. No Party may assign or otherwise transfer to or permit any third-parties to exercise any rights granted hereunder unless approved by all Parties.

16. **CHANGES IN LAW**. The understandings contained herein are premised upon and assume a continuation of present laws and regulations and the administration interpretation and application thereof in substantially the same manner as on the Effective Date of this Agreement. Should any applicable law or regulation, or the administration or interpretation thereof by NERC or any governmental entity, change in any manner, and any such change increases the cost to OUC for providing the centralized TOP Control Centers, (including the imposition of any new tax, fee or surcharge other than federal, state or local taxes based on net income), then OUC shall be entitled to calculate the impact thereof and recover such added expenses without profit, on an equitable pro rata basis, from all of the Parties in accordance with the budgeting process described in Section 6(d) of this Alliance Agreement.

17. **MISCELLANEOUS**.

(a) **Entire Agreement**. This Alliance Agreement contains the entire understanding of the Parties with respect to the matters set forth herein and no other agreement, oral or written, not set forth herein, nor any course of dealings of the Parties, shall be deemed to alter or affect the terms and conditions set forth herein.

(b) **Applicable Law**. This Alliance Agreement shall be construed in accordance with the laws of the State of Florida.

(c) **Headings**. The section headings in this Alliance Agreement are for convenience only, shall in no way define or limit the scope or content of this Alliance Agreement, and shall not be considered in any construction or interpretation of this Alliance Agreement or any part hereof.

(d) **Construction**. Where the sense of this Alliance Agreement requires, any reference to a term in the singular shall be deemed to include the plural of said term, and any reference to a term in the plural shall be deemed to include the singular of said term.

(e) Counterparts. This Alliance Agreement may be executed in counterparts, each of which shall constitute an original, but all taken together shall constitute one and the same Alliance Agreement

(f) Representation. The Party's City Manager or General Manager, will have the authority to execute and amend any exhibits to this agreement and is designated as the official with the full power to represent the party in all dealings related to this agreement.

IN WITNESS WHEREOF, the Parties to this Alliance Agreement through their duly authorized representatives have executed and delivered this Alliance Agreement to evidence their respective agreement to its terms and conditions of this Alliance Agreement.

ATTEST:

ORLANDO UTILITIES COMMISSION

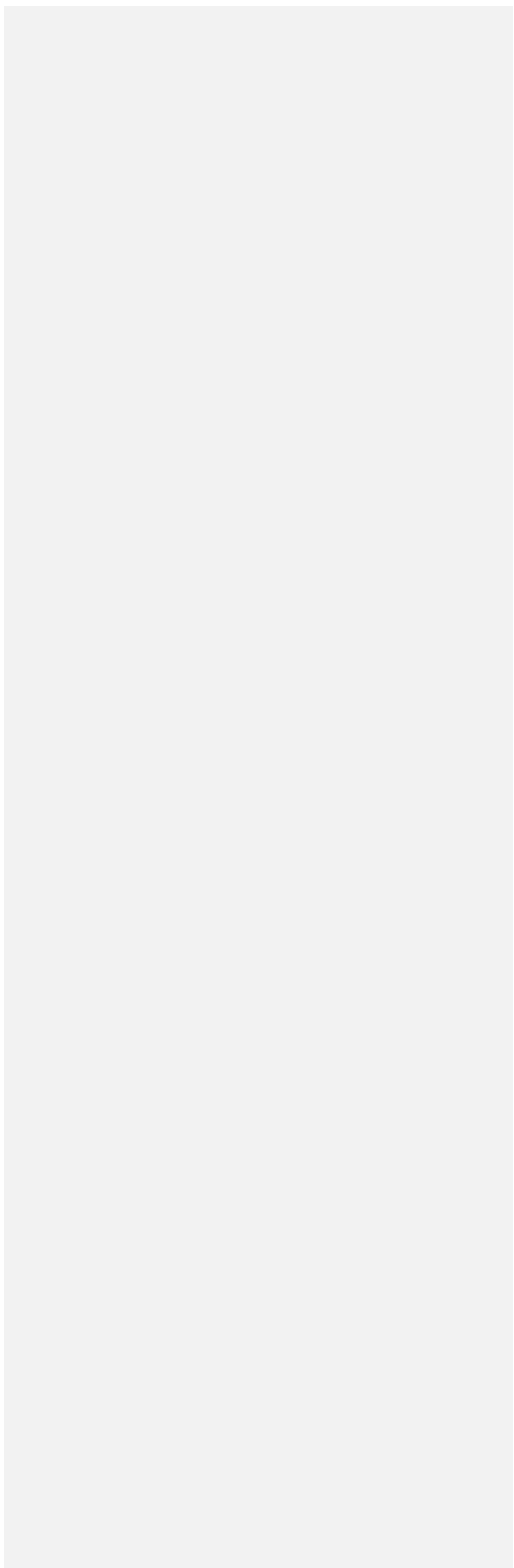
By: _____

Clint Bullock
General Manager & CEO

Title: _____

Approved As To Form And Legality

Attorney



ATTEST:

KISSIMMEE UTILITY AUTHORITY

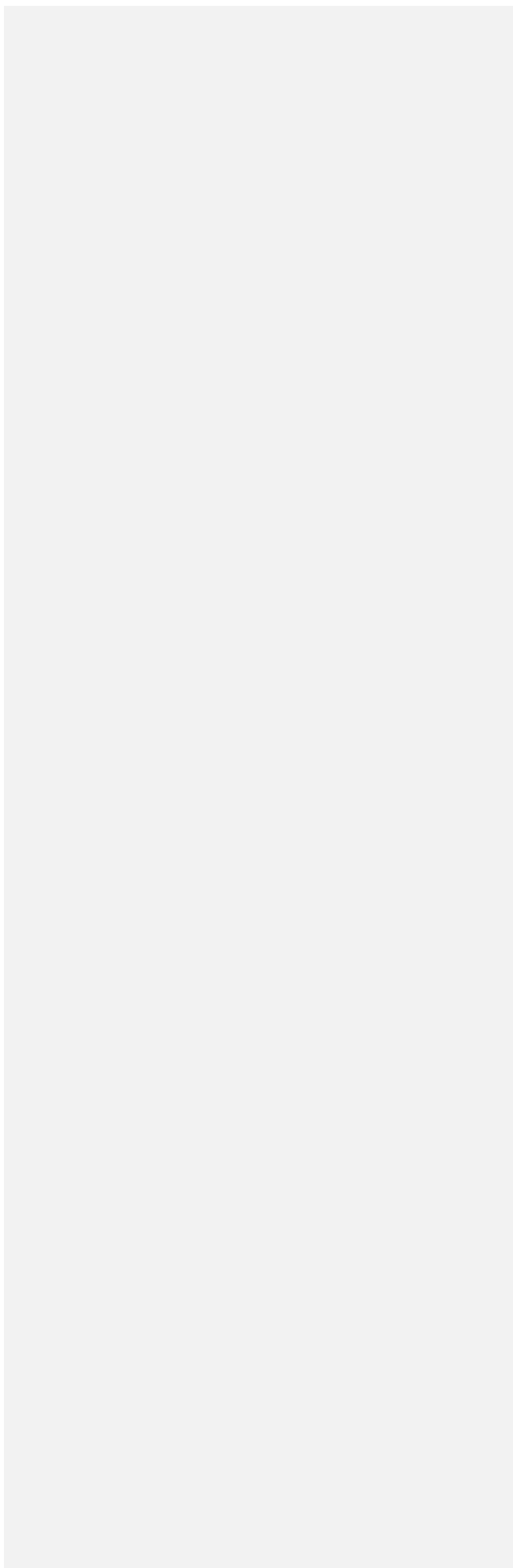
By: _____

Brian Horton
President & General Manager

Title: _____

Approved As To Form And Legality

Attorney



ATTEST:

BEACHES ENERGY SERVICES

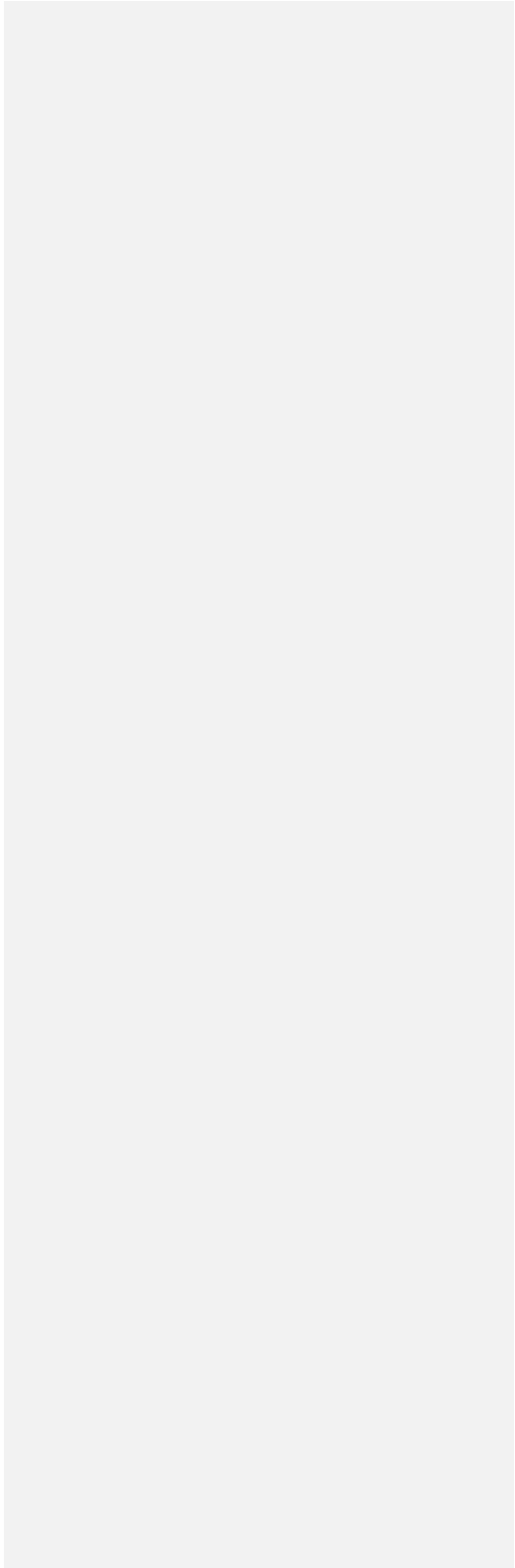
By: _____

Mike Staffopoulos
City Manager

Title: _____

Approved As To Form And Legality

Attorney



ATTEST:

CITY OF LAKE WORTH BEACH, FLORIDA

By:

Melissa Ann Coyne, City Clerk

By:

Betty Resch, Mayor

APPROVED AS TO FORM AND LEGAL
SUFFICIENCY:

By:

Glen J. Torcivia, City Attorney

APPROVED FOR FINANCIAL SUFFICIENCY:

By:

Yannick Ngendahayo, Financial Services Director

SCHEDULE A

DEFINITIONS

Agent: OUC acting as the agent of Alliance members, for the sole and limited purpose of performing the TOP Agent Functions as enumerated herein.

TOP Control Center Functions: Those NERC requirements applicable to a TOP registered entity, and performed by a Certified System Operator within a Control Center.

Bulk Electric System or "BES" (becomes effective on 7/1/14): Unless modified by the lists shown below, all Transmission Elements operated at 100 kV or higher and Real Power and Reactive Power resources connected at 100 kV or higher. This does not include facilities used in the local distribution of electric energy.

Inclusions:

- I1 - Transformers with the primary terminal and at least one secondary terminal operated at 100 kV or higher unless excluded under Exclusion E1 or E3.
- I2: Generating resource(s) including the generator terminals through the high-side of the step-up transformer(s) connected at a voltage of 100 kV or above with:
 - Gross individual nameplate rating greater than 20 MVA. Or,
 - Gross plant/facility aggregate nameplate rating greater than 75 MVA
- I3 - Blackstart Resources identified in the Transmission Operator's restoration plan.
- I4: Dispersed power producing resources that aggregate to a total capacity greater than 75 MVA (gross nameplate rating), and that are connected through a system designed primarily for delivering such capacity to a common point of connection at a voltage of 100 kV or above. Thus, the facilities designated as BES are:
 - The individual resources, and
 - The system designed primarily for delivering capacity from the point where those resources aggregate to greater than 75 MVA to a common point of connection at a voltage of 100 kV or above.
- I5: Static or dynamic devices (excluding generators) dedicated to supplying or absorbing Reactive Power that are connected at 100 kV or higher, or through a dedicated transformer with a high-side voltage of 100 kV or higher, or through a transformer that is designated in Inclusion I1 unless excluded by application of Exclusion E4

Exclusions:

- E1 - Radial systems: A group of contiguous transmission Elements that emanates from a single point of connection of 100 kV or higher and:
 - a) Only serves Load. Or,
 - b) Only includes generation resources, not identified in Inclusion I3, with an aggregate capacity less than or equal to 75 MVA (gross nameplate rating). Or,
 - c) Where the radial system serves Load and includes generation resources, not identified in Inclusion I3, with an aggregate capacity of non-retail generation less than or equal to 75 MVA (gross nameplate rating).

Note 1: A normally open switching device between radial systems as depicted on prints or one-line diagrams for example, does not affect this exclusion)

- Note 2: The presence of a contiguous loop, operated at a voltage level of 50 kV or less between configurations being considered as radial systems, does not affect this exclusion. E2 - A generating unit or multiple generating units on the customer's side of the retail meter that serve all or part of the retail Load with electric energy if: (i) the net capacity provided to the BES does not exceed 75 MVA, and (ii) standby, back-up, and maintenance power services are provided to the generating unit or multiple generating units or to the retail Load by a Balancing Authority, or provided pursuant to a binding obligation with a Generator Owner or Generator Operator, or under terms approved by the applicable regulatory authority.
- E3 - Local networks (LN): A group of contiguous transmission Elements operated at or above 100 kV but less than 300 kV that distribute power to Load rather than transfer bulk power across the interconnected system. LN's emanate from multiple points of connection at 100 kV or higher to improve the level of service to retail customer Load and not to accommodate bulk power transfer across the interconnected system. The LN is characterized by all of the following:
 - a) Limits on connected generation: The LN and its underlying Elements do not include generation resources identified in Inclusion I3 and do not have an aggregate capacity of non-retail generation greater than 75 MVA (gross nameplate rating);
 - b) Power flows only into the LN and the LN does not transfer energy originating outside the LN for delivery through the LN; and
 - c) Not part of a Flowgate or transfer path: The LN does not contain a monitored Facility of a permanent Flowgate in the Eastern Interconnection, a major transfer path within the Western Interconnection, or a comparable monitored Facility in the ERCOT or Quebec Interconnections, and is not a monitored Facility included in an Interconnection Reliability Operating Limit (IROL).

- E4 – Reactive Power devices owned and operated by the retail customer solely for its own use. Note - Elements may be included or excluded on a case-by-case basis through the Rules of Procedure exception process.

Control Center: One or more facilities hosting operating personnel that monitor and control the Bulk Electric System (BES) in real-time to perform the reliability tasks, including their associated data centers, of: 1) a Reliability Coordinator, 2) a Balancing Authority, 3) a Transmission Operator for transmission Facilities at two or more locations, or 4) a Generator Operator for generation Facilities at two or more locations.

Coordinated Functional Registration: refers to where two or more registered entities agree to a division of compliance responsibility among them for a particular function. A written agreement between the co-registrants identifies each entity's responsibility for one or more NERC Reliability Standards for that function, and may specify each entity's responsibility for one or more requirements within a standard(s).

Critical Infrastructure Protection Standards: refers to the standards and requirements promulgated by NERC covering the security of electronic perimeters and the protection of critical cyber assets as well as personnel and training, security management and disaster recovery planning.

EMS: Energy Management System.

FERC: The Federal Energy Regulatory Commission, or its successor.

FRCC: The Florida Reliability Coordinating Council, Inc., or its successor.

SERC: SERC Reliability Corporation, or its ~~successor~~ successor.

Joinder Agreement: means the joinder agreement in form and substance as attached hereto as ~~Joinder Agreement~~.

NERC: The North American Electric Reliability Corporation, or its successor.

Operations Date: shall mean the date on which a Party transfers monitoring and control of their BES TOP assets to OUC.

Reliability Standards: A requirement, approved by the United States Federal Energy Regulatory Commission under Section 215 of the Federal Power Act, or approved or recognized by an applicable governmental authority in other jurisdictions, to provide for reliable operation of the bulk-power system [Bulk-Power System]. The term includes requirements for the operation of existing bulk-power system [Bulk-Power System] facilities, including cyber security protection, and the design of planned additions or modifications to such facilities to the extent necessary to provide for reliable operation [Reliable Operation] of the bulk-power system [Bulk-Power System], but the term does not include any requirement to enlarge such facilities or to construct new transmission capacity or generation capacity.

Transmission: An interconnected group of lines and associated equipment for the movement or transfer of electric energy between points of supply and points at which it is transformed for delivery to customers or is delivered to other electric systems.

Transmission Operator or “TOP”: The entity responsible for the reliability of its “local” transmission system, and that operates or directs the operations of the transmission facilities.

Transmission Operator Area: The collection of Transmission assets over which the Transmission Operator is responsible for operating.

Registration Agreement

(Refer to OUC document: CEP-IDE-305)

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Joinder Agreement

JOINDER AGREEMENT

THIS JOINDER AGREEMENT (“**Joinder Agreement**”), dated as of _____, (the “**Effective Date**”) is made and executed in connection with the Amended and Restated Transmission Operator Alliance Agreement dated January _____, as amended from time to time (“**Alliance Agreement**”), among **ORLANDO UTILITIES COMMISSION (“OUC”), KISSIMMEE UTILITY AUTHORITY (“KUA”), THE CITY OF JACKSONVILLE BEACH, D/B/A, BEACHES ENERGY SERVICES (“BEACHES ENERGY”) and CITY OF LAKE WORTH BEACH (“CLWB”)**.

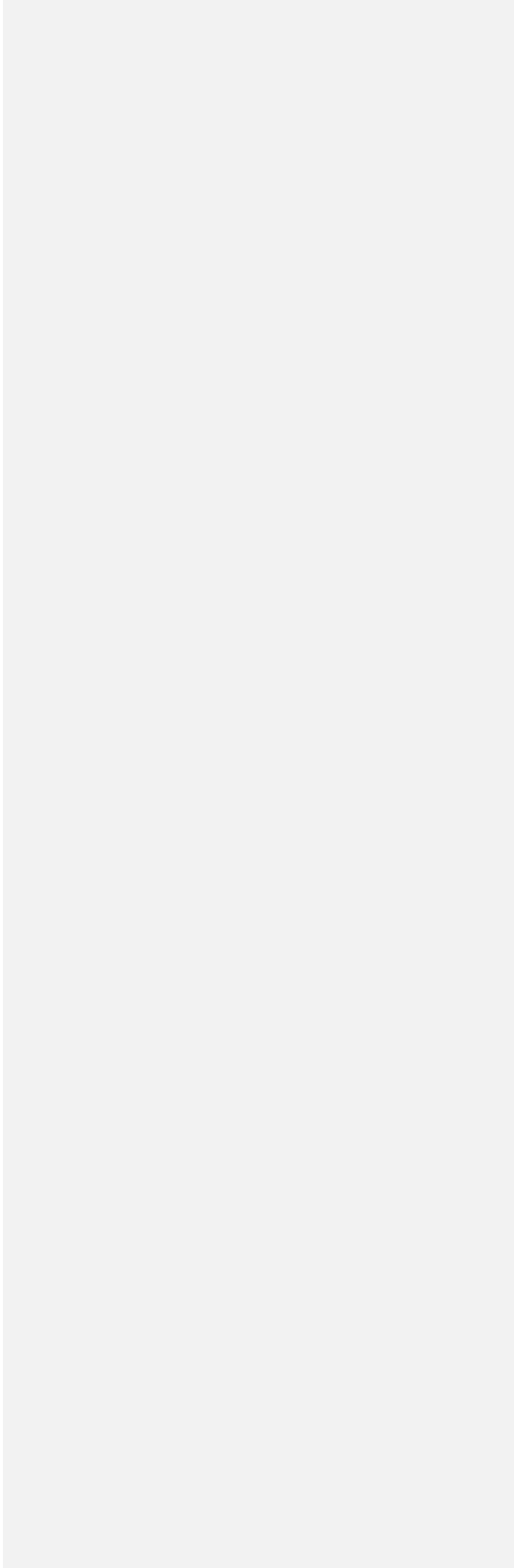
1. Effective Date. This Joinder Agreement shall be effective as of the Effective Date and shall be a part of and incorporated into the Alliance Agreement
2. Definitions. Capitalized terms used herein without definition shall have the meanings ascribed thereto in the Alliance Agreement.
3. Joinder. Pursuant to and in accordance with Section 7(b) of the Alliance Agreement, the undersigned hereby acknowledges that it has received and reviewed a complete copy of the Alliance Agreement and agrees that upon execution of this Joinder, such entity shall become a party to the Alliance Agreement and shall be fully bound by, and subject to, all of the covenants, terms, and conditions of the Alliance Agreement as though an original party thereto and shall be deemed, and is hereby admitted as, a member of the Alliance for all purposes thereof and entitled to all the rights incidental thereto.
4. Control Center Cutover. The Parties have developed a TOP Control Center Cutover schedule for the New Member. The Control Center Cutover schedule ~~is attached hereto as agreed to by the parties which is hereby incorporated herein by this reference, and hereby incorporated into this agreement.~~ The New Member shall submit to FRCC notice of moving its primary and back-up Control Center(s) to OUC.
5. Costs. Pursuant to and in accordance with Section 6(a) of the Alliance Agreement, the New Member acknowledges that it shall be responsible for all modeling (SCADA, EMS, etc.) and all costs associated with integration into the Alliance and such other charges as determined by the Executive Committee.
6. No Amendment. This Joinder Agreement does not and shall not be deemed to amend, change or modify the Alliance Agreement.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the party hereto has executed this Joinder Agreement as of this ____ day of _____.

NEW MEMBER

By: _____
Name: _____
Title: _____



STAFF REPORT REGULAR MEETING

AGENDA DATE: October 1, 2024

DEPARTMENT: Community Sustainability

TITLE:

Ordinance No. 2024-11 - Second Reading – amending Chapter 23 “Land Development Regulations,” Article 4 “Development Standards,” Section 23.4-25 “Micro-units” to provide minor changes to the development standards for Micro-Units.

SUMMARY/ BACKGROUND:

The proposed amendment would improve interest and use of the program per feedback from potential investors and developers.

The **Planning & Zoning Board (PZB)** unanimously voted to recommend approval of the proposed text amendments at their August 7, 2024, meeting with the recommendation that the City Commission consider a revision to section H. *Exception*, revising the percentage of the combination of interior shared common space and outdoor amenity space from 20% to 15% (line 105) and adding a breakdown of that percentage. The board recommended a minimum of 10% for interior common space and a minimum of 5% for outdoor amenity space. The board felt interior space is paramount to the micro-unit program. The board expressed concern that the proposed language could allow the entirety of the combined amenity space to be outdoor amenity space.

The **Historic Resources Preservation Board (HRPB)** unanimously voted to recommend approval of the proposed text amendments at their August 21, 2024, meeting with the same recommendation as the PZB regarding amenity spaces.

At its meeting of September 17, 2024, the **City Commission** unanimously voted to approve the proposed ordinance on First Reading including several changes that are highlighted in the attached ordinance.

MOTION:

Move to approve/disapprove Ordinance 2024-11 on second reading including changes from the first reading.

ATTACHMENT(S):

Ordinance 2024-11, as amended
PZB/HRPB Staff Report

1
2
3
4 **ORDINANCE 2024-11 - AN ORDINANCE OF THE CITY OF LAKE WORTH**
5 **BEACH, FLORIDA, AMENDING CHAPTER 23 “LAND DEVELOPMENT**
6 **REGULATIONS,” ARTICLE 4 “DEVELOPMENT STANDARDS,” SECTION**
7 **23.4-25 “MICRO-UNITS,” AND PROVIDING FOR SEVERABILITY,**
8 **CONFLICTS, CODIFICATION AND AN EFFECTIVE DATE**
9

10 **WHEREAS**, as provided in Section 2(b), Article VIII of the Constitution of the State of
11 Florida, and Section 166.021(1), Florida Statutes, the City of Lake Worth Beach (the “City”),
12 enjoys all governmental, corporate, and proprietary powers necessary to conduct municipal
13 government, perform municipal functions, and render municipal services, and may exercise any
14 power for municipal purposes, except as expressly prohibited by law; and
15

16 **WHEREAS**, as provided in Section 166.021(3), Florida Statutes, the governing body of
17 each municipality in the state has the power to enact legislation concerning any subject matter
18 upon which the state legislature may act, except when expressly prohibited by law; and
19

20 **WHEREAS**, the City wishes to amend Chapter 23, Article 4 “Development Standards,”
21 Section 23.4-25 – Micro-Units to amend the supplementary development standards for this use;
22 and
23

24 **WHEREAS**, the City of Lake Worth Beach, Florida (the “City”), is a duly constituted
25 municipality having such power and authority conferred upon it by the Florida Constitution and
26 Chapter 166, Florida Statutes; and
27

28 **WHEREAS**, the Planning and Zoning Board, in its capacity as the local planning agency,
29 considered the proposed amendments at a duly advertised public hearing; and
30

31 **WHEREAS**, the Historic Resources Preservation Board, in its capacity as the local
32 planning agency, considered the proposed amendments at a duly advertised public hearing; and
33

34 **WHEREAS**, the City Commission finds and declares that the adoption of this ordinance is
35 appropriate, and in the best interest of the health, safety and welfare of the City, its residents and
36 visitors.
37

38 **NOW, THEREFORE, BE IT ORDAINED BY THE CITY COMMISSION OF THE CITY OF**
39 **LAKE WORTH BEACH, FLORIDA, that:**
40

41 **Section 1:** The foregoing “WHEREAS” clauses are ratified and confirmed as being
42 true and correct and are made a specific part of this ordinance as if set forth herein.
43

44 **Section 2:** Chapter 23 “Land Development Regulations,” Article 4 “Development
45 Standards,” Section 23.4-25 “Micro-units” is hereby amended to read as follows:
46

47 **Sec. 23.4-25. – Micro-units.**
48

- 49 a) *Project size.* All micro-unit projects must provide a minimum of 10 micro-units.
50
51 b) *Micro-Unit Use Restriction.* Micro-units must be residential and may not be converted to other
52 uses. Each micro-unit must be separately metered for electric.
53
54 c) *Personal service, retail or commercial space.* All micro-unit projects shall should be designed
55 as mixed use projects providing personal service, retail and/or commercial areas, including

56 the required parking as set forth in this section and shall be allowed only within the City's
57 mixed use zoning districts. The aforementioned listed uses other than residential should
58 account for at least 10% of the gross area of the project or 2,500 sq ft, whichever is less. If a
59 project does not provide a mix of uses, the interior shared common area shall be at least 15
60 20%. Live work space, co work space or general office space may not count toward the
61 required area for non-residential uses.

62
63 d) *Residential Building Type.* All micro-unit projects must be in a multi-family structure or
64 collection of multi-family structures. Individual micro-units may not be combined to facilitate
65 larger individual units.

66
67 e) *Interior shared common areas.* Interior shared common areas supporting micro-units must
68 equate to 10% of the gross living area of all residential units within the project. Such
69 supporting common areas shall may include but not be limited to the following:

- 70 1. Reading Room,
- 71 2. Gym/Exercise Facilities,
- 72 3. Virtual Office Space,
- 73 4. Party/Community Room,
- 74 5. Game Room,
- 75 6. Library,
- 76 7. Movie Theatre,
- 77 8. Gourmet Kitchen,
- 78 9. Art Labs,
- 79 10. Other similarly situated common usage areas, and
- 80 11. Essential support areas such as lobbies, hallways, egress routes, stairs, concierge areas,
81 staff offices, maintenance areas and required restroom facilities or similar shall not count
82 toward shared interior common areas.

83
84 f) *Parking.* Parking may be a combination of the following:

- 85 1. One (1) parking space or equivalent for each micro unit;
- 86 2. 50% or more of the required spaces shall be standard parking spaces;
- 87 3. Up to 25% of the parking spaces may be compact spaces (8'-0" x 18'-0");
- 88 4. Up to 25% of the parking spaces may be met with bicycle, scooter or motorcycle storage.
89 Four (4) bicycle storage spaces shall equal one (1) parking space; two (2) scooter storage
90 spaces shall equal one (1) parking space; and two (2) motorcycle storage spaces shall
91 equal one (1) parking space; and
- 92 5. Required guest and employee parking may be met with the same parking space
93 combination ratio. Guest and employee parking shall be no less than one (1) space for
94 every 100 sq. ft. of common area, public area, support area and offices, excluding required
95 hallways, egress routes and stairs.
- 96 6. The mixed-use parking reduction of 25% shall not apply.

97
98 g) *Outdoor amenity.* All micro-unit projects shall provide for an outdoor amenity that is above
99 and beyond the required interior shared common area. Outdoor amenity space shall be no
100 less than 5% of the gross area of all residential units and may not count toward the required
101 interior shared common area.

102
103 h) *Exception.* For existing structures being converted to micro-unit residential use, the total
104 combined interior shared common area and outdoor amenity space may be any combination
105 of these areas equating to at least 20% of the gross area of the residential use area, of which
106 at least 10% must be interior shared common area, regardless of whether it will be an all
107 residential or a mixed use building(s).

109 **Section 3: Severability.** If any section, subsection, sentence, clause, phrase or portion
110 of this Ordinance is for any reason held invalid or unconstitutional by any court of competent
111 jurisdiction, such portion shall be deemed a separate, distinct, and independent provision, and
112 such holding shall not affect the validity of the remaining portions thereof.

113
114 **Section 4: Repeal of Laws in Conflict.** All ordinances or parts of ordinances in conflict
115 herewith are hereby repealed to the extent of such conflict.

116
117 **Section 5: Codification.** The sections of the ordinance may be made a part of the City
118 Code of Laws and ordinances and may be re-numbered or re-lettered to accomplish such, and
119 the word "ordinance" may be changed to "section", "division", or any other appropriate word.

120
121 **Section 6: Effective Date.** This ordinance shall become effective 10 days after
122 passage.

123
124 The passage of this ordinance on first reading was moved by Vice Mayor Malega,
125 seconded by Commissioner May, and upon being put to a vote, the vote was as follows:

126		
127	Mayor Betty Resch	AYE
128	Vice Mayor Sarah Malega	AYE
129	Commissioner Christopher McVoy	AYE
130	Commissioner Mimi May	AYE
131	Commissioner Reinaldo Diaz	AYE

132
133 The Mayor thereupon declared this ordinance duly passed on first reading on the 17th day
134 of September, 2024.

135
136
137 The passage of this ordinance on second reading was moved by _____,
138 seconded by _____, and upon being put to a vote, the vote was as follows:

139		
140	Mayor Betty Resch	
141	Vice Mayor Sarah Malega	
142	Commissioner Christopher McVoy	
143	Commissioner Mimi May	
144	Commissioner Reinaldo Diaz	

145
146 The Mayor thereupon declared this ordinance duly passed on the _____ day of
147 _____, 2024.

148
149 LAKE WORTH BEACH CITY COMMISSION

150
151
152 By: _____
153 Betty Resch, Mayor

154
155 ATTEST:

156
157
158
159 _____
160 Melissa Ann Coyne, MMC, City Clerk



City Of Lake Worth
Department for Community Sustainability
Planning, Zoning and Historic Preservation Division
1900 Second Avenue North · Lake Worth · Florida 33461 · Phone: 561-586-1687

DATE: July 31, 2024

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

FROM: William Waters, Director Community Sustainability

MEETING: August 7 & August 21, 2024

SUBJECT: **Ordinance 2024-11**: Consideration of an ordinance amending Chapter 23 “Land Development Regulations,” Article 4 “Development Standards,” Section 23.4-25 “Micro-units” to provide minor changes to the development standards for Micro-Units.

PROPOSAL / BACKGROUND/ ANALYSIS:

The proposed amendment would improve interest and use of the program per feedback from potential investors and developers.

The proposed ordinance would amend the recently adopted new section of the LDR in Chapter 23 of the City’s Code of Ordinances:

- Article 4, Section 23.4-25 – Micro-Units

STAFF RECOMMENDATION:

Staff recommends that the Planning and Zoning Board and Historic Resources Preservation Board recommend that the City Commission adopt Ordinance 2024-11.

POTENTIAL MOTION:

I move to RECOMMEND/NOT RECOMMEND TO THE CITY COMMISSION **TO ADOPT** the proposed LDR text amendment included in Ordinance 2024-11.

Attachments

- A. Draft Ordinance 2024-11

Business Impact Estimate

This form should be included in the agenda packet for the item under which the proposed ordinance is to be considered and must be posted on the [City's/Town's/Village's] website by the time notice of the proposed ordinance is published.

Proposed ordinance's title/reference: Ordinance No. 2024-11 -- AMENDING CHAPTER 23 "LAND DEVELOPMENT REGULATIONS," ARTICLE 4 "DEVELOPMENT STANDARDS," SECTION 23.4-25 "MICRO-UNITS"

This Business Impact Estimate is provided in accordance with section 166.041(4), Florida Statutes. If one or more boxes are checked below, this means the [City/Town/Village] is of the view that a business impact estimate is not required by state law¹ for the proposed ordinance, but the [City/Town/Village] is, nevertheless, providing this Business Impact Estimate as a courtesy and to avoid any procedural issues that could impact the enactment of the proposed ordinance. This Business Impact Estimate may be revised following its initial posting.

- The proposed ordinance is required for compliance with Federal or State law or regulation;
- The proposed ordinance relates to the issuance or refinancing of debt;
- The proposed ordinance relates to the adoption of budgets or budget amendments, including revenue sources necessary to fund the budget;
- The proposed ordinance is required to implement a contract or an agreement, including, but not limited to, any Federal, State, local, or private grant or other financial assistance accepted by the municipal government;
- The proposed ordinance is an emergency ordinance;
- The ordinance relates to procurement; or
- The proposed ordinance is enacted to implement the following:
 - a. Part II of Chapter 163, Florida Statutes, relating to growth policy, county and municipal planning, and land development regulation, including zoning, development orders, development agreements and development permits;
 - b. Sections 190.005 and 190.046, Florida Statutes, regarding community development districts;
 - c. Section 553.73, Florida Statutes, relating to the Florida Building Code; or
 - d. Section 633.202, Florida Statutes, relating to the Florida Fire Prevention Code.

¹ See Section 166.041(4)(c), Florida Statutes.

In accordance with the provisions of controlling law, even notwithstanding the fact that an exemption noted above may apply, the [City/Town/Village] hereby publishes the following information:

1. Summary of the proposed ordinance (must include a statement of the public purpose, such as serving the public health, safety, morals and welfare):

2. An estimate of the direct economic impact of the proposed ordinance on private, for-profit businesses in the [City/Town/Village], if any:

- (a) An estimate of direct compliance costs that businesses may reasonably incur;
- (b) Any new charge or fee imposed by the proposed ordinance or for which businesses will be financially responsible; and
- (c) An estimate of the [City's/Town's/Village's] regulatory costs, including estimated revenues from any new charges or fees to cover such costs.

\$0

3. Good faith estimate of the number of businesses likely to be impacted by the proposed ordinance:

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4. Additional information the governing body deems useful (if any):

[You may wish to include in this section the methodology or data used to prepare the Business Impact Estimate. For example: [City/Town/Village] staff solicited comments from businesses in the [City/Town/Village] as to the potential impact of the proposed ordinance by contacting the chamber of commerce, social media posting, direct mail or direct email, posting on [City/Town/Village] website, public workshop, etc. You may also wish to include efforts made to reduce the potential fiscal impact on businesses. You may also wish to state here that the proposed ordinance is a generally applicable ordinance that applies to all persons similarly situated (individuals as well as businesses) and, therefore, the proposed ordinance does not affect only businesses].

There is no business impact with this ordinance.

STAFF REPORT REGULAR MEETING

AGENDA DATE: October 1, 2024

DEPARTMENT: Community Sustainability

TITLE:

Ordinance No. 2024-16 – Second Reading – amending Chapter 9 “Buildings and Structural Regulations,” Article I “In General,” Section 9-3 to remove redundant language

SUMMARY:

The proposed ordinance would amend Chapter 9 of the City’s Code of Ordinances, Article I, Section 9-3 – Special Flood-hazard Areas. The proposed amendment would remove a section of the City’s Code which is already adopted by the 2023 Florida Building Code and is therefore redundant.

At its meeting on September 17, 2024, the City Commission unanimously voted to approve the ordinance on first reading.

MOTION:

Move to approve/disapprove Ordinance 2024-16 amending Chapter 9 “Buildings and Structural Regulations,” Article I “In General,” Section 9-3 to remove redundant language .

ATTACHMENT(S):

Ordinance 2024-16

ORDINANCE 2024-16 - AN ORDINANCE BY THE CITY OF LAKE WORTH BEACH, FLORIDA, AMENDING CHAPTER 9 "BUILDINGS AND STRUCTURAL REGULATIONS," ARTICLE 1 "IN GENERAL,"; AND PROVIDING FOR SEVERABILITY, CONFLICTS, CODIFICATION AND AN EFFECTIVE DATE.

WHEREAS, the Legislature of the State of Florida has, in Chapter 166 – Municipalities, Florida Statutes, conferred upon local governments the authority to adopt regulations designed to promote the public health, safety, and general welfare of its citizenry; and

WHEREAS, the City has determined that it is in the public interest to amend Chapter 9, "Buildings and Structural Regulations," Article 1 "In General," to remove technical amendments to the Florida Building Code that are superseded by the current Florida Building Code.

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

Section 1: The foregoing "WHEREAS" clauses are ratified and confirmed as being true and correct and are made a specific part of this ordinance as if set forth herein.

Section 2: Chapter 9 "Buildings and Structural Regulations," Article 1 "In General," Division 1 "Administration," Section 9-3 is hereby amended to read as follows:

Sec. 9-3. Special flood hazard area provisions. Reserved.

9-3.1 The Florida Building Code, Residential is hereby amended by the following technical amendments.

R322.2.1 Elevation requirements.

1. Buildings and structures in flood hazard areas not designated as Coastal A Zones shall have the lowest floors elevated to or above the base flood elevation plus 1 foot or the design flood elevation, whichever is higher.

2. Buildings and structures in flood hazard areas designated as Coastal A Zones shall have the lowest floors elevated to or above the base flood elevation plus 1 foot (305 mm), or to the design flood elevation, whichever is higher.

3. In areas of shallow flooding (AO Zones), buildings and structures shall have the lowest floor (including basement) elevated at least as high above the highest adjacent grade as the depth number specified in feet on the FIRM plus 1 foot, or at least 3 feet if a depth number is not specified.

4. Basement floors that are below grade on all sides shall be elevated to or above the base flood elevation plus 1 foot or the design flood elevation, whichever is higher.

Exception: Enclosed areas below the design flood elevation, including basements whose floors are not below grade on all sides, shall meet the requirements of Section R322.2.2.

52 ~~R322.3.2 Elevation requirements.~~

53 ~~1. All buildings and structures erected within coastal high-hazard areas shall be~~
54 ~~elevated so that the lowest portion of all structural members supporting the~~
55 ~~lowest floor, with the exception of mat or raft foundations, piling, pile caps,~~
56 ~~columns, grade beams and bracing, is:~~

57 ~~1.1 Located at or above the base flood elevation plus 1 foot or the design flood~~
58 ~~elevation, whichever is higher, if the lowest horizontal structural member is~~
59 ~~oriented parallel to the direction of wave approach, where parallel shall mean~~
60 ~~less than or equal to 20 degrees (0.35 rad) from the direction of approach, or~~

61 ~~1.2 Located at the base flood elevation plus 2 feet, or the design flood elevation,~~
62 ~~whichever is higher, if the lowest horizontal structural member is oriented~~
63 ~~perpendicular to the direction of wave approach, where perpendicular shall mean~~
64 ~~greater than 20 degrees (0.35 rad) from the direction of approach.~~

65 ~~2. Basement floors that are below grade on all sides are prohibited.~~

66 ~~3. The use of fill for structural support is prohibited.~~

67 ~~4. Minor grading, and the placement of minor quantities of fill, shall be permitted for~~
68 ~~landscaping and for drainage purposes under and around buildings and for~~
69 ~~support of parking slabs, pool decks, patios and walkways.~~

70
71 ~~Exception: Walls and partitions enclosing areas below the design flood elevation shall~~
72 ~~meet the requirements of Sections R322.3.4 and R322.3.5.~~

73
74 **Section 3:** Severability. If any section, subsection, sentence, clause, phrase or portion
75 of this Ordinance is for any reason held invalid or unconstitutional by any court of competent
76 jurisdiction, such portion shall be deemed a separate, distinct, and independent provision, and
77 such holding shall not affect the validity of the remaining portions thereof.

78
79 **Section 4:** Repeal of Laws in Conflict. All ordinances or parts of ordinances in conflict
80 herewith are hereby repealed to the extent of such conflict.

81
82 **Section 5:** Codification. The sections of the ordinance may be made a part of the City
83 Code of Laws and ordinances and may be re-numbered or re-lettered to accomplish such, and
84 the word "ordinance" may be changed to "section", "division", or any other appropriate word.

85
86 **Section 6:** Effective Date. This ordinance shall become effective 10 days after
87 passage.

88
89 The passage of this ordinance on first reading was moved by Vice Mayor Malega,
90 seconded by Commissioner May, and upon being put to a vote, the vote was as follows:

91		
92	Mayor Betty Resch	AYE
93	Vice Mayor Sarah Malega	AYE
94	Commissioner Christopher McVoy	AYE
95	Commissioner Mimi May	AYE
96	Commissioner Reinaldo Diaz	AYE

97
98 The Mayor thereupon declared this ordinance duly passed on first reading on the 17th day
99 of September, 2024.

100
101

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

- 104
- 105 Mayor Betty Resch
- 106 Vice Mayor Sarah Malega
- 107 Commissioner Christopher McVoy
- 108 Commissioner Mimi May
- 109 Commissioner Reinaldo Diaz

110
111 The Mayor thereupon declared this ordinance duly passed on the _____ day of
112 _____, 2024.

113
114 LAKE WORTH BEACH CITY COMMISSION

115
116
117 By: _____
118 Betty Resch, Mayor

119
120 ATTEST:

121
122
123 _____
124 Melissa Ann Coyne, MMC, City Clerk

Business Impact Estimate

This form should be included in the agenda packet for the item under which the proposed ordinance is to be considered and must be posted on the [City's/Town's/Village's] website by the time notice of the proposed ordinance is published.

Proposed ordinance's title/reference: Ordinance No. 2024-16 -- amending Chapter 9, "Buildings and Structural Regulations," Article 1 "In General," to remove technical amendments to the Florida Building Code that are superseded by the current Florida Building Code

This Business Impact Estimate is provided in accordance with section 166.041(4), Florida Statutes. If one or more boxes are checked below, this means the [City/Town/Village] is of the view that a business impact estimate is not required by state law¹ for the proposed ordinance, but the [City/Town/Village] is, nevertheless, providing this Business Impact Estimate as a courtesy and to avoid any procedural issues that could impact the enactment of the proposed ordinance. This Business Impact Estimate may be revised following its initial posting.

- The proposed ordinance is required for compliance with Federal or State law or regulation;
- The proposed ordinance relates to the issuance or refinancing of debt;
- The proposed ordinance relates to the adoption of budgets or budget amendments, including revenue sources necessary to fund the budget;
- The proposed ordinance is required to implement a contract or an agreement, including, but not limited to, any Federal, State, local, or private grant or other financial assistance accepted by the municipal government;
- The proposed ordinance is an emergency ordinance;
- The ordinance relates to procurement; or
- The proposed ordinance is enacted to implement the following:
 - a. Part II of Chapter 163, Florida Statutes, relating to growth policy, county and municipal planning, and land development regulation, including zoning, development orders, development agreements and development permits;
 - b. Sections 190.005 and 190.046, Florida Statutes, regarding community development districts;
 - c. Section 553.73, Florida Statutes, relating to the Florida Building Code; or
 - d. Section 633.202, Florida Statutes, relating to the Florida Fire Prevention Code.

In accordance with the provisions of controlling law, even notwithstanding the fact that an exemption noted above may apply, the [City/Town/Village] hereby publishes the following information:

¹ See Section 166.041(4)(c), Florida Statutes.

1. Summary of the proposed ordinance (must include a statement of the public purpose, such as serving the public health, safety, morals and welfare):

Removing old technical amendments that are superseded by current FL Bldg Code

2. An estimate of the direct economic impact of the proposed ordinance on private, for-profit businesses in the [City/Town/Village], if any:

- (a) An estimate of direct compliance costs that businesses may reasonably incur;
- (b) Any new charge or fee imposed by the proposed ordinance or for which businesses will be financially responsible; and
- (c) An estimate of the [City's/Town's/Village's] regulatory costs, including estimated revenues from any new charges or fees to cover such costs.

\$0

3. Good faith estimate of the number of businesses likely to be impacted by the proposed ordinance:

0

4. Additional information the governing body deems useful (if any):

[You may wish to include in this section the methodology or data used to prepare the Business Impact Estimate. For example: [City/Town/Village] staff solicited comments from businesses in the [City/Town/Village] as to the potential impact of the proposed ordinance by contacting the chamber of commerce, social media posting, direct mail or direct email, posting on [City/Town/Village] website, public workshop, etc. You may also wish to include efforts made to reduce the potential fiscal impact on businesses. You may also wish to state here that the proposed ordinance is a generally applicable ordinance that applies to all persons similarly situated (individuals as well as businesses) and, therefore, the proposed ordinance does not affect only businesses].

There is no business impact with this ordinance.

STAFF REPORT REGULAR MEETING

AGENDA DATE: October 1, 2024

DEPARTMENT: Community Sustainability

TITLE:

Ordinance No. 2024-15 - First Reading – amending Chapter 23 “Land Development Regulations,” Article 7 “Floodplain Management” to adopt the new FEMA Floodplain maps and required language

SUMMARY:

Ordinance 2024-15 would adopt the new FEMA Floodplain maps and amend required language in the Floodplain Management section of the Land Development Regulations

BACKGROUND AND JUSTIFICATION:

The City of Lake Worth Beach participates in the National Flood Insurance Program, which requires the City to meet the requirements of Title 44, Code of Federal Regulations. The Federal Emergency Management Agency (FEMA) has revised and reissued the Flood Insurance Study for Palm Beach County with an effective date of December 20, 2024. The subject ordinance adopts the new FEMA Floodplain maps and amends required language, including:

- Flood Insurance Study Date: Identifies the effective date of the new FEMA Flood Insurance Study and Flood Insurance Rate Maps.
- Historic Buildings: Corrects the Florida Building Code reference in the Historic Building definition and in the section regarding variances and appeals for repair, improvement or rehabilitation to Historic Buildings in the floodplain.
- Letter of Map Change: Revises the definition to properly categorize Letter of Map Amendment, Letter of Map Revision, Letter of Map Revision Based on Fill, and Conditional Letter of Map Revision as subtypes of a Letter of Map Change.
- Market Value: Revises the language defining Market Value.

The **Historic Resources Preservation Board (HRPB)** unanimously voted to recommend approval of the proposed text amendments at their meeting on September 11, 2024.

The **Planning & Zoning Board (PZB)** unanimously voted to recommend approval of the proposed text amendments at their meeting on September 18, 2024.

MOTION:

Move to approve/disapprove Ordinance 2024-15 on first reading, and to set the second reading and public hearing for October 15, 2024.

ATTACHMENT(S):

Ordinance 2024-15
2017 & 2024 FEMA Floodplain Maps
PZB/HRPB Staff Report

ORDINANCE 2024-15 - AN ORDINANCE BY THE CITY OF LAKE WORTH BEACH, FLORIDA, AMENDING CHAPTER 23 "LAND DEVELOPMENT REGULATIONS," ARTICLE 7 "FLOODPLAIN MANAGEMENT,"; AND PROVIDING FOR SEVERABILITY, CONFLICTS, CODIFICATION AND AN EFFECTIVE DATE.

WHEREAS, the Legislature of the State of Florida has, in Chapter 166 – Municipalities, Florida Statutes, conferred upon local governments the authority to adopt regulations designed to promote the public health, safety, and general welfare of its citizenry; and

WHEREAS, the City of Lake Worth Beach participates in the National Flood Insurance Program and the City desires to continue to meet the requirements of Title 44 Code of Federal Regulations, Sections 59 and 60, necessary for such participation; and

WHEREAS, the Federal Emergency Management Agency has revised and reissued the Flood Insurance Study for Palm Beach County, Florida and Incorporated Areas, with an effective date of December 20, 2024; and

WHEREAS, the City wishes to amend Chapter 23, "Land Development Regulations," Article 7 "Floodplain Management," Section 23.7-2 "Applicability" to identify the effective date of the revised Flood Insurance Study and Flood Insurance Rate Maps; and

WHEREAS, the City wishes to amend Chapter 23, "Land Development Regulations," Article 7 "Floodplain Management," Section 23.7-7 "Variances and appeals" to correct the cited reference to the Florida Building Code; and

WHEREAS, the City has determined that it is in the public interest to amend Chapter 23, "Land Development Regulations," Article 7 "Floodplain Management," Section 23.7-10 "Definitions" to revise the definitions for historic structure, letter of map change, and market value; and

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

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

WHEREAS, the City Commission has reviewed the proposed amendments and has determined that it is in the best interest of the public health, safety, and general welfare of the City to adopt this ordinance.

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

Section 1: The foregoing "WHEREAS" clauses are ratified and confirmed as being true and correct and are made a specific part of this ordinance as if set forth herein.

Section 2: Chapter 23 "Land Development Regulations," Article 7 "Floodplain Management," Division 1 "Administration," Section 23.7-2 "Applicability" is hereby amended by

52 adding the words shown in underline type and deleting the words struck through as indicated in
53 **Exhibit A.**

54
55 **Section 3:** Chapter 23 “Land Development Regulations,” Article 7 “Floodplain
56 Management,” Division 1 “Administration,” Section 23.7-7 “Variances and appeals” is hereby
57 amended by adding the words shown in underline type and deleting the words struck through as
58 indicated in **Exhibit B.**

59
60 **Section 4:** Chapter 23 “Land Development Regulations,” Article 7 “Floodplain
61 Management,” Division 2 “Definitions,” Section 23.7-10 “Definitions” is hereby amended by adding
62 the words shown in underline type and deleting the words struck through as indicated in **Exhibit**
63 **C.**

64
65 **Section 5:** Severability. If any section, subsection, sentence, clause, phrase or portion
66 of this Ordinance is for any reason held invalid or unconstitutional by any court of competent
67 jurisdiction, such portion shall be deemed a separate, distinct, and independent provision, and
68 such holding shall not affect the validity of the remaining portions thereof.

69
70 **Section 6:** Repeal of Laws in Conflict. All ordinances or parts of ordinances in conflict
71 herewith are hereby repealed to the extent of such conflict.

72
73 **Section 7:** Codification. The sections of the ordinance may be made a part of the City
74 Code of Laws and ordinances and may be re-numbered or re-lettered to accomplish such, and
75 the word “ordinance” may be changed to “section”, “division”, or any other appropriate word.

76
77 **Section 8:** Effective Date. This ordinance shall become effective 10 days after
78 passage.

79
80 The passage of this ordinance on first reading was moved by _____, seconded
81 by _____, and upon being put to a vote, the vote was as follows:

- 82
83 Mayor Betty Resch
84 Vice Mayor Sarah Malega
85 Commissioner Christopher McVoy
86 Commissioner Mimi May
87 Commissioner Reinaldo Diaz

88
89 The Mayor thereupon declared this ordinance duly passed on first reading on the _____
90 day of _____, 2024.

91
92
93 The passage of this ordinance on second reading was moved by _____,
94 seconded by _____, and upon being put to a vote, the vote was as follows:

- 95
96 Mayor Betty Resch
97 Vice Mayor Sarah Malega
98 Commissioner Christopher McVoy
99 Commissioner Mimi May
100 Commissioner Reinaldo Diaz

102 The Mayor thereupon declared this ordinance duly passed on the _____ day of
103 _____, 2024.

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LAKE WORTH BEACH CITY COMMISSION

By: _____
Betty Resch, Mayor

ATTEST:

Melissa Ann Coyne, MMC, City Clerk

EXHIBIT A

Chapter 23

LAND DEVELOPMENT REGULATIONS ARTICLE 7 "FLOODPLAIN MANAGEMENT"

Article 7, "Floodplain Management," Division 1, "Administration"

Sec. 23.7-2. Applicability.

c) *Basis for establishing flood hazard areas.* The Flood Insurance Study for Palm Beach County, Florida and Incorporated Areas, dated ~~October 5, 2017~~ **December 20, 2024**, and all subsequent amendments and revisions, and the accompanying Flood Insurance Rate Maps (FIRM), and all subsequent amendments and revisions to such maps, are adopted by reference as a part of this ordinance and shall serve as the minimum basis for establishing flood hazard areas. Studies and maps that establish flood hazard areas are on file at the Lake Worth City Hall, 7 North Dixie Highway, Lake Worth **Beach**, Florida 33460.

EXHIBIT B

Chapter 23

LAND DEVELOPMENT REGULATIONS ARTICLE 7 "FLOODPLAIN MANAGEMENT"

Article 7, "Floodplain Management," Division 1, "Administration"

Sec. 23.7-7. Variances and appeals.

- d) *Historic buildings.* A variance is authorized to be issued for the repair, improvement, or rehabilitation of a historic building that is determined eligible for the exception to the flood resistant construction requirements of the Florida Building Code, Existing Building, Chapter 44 **12** Historic Buildings, upon a determination that the proposed repair, improvement, or rehabilitation will not preclude the building's continued designation as a historic building and the variance is the minimum necessary to preserve the historic character and design of the building. If the proposed work precludes the building's continued designation as a historic building, a variance shall not be granted and the building and any repair, improvement, and rehabilitation shall be subject to the requirements of the Florida Building Code.

158 **EXHIBIT C**

159 Chapter 23

160 LAND DEVELOPMENT REGULATIONS ARTICLE 7 "FLOODPLAIN MANAGEMENT"

161
162
163
164 *Article 7, "Floodplain Management," Division 2, "Definitions"*

165
166 **Sec. 23.7-10. Definitions.**

167 ***

168
169 *Historic structure:* Any structure that is determined eligible for the exception to the flood
170 hazard area requirements of the Florida Building Code, Existing Building, Chapter 44 **12** Historic
171 Buildings.

172
173 *Letter of map change (LOMC):* An official determination issued by FEMA that amends or
174 revises an effective Flood Insurance Rate Map or Flood Insurance Study. Letters of map change
175 include:

176 **1.** *Letter of map amendment (LOMA):* An amendment based on technical data showing
177 that a property was incorrectly included in a designated special flood hazard area. A
178 LOMA amends the current effective Flood Insurance Rate Map and establishes that a
179 specific property, portion of a property, or structure is not located in a special flood
180 hazard area.

181
182 **2.** *Letter of map revision (LOMR):* A revision based on technical data that may show
183 changes to flood zones, flood elevations, special flood hazard area boundaries and
184 floodway delineations, and other planimetric features.

185
186 **3.** *Letter of map revision based on fill (LOMR-F):* A determination that a structure or parcel
187 of land has been elevated by fill above the base flood elevation and is, therefore, no
188 longer located within the special flood hazard area. In order to qualify for this
189 determination, the fill must have been permitted and placed in accordance with the
190 community's floodplain management regulations.

191
192 **4.** *Conditional letter of map revision (CLOMR):* A formal review and comment as to
193 whether a proposed flood protection project or other project complies with the minimum
194 NFIP requirements for such projects with respect to delineation of special flood hazard
195 areas. A CLOMR does not revise the effective Flood Insurance Rate Map or Flood
196 Insurance Study; upon submission and approval of certified as-built documentation, a
197 letter of map revision may be issued by FEMA to revise the effective FIRM.

198 ***

199
200 *Market value:* ~~The price at which a property will change hands between a willing buyer and~~
201 ~~a willing seller, neither party being under compulsion to buy or sell and both having reasonable~~
202 ~~knowledge of relevant facts.~~ As used in this ordinance, the term refers to the market value of
203 buildings and structures, excluding the land and other improvements on the parcel. Market value
204 ~~may be established by a qualified independent appraiser, is the~~ actual cash value (**in-kind**
205 replacement cost depreciated for age, wear and tear, neglect, and quality of construction)
206 **determined by a qualified independent appraiser,** or tax assessment value adjusted to
207 approximate market value by a factor provided by the **county** property appraiser.

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NOTES TO USERS

This map is for use in administering the National Flood Insurance Program. It does not necessarily identify all areas subject to flooding, particularly from local drainage sources of small size. The community map repository should be consulted for possible updated or additional flood hazard information.

To obtain more detailed information in areas where Base Flood Elevations (BFEs) and/or floodways have been determined, users are encouraged to consult the Flood Profiles and Floodway Data and/or Summary of Stillwater Elevations tables contained within the Flood Insurance Study (FIS) report that accompanies this FIRM. Users should be aware that BFEs shown on the FIRM represent rounded tenth-foot elevations. These BFEs are intended for flood insurance rating purposes only and should not be used as the sole source of flood elevation information. Accordingly, flood elevation data presented in the FIS report should be utilized in conjunction with the FIRM for purposes of construction and/or floodplain management.

Coastal Base Flood Elevations (BFEs) shown on this map apply only landward of 0.0' North American Vertical Datum of 1988 (NAVD 88). Users of this FIRM should be aware that coastal flood elevations are also provided in the Summary of Stillwater Elevations table in the Flood Insurance Study report for this jurisdiction. Elevations shown in the Summary of Stillwater Elevations table should be used for construction and/or floodplain management purposes when they are higher than the elevations shown on this FIRM.

Boundaries of the floodways were computed at cross sections and interpolated between cross sections. The floodways were based on hydraulic considerations with regard to requirements of the National Flood Insurance Program. Floodway widths and other pertinent floodway data are provided in the Flood Insurance Study report for this jurisdiction.

Certain areas not in Special Flood Hazard Areas may be protected by flood control structures. Refer to Section 2.4 "Flood Protection Measures" of the Flood Insurance Study report for information on flood control structures for this jurisdiction.

The projection used in the preparation of this map was Transverse Mercator State Plane Florida East FIPS Zone 0901 Feet. The horizontal datum was NAD83 HARN, GRS1980 spheroid. Differences in datum, spheroid, projection or UTM zones used in the production of FIRMs for adjacent jurisdictions may result in slight positional differences in map features across jurisdiction boundaries. These differences do not affect the accuracy of this FIRM.

Flood elevations on this map are referenced to the North American Vertical Datum of 1988. These flood elevations must be compared to structure and ground elevations referenced to the same vertical datum. For information regarding conversion between the National Geodetic Vertical Datum of 1929 and the North American Vertical Datum of 1988, visit the National Geodetic Survey website at <http://www.ngs.noaa.gov/> or contact the National Geodetic Survey at the following address:

NGS Information Services
NOAA, NNGS12
National Geodetic Survey
SSMC-3, #9201
1315 East-West Highway
Silver Spring, Maryland 20910-3282
(301) 713-3242

To obtain current elevation, description, and/or location information for bench marks shown on this map, please contact the Information Services Branch of the National Geodetic Survey at (301) 713-3242 or visit its website at <http://www.ngs.noaa.gov/>.

Base map information shown on this FIRM was provided in digital format by Palm Beach County. The original orthophotographic base imagery was provided in color with a one-foot pixel resolution at a scale of 1" = 200' from photography flown November 2010 - January 2011.

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For information and questions about this map, available products associated with this FIRM including historic versions of this FIRM, how to order products or the National Flood Insurance Program in general, please call the FEMA Map Information eXchange at 1-877-FEMA-MAP (1-877-336-2627) or visit the FEMA Map Service Center website at <http://msc.fema.gov/>. Available products may include previously issued Letters of Map Change, a Flood Insurance Study Report, and/or digital versions of this map. Many of these products can be ordered or obtained directly from the website. Users may determine the current map date for each FIRM panel by visiting the FEMA Map Service Center website or by calling the FEMA Map Information eXchange.

NOTE: MAP AREA SHOWN ON THIS PANEL IS LOCATED WITHIN TOWNSHIP 44 SOUTH, RANGE 43 EAST.

LEGEND

- SPECIAL FLOOD HAZARD AREAS SUBJECT TO INUNDATION BY THE 1% ANNUAL CHANCE FLOOD
- The 1% annual chance flood (100-year flood), also known as the base flood, is the flood that has a 1% chance of being equaled or exceeded in any given year. The Special Flood Hazard Area is the area subject to flooding by the 1% annual chance flood. Areas of Special Flood Hazard include Zones A, AE, AH, AO, AR, A99, V, and VE. The Base Flood Elevation is the water-surface elevation of the 1% annual chance flood.
- ZONE A** No Base Flood Elevations determined.
- ZONE AE** Base Flood Elevations determined.
- ZONE AH** Flood depths of 1 to 3 feet (usually areas of ponding); Base Flood Elevations determined.
- ZONE AO** Flood depths of 1 to 3 feet (usually sheet flow on sloping terrain); average depths determined. For areas of alluvial fan flooding, velocities also determined.
- ZONE AR** Special Flood Hazard Area formerly protected from the 1% annual chance flood by a flood control system that was subsequently identified. Zone AR indicates that the former flood control system is being restored to provide protection from the 1% annual chance or greater flood.
- ZONE A99** Areas to be protected from 1% annual chance flood event by a Federal flood protection system under construction; no Base Flood Elevations determined.
- ZONE V** Coastal flood zone with velocity hazard (wave action); no Base Flood Elevations determined.
- ZONE VE** Coastal flood zone with velocity hazard (wave action); Base Flood Elevations determined.
- FLOODWAY AREAS IN ZONE AE
- The floodway is the channel of a stream plus any adjacent floodplain areas that must be kept free of encroachment so that the 1% annual chance flood can be carried without substantial increases in flood heights.
- OTHER FLOOD AREAS**
- ZONE X** Areas of 0.2% annual chance flood; areas of 1% annual chance flood with average depths of less than 1 foot or with drainage areas less than 1 square mile; and areas protected by levees from 1% annual chance flood.
- OTHER AREAS**
- ZONE X** Areas determined to be outside the 0.2% annual chance floodplain.
- ZONE D** Areas in which flood hazards are undetermined, but possible.
- COASTAL BARRIER RESOURCES SYSTEM (CBRS) AREAS**
- OTHERWISE PROTECTED AREAS (OPAs)**
- CBRS areas and OPAs are normally located within or adjacent to Special Flood Hazard Areas.
- 1% annual chance floodplain boundary
- 0.2% annual chance floodplain boundary
- Floodway boundary
- Zone D boundary
- CBRS and OPA boundary
- Boundary dividing Special Flood Hazard Area Zones and boundary dividing Special Flood Hazard Areas of different Base Flood Elevations, flood depths, or flood velocities
- Base Flood Elevation line and value; elevation in feet*
- Base Flood Elevation value where uniform within zone; elevation in feet*

* Referenced to the North American Vertical Datum of 1988

Cross section line

Transsect line

97°07'30", 32°22'30"

475000E

6000000 FT

DX5510

M1.5

River Mile

MAP REPOSITORIES

Refer to Map Repositories List on Map Index

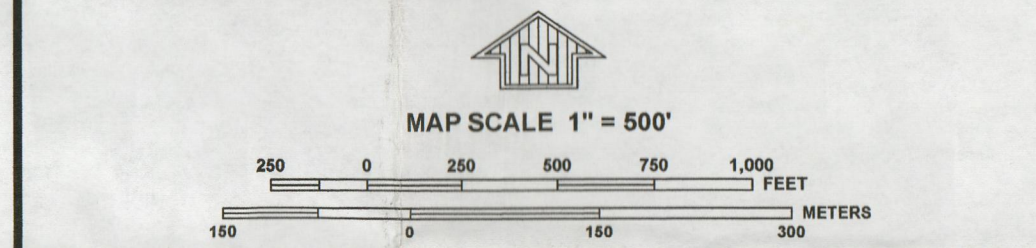
EFFECTIVE DATE OF COUNTYWIDE FLOOD INSURANCE RATE MAP

OCTOBER 5, 2017

EFFECTIVE DATE(S) OF REVISION(S) TO THIS PANEL

For community map revision history prior to countywide mapping, refer to the Community Map History table located in the Flood Insurance Study report for this jurisdiction.

To determine if flood insurance is available in this community, contact your insurance agent or call the National Flood Insurance Program at 1-800-638-6620.



NATIONAL FLOOD INSURANCE PROGRAM

PANEL 0593F N.E.

FIRM

FLOOD INSURANCE RATE MAP

PALM BEACH COUNTY, FLORIDA

AND INCORPORATED AREAS

PANEL 593 OF 1200

(SEE MAP INDEX FOR FIRM PANEL LAYOUT)

CONTAINS:

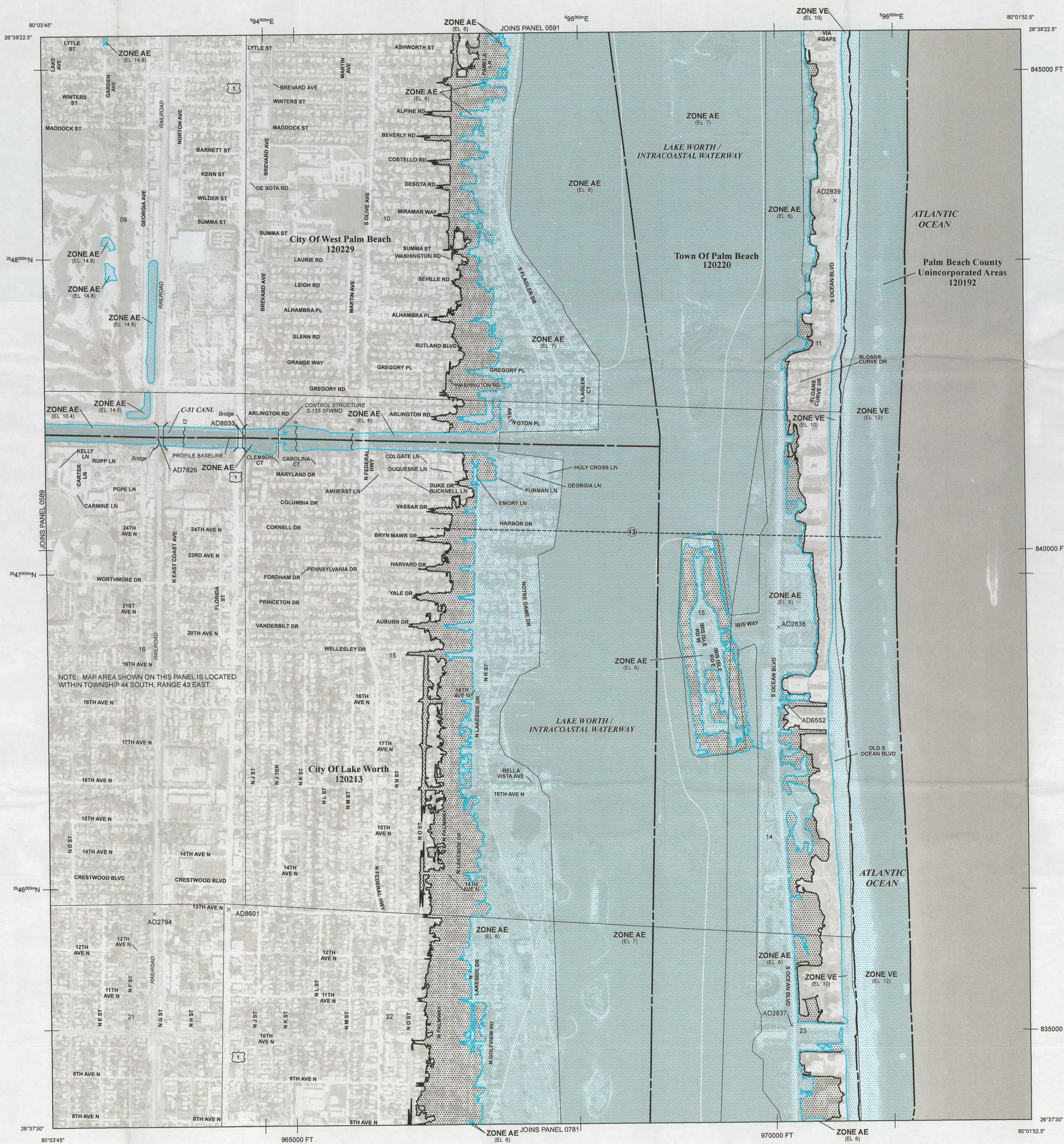
COMMUNITY	NUMBER	PANEL	SUFFIX
LAKE WORTH, CITY OF	120213	0593	F
PALM BEACH COUNTY	120192	0593	F
PALM BEACH, TOWN OF	120220	0593	F
WEST PALM BEACH, CITY OF	120229	0593	F

Notice to User: The Map Number shown below should be used when placing map orders. The Community Number shown above should be used on insurance applications for the subject community.

MAP NUMBER
12099C0593F

EFFECTIVE DATE
OCTOBER 5, 2017

Federal Emergency Management Agency



NOTES TO USERS

This map is for use in administering the National Flood Insurance Program. It does not necessarily identify all areas subject to flooding, particularly from local drainage sources of small size. The community map repository should be consulted for possible updated or additional flood hazard information.

To obtain more detailed information in areas where **Base Flood Elevations (BFEs)** and/or **floodways** have been determined, users are encouraged to consult the Flood Profiles and Floodway Data and/or Summary of Stillwater Elevations tables contained within the Flood Insurance Study (FIS) report that accompanies this FIRM. Users should be aware that BFEs shown on the FIRM represent rounded tenth-foot elevations. These BFEs are intended for flood insurance rating purposes only and should not be used as the sole source of flood elevation information. Accordingly, flood elevation data presented in the FIS report should be utilized in conjunction with the FIRM for purposes of construction and/or floodplain management.

Coastal Base Flood Elevations (CBFEs) shown on this map apply only landward of 0.0' North American Vertical Datum of 1988 (NAVD 88). Users of this FIRM should be aware that coastal flood elevations are also provided in the Summary of Stillwater Elevations table in the Flood Insurance Study report for this jurisdiction. Elevations shown in the Summary of Stillwater Elevations table should be used for construction and/or floodplain management purposes when they are higher than the elevations shown on this FIRM.

Boundaries of the **floodways** were computed at cross sections and interpolated between cross sections. The floodways were based on hydraulic considerations with regard to requirements of the National Flood Insurance Program. Floodway widths and other pertinent floodway data are provided in the Flood Insurance Study report for this jurisdiction.

Certain areas not in Special Flood Hazard Areas may be protected by flood control structures. Refer to Section 2.4 "Flood Protection Measures" of the Flood Insurance Study report for information on flood control structures for this jurisdiction.

The projection used in the preparation of this map was Transverse Mercator State Plane Florida East FIPS Zone 9901 Feet. The horizontal datum was NAD83 HARN, GRS1980 spheroid. Differences in datum, spheroid, projection or UTM zones used in the production of FIRMs for adjacent jurisdictions may result in slight positional differences in map features across jurisdiction boundaries. These differences do not affect the accuracy of this FIRM.

Flood elevations on this map are referenced to the North American Vertical Datum of 1988. These flood elevations must be compared to structure and ground elevations referenced to the same vertical datum. For information regarding conversion between the National Geodetic Vertical Datum of 1929 and the North American Vertical Datum of 1988, visit the National Geodetic Survey website at <http://www.ngs.noaa.gov/> or contact the National Geodetic Survey at the following address:

NGS Information Services
NOAA, NGS12
National Geodetic Survey
SSMC-3, #9202
1315 East-West Highway
Silver Spring, Maryland 20910-3282
(301) 713-3242

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LEGEND

SPECIAL FLOOD HAZARD AREAS SUBJECT TO INUNDATION BY THE 1% ANNUAL CHANCE FLOOD

The 1% annual chance flood (100-year flood), also known as the base flood, is the flood that has a 1% chance of being equaled or exceeded in any given year. The Special Flood Hazard Area is the area subject to flooding by the 1% annual chance flood. Areas of Special Flood Hazard include Zones A, AE, AH, AO, AR, A99, V, and VE. The Base Flood Elevation is the water-surface elevation of the 1% annual chance flood.

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FLOODWAY AREAS IN ZONE AE

The floodways is the channel of a stream plus any adjacent floodplain areas that must be kept free of encroachment so that the 1% annual chance flood can be carried without substantial increases in flood heights.

OTHER FLOOD AREAS

- ZONE X** Areas of 0.2% annual chance flood; areas of 1% annual chance flood with average depths of less than 1 foot or with drainage areas less than 1 square mile; and areas protected by levees from 1% annual chance flood.

OTHER AREAS

- ZONE X** Areas determined to be outside the 0.2% annual chance floodplain.
- ZONE D** Areas in which flood hazards are undetermined, but possible.

COASTAL BARRIER RESOURCES SYSTEM (CBRS) AREAS

OTHERWISE PROTECTED AREAS (OPAs)

CBRS areas and OPAs are normally located within or adjacent to Special Flood Hazard Areas.

- 1% annual chance floodplain boundary
- 0.2% annual chance floodplain boundary
- Floodway boundary
- Zone D boundary
- CBRS and OPA boundary
- Boundary dividing Special Flood Hazard Area Zones and boundary dividing Special Flood Hazard Areas of different Base Flood Elevations, flood depths, or flood velocities
- Base Flood Elevation line and value; elevation in feet* (EL 987)
- * Referenced to the North American Vertical Datum of 1988

Cross section line
A-A

Transect line
23-23

Geographic coordinates referenced to the North American Datum of 1983 (NAD 83), Western Hemisphere
87°07'30", 32°22'30"

Grid ticks
475000E
6000000 FT

DX5510
M1.5

MAP REPOSITORIES
Refer to Map Repositories List on Map Index

EFFECTIVE DATE OF COUNTY-WIDE FLOOD INSURANCE RATE MAP
OCTOBER 5, 2017

EFFECTIVE DATE(S) OF REVISION(S) TO THIS PANEL

For community map revision history prior to countywide mapping, refer to the Community Map History table located in the Flood Insurance Study report for this jurisdiction.

To determine if flood insurance is available in this community, contact your insurance agent or call the National Flood Insurance Program at 1-800-638-6620.

MAP SCALE 1" = 500'

250 0 250 500 750 1,000 FEET
100 0 100 200 METERS



NATIONAL FLOOD INSURANCE PROGRAM

PANEL 0781F S.E.

FIRM FLOOD INSURANCE RATE MAP PALM BEACH COUNTY, FLORIDA AND INCORPORATED AREAS

PANEL 781 OF 1200
(SEE MAP INDEX FOR FIRM PANEL LAYOUT)

CONTAINS:

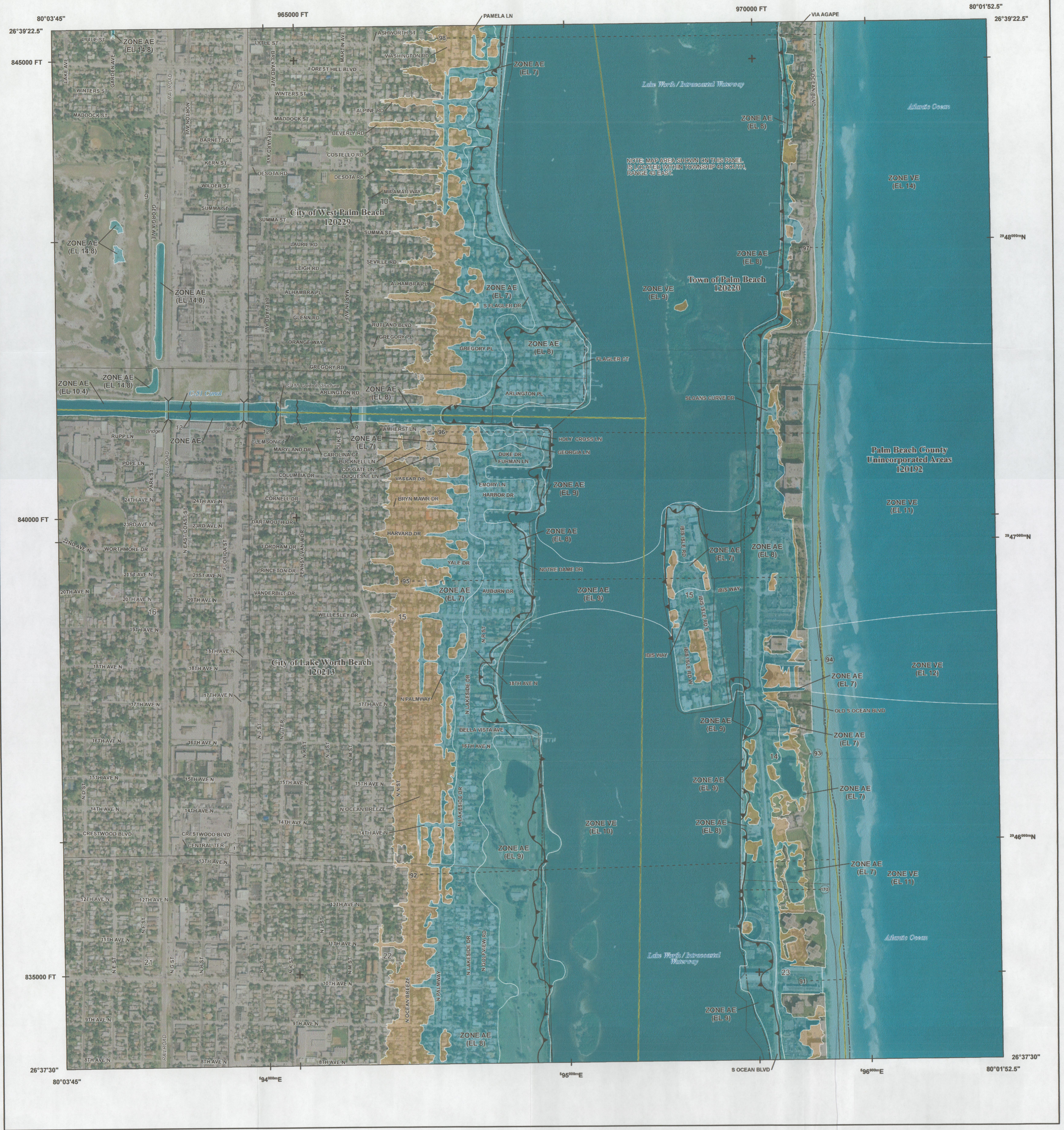
COMMUNITY	NUMBER	PANEL	SUFFIX
LAKE WORTH, CITY OF	12013	0781	F
LANTANA, TOWN OF	12014	0781	F
PALM BEACH COUNTY	120192	0781	F
PALM BEACH, TOWN OF	12020	0781	F

Notice to User: The Map Number shown above should be used when placing map orders; the Community Number shown above should be used on insurance applications for the subject community.

MAP NUMBER 12099C0781F

EFFECTIVE DATE OCTOBER 5, 2017

Federal Emergency Management Agency



FLOOD HAZARD INFORMATION

SEE FIS REPORT FOR DETAILED LEGEND AND INDEX MAP FOR FIRM PANEL LAYOUT
THE INFORMATION DEPICTED ON THIS MAP AND SUPPORTING DOCUMENTATION ARE ALSO AVAILABLE IN DIGITAL FORMAT AT
[HTTPS://MSC.FEMA.GOV](https://MSC.FEMA.GOV)

- SPECIAL FLOOD HAZARD AREAS**
 - Without Base Flood Elevation (BFE) Zone A, V, A99
 - With BFE or Depth Zone AE, AO, AH, VE, AR
 - Regulatory Floodway
 - 0.2% Annual Chance Flood Hazard, Areas of 1% annual chance flood with average depth less than one foot or with drainage areas of less than one square mile Zone X
 - Future Conditions 1% Annual Chance Flood Hazard Zone X
 - Area with Reduced Flood Risk due to Levee See Notes, Zone X
 - Area with Flood Risk due to Levee Zone D
- OTHER AREAS OF FLOOD HAZARD**
 - Area of Minimal Flood Hazard Zone X
 - Area of Undetermined Flood Hazard Zone D
- OTHER AREAS**
- GENERAL STRUCTURES**
 - Channel, Culvert, or Storm Sewer
 - Levee, Dike, or Floodwall
 - Cross Sections with 1% Annual Chance Water Surface Elevation
 - Coastal Transect
 - Coastal Transect Baseline
 - Profile Baseline
 - Hydrographic Feature
 - Base Flood Elevation Line (BFE)
- OTHER FEATURES**
 - Limit of Study
 - Jurisdiction Boundary

NOTES TO USERS

For information and questions about this Flood Insurance Rate Map (FIRM), available products associated with this FIRM, including historic versions, the current map date for each FIRM panel, how to order products, or the National Flood Insurance Program (NFIP) in general, please call the FEMA Map Information eXchange at 1-877-FEMA-MAP (1-877-336-6627) or visit the FEMA Flood Map Service Center website at <https://msc.fema.gov>. Available products may include previously issued Letters of Map Change, a Flood Insurance Study Report, and/or digital versions of this map. Many of these products can be ordered or obtained directly from the website.

Communities annexing land on adjacent FIRM panels must obtain a current copy of the adjacent panel as well as the current FIRM index. These may be ordered directly from the Flood Map Service Center at the number listed above.

For community and countywide map dates refer to the Flood Insurance Study Report for this jurisdiction.

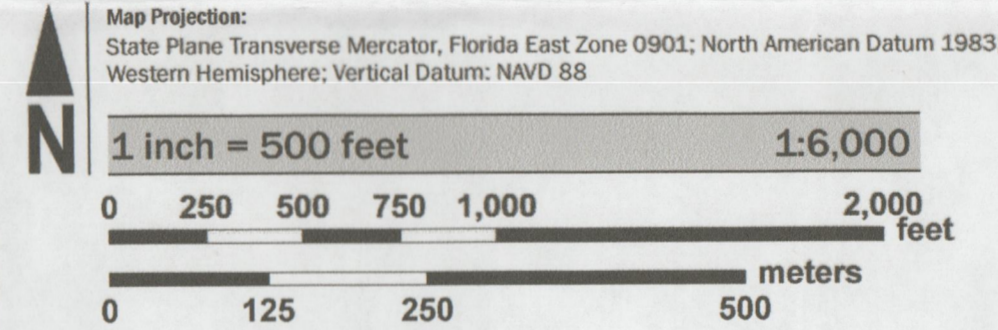
To determine if flood insurance is available in this community, contact your insurance agent or call the National Flood Insurance Program at 1-800-638-6620.

Base map information shown on this FIRM was provided by Palm Beach County, dated 2009 and 2019; the United States Geological Survey, dated 2004; and the Federal Emergency Management Agency, dated 2014 and 2017. Aerial imagery was provided by the United States Department of Agriculture, dated 2017, and has a ground sample resolution of 1 meter.

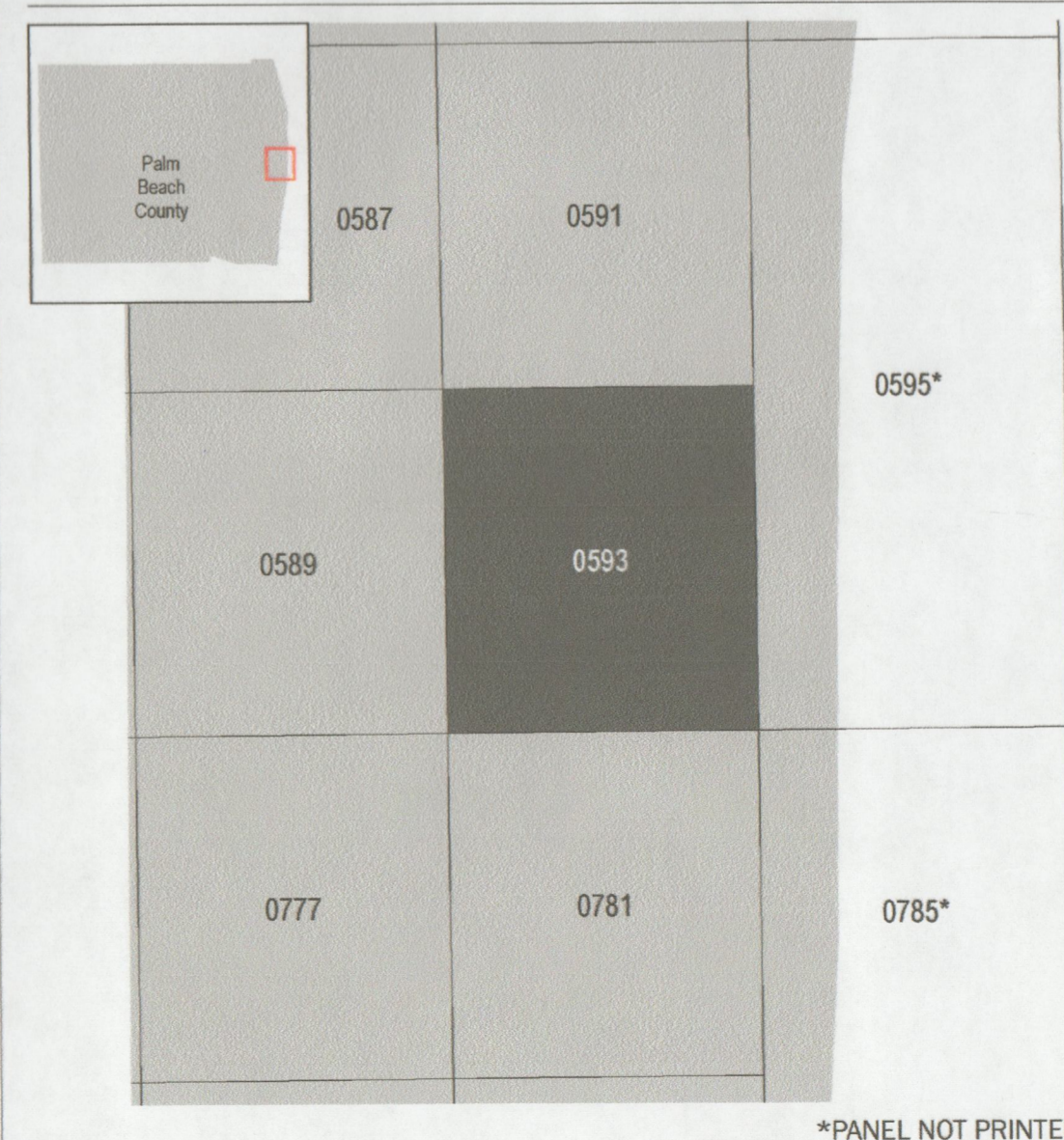
LIMIT OF MODERATE WAVE ACTION: Zone AE has been divided by a Limit of Moderate Wave Action (LIMWA). The LIMWA represents the approximate landward limit of the 1.5-foot breaking wave. The effects of wave hazards between Zone VE and the LIMWA (or between the shoreline and the LIMWA for areas where Zone VE is not identified) will be similar to, but less severe than, those in the Zone VE.

Limit of Moderate Wave Action (LIMWA)

SCALE



PANEL LOCATOR



NATIONAL FLOOD INSURANCE PROGRAM
FLOOD INSURANCE RATE MAP

PALM BEACH COUNTY, FLORIDA
 and Incorporated Areas
 PANEL 593 of 1200

Panel Contains:

COMMUNITY	NUMBER	PANEL	SUFFIX
LAKE WORTH BEACH, CITY OF	120213	0593	G
PALM BEACH COUNTY	120192	0593	G
PALM BEACH, TOWN OF	120220	0593	G
WEST PALM BEACH, CITY OF	120229	0593	G

FEMA
 National Flood Insurance Program

VERSION NUMBER
 2.6.3.4

MAP NUMBER
 12099C0593G

MAP REVISED
 DECEMBER 20, 2024



DATE: September 4, 2024

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

FROM: William Waters, Director Community Sustainability

MEETING: September 11 & September 18, 2024

SUBJECT: **Ordinance 2024-15**: Consideration of an ordinance amending Chapter 23 “Land Development Regulations,” Article 7 “Floodplain Management” to adopt the new FEMA Floodplain maps and required language.

PROPOSAL / BACKGROUND/ ANALYSIS:

The City of Lake Worth Beach participates in the National Flood Insurance Program, which requires the City to meet the requirements of Title 44, Code of Federal Regulations. The Federal Emergency Management Agency (FEMA) has revised and reissued the Flood Insurance Study for Palm Beach County with an effective date of December 20, 2024. Ordinance 2024-15 would adopt the new FEMA Floodplain maps and amend required language in the Floodplain Management section of the Land Development Regulations.

The proposed ordinance would amend the following sections of Article 7 of the City’s Land Development Regulations:

- Division 1 “Administration,” Section 23.7-2 – Applicability
- Division 1 “Administration,” Section 23.7-7 – Variances and Appeals
- Division 2 “Definitions,” Section 23.7-10 – Definitions

Flood Insurance Study Date: Identifies the effective date of the new FEMA Flood Insurance Study and Flood Insurance Rate Maps.

Historic Buildings: Corrects the Florida Building Code reference in the Historic Building definition and in the section regarding variances and appeals for repair, improvement or rehabilitation to Historic Buildings in the floodplain.

Letter of Map Change: Revises the definition to properly categorize Letter of Map Amendment, Letter of Map Revision, Letter of Map Revision Based on Fill, and Conditional Letter of Map Revision as subtypes of a Letter of Map Change.

Market Value: Revises the language defining Market Value.

STAFF RECOMMENDATION:

Staff recommends that the Planning and Zoning Board and Historic Resources Preservation Board recommend that the City Commission adopt Ordinance 2024-15.

POTENTIAL MOTION:

I move to **RECOMMEND/NOT RECOMMEND** TO THE CITY COMMISSION TO ADOPT the proposed LDR text amendments included in Ordinance 2024-15.

Attachments

- A. Draft Ordinance 2024-15