



AGENDA
CITY OF LAKE WORTH BEACH
REGULAR CITY COMMISSION MEETING (REVISED)
CITY HALL COMMISSION CHAMBER
TUESDAY, FEBRUARY 06, 2024 - 6:00 PM

ROLL CALL:

INVOCATION OR MOMENT OF SILENCE: led by Vice Mayor Christopher McVoy

PLEDGE OF ALLEGIANCE: led by Commissioner Sarah Malega

AGENDA - Additions / Deletions / Reordering:

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

- A. Presentation to honor Lake Worth Beach Ocean Rescue team members Captain Xavier DeSalis, Chase Modelski, Sam Kucharczuk, George Cornish, Philip Aaron, and Trey Good brought forward by Commissioner Malega
- B. [Proclamation declaring February 11-17, 2024 as 2-1-1 Awareness Week](#)
- C. [Presentation on the Lake Worth Neighborhood Planning Initiative by Nilsa Zacarias of Chen Moore & Associates](#)
- D. [Presentation on a Proposed Carbon Neutrality Comprehensive Plan Element by Nilsa Zacarias of Chen Moore & Associates](#)
- E. [Proclamation declaring February 2024 as Black History Month](#)
- F. [Proclamation declaring February 2024 as Anti-racism Month](#)

COMMISSION LIAISON REPORTS AND COMMENTS:

CITY MANAGER'S REPORT:

CITY ATTORNEY'S REPORT:

PUBLIC PARTICIPATION OF NON-AGENDAED ITEMS AND CONSENT AGENDA:

APPROVAL OF MINUTES:

- A. [January 12, 2024 - pre-agenda work session](#)
- B. [January 16, 2024 - regular meeting](#)

PUBLIC HEARINGS:

- A. [Ordinance No. 2024-01 - Second Reading - amending the City's Pension Plan Ordinance](#)
- B. [Ordinance No. 2024-04 - Second Reading - adopting the Florida Building Code 2023 8th Edition with recommended local amendments to Chapter One](#)

UNFINISHED BUSINESS:

- A. [Fifth Amendment to the Lease Agreement with Lutheran Services Florida, Inc.](#)

NEW BUSINESS:

- A. [Professional Services Agreements for Special Magistrate services](#)
- B. [Purchase Order with Alan Jay Fleet Services for the procurement of fleet replacement vehicles.](#)
- C. [Agreement with Homestead Concrete & Drainage Inc.](#)
- D. [Nominations to the Technical Advisory Committee \(TAC\) of the Transportation Planning Agency \(TPA\)](#)

UPCOMING MEETINGS AND WORK SESSIONS:

February 9 - pre-agenda work session @ 9 AM

February 20 - regular meeting @ 6 PM

ADJOURNMENT:

The City Commission has adopted Rules of Decorum for Citizen Participation (See Resolution No. 13-2023). The Rules of Decorum are posted within the City Hall Chambers, City Hall Conference Room, posted online at: <https://lakeworthbeachfl.gov/government/virtual-meetings/>, and available through the City Clerk's office. Compliance with the Rules of Decorum is expected and appreciated.

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

CITY OF LAKE WORTH BEACH

PROCLAMATION

- WHEREAS,** Tens of thousands of people reach out to 211 helpline each year; and
- WHEREAS,** During these challenging times that seem increasingly uncertain, 211's highly trained and accredited staff continue to be frontline responders available 24/7; and
- WHEREAS,** 211 is that central access number where individuals and families- people of all ages and walks of life can find life-saving crisis support, guidance and HOPE; and
- WHEREAS,** People have expressed growing struggles with mental & emotional health, addiction, and the ability to meet their basic needs of housing, utility payments, food and other concerns- 211's caring staff listen to each and every person to provide available resource options and to help them strategize and problem solve and; and
- WHEREAS,** 211 also has specialized advocacy and support programs for the community that include Caregiver Support, Help Me Grow, Elder Crisis Outreach and 211's life-saving "Sunshine" daily calls for lonely and isolated seniors and caregivers; and
- WHEREAS,** 211 is also the infrastructure and responder for the 988 Lifeline number and additional support lines that include First Responders and MYFLVET for veterans with peer-to-peer support and assistance for these specialized groups and their families.

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:

FEBRUARY 11-17, 2024

as

211 AWARENESS WEEK

in the City of Lake Worth Beach and urge all citizens to be aware that if they are overwhelmed and in crisis or just need to talk, 211 is available any time of day or night. 211 staff can also provide referrals for Mental Health Counseling, Substance Abuse, Health Care, Employment, Food Assistance, Day Care, Support Groups, Volunteering, VITA free income tax preparation and so much more.

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 6th day of February 2024.

Betty Resch, Mayor

ATTEST:

Melissa Ann Coyne, MMC, City Clerk

STAFF REPORT REGULAR MEETING

AGENDA DATE: February 6, 2024

DEPARTMENT: Community Sustainability

TITLE:

Presentation on the Lake Worth Neighborhood Planning Initiative by Nilsa Zacarias of Chen Moore & Associates

SUMMARY:

Presentation from the City's planning consultant on a proposed neighborhood planning initiative and program

BACKGROUND AND JUSTIFICATION:

Beginning back in 2019, the Community Sustainability Department began collaborations with Nilsa Zacarias of Chen Moore & Associates to develop a formal neighborhood planning initiative and program. The program, as envisioned, would include public participation from each neighborhood group to draft a plan that could be adopted by the City Commission as a pathway to establish the goals and priorities for each area. A plan template was finalized, but movement toward the planning process was halted by the onset of the CoVid epidemic. Staff is bringing this presentation forward now to inform the Commission and public of this proposed endeavor. Should the Commission support this program, work would begin later this year under an existing contract with Chen Moore & Associates.

MOTION:

Not Applicable

ATTACHMENT(S):

Neighborhood Plans Presentation
Draft Public Participation Brochure
Draft Neighborhood Plan Brochure



CITY OF LAKE WORTH BEACH

Community
SustainabilitySM

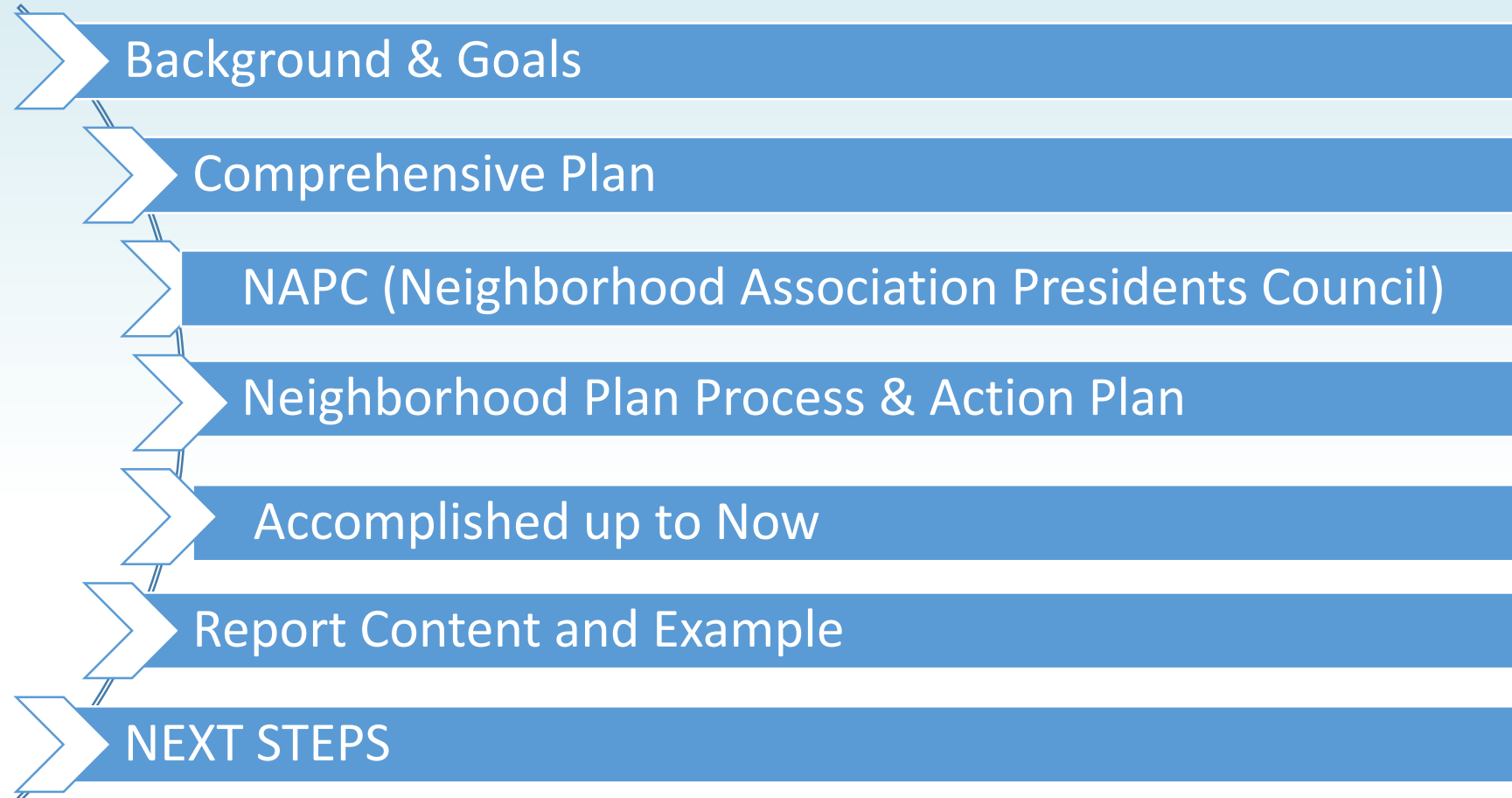
A City of Neighborhoods

Lake Worth Beach
Neighborhood Plans



Lake Worth Beach Neighborhood Plans

Agenda



Background & Goals

2018: City adopted Comprehensive Plan - Housing and Neighborhood Element

2019: Initiated 18 Neighborhood Plans

2020 & 2021: Covid paused process of meeting with each neighborhood



Neighborhood Plan Program Goals

1. Build mutual collaboration between neighborhood's residents, business community and the City, to:

- Create a sense of place
- Foster safer neighborhoods
- Encourage community pride
- Build a vibrant and diverse economy

City of Lake Worth
Beach



CITY OF NEIGHBORHOODS

Neighborhood Plans

18 Neighborhoods



GOAL

Empower each neighborhood to help themselves to create a sense of place by promoting awareness, training, and organization

Neighborhood Plan Program Goals

2. *Position LWB to be a competitive viable location of choice to bring economic development by*

- Strengthening our city as a **Community of Neighborhoods**
- Focusing on improving the character and lifestyle of neighborhoods

City of Lake Worth
Beach



CITY OF NEIGHBORHOODS

Neighborhood Plans

18 Neighborhoods



GOAL

Empower each neighborhood to help themselves to create a sense of place by promoting awareness, training, and organization



Comprehensive Plan Element: Housing and Neighborhood

- **GOAL 3.3:** Develop and implement strategies that reinforce Lake Worth as a “community of neighborhoods”, and promote neighborhood preservation, revitalization and stabilization to enhance the quality of life throughout its neighborhoods.
- **Objective 3.3.1:** The City of Lake Worth shall establish a **Neighborhood Planning program and incorporate neighborhood plans as part of the strategies** to become a city of diverse, distinct, and well-structured neighborhoods that meet the community’s needs for complete, sustainable, and high-quality living environments with a strong sense of place and identity.
- **Policy 3.3.1.4:** Engage neighborhood residents and organizations in collaborative efforts to share information, solve problems and plan for the future. This includes, to develop and implement a communications plan that outlines roles and responsibilities of City agencies, neighborhood organizations, residents, community institutions and businesses potentially affected by proposed actions.
- **Policy 3.3.1.11:** The City shall use the Neighborhood Plans accepted by the City Commission, and the recommendations contained therein, as guidelines to maintain and enhance the vitality of the neighborhoods.

Comprehensive Plan Element: Housing and Neighborhood

BRYANT PARK			
Boundaries:	The Bryant Park Neighborhood extends from Lake Avenue to 5th Avenue South and from Federal Highway to the Intracoastal Waterway.		
Description:	<p>About: Located between Downtown Lake Worth and Bryant Park along the Intracoastal Waterway, this Neighborhood offers a variety of amenities and housing options. In addition, the historic component to this area along with presence of a strong arts culture create a unique, vibrant neighborhood that can be enjoyed by residents and visitors.</p> <p>Web Site: Bryant Park Neighborhood Facebook Page</p> <p>Neighborhood Association: Yes</p>		



COLLEGE PARK			
Boundaries:	College Park extends from the east side of Dixie Highway to the Lake Worth Lagoon and from the north side of Wellesley Drive to Spillway Park and the C-51 Canal.		
Description:	<p>About: Unique to College Park is the naming of each street after prominent American colleges and universities. From Wellesley to Maryland; from Holy Cross to Vanderbilt, and from Carolina to Notre Dame, each block of College Park is home to families and friends united in the effort to honor and preserve our historic status and together, plan for our future in this wonderful neighborhood we can always be proud to call our home.</p> <p>Web Site: http://www.collegeparklakeworth.com/</p> <p>Neighborhood Association: Yes</p>		



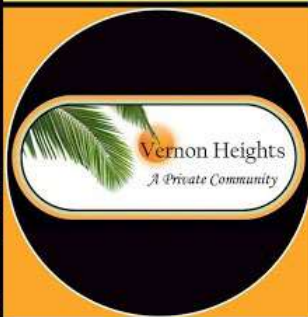
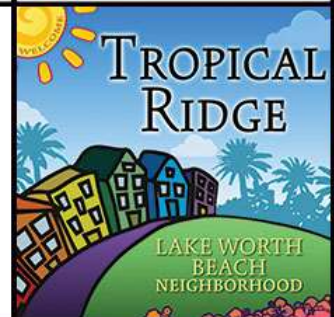
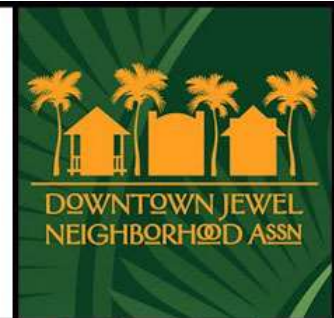
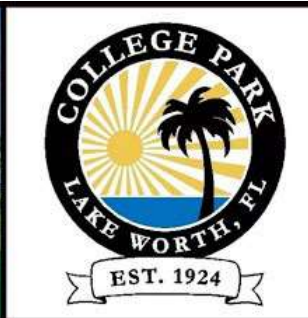
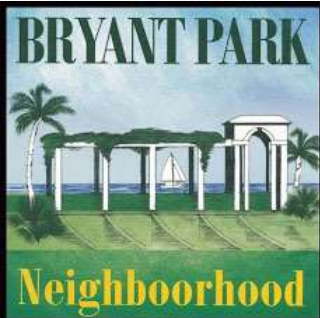
Comprehensive Plan Element: Housing and Neighborhood

- **Objective 3.3.2:** The City of Lake Worth shall **identify and address the needs of neighborhoods** and other specific areas of the City that are deteriorated, blighted, underutilized, threatened or generally inconsistent with the community's character. In addition to enacting neighborhood plans, the city shall establish other programs to preserve and reinforce the stability and diversity of the City's neighborhoods. These programs and actions may include but not be limited to the following:
 - Specific area plans
 - Infill and Redevelopment programs
 - Use of historic district provisions
 - Stabilization programs and projects
 - Residential and commercial revitalization programs
- **Policy 3.3.2.7:** Consider existing neighborhood and business associations' efforts addressing stability and protection, in order to attract and retain long term residents and business and insure the City's residential quality and economic vitality.

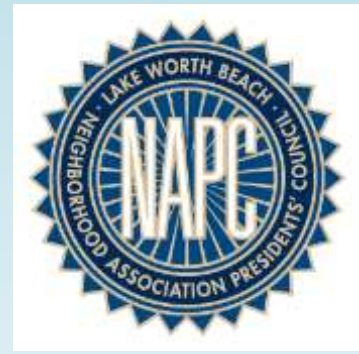
Lake Worth Beach NAPC



- Neighborhood Association Presidents Council (NAPC)
- “Our neighborhoods have boundaries. Our commitment to each other does not.”
- Chair, Craig Frost; Vice Chair, Jon Faust
- Non-Profit Organization with a mission to support and promote their Member Neighborhood Associations



Lake Worth Beach NAPC



- Lake Worth Beach Neighborhood Association President's Council (NAPC) is associated with 16 neighborhoods in the municipality.
- There are three requirements for any Lake Worth Neighborhood Association or group to hold a seat on the NAPC.
 1. Members Associations must be incorporated in the State of Florida as a non-profit corporation and maintain active incorporation status.
 2. Member Associations must have by-laws approved by their own members and must hold regularly scheduled meetings at times and places agreeable to their own members.
 3. Those Associations seeking membership on the NAPC, must meet the above qualifications and express their desire to join the NAPC by applying to the Council.

Neighborhood Plan Process

- 1. Neighborhood identification:** Determine and confirm the boundaries of each neighborhood. Determine whether there is an established neighborhood association and their legal status.
- 2. Meeting with City Departments and other entities:** Learn what are the programs, projects and resources available to residents for neighborhood improvement.
- 3. Determination of Existing Conditions:** Data Collection and Analysis to provide a more in-depth identification of issues and opportunities to improve conditions in the neighborhood.
- 4. Neighborhood Assessment:** Summarize each neighborhood's conditions and determine the main issues, challenges and opportunities for change.
- 5. Neighborhood Meetings:** Meet with each neighborhood association and other stakeholders to elicit feedback, ideas and suggestions to prepare a draft action plan, and to evaluate priorities and responsibilities for the implementation of the neighborhood plan.



Neighborhood Plan Process

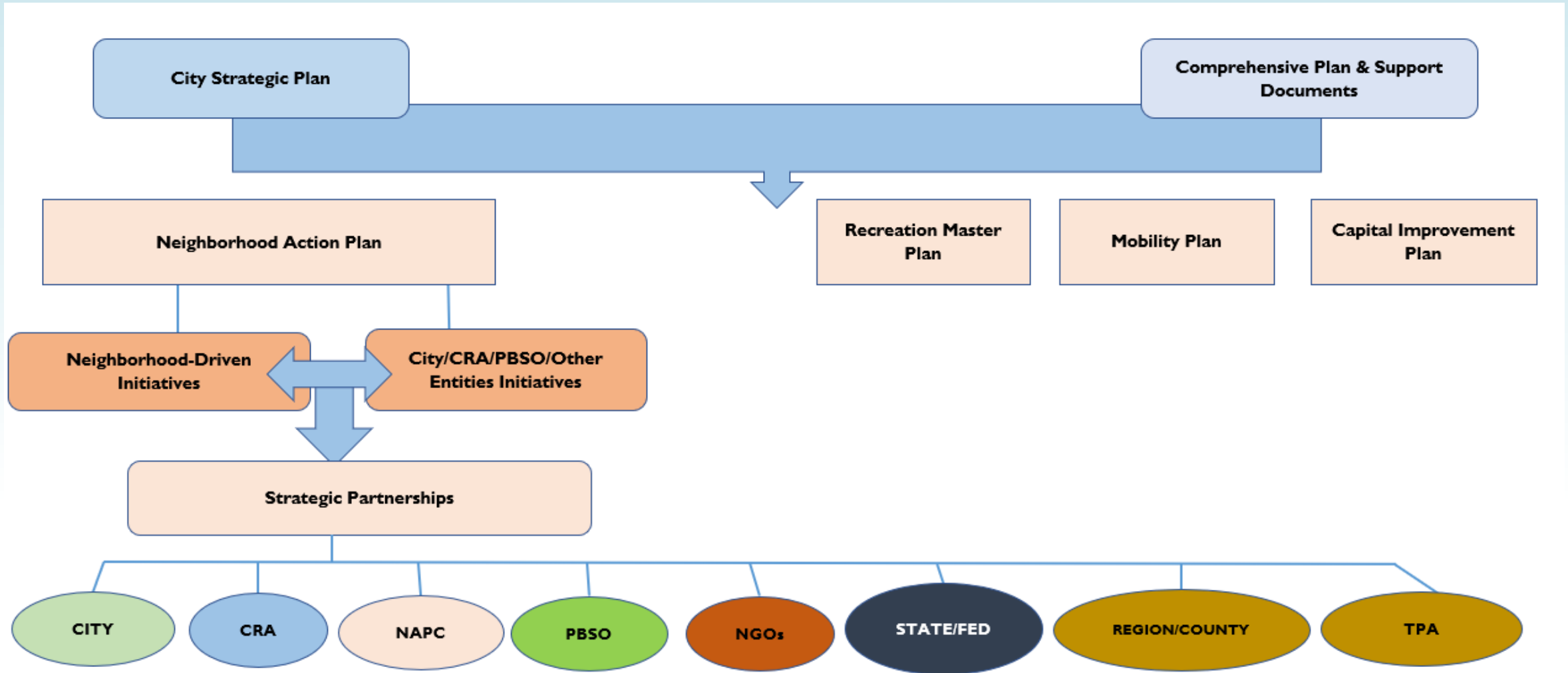
6. Draft Action Plan: Initial blueprint for neighborhood improvement to be discussed with each neighborhood and its representatives, in order to receive additional comments and fine tune the action plan.

7. Final Plan of Action: Final Action Plan for Neighborhood Improvement.

8. Presentation to City Commission for Adoption



Action Plan

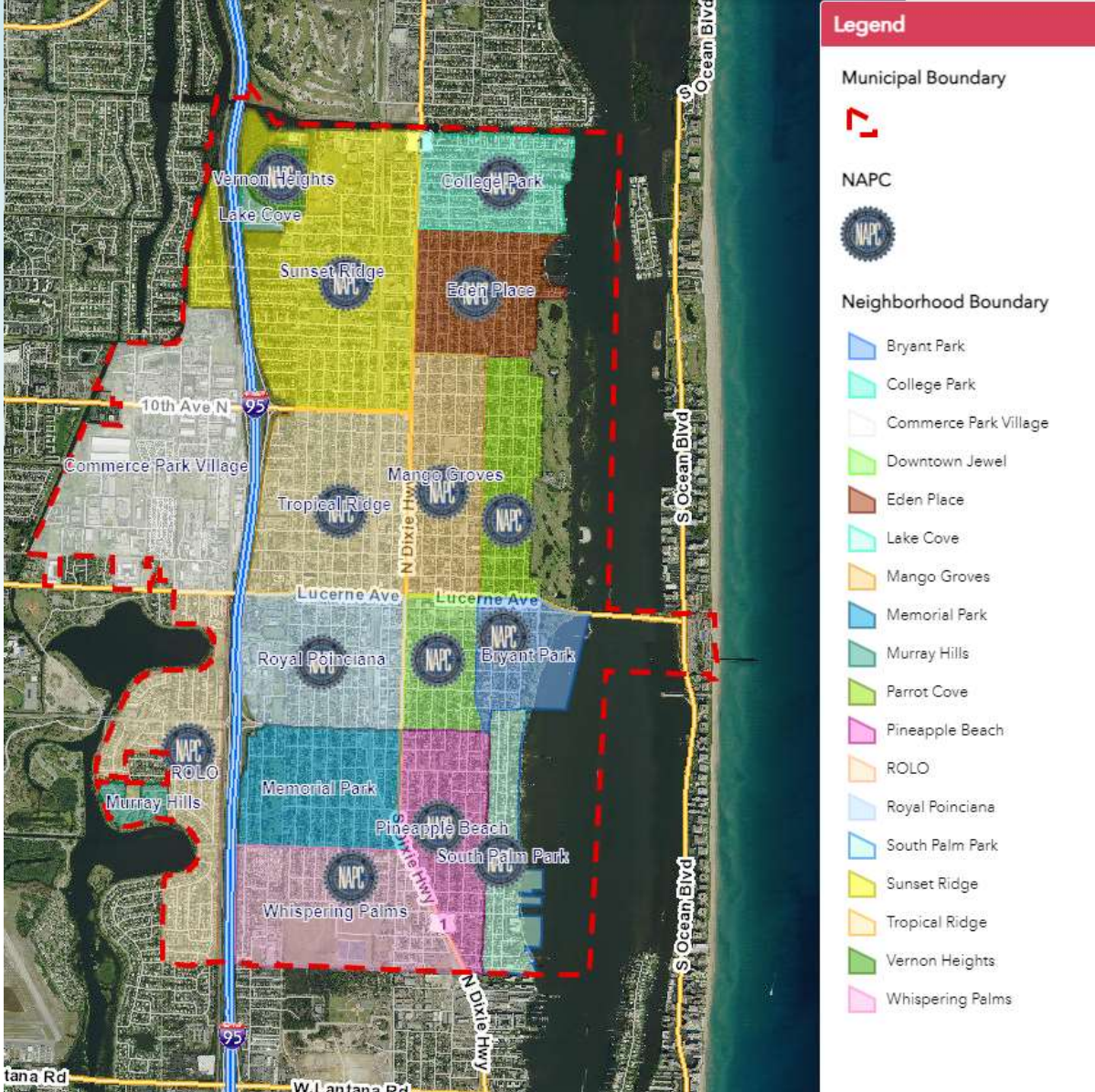


Accomplished up to Now

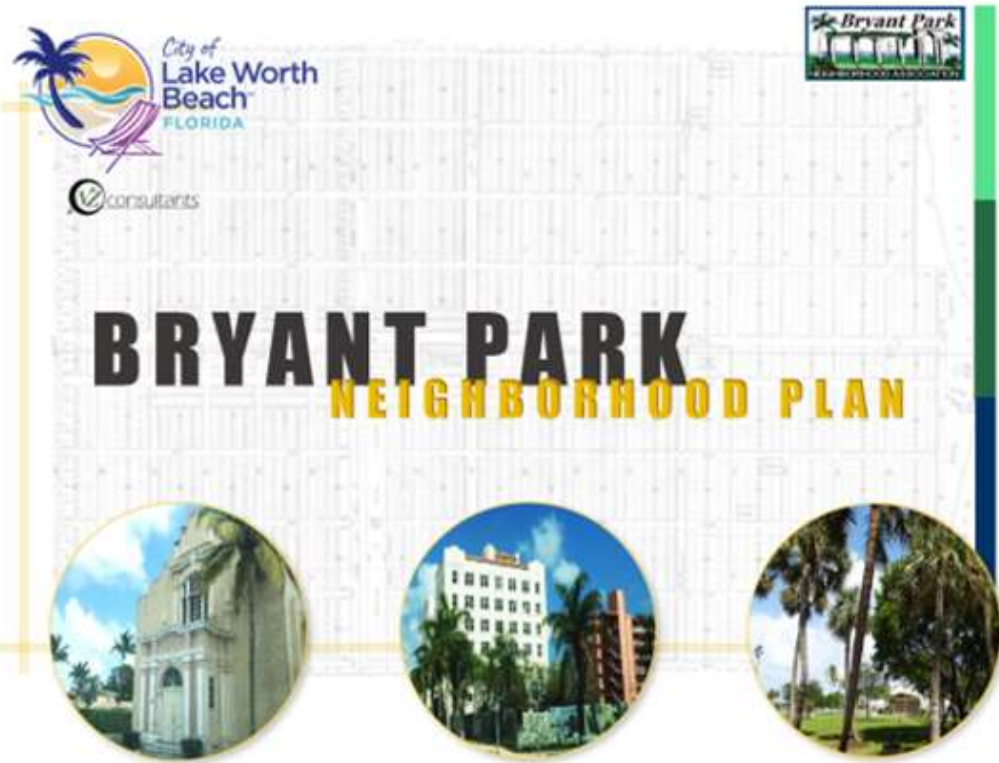
- **Meetings with each City Department (2019)**
 - Community Sustainability, Public Works, Rec & Open Space, Water Utilities, Electric Service, PBC Sheriff Office, PBC Fire Department, Community Redevelopment Agency (CRA)
- **Conducted Existing Condition Analysis of each Neighborhood (2019)**
 - Neighborhood Description, Demographics, Existing Uses, Future Land Use, Zoning Map, Infrastructure, Parks and Open Spaces
- **Generated Template for Action Plan initiatives driven by Neighborhoods (2019)** Actions to be ranked and prioritized by the neighborhood
- **Prepared 18 Drafts Neighborhood Plan Reports (2019)**

Report Content

- Creation of 18 Neighborhood Plan Reports with the following content:
 - Safety
 - Infrastructure
 - (Lighting, Drainage, Roads, Refusal, Water, Sidewalks, etc.)
 - Parks, Open Space, & Recreation
 - Traffic
 - Signage
 - Beautification
 - Code Compliance
 - Events



Example Neighborhood Plan Report – Bryant Park



BRYANT PARK NEIGHBORHOOD



Example Neighborhood Plan Report – Bryant Park

Neighborhood-Driven Action Plan

Neighborhood-driven initiatives include a description of the issue, the action or actions recommended for neighborhood improvement, suggested strategic partners, and implementation timeframes.

This section describes the proposed **Neighborhood Improvement Action Plan (Action Plan) for the neighborhood**. The Action Plan is based on the analysis of existing conditions and the identification of the most important issues facing this neighborhood. It is also based on an assessment of programs and initiatives the City and its partner agencies are implementing, or will be implementing in the upcoming years, to address some of those key issues.

The assessment will be discussed with the neighborhood group to seek their feedback, comments and suggestions, and work together in the preparation of an initial plan for neighborhood improvement, and the role residents, business owners, city agencies and other strategic partners will have in the implementation of the Action Plan. For instance, by implementing neighborhood watch programs, promoting special neighborhood or city-wide fundraising events, or implementing a façade and frontage improvement program.

The resulting **Action Plan** provides a guide for neighborhood improvement with a set of actions that will be carried out in coordination with neighborhood groups. The tables in the next pages provide **EXAMPLES** of current and future actions for neighborhood improvement in the neighborhood.

Neighborhood Improvement Action Plan

Example Neighborhood Plan Report – Bryant Park

Neighborhood Description

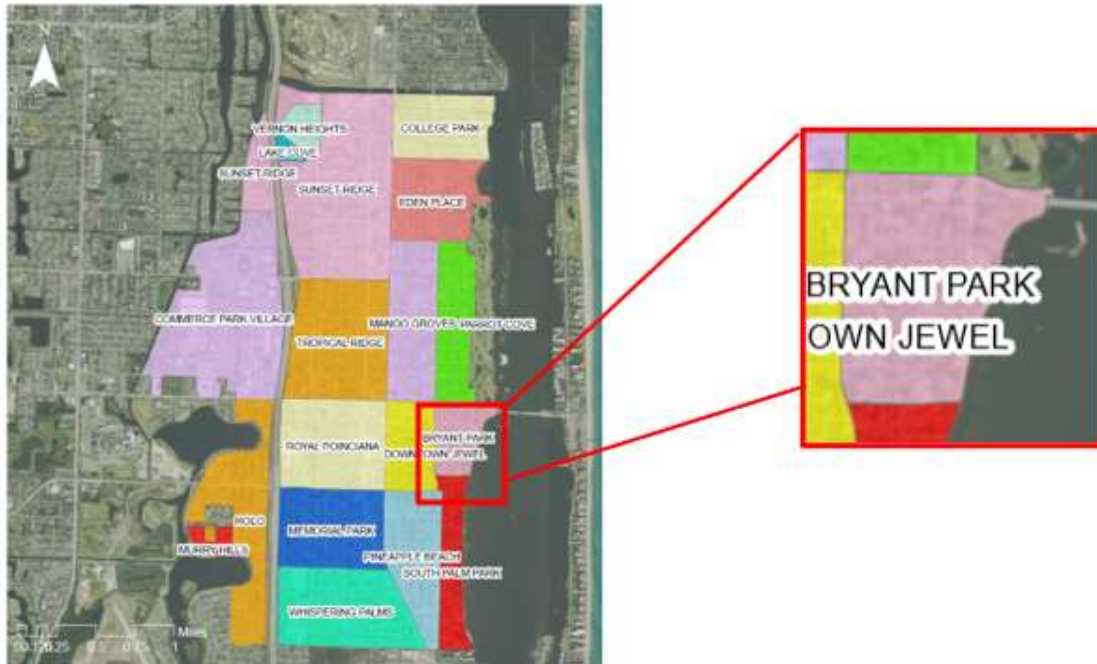


Figure 1: Neighborhood Location Map
Source: City of Lake Worth Beach

Currently, Bryant Park extends from the centerline of Lucerne Avenue southward to the centerline of 5th Avenue South; and from the centerline of South Federal Highway to the eastern boundary of Bryant Park at the Intracoastal Waterway.

Existing Conditions and Assessment

Example Neighborhood Plan Report – Bryant Park

Bryant Park Neighborhood includes two of the City's historic designated districts. Generally, to the north is part of the "Old Lucerne" historic district, along with the neighboring Parrot Cove to its north, across Lucerne Avenue. Almost the rest of this neighborhood is part of the designated "South Palm Park" historic district. It also includes the park with the same name on the intracoastal waterway. The historic Gulfstream Hotel is also located within the neighborhood boundaries.



224 S Federal Highway. Google Maps Street View



403 Ocean Breeze. Google Maps Street View



4th Ave S and Lakeside Drive. Google Maps Street View



2 South Lakeside Dr. Google Maps Street View



Gulfstream Historic Hotel. Google Maps Street View



499 Lakeside Drive. Google Maps Street View



99 5th Avenue South. Google Maps Street View

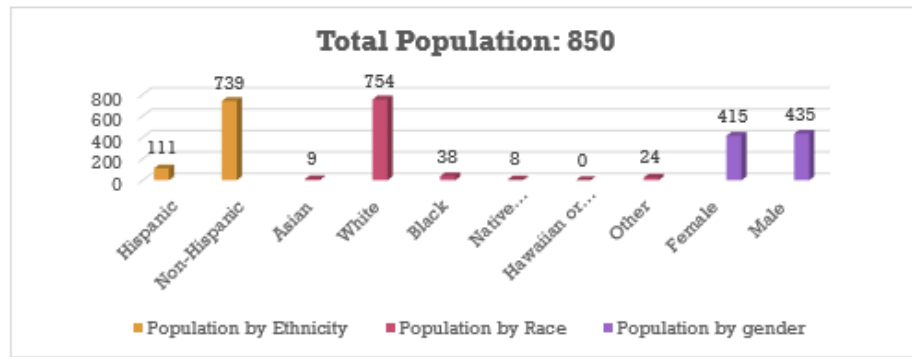


View of the Intracoastal Waterway from Bryan Park

Example Neighborhood Plan Report – Bryant Park

Existing Uses

Demographics



	Population by Ethnicity	Population by Race	Population by gender
Hispanic	111		
Non-Hispanic	739		
Asian		9	
White		754	
Black		38	
Native American		8	
Hawaiian or Pacific Islander		0	
Other		24	
Female			415
Male			435

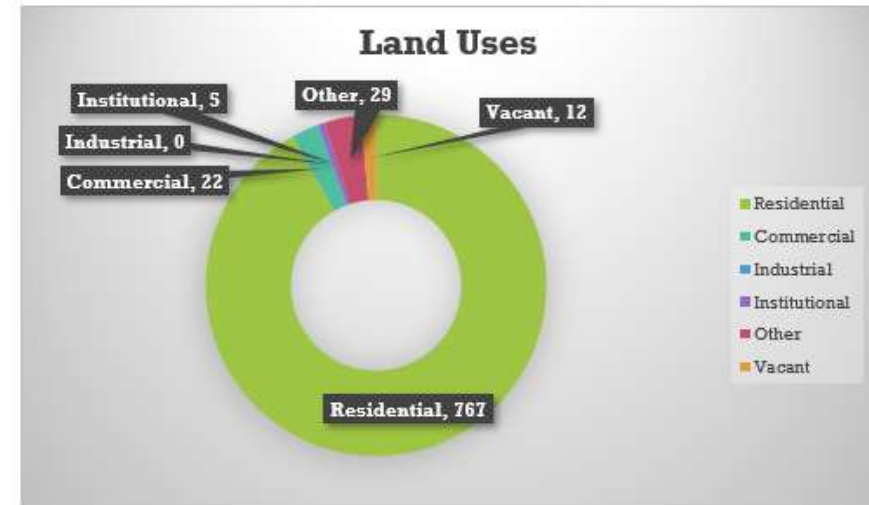


Table 1: Existing Land Uses (Source: City of Lake Worth Beach)

The predominant structure use is Residential use 767 structures within the neighborhood. The balance or 68 structures are a mix of commercial, institutional and other uses, including 12 vacant structures.

Based on a Census data from 2010 the population in the Bryant Park Neighborhood is predominantly white with a total population of 850 people. 764 of them are identifying themselves as White, with the balance or 96 people including a mix of Latinos, Black, Asian and Native American individuals. Male and female populations are almost evenly distributed in this neighborhood.

Example Neighborhood Plan Report – Bryant Park

Identified Opportunities and Constraints

Impact of City and Other Agency Actions

Bryant Park, which is one of the neighborhoods near the heart of the City, has been the focus of actions by the City and other agencies during the last several years. A series of mixed-use districts have been created through amendments to the future land use and zoning districts maps, which benefit areas along the main commercial corridors, namely Lucerne and Lake Avenues, and Federal Highway. This has effectively:

1. Consolidated diverse kind of mixed-uses along these corridors, which have the very potential for more intense residential and non-residential uses.
2. The residential section of the neighborhood, which is also a Historic District, has seen outstanding improvements in its physical appearance, the City investments on roads, sidewalks and landscaping and developers who have taken advantage of mixed-use provisions by building beautiful townhomes along Federal Highway.

These are examples of the potential positive impact these land use and zoning changes could bring about in the future, benefitting not only this neighborhood but the City a whole.

Main Neighborhood Issues Are Opportunities for Future Improvement

A strong leadership at the residential community level has taken advantage of the historic character of the neighborhood and the beauty of its physical environment. The result has been strong resident investment in their homes, including beautifully restored cottages and historic homes.

This also brings the opportunity to consolidate the remaining residential area and to maintain and improve the neighborhood's overall quality of life.

Next Steps...





CITY OF LAKE WORTH BEACH

Community
SustainabilitySM



City of
Lake Worth
Beachsm
FLORIDA

**INFORMATION TO PROVIDE TO
RESIDENTS ATTENDING PUBLIC
NEIGHBORHOOD MEETING**

ABOUT THE NEIGHBORHOOD PLAN PROCESS

Lake Worth Beach is a vibrant community filled with art, design, and diverse culture. Amongst these classifications, the City is a “Community of Neighborhoods.” The City has recognized a total of eighteen (18) diverse neighborhoods, with their own distinct identity and characteristics. However, the City had a plan to build mutual collaboration between neighborhood residents, the business community and the City to:

- Create a sense of place
- Foster safer neighborhoods
- Encourage community pride
- Building a vibrant and diverse economy

In addition, the goals for the neighborhood plan program would position Lake Worth Beach to be a competitive viable location of choice to bring economic development by

- Strengthening our city as a Community of Neighborhoods
- Focusing on improving the character and lifestyle of neighborhoods

BACKGROUNDS & GOALS

2018: City adopted Comprehensive Plan - Housing and Neighborhood Element

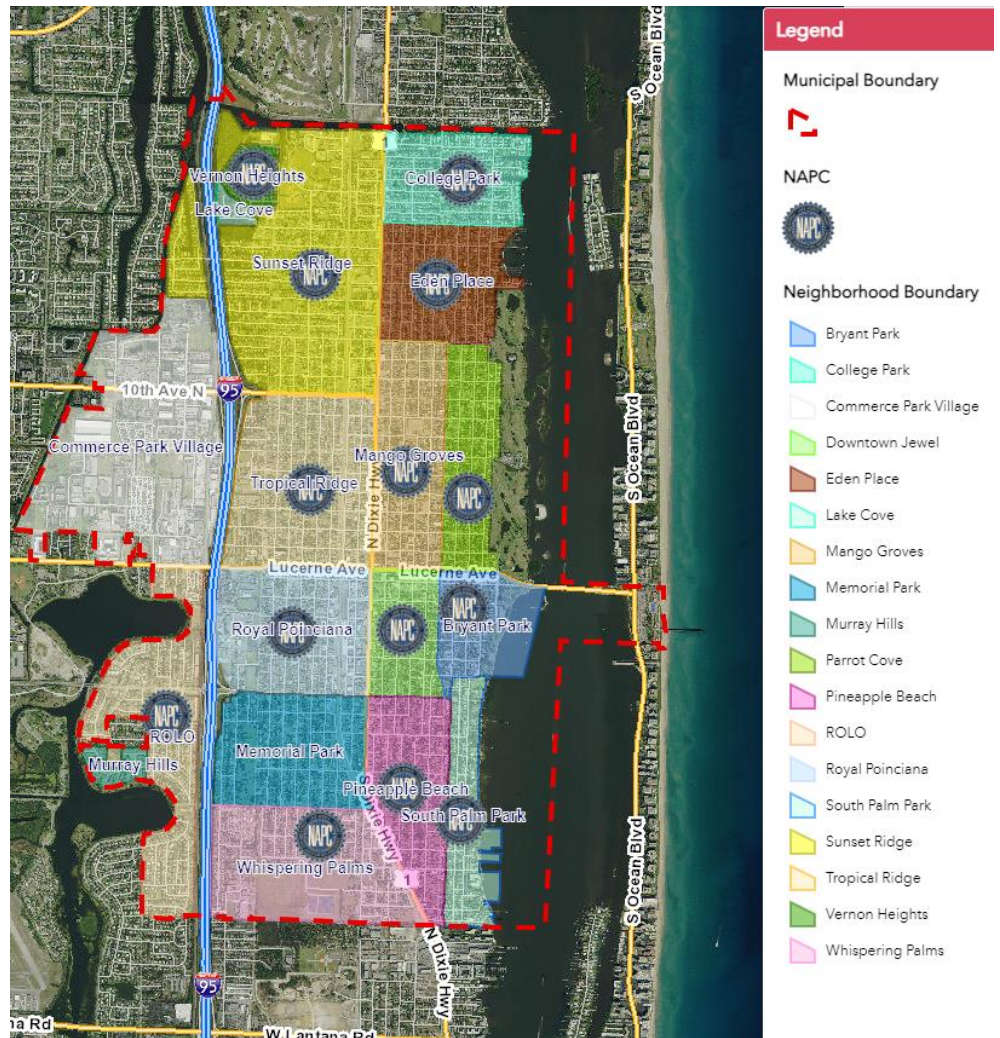
2019: Initiated 18 Neighborhood Plans

2020 & 2021: Covid paused process of meeting with each neighborhood



The neighborhood plans would position Lake Worth Beach and would strengthen the City as a Community of Neighborhoods, while focusing on improving the character and lifestyle of neighborhoods. The City of Lake Worth Beach consists of the following neighborhoods:

- Bryant Park
- College Park
- Commerce Park Village
- Downtown Jewel
- Eden Place
- Lake Cove
- Mango Groves
- Memorial Park
- Murry Hills
- Parrot Cove
- Pineapple Beach
- ROLO
- Royal Poinciana
- South Palm Park
- Sunset Ridge
- Tropical Ridge
- Vernon Heights
- Whispering Palms



The City intends on involving the stakeholders from each neighborhood to obtain feedback for their community.

KEY AREAS TO DISCUSS AT THE MEETING

- Safety (what are safety issues you would like to address?)
- Infrastructure (lighting, drainage, roads,) – what infrastructure would you prioritize
- Traffic (where are areas that experience traffic issues?)
- Beautification (what areas would you like to enhance such as signage, street furniture, etc.)
- Code Compliance
- Events (what kind of events would you like in your neighborhood?)

Please see the following QR Code to the survey, which will provide the City with prioritized action items from your community.



QR CODE TO BE UPDATED

The City of Lake Worth Beach appreciates your involvement and participation in our Neighborhood Plan Program.

If you have any questions, please feel free to contact _____ . (Brochure to be in English and in Spanish)

(William please let us know if you would like to include the below information)

The Lake Worth Beach Neighborhood Association Presidents Council (NAPC) represents 16 of the 18 neighborhoods in Lake Worth Beach. The NAPC has a slogan “Our neighborhoods have boundaries. Our commitment to each other does not.”





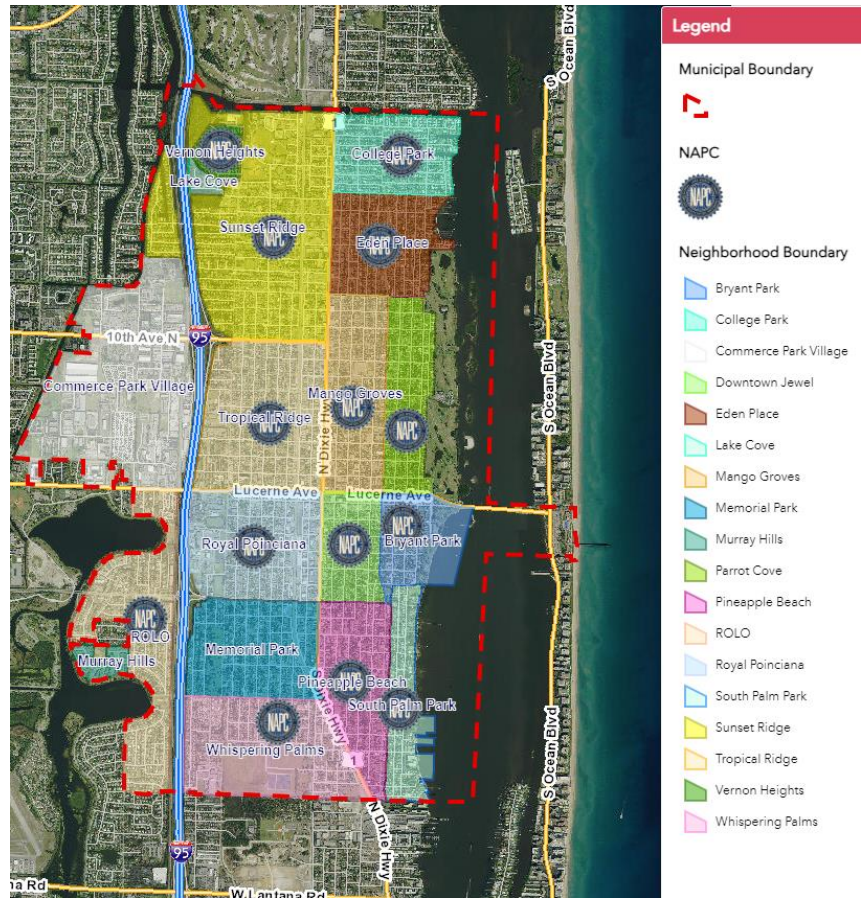
City of
Lake Worth
Beachsm
FLORIDA

**BROCHURE TO BE CREATED ONCE
THE NEIGHBORHOOD PLANS ARE
COMPLETED**

Lake Worth Beach is a vibrant community filled with art, design, and diverse culture. Amongst these classifications, the City is a “Community of Neighborhoods.” The City has recognized a total of eighteen (18) diverse neighborhoods, with their own distinct identity and characteristics. However, the City had a plan to build mutual collaboration between neighborhood residents, the business community and the City to create a sense of place, foster safer neighborhoods, encourage community pride, and building a vibrant and diverse economy.

The neighborhood plans would position Lake Worth Beach and would strengthen the City as a Community of Neighborhoods, while focusing on improving the character and lifestyle of neighborhoods. The City of Lake Worth Beach consists of the following neighborhoods:

- Bryant Park
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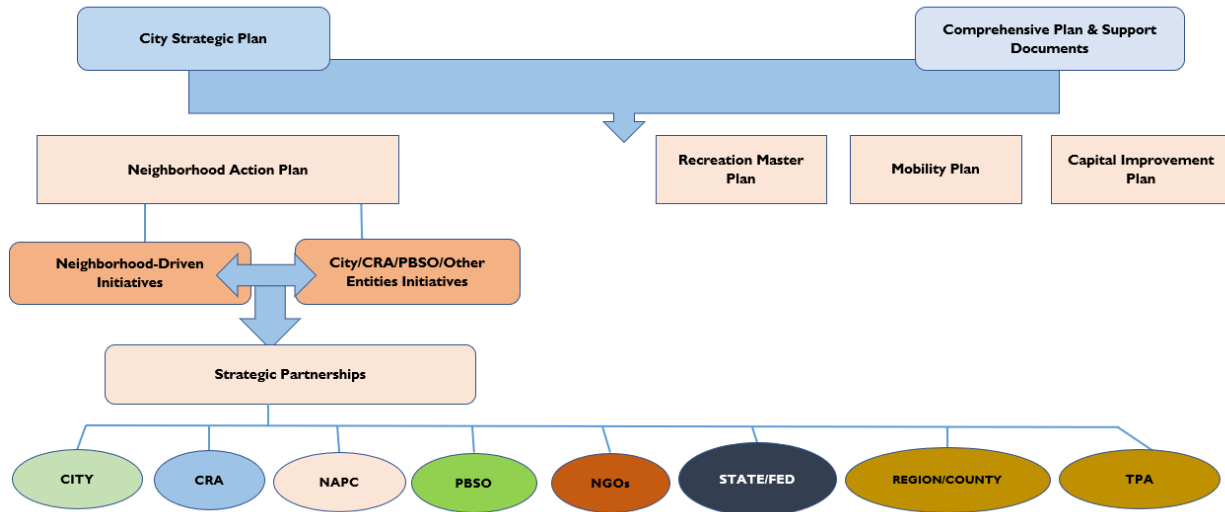
The Lake Worth Beach Neighborhood Association Presidents Council (NAPC) represents 16 of the 18 neighborhoods in Lake Worth Beach. The NAPC has a slogan “Our neighborhoods have boundaries. Our commitment to each other does not.” (Lake Worth website states 14 while NAPC indicates 16)



The neighborhood plan included the following:

1. **Neighborhood identification:** Determine and confirm the boundaries of each neighborhood. Determine whether there is an established neighborhood association and their legal status.
2. **Meeting with City Departments and other entities:** Learn what are the programs, projects and resources available to residents for neighborhood improvement.
3. **Determination of Existing Conditions:** Data Collection and Analysis to provide a more in-depth identification of issues and opportunities to improve conditions in the neighborhood.
4. **Neighborhood Assessment:** Summarize each neighborhood's conditions and determine the main issues, challenges and opportunities for change.
5. **Neighborhood Meetings:** Meet with each neighborhood association and other stakeholders to elicit feedback, ideas and suggestions to prepare a draft action plan, and to evaluate priorities and responsibilities for the implementation of the neighborhood plan.
6. **6. Draft Action Plan:** Initial blueprint for neighborhood improvement to be discussed with each neighborhood and its representatives, in order to receive additional comments and fine tune the action plan.
7. **Final Plan of Action:** Final Action Plan for Neighborhood Improvement.
8. **Presentation to City Commission for Adoption**

Based on the community participation, the City created an action plan of initiatives driven by each individual neighborhood. The action items ranked and prioritized by the individual neighborhood the needs and ideas mentioned by the stakeholders.



Based on the community feedback, each neighborhood plan focused and examined the following:

- Safety
- Infrastructure (lighting, drainage, roads,)
- Traffic,
- Beautification
- Code Compliance
- Events

These prioritized needs and interests of each neighborhood, would provide the City (City Staff, Commissions, and Council) with a document to guide their decisions involving master planning, development proposals, budget approvals, and plan amendments affecting the neighborhood.

During the process, the City met with stakeholders from each neighborhood to obtain feedback and discuss ideas for their community. Following the meetings, drafts of neighborhood plans were created. Lastly, the presentations and meetings with the City Commission were conducted.

As a Lake Worth Beach resident, please feel free to contact any of the following resources regarding any of the below topics:

	Contact	Contact Information
Block Parties, Monthly Get Together,	NAPC, Neighborhood Associations	Varies by neighborhood
Emergency Management, Crime, Safety	Palm Beach Sheriff's Office (PBSO)	120 N G. Street, Lake Worth, FL 33460 (561) 586-1611
Lighting, Electricity	Electric Utility	414 Lake Ave, Lake Worth, FL 33460 (561) 533-7300
Roads, Sidewalks,	Public Works	1749 3rd Ave S, Lake Worth, FL 33460 (561) 586-1720

Waste Collection/Recycling Education	Solid Waste Authority, Public Works	1810 Lantana Rd, Lantana (561) 640-4000
Code Violations, Parking	Code Enforcement	1900 2nd Ave N, Lake Worth Beach, FL 33461 (561) 586-1652
Parks and Open Spaces, Public Art	Leisure Services	



STAFF REPORT REGULAR MEETING

AGENDA DATE: February 6, 2024

DEPARTMENT: Community Sustainability

TITLE:

Presentation on a Proposed Carbon Neutrality Comprehensive Plan Element by Nilsa Zacarias of Chen Moore & Associates

SUMMARY:

Presentation from the City's planning consultant on a proposed new element for the City's Comprehensive Plan covering carbon neutrality goals and greenhouse gas emissions.

BACKGROUND AND JUSTIFICATION:

Late in fiscal year 2023, the Community Sustainability Department requested that Nilsa Zacarias of Chen Moore & Associates and her team undertake preliminary research into creating a new Comprehensive Plan element devoted to carbon neutrality goals and greenhouse gas emissions reductions. The new element would support many of the goals, objectives and projects of the City's Utility Departments as well as serve as policy direction to assist with funding opportunities. Provided here are the general findings from the initial research on the concept and what topics the new element may cover. Should the Commission support the concept of the new Comprehensive Plan element, Staff would collaborate with Chen Moore & Associates as well as the affected City Departments to prepare a task order and funding to cover the additional research to draft the new element.

MOTION:

Not Applicable

ATTACHMENT(S):

Carbon Neutrality Final Report



City of
**Lake Worth
Beach**SM
FLORIDA

City of Lake Worth Beach
Carbon Neutral Initiative
&
The City Comprehensive Plan



January 2, 2024



Introduction

The City of Lake Worth Beach is among the leading local municipalities embracing sustainability, green principles, and energy conservation. Adopted in 2018, the City's Comprehensive Plan encourages sustainable strategies in each element, establishing goals, objectives, and policies (GOPs) aligned with its long-term vision of an energy-efficient and economically sustainable City. In addition, the City's Land Development Regulations' (LDRs) cutting edge approach to sustainability support development by creating and implementing Sustainable Bonus incentives that benefit the City's built and natural environment.

The City's Community Sustainability Department is considering adding a Carbon Neutral element to its Comprehensive Plan. This proactive and innovative approach will ensure that Lake Worth Beach continues its momentum toward a sustainable, green City. Since the City's own utility department provides water and electricity to its residents and businesses, this new element envisions policies that support cohesive, comprehensive, and holistic strategies including energy, development, infrastructure, and conservation.

The document, prepared by Chen Moore and Associates (CMA), provides definitions, identifies federal and local initiatives, world organizations, and private companies which currently support Carbon Neutral strategies and policies. The document also provides recommendations for consideration in the preparation of the new Carbon Neutral element.

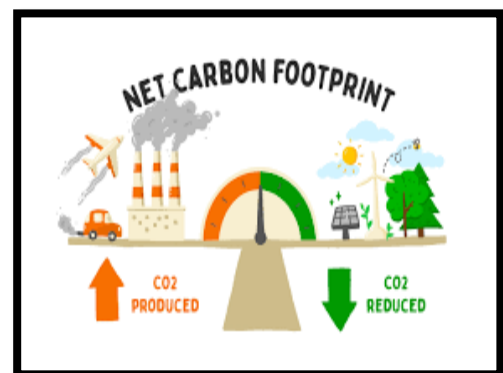
Definitions

Literature indicates that the terms Net Zero and Carbon Neutrality are used interchangeably; however, there are differences. Net zero refers to all greenhouse gases being emitted into the atmosphere, including methane (CH₄), nitrous oxide (N₂O), and other hydrofluorocarbons. To achieve carbon neutrality, the net zero greenhouse gases emitted into the atmosphere must be equivalent to the greenhouse gases being removed from the atmosphere.

According to the United Nations, Net Zero means cutting greenhouse gas emissions as close as possible to zero, and any remaining emissions must be re-absorbed by the natural environment (atmosphere, oceans, and forests).

Net Zero also refers to the removal of greenhouse gases (GHGs) – such as carbon dioxide (CO₂), methane, or sulfur dioxide – from the atmosphere being equal to those emitted by human activity. Emissions reductions would generally follow a certain trajectory, e.g., 1.5°C (34.7°F). Any residual emissions would generally focus on GHG sequestration from the atmosphere.

Carbon Neutrality is similar to Net Zero in that GHG emissions are offset, but it generally includes a wider definition of offsetting residual emissions, including emissions avoidance activities, and wouldn't prescribe a specific reduction trajectory. It's also less prescriptive regarding the



reporting boundary, with the inclusion of wider value chain (Scope 3) emissions being encouraged but not mandatory.

Net-Zero is a challenge since it calls for nothing less than a complete transformation of how we produce, consume, and travel. The energy sector is the source of approximately three-quarters of greenhouse gas emissions today. Replacing polluting coal, gas, and oil-fired power with energy from renewable sources, such as wind or solar, would dramatically reduce carbon emissions.

Paris Agreement

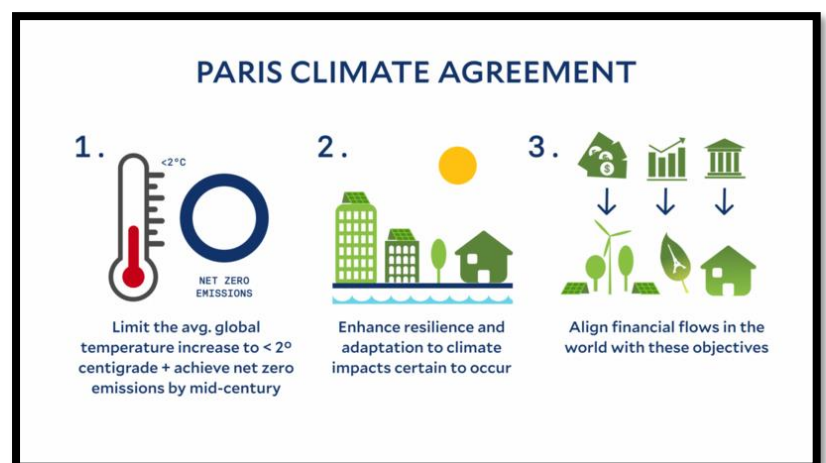
The Paris Agreement is a legally binding international treaty on climate change. It was adopted by 196 countries at the UN Climate Change Conference (COP21) in Paris, France, on December 12, 2015, and became effective on November 4, 2016.

The Paris Agreement provided countries with a framework for financial, technical, and capacity-building support. The landmark Agreement provides solutions to climate change and measures for adapting to its effects.

Science clearly shows that in order to avert the worst impacts of climate change and preserve a livable planet, global temperature increase needs to be limited to 1.5°C above pre-industrial levels. Currently, the Earth is already about 1.1°C warmer than it was in the late 1800s, and emissions continue to rise. To keep global warming to no more than 1.5°C by 2030 –as called for in the Paris Agreement –emissions must be reduced by 45%, and net zero must be reached by 2050.

The overarching goal of COP21 is to hold “the increase in the global average temperature to well below 2°C above pre-industrial levels” and pursue efforts “to limit the temperature increase to 1.5°C above pre-industrial levels.”

However, in recent years, leading world scientists have stressed the need to limit global warming to 1.5°C by the end of this century. The United Nation’s Intergovernmental Panel on Climate Change indicates that crossing the 1.5°C threshold risks unleashing far more severe climate change impacts, including more frequent and severe droughts, heatwaves, and rainfall. To limit global warming to 1.5°C, greenhouse gas emissions must peak before 2025 at the latest and decline 43% by 2030.



Federal and Local Initiatives

In 2021, the federal government signed an executive order outlining a plan for the federal government to achieve carbon neutrality by 2050. The goal is to achieve a 65% reduction in planet-warming greenhouse gas emissions by 2030 and an all-electric fleet of cars and trucks within the following five-year period. Under the plan, the government would spend billions of dollars to purchase electric vehicles, provide adequate refueling facilities, upgrade federal buildings, and leverage the power of the government to shift to cleaner forms of electricity.

The intent is to limit the sale of gas-powered passenger cars by 2027 and achieve 100% electric vehicle sales by 2035. The 2050 deadline for global carbon neutrality is in line with what scientists predict is necessary to prevent catastrophic climate change. The US goal is to reduce greenhouse gas emissions nationwide. Under the Paris Agreement, the US agreed to cut its emissions by up to 52 percent this decade compared to 2005 levels.

In addition, United States Department of Agriculture (USDA) has determined that food loss and waste have a significant effect on the GHG footprint. Food loss and waste is estimated to be roughly one third of the food intended for human consumption in the United States. When food is discarded, all inputs used in producing, processing, transporting, preparing, and storing discarded food are also wasted. The production, transportation, and handling of food generates significant Carbon Dioxide (CO₂) emissions and when food ends up in landfills, it generates methane, an even more potent greenhouse gas. The role of food loss and waste in climate change is increasingly recognized as critical in the link between climate change, agriculture, and supply chain resiliency.

In 2021, the U.S. Environmental Protection Agency (EPA) published a report on the environmental impacts of food waste. Based on its findings, U.S. food loss and waste accounts for 170 million metric tons of carbon-dioxide-equivalent (million MTCO₂e) GHG emissions (excluding landfill emissions) – equaling the annual CO₂ emissions of 42 coal-fired power plants. This estimate does not include the significant methane emissions from food waste rotting in landfills. The report also highlights the benefits of preventing food loss and waste in terms of agricultural land, blue water (i.e., freshwater from surface water and groundwater), fertilizer, and energy.

Based on the EPA's findings, the reduction and eventual prevention of food waste will increase food security, foster productivity and economic efficiency, promote resource and energy conservation, and limit the effort necessary to reduce the effects of climate change.

Heeding the federal government's call for carbon neutrality, the following cities have created Climate Action Plans, Sustainability Plans, or incorporated policies into their Comprehensive Plans for carbon neutrality and net zero emissions:

- Boulder, CO
- Minneapolis, MN
- New York City, NY
- San Francisco, CA

Boulder, Colorado

In 2021, the City of Boulder, Colorado, updated its Climate Action Plan to assist in the mitigation of the global climate crisis. The city's actions supporting the achievement of this goal include the reduction of carbon emissions by 70% by 2030 instead of their previous goal of 2018. In addition, the city plans to become a net zero city by 2035 and a carbon positive city by 2040.

Based on these goals and aspirations, Boulder has included the following policies in its Comprehensive Plan, specifically in the Energy, Conservation, & Renewable Energy element:

- 4.03 Energy Conservation & Renewable Energy –Boulder's transition to clean energy through innovative strategies, products, and services, aims to dramatically reduce GHG emissions, enhance community resilience, enhance local environmental health and diversity, promote creative solutions to energy conservation, and support a vital and equitable economy. The city and county will plan for and implement innovative programs and opportunities for individuals, businesses, and organizations to maximize the efficient use of energy and reduce the carbon footprint from development. The city and county will set goals to ensure that the community has access to reliable, competitively priced, and increasingly clean energy. The city and county will support both public and private adoption and use of renewable energy and preserve options for developing renewable energy in the future.
- 4.04 Local Energy Generation Opportunities - The city and county support programs and opportunities for individuals, businesses, and organizations to develop, use, and share local energy generation. The city will review and consider revisions to regulations to support onsite energy generation, including solar and wind.
- 4.05 Clean Mobility - To reduce GHG emissions, the city and county will support the retirement of fossil-fuel based transportation. The city and county will continue to develop policies, incentives, and programs that reduce vehicle miles traveled, replace fossil fuel-based transportation with clean energy-fueled transportation (e.g., with electric vehicles), and continue to plan a built environment and mix of land uses that reduce the need for people to drive.
- 4.06 Energy System Resilience - The city and county recognize that energy resilience is necessary for properly functioning emergency infrastructure and community resilience. The city supports a communitywide electricity network that can deliver basic services in case of a grid disruption. The city will pursue energy resilience strategies such as grid modernization, microgrid development, active islanding, on-site generation, storage technologies, and reduced demand to reduce emissions and reliance on fossil fuels.

- 4.07 Energy-Efficient Land Use - The city and county will encourage energy efficiency and conservation through land use policies and regulations governing placement and orientation of land uses to minimize energy use, including an increase in mixed-use development and compact, contiguous development surrounded by open space.
- 4.08 Energy-Efficient Building Design - The city and county will pursue efforts to improve the energy- and resource-efficiency of new and existing buildings. The city and county will consider the energy consumption associated with the building process (i.e., from the raw materials through construction), improve regulations ensuring energy and resource efficiency in new construction, remodels, and renovation projects, and will establish energy efficiency requirements for existing buildings. Energy conservation programs will be sensitive to the unique situations that involve historic preservation and low-income homeowners and renters and will ensure that programs assisting these groups continue.

Minneapolis, Minnesota

In 2023, the City of Minneapolis adopted a Climate Equity Plan. The City's Comprehensive Plan, implemented the following goals and objectives to obtain its Carbon Neutrality Initiatives:

- Goal/Objective: The City will seek to accomplish the following action steps to encourage the use and generation of renewable and carbon-free energy in the city. (Renewable and Carbon-Free Energy)
 - Invest in grid modernization to accommodate increases in distributed renewable energy generation.
 - Purchase clean energy directly through community solar gardens, contracts with renewable electricity developers, utility offerings, or by installing renewable energy systems on municipal buildings.
 - Continue to support and advocate for accelerated and deeper decarbonization of electricity supplied by Xcel Energy.
 - Explore the environmental attributes of renewable natural gas and biomethane programs potentially offered by CenterPoint Energy.
 - Expand opportunities for district cogenerating energy systems and decarbonize existing district energy systems.
 - Ease permitting requirements for locally distributed renewable energy.
- Goal/Objective: The City will seek to accomplish the following action steps to ensure city infrastructure and residents are resilient to the shocks and stresses of climate change. (Climate Resilient Communities)
 - Strengthen connections among individuals and networks while promoting social inclusion and cohesion. Anticipate and prepare for pressures and shocks that climate change will introduce or worsen by collaborating across City departments, government agencies, private businesses, and organizations, and resident networks.

- Decrease demand for energy and increase the proportion derived from renewable energy sources.
 - Maximize carbon sequestration in soils, including the use of biochar, and through educating residents on the importance of healthy soils in landscaping.
 - Establish an urban tree canopy goal and adopt a plan to manage the urban heat island effect across all communities.
 - Consider climate forecasts in stormwater feasibility and modeling work to inform infrastructure investments.
 - Develop guidance that encourages climate sensitive design for residential and commercial buildings, parking lots, and open spaces, and parks.
 - Increase locally produced renewable energy.
- Goal/Objective: The City will seek to accomplish the following action steps to achieve steep increases in energy efficiency of buildings through retrofits, design of new buildings, and decarbonization options. (Energy Efficient and Sustainable Buildings)
 - Pursue a deep-carbon building retrofit program, including a fuel-switching component that eliminates fossil fuel dependency from all existing buildings and retrofits that eliminate dependency on fossil fuel appliances.
 - Prioritize and incentivize energy efficiency improvements in existing residential and commercial buildings with program emphasis on high-energy users, historic buildings, low-income neighborhoods, and Green Zones.
 - Investigate heating in building, industrial energy needs, and decarbonization options.
 - Require sustainable design practices and principles for projects supported by City financing, with a focus on robust energy efficiency, building envelope, and environmentally friendly building treatments including bird-safe glass.
 - Identify and implement ways to encourage, incentivize, or require sustainable design practices and principles for privately funded projects.
 - Continue to pursue building code and other regulatory changes such as a stretch energy code to advance energy efficient design and building operations.
 - Encourage use of environmentally responsible building materials and construction practices.

San Francisco, California

California has begun an initiative toward carbon neutrality and net zero emissions. In 2022, Governor Gavin Newsom introduced a plan to implement climate action policies for drastically reducing pollution and accelerating the transition to clean energy. In 2021, San Francisco implemented a Climate Action Plan to obtain net zero emissions. According to the report,

transportation vehicles such as cars and trucks were the leading source of carbon emissions, followed by electricity and natural gas uses in building operations.

The Climate Plan includes strategies and supporting actions for obtaining the net-zero goal. Ten of the strategies from San Francisco's plan are:

- Turning to 100% renewable electricity by 2025 and phasing out all fossil fuels
- Electrifying existing buildings
- Investing in public and active transportation projects
- Increasing density and mixed-use developments near transit
- Accelerate adoption of zero emission vehicles and boost charging infrastructure
- Use pricing policy to reduce private vehicle use and limit congestion
- Implement and reform parking management programs
- Increase compact infill housing production near transit
- Reduce food waste and promote plant-rich diets
- Enhance and maintain the city's urban forest and green space.

In addition, the Environmental Protection Element of the San Francisco General Plan includes a section for Energy. The goal of the energy section includes protecting and enhancing the economic and environmental well-being of city residents by providing more efficient use of energy, the balancing of energy supplies to meet local needs, economic development, and responsible community participation.

Residential, commercial, transportation, alternate energy, intergovernmental, and financing. Alternate Energy with objectives that:

- Promote effective energy management practices to maintain the economic vitality of commerce and industry
- Enhance the energy efficiency of housing in San Francisco
- Increase the energy efficiency of transportation and encourage land use patterns and methods of transportation that use less energy
- Promote the use of renewable energy sources
- Support federal, state, and PG&E energy programs that are equitable, and encourage conservation and renewable energy use
- Develop financing opportunities to implement local energy programs

New York City

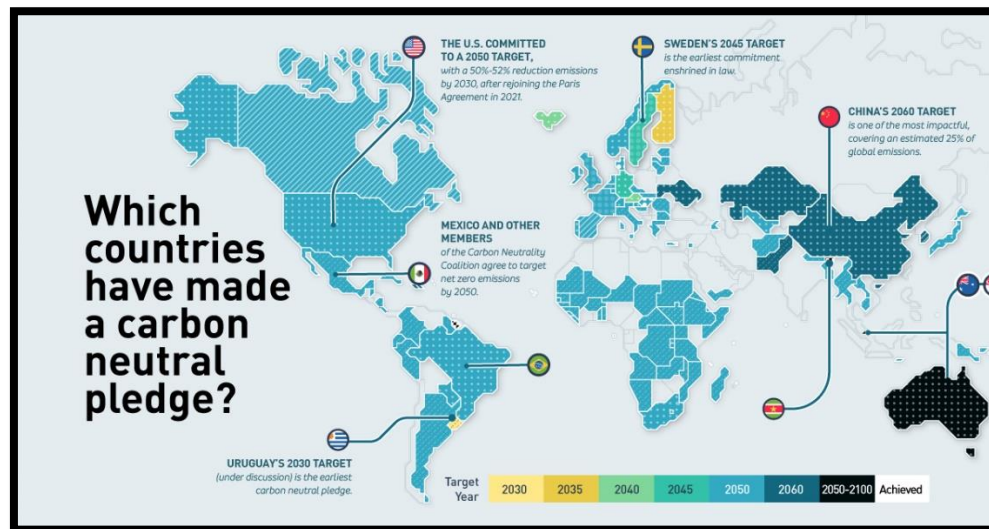
New York City (NYC) is the largest city in the United States and one of the largest in the world. The city supports net zero and carbon neutrality strategies. The city created its “Pathways to Carbon-Neutral NYC” document to achieve carbon neutrality by midcentury through equity.

NYC has more than 1.6 billion square feet of rooftops, and the implementation of green roofs and the use of solar panels could help reduce its greenhouse gas emissions. The city provides tax abatements and incentives for the installation of solar panels and creation of green roofs. As a result, many developments and sites within the city have implemented green roofs.



Global Initiatives

Globally, a coalition of countries, cities, businesses, and other institutions are pledging to obtain net-zero emissions. More than 140 countries, including the biggest polluters – China, the United States, India, and the European Union – have set a net-zero target, covering about 88% of global emissions. More than 9,000 companies, over 1000 cities, more than 1000 educational institutions, and over 600 financial institutions have joined the Race to Zero, pledging to take rigorous, immediate action to halve global emissions by 2030.



Germany

Germany created a plan to master climate-neutral transportation to become net zero by 2045. The plan was separated into ten core actions related to energy, industry, buildings, traffic, agriculture, and banking. The country’s goal consists of the following:

In addition to these core initiatives, a number of important enablers and framework elements will be required, such as the streamlining of permitting procedures, especially for the expansion of solar and wind power, and the designation of areas for urgently needed additional infrastructure, as well as the accelerated education and training of decarbonization experts in the various sectors. This is imperative to driving implementation across the board and at all levels, from entrepreneurs and decision makers to skilled workers and trainees, all of whom have a role to play. Furthermore, all these measures are dependent on bold and committed decision makers and broad citizen support.

At the same time, green transformation offers companies the opportunity to capture future markets. A sustainable product portfolio and technological innovations offer new growth opportunities. This is true in both the consumer-goods industry, where sustainable products deliver both significantly higher growth and significantly wider margins, and in the capital-goods sector, where players are looking ahead to a period of growth fueled by the accelerated expansion of infrastructure and the restructuring of value chains. Leading sustainability-oriented companies often benefit from attractive valuations that are otherwise only reached by technology companies (with some reaching EBITDA multiples of between 15 and 30). This makes it easier for them to raise capital, to invest in further green growth, and to scale faster. Government stimulus packages and a growing “green capital market” are providing additional tailwinds.

Like New York City, Germany requires green roofs and green infrastructure in new developments. In fact, Europe has been ahead of the carbon neutrality effort since they have alternate energy sources and recycling is heavily promoted. European cities such as Copenhagen, Stuttgart, and others have mandated green roofs on most new construction to help mitigate carbon emissions, reduce energy consumption, and help create clean air. In some cases, roofs have more green and open spaces than the ground floor.

Toronto, Canada

In Toronto, the city has adopted a strategy for reducing the GHG to net zero by 2040. The strategy was implemented to decarbonize all existing residential, commercial, and institutional buildings by 2050. The adopted strategy targets are as follows:

- 30 percent by 2020
- 45 percent by 2025
- 65 percent by 2030
- net zero by 2040

Toronto currently has 1.1 million passenger vehicles and 121,000 commercial vehicles, most of which are powered by internal combustion engines (fossil fueled). With a rapidly growing population, these numbers are predicted to continue increasing. In Toronto, modelled air quality is markedly worse in areas near major highways and arterial roads such as along Highway 401 and downtown. Research in cities indicates that in general adverse health impacts from air pollution rise with proximity to major roadways, creating an inequitable health burden for those who live, work, play, and learn near major roads.

This traffic-related air pollution and its health effects will be improved with increased active transportation, transit ridership, and switching to electric vehicles.

Natural gas for heating in buildings continues to be the largest source of emissions in Toronto, accounting for approximately 50 per cent of all GHG emissions. On the net zero pathway, natural gas will be phased out by installing electric heat pumps and replacing gas appliances. In 2021, City Council adopted strategies for new construction and existing buildings to make progress towards fuel switching to electricity and renewable energy by 2030. In order to meet its 2030 emission-reduction targets, the city needs to send clear signals to the market and the community. To minimize costs, the phase-out of natural gas connections and equipment will coincide as much as possible with the end of useful life and planned replacement of equipment.

- Demonstrate carbon accountability locally and globally by establishing a carbon budget
- Accelerate a rapid and significant reduction in natural gas use
- Establish performance targets for existing buildings
- Increase access to low carbon transportation options, including walking, biking, public transit, and electric vehicles
- Increase local renewable energy to contribute to resilient carbon grid

World Organizations

Various organizations around the world have committed to reducing and ultimately eliminating the global carbon footprint. Those organizations include Carbon Trust, TerraPass, Cool Effect, Natural Capital Partners, Carbon Neutral Cities Alliance (CNCA), and C40 Cities.

Carbon Neutral Cities Alliance (CNCA)

This organization collaborates with member cities working to achieve carbon neutrality in the next 10 to 20 years. CNCA is committed to prioritizing climate action that advances the well-being of low-income people, indigenous peoples, communities of color, immigrants, refugees, and other historically marginalized communities. The following cities are members of the CNCA:

- Adelaide, Australia
- Amsterdam, Netherlands
- Copenhagen, Denmark
- Glasgow, Scotland
- Helsinki, Finland
- London, England
- Melbourne, Australia
- Oslo, Norway
- Rio de Janeiro, Brazil
- Stockholm, Sweden

- Sydney, Australia
- Toronto, Canada
- Vancouver, Canada
- Yokohama, Japan
- Minneapolis, MN
- Boulder, CO
- Seattle, WA
- San Francisco, CA
- Portland, OR
- Washington, DC
- New York City, NY

CNCA mobilizes transformative, game-changing climate action through the following seven strategic focus areas:

- Funding transformative climate action to mobilize the development, adoption, and implementation of game-changing climate policies in cities.
- Exerting collective influence on and advocating for policies from other decision-makers to reduce emissions not directly controlled by cities.
- Advancing methodologies, standards, and governance tools for carbon neutrality planning, implementation, impact measurement, and continuous improvement.
- Fostering peer learning among climate vanguard cities, so they can learn from each other and go further and faster together.
- Cultivating transformational leadership so city sustainability directors can excel in their roles as change-makers.
- Helping cities communicate more effectively to advance their carbon neutrality work.
- Prioritizing a just carbon neutral future by integrating climate justice with ambitious climate action.

C40 Cities

C40 is a global network of nearly 100 mayors of cities that are united in their efforts to confront the climate crisis. These mayors represent countries from areas all across the globe such as Africa, Central East Asia, East/Southeast Asia, Oceania, Europe, Latin America, North America, and South and West Asia.

The Mayors of C40 cities are committed to using an inclusive, science-based, and collaborative approach to cut their fair share of emissions in half by 2030, help the world limit global heating to 1.5°C, and build healthy, equitable, and resilient communities. C40 supports:

- Raising climate ambition through support of its 1.5°C climate action plan, high-impact accelerators, and fostering innovation.
- Building equitable and thriving communities via global and regional programs.
- Building a global movement through robust international advocacy and diplomacy.

- Scaling up climate action and sharing best practices across high-impact sectors.
- Facilitating access to finance for investment in green jobs and projects that improve resilience in cities.

Climate Impact Partners

Since its inception in 2002, Climate Impact Partners has focused on providing guidelines for businesses to achieve carbon neutrality. Climate Impact Partners is committed to providing a robust framework for credible carbon neutral action. The organization has worked with over 300 clients in 33 countries including ING, and Microsoft.

Private Companies

Private companies have joined governments and public organizations in supporting the net zero and carbon neutral goal of eliminating greenhouse gas emissions across the globe. Understanding the source of emissions and how to measure them is essential.

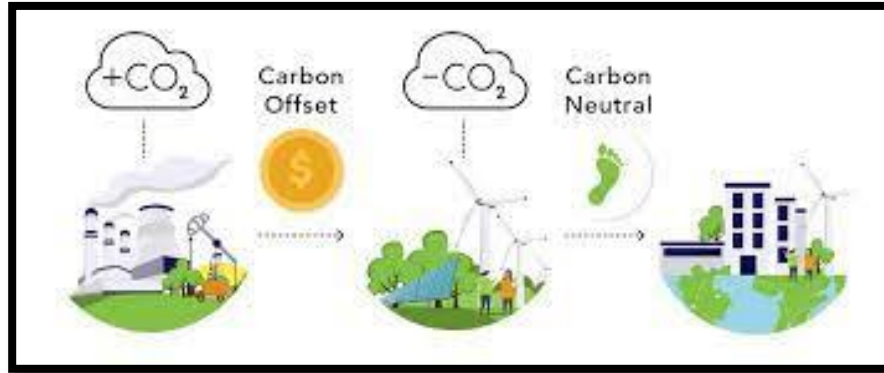
The Greenhouse Gas Protocol (GHG Protocol) provides the internationally recognized standard for categorizing [Scope 1, 2 and 3] and calculating emissions. Together, Scope 1, 2 and 3 emissions form a corporate carbon footprint, or corporate GHG emissions inventory, thus enabling companies to understand their full value chain emissions and focus their efforts on the greatest reduction opportunities.

Scope 1 emissions are direct emissions from operations that are owned or controlled by the company, including fuels combusted in vehicles or furnaces/boilers, fugitive or vented emissions from process equipment, or process emissions from chemical reactions.

Scope 2 emissions are emissions from the generation of purchased or acquired electricity, steam heating, or cooling consumed by the company. Scope 2 emissions occur at the facility where electricity is generated, not at the company's own facility. Scope 2 emissions are the Scope 1 emissions of another company (e.g. a power station).

Scope 3 emissions are all other indirect emissions (not included in Scope 2) that occur in the value chain of the company.

For an organization to be carbon neutral it must examine the three scopes of emissions produced during business operations. If a company's scopes are equal to or neutralized by the carbon emissions avoided or removed from the atmosphere, it is considered carbon neutral. A company can purchase carbon credits (also known as carbon offsets) to obtain this goal.



Carbon offset broadly refers to a reduction in GHG emissions – or an increase in carbon storage (e.g., through land restoration or the planting of trees) – that is used to compensate for emissions that occur elsewhere. For every one ton of carbon produced, a business would need to purchase one verified carbon credit to offset the carbon emissions. This process removes one ton of carbon dioxide from the atmosphere that would otherwise remain. In many cases, companies will purchase the equivalent volume of carbon credits (independently verified emissions reductions) to compensate for the emissions they cannot avoid.

Every carbon credit represents the reduction of one ton of emissions delivered by a project; the reductions are independently audited to internationally accepted standards. They are certified by third parties and go through a rigorous system of checks and balances to prove they are real, measurable, permanent, additional, independently verified, and unique.

Carbon offsets projects:

- Protect forests – funding management and monitoring schemes that protect this natural source of carbon sequestration.
- Fund renewable energy – displacing fossil fuels from regional and national grids by funding clean renewable energy sources such as wind and solar.
- Tackle household emissions – tackling sources of emissions in households and communities, these projects cut emissions through increasing energy efficiency or reducing use of fossil fuels.
- Planting trees and land restoration – sequestering carbon from the atmosphere by storing it in trees and soil. Stabilizing soils also reduce the risk of erosion and flooding, while an increased forest area aids biodiversity.

Carbon offsets are measured in a unit of tons of carbon dioxide equivalent emissions (tCO₂e), so whether a project is avoiding methane emissions, reducing carbon emissions from deforestation, or planting new trees to sequester carbon, the units are always rendered in tCO₂e.

Carbon offset projects measure their annual emission reductions in tCO₂e against a baseline level of annual emissions which is calculated using an approved standard methodology. The project's baseline or business-as-usual emission calculations must be validated by a third-party auditor before the project can start obtaining carbon credits.

Once it is registered, the project measures and reports its emission reductions in a publicly available monitoring report that is again verified by a third-party auditor. Once they are verified, the total number emission reductions from the project can be issued as the same number of carbon credits in tCO₂e.

Based on Climate Impact Partner's guidance, organizations can offset their carbon footprint by:

- Defining and measuring their carbon footprint
- Setting goals to reduce their carbon footprint and deliver internal reductions
- Going beyond internal reductions to compensate for remaining unavoidable emissions
- Selecting quality carbon credits verified under a recognized global standard
- Communicating their climate action and engaging their teams, customers, and stakeholders

Food Corporations

Tyson Foods is a leading global protein company located in the United States. In 2021, the company announced its goal to achieve net-zero GHG emissions across its global operations and supply chain by 2050. Tyson is the first U.S. based protein company to have an emission reduction target approved by Science Based Target initiative (SBTi).

Requiring a collective effort from every team member in addition to external stakeholders, key areas the company will be prioritizing to meet this goal include:

- Updating the baseline for emissions to align with limiting global temperature rise to 1.5°C, consistent with the Paris Agreement, by the end of 2023.
- Establishing a pathway to using 50% renewable energy across its domestic operations by 2030.
- Completing initial land stewardship target of engaging 2 million feed acres and expanding total acres by 2025, including a total target of 100% of feed purchased by 2030.
- Expanding the company's current 5 million acre grazing lands target for sustainable beef production practices by 2025.
- Continuing work to eliminate deforestation risk throughout its global supply chain by 2030.
- Supporting climate action policies through advocacy groups such as the Net Zero Business Alliance.

A British Company, Quorn, focuses on healthy and sustainable ways to enjoy food while also reducing the carbon footprint. Since 2012, Quorn has reduced the carbon footprint within its factories by 37% and changed 80% of its packaging to recyclable materials. The company has stressed the importance of reducing the collective consumption of meat, which would significantly help to reduce carbon emissions.

Quorn is the first business of its kind to achieve third-party certification of its carbon footprint figures. Over 50% of its products have achieved the Carbon Trust Footprint.

In addition, the company has created a sustainability calculator to measure the impact that going meat free would have on our planet and our health. It's not just the reduction of saturated fat and calories you'll save, but the impact of your carbon footprint too.

A reduction in our collective meat consumption is essential to avoiding significant climate change. Livestock farming damages the environment, contributes to deforestation, and adds substantial quantities of methane emissions. In rich nations, beef consumption would have to be reduced by 90%, and milk by 60%, to avoid global warming over 1.5°C¹. Because rice paddies are another dominant source of methane, rice consumption must also be reduced..

Buying plant-based meat alternatives, plastic-free products, or even products without plastic packaging can be expensive. However, if we commit to recycling, a little can go a long way. Encouraging businesses to adapt their sustainability goals to reduce their carbon emissions is another great step in the right direction. Importantly, we should also encourage our local officials to support greater change.

Oil and Automotive Companies

Like many countries around the world, major automobile companies as well as oil providers such as Exxon Mobil have made strides toward obtaining their net zero ambitions. According to Exxon Mobil, its net-zero ambition (Scope 1 and 2 operated assets) is backed by a comprehensive approach centered on detailed emission-reduction roadmaps for its major operated assets.

While oil companies promote carbon neutral efforts while continuing to producing fossil fuels, many major automotive manufacturers such as Chevrolet, Ford, Honda, Toyota, and other popular brands have begun making to electric vehicles (EV) in addition to their fossil fuel powered vehicles.

Globally, EV sales spiked in the first half of 2021, increasing by 160% compared with the previous year. Even in 2020 – when most car sales were down due to the COVID-19 pandemic – EV sales were up 46 percent from 2019. Ford introduced electric versions of its iconic Mustang and F-150 pickup truck. Meanwhile, automakers from General Motors to Volkswagen to Nissan have outlined plans to launch new EV models over the next decade: GM pledged to go all-electric by 2035, Honda by 2040.

Energy Companies

NextEra Energy, is the parent company to Florida Power and Light (FP&L). Its goal is to be completely carbon emissions-free by no later than 2045. The plan includes meaningful milestones in five-year increments that would allow it to reach Real Zero emissions by no later than 2045. FP&L has built solar and wind projects, and closed oil and coal-fired power plants.

Schneider Electric is a multinational corporation that specializes in energy management. It has a Net-Zero target that has been validated by the SBTi and has emphasized its commitment to developing a roadmap to reducing global temperature-rise. The company's goals include

becoming carbon neutral, obtaining a 25% absolute carbon reduction across the entire chain by 2030, becoming “Net-Zero” ready, and obtaining an end-to-end carbon neutral value chain by 2040, and Net-Zero CO2 emissions across the value chain by 2050.

Schneider Electric provides software for monitoring and measuring energy consumption and communicating sustainability accomplishments. Its EcoStruxure Power Monitoring Expert is designed to help power-critical and energy-intensive facilities to:

- Maximize operational efficiency.
- Reduce maintenance costs and energy consumption, increase equipment life span, occupant comfort, and productivity.
- Predict future energy consumption based on external temperature, occupancy, and other variables.
- Establish energy efficiency benchmarks and facilitate informed decisions that reduce energy consumption to improve a building's energy performance.

Final Remarks

The City of Lake Worth Beach is positioned to continue its sustainability efforts by adding a Carbon Neutral element to its Comprehensive Plan. The new element will consider the existing policies and regulations that the local government has already adopted, the 2018 Comprehensive Plan, and the city's innovative Land Development Regulations.

Further analysis is needed to ensure that the subject element reflects the vision of the city and provides for cohesive, comprehensive, and holistic policies. This report includes strategies implemented by federal and local governments, other countries, world organizations, and private companies that can be taken as a general framework for creating the policies that will serve Lake Worth Beach's Carbon Neutral element.

Part of creating a Carbon Neutral element includes researching a methodology for measuring and monitoring carbon emissions in the city. The intent of the new element is to support energy, development, infrastructure, conservation, and other climate-friendly policies. Among several opportunities for promoting carbon neutrality, the city should initiate a marketing initiative to provide information that helps residents and businesses to reduce carbon emissions and be more energy efficient.

As part of becoming a Carbon Neutral, the city should focus on using renewable energy sources for all city-owned properties. Transportation policies should strengthen existing infrastructure for bicyclists and pedestrians and encourage multi modal forms of transportation (Palm Tran, Tri-Rail, etc.).

The city's electrical utilities department will be involved in the preparation of the new element. The Carbon Neutral element will provide Goals, Objectives, and Policies to implement, achieve, and measure sustainable, equitable strategies.

Sources

[Advancing climate solutions | ExxonMobil](#)

<https://carbonneutralcities.org/about/>

https://minneapolis2040.com/media/1489/pdf_minneapolis2040-just-policy-document.pdf

<https://www.un.org/en/climatechange/net-zero-coalition>

[The difference between carbon neutral and net zero | National Grid Group](#)

[TransformTO Net Zero Strategy - City of Toronto](#)

[Resiliency & Sustainability - DCP \(nyc.gov\)](#)

[Utilities - Lake Worth Beach \(lakeworthbeachfl.gov\)](#)

<https://www.fpl.com/northwest/about.html#:~:text=As%20America's%20largest%20electric%20utility,more%20than%2012%20million%20people.>

<https://www.nexteraenergy.com/content/dam/nee/us/en/pdf/NextEraEnergyZeroCarbonBlueprint.pdf>

<https://www.climateimpact.com/business-solutions/carbonneutral-certification/>

<https://www.climateimpact.com/business-solutions/carbon-offsetting/>

<https://www.theverge.com/2021/12/8/22824500/biden-executive-order-climate-change-carbon-emissions-electric-vehicles>

<https://www.whitehouse.gov/ceq/news-updates/2021/12/13/icymi-president-biden-signs-executive-order-catalyzing-americas-clean-energy-economy-through-federal-sustainability/#:~:text=President%20Joe%20Biden%20on%20Wednesday,and%20trucks%20five%20years%20later>

https://generalplan.sfplanning.org/l6_Environmental_Protection.htm

<https://www.c40.org/what-we-do/building-a-movement/cities-race-to-zero/>

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<https://www.usda.gov/media/blog/2022/01/24/food-waste-and-its-links-greenhouse-gases-and-climate-change#:~:text=Food%20loss%20and%20waste%20also,even%20more%20potent%20greenhouse%20gas.>

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[Green Roofs & Solar Panels - Buildings \(nyc.gov\)](#)

[SF's Climate Action Plan: What You Need to Know - The San Francisco Standard \(sfstandard.com\)](#)



CITY OF LAKE WORTH BEACH
Community
SustainabilitySM

City's Comprehensive Plan

Carbon Neutral Element

Commission Meeting

February 6, 2024



City's Comprehensive Plan - Carbon Neutral Element



Background

Lake Worth Beach lead sustainability efforts among municipalities:

- Sustainable Bonus; Green Principles; Complete Streets, Mobility
- 2018 City's Comprehensive Plan adopted by the City Commission, supports sustainable policies and strategies throughout the elements
- Reduce *greenhouse gas (GHG) emissions (Objective 6.1.1. Conservation Element)*
- *Improve Energy Conservation (Objective 6.1.5. Conservation Element)*
- *Implement strategies to reduce electrical usage (Policy 6.1.5.2 Conservation Element)*

Purpose and Approach

- Add a Carbon Neutral Element to the Comprehensive Plan
- Create policies focusing on Lake Worth Beach's Carbon Neutral goals and strategies
- Facilitate applying for grants
- Research methodology for measuring and monitoring carbon emissions
- Support energy, development, infrastructure, conservation, and other climate-friendly policies
- Provide information that helps residents and businesses to reduce carbon emissions and be more energy efficient
- City's electrical utilities department will be involved in the preparation of the new element

What is Carbon Neutrality?

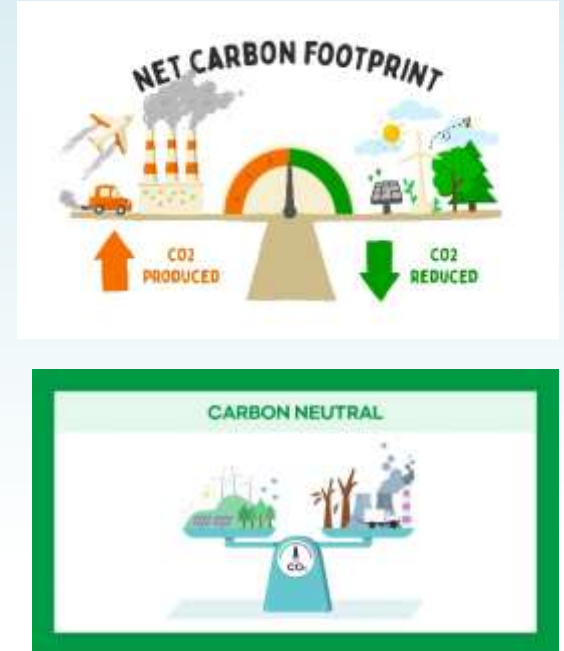
Carbon neutral means that any CO₂ released into the atmosphere from a company's activities is balanced by an equivalent amount being removed

Carbon Neutrality vs Net Zero

- Often interchangeable terms
- Both have an overall goal to reduce or eliminate carbon emissions and greenhouse gases (GHG)

There are differences...

- Net-Zero emissions balance whole amount of greenhouse gas (GHG) released and amount removed from the atmosphere



Paris Agreement

- Legally binding international treaty on climate change
- Adopted by 196 countries at the UN Climate Change Conference (COP21) in Paris, France, on December 12, 2015. Effective on November 4, 2016

GOAL:

- *Keep global warming to no more than 1.5°C by 2030*
- *Emissions must be reduced by 45%*
- *Net zero must be reached by 2050*



Federal and Local Initiatives

- 2021, federal government signed an executive order outlining plan for the federal government to achieve carbon neutrality by 2050
- Cities across the country created Climate Action Plans, Sustainability Plans, or incorporated policies into their Comprehensive Plans for carbon neutrality and net zero emissions:
 - Boulder, CO
 - Minneapolis, MN
 - New York City, NY
 - San Francisco, CA



Local Government Initiatives

Boulder, Colorado (Climate Action Plan and Comprehensive Plan) include policies:

- Local Energy Generator Opportunities
- Clean Mobility
- Energy System Resilience
- Energy-efficient building design

Minneapolis, MN (Climate Equity Plan and Comprehensive Plan)

- City seek to accomplish action steps to encourage the use and generation of renewable and carbon-free energy

New York City, NY (Pathway to Carbon Neutral NYC)

- Energy efficiency and heating system retrofits provide substantial non-energy benefits



Global Initiatives

Coalition of countries, cities, businesses, and other institutions are pledging to obtain net-zero emissions including:

- More than 140 countries such as China, the United States, India, and the European Union (biggest polluters)
- More than 9,000 companies
- Over 1000 cities
- More than 1000 educational institutions
- Over 600 financial institutions



Private Companies

Corporates across the global have pledged to reduce the carbon footprint

Industries such as food corporations, oil and automobile and energy Companies such as:

- Tysons and Quorn (Food Corporation)
- Exxon Mobil, General Motors, Ford, etc. (Oil and Automobile Companies)
- NextEra Energy and Schneider Electric (Energy Companies)

Private Companies

Food Corporations

- Tysons - announced in 2021 the goal to achieve net-zero GHG emissions by 2050
- Quorn - started reducing meat consumption, use recyclable materials to become carbon neutral by

Oil and Automobile Companies

- Exxon Mobil (Oil) - achieve net-zero Scope 1 and 2 GHG emissions by 2050
- GM (Automobile) - achieve carbon neutrality by 2040 and eliminate tailpipe emissions by 2035

Energy Companies

- NextEra Energy - goal to completely carbon emissions-free by 2045 by using solar, wind, and alternative energy sources
- Schneider Electric - incremental reduction of carbon footprint and Net Zero by 2050 chainwide.



general motors



What are Scopes?

- Companies use the Greenhouse Gas Protocol (GHG Protocol) to categorize and calculate emissions emitted
- Categories are Scope 1, 2, and 3:
- Scope 1 emissions are direct emissions from operations that are owned or controlled by the company
- Scope 2 emissions are emissions from the generation of purchased or acquired electricity, steam heating, or cooling consumed by the company. Scope 2 emissions occur at the facility where electricity is generated, not at the company's own facility.
- Scope 3 emissions are all other indirect emissions (not included in Scope 2) that occur in the value chain of the company.

What are Carbon Offsets?

- Company purchases carbon credits (also known as carbon offsets)
- For every one ton of carbon produced, a business would need to purchase one verified carbon credit to offset the carbon emissions
- This process removes one ton of carbon dioxide from the atmosphere that would otherwise remain
- Typically, certified by third parties and go through a rigorous process to verify authenticity
- Carbon offsets are measured in a unit of tons of carbon dioxide equivalent emissions (tCO₂e)

Organizations

C40 Cities

- Global network of nearly 100 mayors of cities that are united in their efforts to confront the climate crisis.
- Goal to cut global emissions in half by 2030



Climate Impact Partners

- The organization has worked with over 300 clients in 33 countries including ING, and Microsoft to achieve carbon neutrality



Carbon Neutral Cities Alliance (CNCA)

- Collaborates with membered cities to achieve carbon neutrality within the next 10 to 20 years



Next Steps



PRESENTATION AND
DIRECTION FROM CITY
COMMISSION



PREPARE CARBON
NEUTRAL ELEMENT -
COMPREHENSIVE PLAN



PRESENTATION TO CITY
COMMISSION FEEDBACK,
UPDATE DOC.
APPROVAL PROCESS

Thank you!

Questions?



CITY OF LAKE WORTH BEACH
Community
SustainabilitySM

CITY OF LAKE WORTH BEACH

PROCLAMATION

WHEREAS, Black History Month is an annual observance where it is also known as African-American History Month. It has received official recognition from governments in the United States and Canada, and more recently has been observed in Ireland and the United Kingdom; and

WHEREAS, the celebration of Black History Month was created in 1926 by Carter G. Woodson, a noted African American historian, scholar, educator and publisher. It became a month-long celebration in 1976; and

WHEREAS, the 2024 national theme for the observance is “African Americans and the Arts” by which artists have used art to preserve history and community memory as well as for empowerment. African American art is infused with African, Caribbean, and the Black American lived experiences; and

WHEREAS, celebrating the history of African Americans and the arts, puts into the national spotlight the richness of the past and present with an eye towards what the rest of the twenty-first century will bring; and

WHEREAS, The City of Lake Worth Beach celebrates art’s contribution to our community, the state, the country, and the world and continues to work toward becoming an inclusive community in which all citizens, past, present, and future, are respected and recognized for their contributions; and

WHEREAS, The City of Lake Worth Beach is proud to the African Americans arts contributions in our community, throughout our state, and nation.

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

FEBRUARY 2024

as

BLACK HISTORY MONTH

in the City of Lake Worth Beach, Florida, in accordance with the nationwide observance of the same and urge all citizens to celebrate our diverse heritage, arts and culture and continue our efforts to create a world that is more just, peaceful and prosperous for all.

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 6th day of February, 2024.

Betty Resch, Mayor

ATTEST:

Melissa Ann Coyne, City Clerk

CITY OF LAKE WORTH BEACH

PROCLAMATION

Positive Action toward Liberty and Justice for All

- WHEREAS,** The City of Lake Worth Beach is a rich ethnic and racial community that prides itself on its diverse population; and
- WHEREAS,** the founding Charter of the City and supporting statutes through the 1960s provided for legal discrimination uniquely between "white" and "colored residents;" and
- WHEREAS,** the City now wishes to move forward by providing equal protection under the law in harmony with the 14th Amendment of the U.S. Constitution; and
- WHEREAS,** there is an ongoing need to overcome legacy of racial discrimination by positive action to educate its citizens, and provide equal opportunity for all; and
- WHEREAS,** the Lake Worth Beach MLK Committee, the Lake Worth Interfaith Network, the Historical Society of Lake Worth and numerous other community organizations have come together to organize 29-Days of Anti-Racism campaign during February 2024, to educate the public about the local history of black anti-racism and the remedial measures that have been taken to overcome historic discrimination; and
- WHEREAS,** the 29-Day campaign includes discussion forums, site visits, historical presentations, church visits, support for minority-owned businesses, and other events aimed at education and fellowship across racial lines; and
- WHEREAS,** details and information about the emerging events can be found online at www.facebook.com/LWIN29Days and www.lwinterfaith.net; and
- WHEREAS,** the City of Lake Worth Beach supports these positive steps by providing publicity, venues and logistical support; and
- WHEREAS,** the City of Lake Worth Beach aims to continue to build what Dr. Martin Luther King called the Beloved Community, where its residents live may in a spirit of sisterhood and brotherhood.

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:

FEBRUARY 2024
as
ANTI-RACISM MONTH

and ask every racial, religious, and ethnic group in Palm Beach County to join Lake Worth Beach residents in their celebration of the diversity of our community.

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 6th day of February, 2024.

Betty Resch, Mayor

ATTEST:

Melissa Ann Coyne, MMC, City Clerk

**MINUTES
CITY OF LAKE WORTH BEACH
CITY COMMISSION PRE-AGENDA WORK SESSION
CITY HALL COMMISSION CHAMBER
FRIDAY, JANUARY 12, 2024 - 9:00 AM**

The meeting was called to order by Mayor Resch on the above date at 9:06 AM in the City Commission Chamber located at City Hall, 7 North Dixie Highway, Lake Worth Beach.

ROLL CALL: (0:35) Present were Mayor Betty Resch, Vice Mayor Christopher McVoy and Commissioners Sarah Malega, Kim Stokes and Reinaldo Diaz. Also present were Interim City Manager Jamie Brown and City Clerk Melissa Ann Coyne.

UPDATES / FUTURE ACTION / DIRECTION:

Commissioner Stokes left the meeting at 9:29 AM.

ADJOURNMENT: (45:34)

The meeting adjourned at 10:10 AM.

Betty Resch, Mayor

ATTEST:

Melissa Ann Coyne, MMC, City Clerk

Minutes Approved: February 6, 2024

Item time stamps refer to the video available on YouTube.

**MINUTES
CITY OF LAKE WORTH BEACH
REGULAR CITY COMMISSION MEETING
CITY HALL COMMISSION CHAMBER
TUESDAY, JANUARY 16, 2024 – 6:00 PM**

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

ROLL CALL: (0:36) Present were Mayor Betty Resch, Vice Mayor Christopher McVoy, Commissioners Sarah Malega, Kim Stokes 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: (0:52) was led by Commissioner Sarah Malega.

PLEDGE OF ALLEGIANCE: (1:29) was led by Mayor Betty Resch.

ADDITIONS/DELETIONS/REORDERING: (1:55)

Presentation B, Certificates of Achievement to Lake Worth High Beach Jaguars, was reordered to Presentation A. Public Participation was reordered to precede the City Attorney's Report.

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

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

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

- A. (reordered from Presentation B) Presentation of Certificates of Achievement to Lake Worth High Beach Jaguars in commemoration of their Championship win brought forward by Commissioner Malega (2:26)
- B. (reordered from Presentation A) Presentation regarding the State of Education by Palm Beach County School Board Member Edwin Ferguson (10:11)
- C. Presentation by Steve Lockwood, President of the Historical Society of Lake Worth, regarding the four Lake Worth Beach City Halls brought forward by Mayor Resch (38:49)
- D. Quarterly CRA Update by Joan Oliva, CRA Director (52:41)
- E. Proclamation declaring January 15, 2024 as Dr. Martin Luther King, Jr. Day (1:10:12)

COMMISSION LIAISON REPORTS AND COMMENTS: (1:14:15)

CITY MANAGER'S REPORT: (1:34:04)

Interim City Manager Brown provided the following report:

- clarified that the Town Hall (Public Forum) on Tuesday, January 23 at North Grade K-8; the intent would be to get out of City Hall and into the community
- explained that the City was behind on some audits due to losing the previous Finance Director; the current Finance Director was in constant communication with the State and the audit would be due on April 1 and the next one would be submitted by June 30; the city would not lose any funding
- there would be a work session on Monday, January 22 for the mobility plan and surplus properties
- the Street Painting Festival would move forward as scheduled; Lauren Bennett, Leisure Services Director, would be leaving the City on Friday
- an RFQ would be put out for tree planting with the scope provided by the Tree and Landscape Board; landscaping would be part of the annual budget going forward
- the new City website would be rolled out on Thursday at 6 pm
- stated that the pool should not be overseen by staff. Step 1 should be an RFQ to determine what could be done at the pool including the operational cost, step 2 would be a public charrette and step 3 would be a special meeting with a visioning session including all the data collected and how to fund it

The meeting recessed at 8:14 PM and reconvened at 8:24 PM.

PUBLIC PARTICIPATION OF NON-AGENDAED ITEMS AND CONSENT AGENDA: (2:21:24)

CITY ATTORNEY'S REPORT: (2:38:53)

A. Discussion regarding the process to search for the new City Manager

City Attorney Torcivia reported that there would be a multiple step process taking five to six months:

- 1) RFP to be prepared and sent out to find a search firm within the next few weeks
- 2) review of those who responded to the RFP (responses would be due late March to early April)
- 3) commission to select a firm for the search in April/May
- 4) firm would conduct the search
- 5) commission would interview and select a new City Manager

APPROVAL OF MINUTES: (2:42:39)

Action: Motion made by Commissioner Stokes and seconded by Vice Mayor McVoy to approve the following minutes:

- A. December 11, 2023 - Special Meeting
- B. December 19, 2023 - Regular Meeting

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

CONSENT AGENDA: (public comment allowed during Public Participation of Non-Agendaed items) (2:48:01)

- A. Resolution No. 01-2024 – Supporting H.R. 3421, the Medicare for All Bill, brought forward by Commissioner Malega
- B. Resolution No. 02-2024 – FY 2023-2034 Resilient Florida Program Agreement 24SRP21
- C. Community Development Block Grant Project Agreement Amendment 002 for Memorial Park Improvements Phase II
- D. Agreement for Legal Services with Goren, Cherof, Doody & Ezrol, P.A. for Foreclosure of City Code Enforcement Liens and other Legal Services

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

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

PUBLIC HEARINGS:

There were no Public Hearings on the agenda.

UNFINISHED BUSINESS:

There were no Unfinished Business items on the agenda.

NEW BUSINESS: (2:42:56)

- A. Interlocal Agreement with the CRA for micro-transit services with Circuit Transit, Inc. (2:43:01)

Action: Motion made by Commissioner Diaz and seconded by Vice Mayor McVoy to approve the Interlocal Agreement with the CRA for micro-transit services with Circuit Transit, Inc.

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

- B. Ordinance No. 2024-01 - First Reading - amending the City's Pension Plan Ordinance (3:24:30)

City Attorney Torcivia read the ordinance by title only.

ORDINANCE NO. 2024-01 OF THE CITY OF LAKE WORTH BEACH, FLORIDA, AMENDING CHAPTER 16, "PENSIONS AND RETIREMENT", ARTICLE II, "EMPLOYEES' RETIREMENT SYSTEM", DIVISION 2, "PENSION PLAN",

AMENDING SECTION 16-43(c)(3), DEFERRED RETIREMENT OPTION PLAN, TO PROVIDE THAT THE DROP EARNINGS SHALL BE AN ANNUALIZED RATE EQUAL TO THE SEPTEMBER 30 ONE-YEAR RATE OF EXPECTED INVESTMENT RETURN MINUS ONE PERCENT (1%); PROVIDING FOR SEVERABILITY. THE REPEAL OF LAWS IN CONFLICT, CODIFICATION, AND AN EFFECTIVE DATE

Action: Motion made by Vice Mayor McVoy and seconded by Commissioner Malega to approve Ordinance No. 2024-01 on first reading and set the second reading and public hearing for February 6, 2024.

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

C. Consideration of a proposed plat “Cloisters III” for the properties at 508, 510, and 530 South Federal Highway, commonly known as the Cloisters project (3:27:24)

Action: Motion made by Commissioner Malega and seconded by Commissioner Stokes to approve the proposed plat “Cloisters III” for the properties at 508, 510, and 530 South Federal Highway, commonly known as the Cloisters project.

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

D. Agreement with Chen Moore and Associates, Inc. to prepare an Open Space Recreation Master Plan (3:29:33)

Action: Motion made by Commissioner Malega and seconded by Vice Mayor McVoy to extend the meeting until 11 PM.

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

Action: Motion made by Commissioner Diaz and seconded by Commissioner Stokes to approve the Agreement with Chen Moore and Associates, Inc. to prepare an Open Space Recreation Master Plan.

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

E. Consideration of an alcohol beverage distance waiver to allow package sales of alcoholic beverages (wine only) at 500 North Dixie Highway (4:08:46)

Action: Motion made by Commissioner Stokes and seconded by Commissioner Diaz to approve an alcohol beverage distance waiver to allow package sales of alcoholic beverages (wine only) at 500 North Dixie Highway.

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

- E. Ordinance No. 2024-04 - First Reading - adopting the Florida Building Code 2023 8th Edition with recommended local amendments to Chapter One (4:13:12)

City Attorney Torcivia read the ordinance by title only.

ORDINANCE NO. 2024-04 OF THE CITY OF LAKE WORTH BEACH, FLORIDA, AMENDING CHAPTER 9, "BUILDINGS AND STRUCTURAL REGULATIONS", ARTICLE I, "IN GENERAL", SECTION 9-2, "BUILDING CODE ADOPTED", BY ADOPTING THE 2023 BUILDING CODE; AMENDING SECTION 9-2.1, "CITY OF LAKE WORTH BEACH ADMINISTRATIVE AMENDMENTS TO THE FLORIDA BUILDING CODES ADOPTED", BY ADOPTING BY REFERENCE THE CITY OF LAKE WORTH BEACH ADMINISTRATIVE AMENDMENTS TO THE FLORIDA BUILDING CODE 2023 EDITION; PROVIDING FOR SEVERABILITY, THE REPEAL OF LAWS IN CONFLICT, CODIFICATION, AND AN EFFECTIVE DATE

Action: Motion made by Commissioner Malega and seconded by Vice Mayor McVoy to approve Ordinance 2024-04 on first reading and set the second reading and public hearing for February 6, 2024.

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

UPCOMING MEETINGS AND WORK SESSIONS:

January 22 @ 5 PM - work session

January 23 @ 6:30 PM - District 3 Public Forum (OPEN TO ALL)

January 30 @ 6 PM - utility meeting

February 6 @ 6 PM - regular meeting

ADJOURNMENT: (4:14:03)

Action: Motion made by Commissioner Malega and seconded by Commissioner Stokes to adjourn the meeting at 10:14 PM.

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

Betty Resch, Mayor

ATTEST:

Melissa Ann Coyne, MMC, City Clerk

Minutes approved February 6, 2024

Item time stamps correspond to the recording on YouTube.

STAFF REPORT REGULAR MEETING

AGENDA DATE: February 6, 2024

DEPARTMENT: Human Resources

TITLE:

Ordinance No. 2024-01 - Second Reading - amending the City's Pension Plan Ordinance

SUMMARY:

Approval of an amendment to the City of Lake Worth Beach's Pension Plan Ordinance setting the annual interest crediting rate for DROP accounts equal to the assumed rate of return as of September 30th of each year, less one percent.

BACKGROUND AND JUSTIFICATION:

The proposed Pension Ordinance changes the DROP interest rate from the "LIBOR" rate plus 1% to the expected rate of investment return less 1%. Prior to the change the annual interest crediting rate for DROP accounts was equal to the one-year LIBOR (London Inter-Bank Offered Rate) plus one percent. This change was required by the IRS because the LIBOR rate no longer exists. The International Brotherhood of Electrical Workers (IBEW), the Lake Worth Beach Professional Managers and Supervisors Union (PMSA), and the Lake Worth Beach Public Employees Union (PEU) have all agreed to this proposed change. The Pension Board unanimously approved presenting these changes to the City Commission for adoption. The City Commission approved the ordinance unanimously at the first reading on January 16.

MOTION:

Move to approve/disapprove Ordinance 2024-01 amending the City's Pension Plan Ordinance.

ATTACHMENT(S):

Ordinance 2024-01
Actuarial Impact Letter

ORDINANCE NO. 2024-01 OF THE CITY OF LAKE WORTH BEACH, FLORIDA, AMENDING CHAPTER 16, "PENSIONS AND RETIREMENT", ARTICLE II, "EMPLOYEES' RETIREMENT SYSTEM", DIVISION 2, "PENSION PLAN", AMENDING SECTION 16-43(c)(3), DEFERRED RETIREMENT OPTION PLAN, TO PROVIDE THAT THE DROP EARNINGS SHALL BE AN ANNUALIZED RATE EQUAL TO THE SEPTEMBER 30 ONE-YEAR RATE OF EXPECTED INVESTMENT RETURN MINUS ONE PERCENT (1%); PROVIDING FOR SEVERABILITY. THE REPEAL OF LAWS IN CONFLICT, CODIFICATION, AND AN EFFECTIVE DATE

WHEREAS, the City has established and maintained the City of Lake Worth Beach Employees Retirement System ("Pension Plan"), the provisions of which presently are set forth in Divisions 1 and 2 of Article II of Chapter 16 of the City Code; and

WHEREAS, it is desirable that earnings for Deferred Retirement Option Plan (DROP) accounts be amended to reflect reasonable expectations; and

WHEREAS, the trustees of the City of Lake Worth Beach General Employees' Retirement System have requested and approved the amendments provided herein as being in the best interests of the participants and beneficiaries and improving the administration of the Fund, and

WHEREAS, the City Commission has received and reviewed the impact statement concerning the amendment;

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

SECTION 1. Article II, Division 2, Section 16-43, "Deferred retirement option plan" of the Code of Ordinances of the City of Lake Worth Beach, is amended by deleting the stricken through language and adding the underlined language as follows:

Sec. 16-43. - Deferred retirement option plan.

[...]

(c) DROP plan features.

[...]

- (3) During a participant's participation in the DROP, the participant's monthly retirement benefit will be paid into the DROP account. Effective January 1, 2011, a participant's DROP account will earn an annualized rate equal to the September 30 one-year expected rate of investment return minus one-percent (1%) interest at the one-year LIBOR Rate plus one (1) percent as of September 30 each year, not to exceed the plan's annual assumed rate of investment return. Provided however, that should the plan's net investment return be negative, DROP accounts shall be credited with zero (0) return.

SECTION 2. Severability. That if any word, phrase, clause, subsection or section of this

ordinance for any reason be held unconstitutional or invalid, the invalidity thereof shall not affect the validity of any remaining portions of this ordinance.

SECTION 3. Repeal of Laws in Conflict. That all sections or parts of sections of the Code of Ordinances, all ordinances or parts of ordinances, and all resolutions or parts of resolutions in conflict herewith and the same are hereby repealed to the extent of such conflict.

SECTION 4. Codification. The sections of this Ordinance may become a part of the City Code of Ordinances and may be renumbered or re-lettered to accomplish such, and the word "ordinance" may be changed to "section," "division," or any other appropriate word.

SECTION 5. This Ordinance shall become effective 10 days after final passage.

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

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

The Mayor thereupon declared this ordinance duly passed on first reading on the 16th day of January, 2024.

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

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

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

LAKE WORTH BEACH CITY COMMISSION

By: _____
Betty Resch, Mayor

ATTEST:

Melissa Ann Coyne, MMC, City Clerk



April 13, 2023

J. Scott Baur
Managing Partner
Resource Centers, LLC
4360 Northlake Blvd. Suite 206
Palm Beach Gardens, FL 33410

Re: The City of Lake Worth Beach General Employees Retirement System

Dear Scott:

As requested, we have reviewed the proposed ordinance which would amend the City of Lake Worth Beach General Employees Retirement System (Plan) as follows:

Sec. 16-43. - Deferred retirement option plan, subsection (c)(3), to set the annual interest crediting rate for DROP accounts equal to the assumed rate of return as of September 30th of each year, less one percent. Prior to the change the annual interest crediting rate for DROP accounts was equal to the one-year LIBOR (London Inter-Bank Offered Rate) plus one percent. The change is being made because the LIBOR index is no longer available.

In our opinion, this change will not have an actuarial impact on the cost of the Plan for prefunding purposes, since the DROP interest crediting rate is not explicitly reflected. However, actuarial gains or losses will occur when the actual DROP interest crediting rate differs from the actual rate of return earned by the Plan. Over time, these gains and losses are expected to be offsetting.

Because the proposed ordinance will not have an actuarial impact for prefunding purposes, it is our opinion that a formal Actuarial Impact Statement is not required. However, we recommend that you send a copy of this letter and the proposed ordinance to the Bureau of Local Retirement Systems.

Peter N. Strong is a member of the American Academy of Actuaries and meets the Qualification Standards of the American Academy of Actuaries to render the actuarial opinions contained herein. The undersigned actuary is independent of the plan sponsor.

We welcome your questions and comments.

Respectfully submitted,
Gabriel, Roeder, Smith & Company

A handwritten signature in black ink that reads 'Peter N. Strong'. The signature is written in a cursive, flowing style.

Peter N. Strong, FSA, MAAA
Senior Consultant & Actuary

cc: Kenneth R. Harrison

The above communication shall not be construed to provide tax advice, legal advice or investment advice.

EXECUTIVE BRIEF REGULAR MEETING

AGENDA DATE: February 6, 2024

DEPARTMENT: Community Sustainability

TITLE:

Ordinance No. 2024-04 - Second Reading - adopting the Florida Building Code 2023 8th Edition with recommended local amendments to Chapter One

SUMMARY:

The ordinance proposes the adoption of the 2023 8th edition of the Florida Building Code with local amendments to Chapter One

BACKGROUND AND JUSTIFICATION:

Every three years the Florida Building Code is amended and it is based on the latest edition of the International Code. This year the Florida Building Commission has adopted, by rule, pursuant to section 120.536(1) and 120.54, Florida Statutes, the 2023 Florida Building Code (Code) with an effective implementation date of December 31, 2023. The Code is applicable throughout the entire State of Florida pursuant to section 553.73(6), Florida Statutes, without adoption on the City for implementation. However, section 553.73(4)(a), Florida Statutes, authorizes the City to adopt local amendments to the administrative provisions contained in Chapter 1 of the Code, so long as any such administrative amendments are more stringent than the minimum standards contained in the Code. The recommended administrative amendments for the City are included as part of the proposed ordinance as Exhibit "A".

Chapter one amendments are changes to address Florida specific laws. The Building Officials Association of Florida puts out a recommended Chapter One. The Palm Beach County Building Code Advisory Board reviewed that version and made several changes. That version was sent to the local municipalities. The Palm Beach County version was amended to reference Lake Worth Beach ordinances that apply as needed in the document.

The ordinance was approved unanimously on first reading at the January 16 city commission meeting.

MOTION:

Move to approve/disapprove Ordinance No. 2024-04 – adopting the Florida Building Code 2023 8th Edition with recommended local amendments to Chapter One.

ATTACHMENT(S):

Fiscal Impact Analysis – N/A
Ordinance 2024-04
Administrative Code Chapter 1

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ORDINANCE NO. 2024-04 OF THE CITY OF LAKE WORTH BEACH, FLORIDA, AMENDING CHAPTER 9, "BUILDINGS AND STRUCTURAL REGULATIONS", ARTICLE I, "IN GENERAL", SECTION 9-2, "BUILDING CODE ADOPTED", BY ADOPTING THE 2023 BUILDING CODE; AMENDING SECTION 9-2.1, "CITY OF LAKE WORTH BEACH ADMINISTRATIVE AMENDMENTS TO THE FLORIDA BUILDING CODES ADOPTED", BY ADOPTING BY REFERENCE THE CITY OF LAKE WORTH BEACH ADMINISTRATIVE AMENDMENTS TO THE FLORIDA BUILDING CODE 2023 EDITION; PROVIDING FOR SEVERABILITY, THE REPEAL OF LAWS IN CONFLICT, CODIFICATION, AND AN EFFECTIVE DATE

WHEREAS, pursuant to the home rule powers of the City of Lake Worth Beach granted by Chapter 166, Florida Statutes, the City has the authority to exercise its police powers and regulatory powers to protect the health, safety and welfare of its citizens; and

WHEREAS, the Florida Building Commission has adopted by rule, pursuant to sections 120.536(1) and 120.54, Florida Statutes, the 2023 Edition of the Florida Building Code; and

WHEREAS, subject to the provisions of the law, responsibility for enforcement, interpretation, and regulation of the Florida Building code shall be vested in a specified local government; and

WHEREAS, local governments may adopt amendments to the administrative provisions of the Florida Building Code, subject to the limitations of section 553.73(4)(a), Florida Statutes; and

WHEREAS, the adoption of administrative amendments serves the public interest by strengthening and clarifying the proper administration of the Florida Building Code, which includes building, electrical, plumbing, mechanical, and other technical codes, for the health, safety, and general welfare of the citizens of the City of Lake Worth Beach.

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

Section 1. The foregoing "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 I, "In General", Section 9-2., "Building code adopted" is hereby amended as follows (added words are underlined and deleted words are ~~struck through~~):

Sec. 9-2. - Building code adopted.

The Florida Building Commission has adopted, by rule, pursuant to F.S. §§ 120.536(1) and 120.54, the ~~2020~~ 2023 edition of the Florida Building Code, which contains or incorporates by reference all laws and rules that pertain to and govern the design, construction, erection, alteration, modification, repair, and demolition of public and private buildings and structures, and the enforcement of such laws and rules.

49 Section 3. Chapter 9, "Buildings and Structural Regulations", Article I, "In General", Section
50 9-2.1, "City of Lake Worth Beach administrative amendments to the Florida Building Codes
51 adopted" is hereby amended as follows (added words are underlined and deleted words are
52 ~~struck through~~):

53
54 **Sec. 9-2.1. - City of Lake Worth Beach administrative amendments to the Florida Building**
55 **Codes adopted.**

56 The City of Lake Worth Beach hereby adopts the Florida Building Code, ~~2020~~ 2023 Edition,
57 with administrative amendments as set forth in Exhibit A of Ordinance ~~2020-19~~, ~~as amended by~~
58 ~~Exhibit A of Ordinance No. 2022-25~~, 2024-04, which shall be in full force and effect as if fully set
59 out in this section.

60 Section 4. Severability. If any section, subsection, sentence, clause, phrase or portion of this
61 Ordinance is for any reason held invalid or unconstitutional by any court of competent jurisdiction,
62 such portion shall be deemed a separate, distinct, and independent provision, and such holding
63 shall not affect the validity of the remaining portions thereof.

64
65 Section 5. Repeal of Laws in Conflict. All ordinances or parts of ordinances in conflict herewith
66 are hereby repealed to the extent of such conflict.

67
68 Section 6. Codification. The sections of the ordinance may be made a part of the City Code of
69 Laws and ordinances and may be re-numbered or re-lettered to accomplish such, and the word
70 "ordinance" may be changed to "section", "division", or any other appropriate word.

71
72 Section 7. Effective Date. This ordinance shall become effective on ten (10) days after passage.

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

75		
76	Mayor Betty Resch	AYE
77	Vice Mayor Christopher McVoy	AYE
78	Commissioner Sarah Malega	AYE
79	Commissioner Kimberly Stokes	AYE
80	Commissioner Reinaldo Diaz	AYE

81
82 The Mayor thereupon declared this ordinance duly passed on first reading on the 16th day
83 of January, 2024.

84
85
86 The passage of this ordinance on second reading was moved by Commissioner
87 _____, seconded by Commissioner _____, and upon being put to a vote, the
88 vote was as follows:

89	
90	Mayor Betty Resch
91	Vice Mayor Christopher McVoy
92	Commissioner Sarah Malega
93	Commissioner Kimberly Stokes
94	Commissioner Reinaldo Diaz

95

96 The Mayor thereupon declared this ordinance duly passed and enacted on the _____ day
97 of _____, 2024.

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100

LAKE WORTH BEACH CITY COMMISSION

101

102

103

By: _____

104

Betty Resch, Mayor

105 ATTEST:

106

107

108

Melissa Ann Coyne, MMC, City Clerk

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111

ADMINISTRATIVE CODE CHAPTER 1 FOR THE 8th Edition (2023) FLORIDA BUILDING CODE

SCOPE AND ADMINISTRATION

DRAFT

PART 1—SCOPE AND APPLICATION
SECTION 101
GENERAL

101.1 Title. These regulations shall be known as the *Florida Building Code*, hereinafter referred to as “this code.”

101.2 Scope. The provisions of this code shall apply to the construction, *alteration*, relocation, enlargement, replacement, *repair*, equipment, use and occupancy, location, maintenance, removal and demolition of every building or structure or any appurtenances connected or attached to such buildings or structures.

Exceptions:

1. Detached one- and two-family *dwelling*s and multiple single-family *dwelling*s (*townhouses*) not more than three *stories above grade plane* in height with a separate *means of egress*, and their accessory structures not more than three *stories above grade plane* in height, shall comply with this Code or the *Florida Building Code, Residential*.
2. Code requirements that address snow loads and earthquake protection shall not be utilized or enforced.

101.2.1 Appendices. Provisions in the appendices shall not apply unless specifically adopted.

101.2.2 Residential construction standards or practices which are not covered by Florida Building Code, Residential volume shall be in accordance with the provisions of Florida Building Code, Building.

101.3 Intent. The purpose of this code is to establish the minimum requirements to provide a reasonable level of safety, public health and general welfare through structural strength, *means of egress* facilities, stability, sanitation, adequate light and ventilation, energy conservation, and safety to life and property from fire and other hazards attributed to the built environment and to provide a reasonable level of safety to fire fighters and emergency responders during emergency operations.

101.3.1 Quality control. Quality control of materials and workmanship is not within the purview of this code except as it relates to the purposes stated herein.

101.3.2 Warranty and Liability. The permitting, plan review or inspection of any building, system or plan by this jurisdiction, under the requirements of this code, shall not be construed in any court as a warranty of the physical condition of such building, system or plan or their adequacy. This jurisdiction shall not be liable in tort for damages or hazardous or illegal condition or inadequacy in such building, system or plan, nor for any failure of any component of such, which may occur subsequent to such inspection or permitting.

101.4 Referenced codes. The other codes listed in Sections 101.4.1 through 101.4.9 and referenced elsewhere in this code shall be considered part of the requirements of this code to the prescribed extent of each such reference.

101.4.1 Gas. The provisions of the *Florida Building Code, Fuel Gas* shall apply to the installation of gas piping from the point of delivery, gas appliances and related accessories as covered in this code. These requirements apply to gas piping systems extending from the point of delivery to the inlet connections of appliances and the installation and operation of residential and commercial gas appliances and related accessories.

101.4.2 Mechanical. The provisions of the *Florida Building Code, Mechanical* shall apply to the installation, *alterations, repairs* and replacement of mechanical systems, including equipment, appliances, fixtures, fittings and/or appurtenances, including ventilating, heating, cooling, air-conditioning and refrigeration systems, incinerators and other energy related systems.

101.4.3 Plumbing. The provisions of the *Florida Building Code, Plumbing* shall apply to the installation, *alteration, repair* and replacement of plumbing systems, including equipment, appliances, fixtures, fittings and appurtenances, and where connected to a water or sewage system and all aspects of a medical gas system.

101.4.4 Property maintenance. As provided in Section 2-75.6 of the City of Lake Worth Beach Code of Ordinances.

101.4.5 Fire prevention. For provisions related to fire prevention, refer to the *Florida Fire Prevention Code*. The *Florida Fire Prevention Code* shall apply to matters affecting or relating to structures, processes and premises from the hazard of fire and explosion arising from the storage, handling or use of structures, materials or devices; from conditions hazardous to life, property or public welfare in the occupancy of structures or premises; and from the construction, extension, *repair, alteration* or removal of fire suppression, *automatic sprinkler systems* and alarm systems or fire hazards in the structure or on the premises from occupancy or operation.

101.4.6 Energy. The provisions of the *Florida Building Code, Energy Conservation* shall apply to all matters governing the design and construction of buildings for energy efficiency.

101.4.7 Existing buildings. The provisions of the *Florida Building Code, Existing Building* shall apply to matters governing the *repair, alteration*, change of occupancy, *addition* to and relocation of existing buildings.

101.4.8 Accessibility. For provisions related to accessibility, refer to the *Florida Building Code, Accessibility*.

101.4.9 Manufactured buildings. For additional administrative and special code requirements, see Section 458, *Florida Building Code, Building*, and Rule 61-41 F.A.C.

SECTION 102 APPLICABILITY

102.1 General. Where there is a conflict between a general requirement and a specific requirement, the specific requirement shall be applicable. Where, in any specific case, different sections of this code specify different materials, methods of construction or other requirements, the most restrictive shall govern.

102.1.1 *The Florida Building Code* does not apply to, and no code enforcement action shall be brought with respect to, zoning requirements, land use requirements and owner specifications or programmatic requirements which do not pertain to and govern the design, construction, erection, alteration, modification, repair or demolition of public or private buildings, structures or facilities or to programmatic requirements that do not pertain to enforcement of the *Florida Building Code*. Additionally, a local code enforcement agency may not administer or enforce the *Florida Building Code, Building* to prevent the siting of any publicly owned facility, including, but not limited to, correctional facilities, juvenile justice facilities, or state universities, community colleges, or public education facilities, as provided by law.

102.2 Building. The provisions of the *Florida Building Code* shall apply to the construction, erection, alteration, modification, repair, equipment, use and occupancy, location, maintenance, removal and demolition of every public and private building, structure or facility or floating residential structure, or any appurtenances connected or attached to such buildings, structures or facilities. Additions, alterations, repairs and changes of use or occupancy group in all buildings and structures shall comply with the provisions provided in the *Florida Building Code, Existing Building*. The following buildings, structures and facilities are exempt from the *Florida Building Code* as provided by law, and any further exemptions shall be as determined by the legislature and provided by law:

- (a) Building and structures specifically regulated and preempted by the federal government.
- (b) Railroads and ancillary facilities associated with the railroad.
- (c) Nonresidential farm buildings on farms.
- (d) Temporary buildings or sheds used exclusively for construction purposes.
- (e) Mobile or modular structures used as temporary offices, except that the provisions of Part II (Sections 553.501-553.513, *Florida Statutes*) relating to accessibility by persons with disabilities shall apply to such mobile or modular structures. *Permits* shall be required for structural support and tie-down, electric supply and all other such utility connections to such mobile or modular structures as required by this jurisdiction.
- (f) Those structures or facilities of electric utilities, as defined in Section 366.02, *Florida Statutes*, which are

- directly involved in the generation, transmission, or distribution of electricity.
- (g) Temporary sets, assemblies, or structures used in commercial motion picture or television production, or any sound-recording equipment used in such production, on or off the premises.
 - (h) Chickees constructed by the Miccosukee Tribe of Indians of Florida or the Seminole Tribe of Florida. As used in this paragraph, the term “chickee” means an open-sided wooden hut that has a thatched roof of palm or palmetto or other traditional materials, and that does not incorporate any electrical, plumbing, or other nonwood features.
 - (i) Family mausoleums not exceeding 250 square feet (23 m²) in area which are prefabricated and assembled on site or preassembled and delivered on site and have walls, roofs, and a floor constructed of granite, marble, or reinforced concrete.
 - (j) Temporary housing provided by the Department of Corrections to any prisoner in the state correctional system.
 - (k) A building or structure having less than 1,000 square feet (93 m²) which is constructed and owned by a natural person for hunting and which is repaired or reconstructed to the same dimension and condition as existed on January 1, 2011, if the building or structure:
 - 1. Is not rented or leased or used as a principal residence;
 - 2. Is not located within the 100-year flood plain according to the Federal Emergency Management Agency’s current Flood Insurance Rate Map; and
 - 3. Is not connected to an off-site electric power or water supply.
 - (l) A drone port as defined in s. 330.41(2).

102.2.1 In addition to the requirements of Sections 553.79 and 553.80, *Florida Statutes*, facilities subject to the provisions of Chapter 395, *Florida Statutes*, and Part II of Chapter 400, *Florida Statutes*, shall have facility plans reviewed and construction surveyed by the state agency authorized to do so under the requirements of Chapter 395, *Florida Statutes*, and Part II of Chapter 400, *Florida Statutes*, and the certification requirements of the federal government.

102.2.2 Residential buildings or structures moved into or within a county or municipality shall not be required to be brought into compliance with the state minimum building code in force at the time the building or structure is moved, provided:

1. The building or structure is structurally sound and in occupiable condition for its intended use;
2. The occupancy use classification for the building or structure is not changed as a result of the move;
3. The building is not substantially remodeled;
4. Current fire code requirements for ingress and egress are met;
5. Electrical, gas and plumbing systems meet the codes in force at the time of construction and are operational and safe for reconnection; and
6. Foundation plans are sealed by a professional engineer or architect licensed to practice in this state, if required by the *Florida Building Code, Building* for all residential buildings or structures of the same occupancy class.

102.2.3 The *building official* shall apply the same standard to a moved residential building or structure as that applied to the remodeling of any comparable residential building or structure to determine whether the moved structure is substantially remodeled. The cost of the foundation on which the moved building or structure is placed shall not be included in the cost of remodeling for purposes of determining whether a moved building or structure has been substantially remodeled.

102.2.4 This section does not apply to the jurisdiction and authority of the Department of Agriculture and Consumer Services to inspect amusement rides or the Department of Financial Services to inspect state-owned buildings and boilers.

102.2.5 Each enforcement district or local enforcement agency shall be governed by a board, the composition of which shall be determined by the affected localities.

1. At its own option, each enforcement district or local enforcement agency may adopt rules granting to the

owner of a single-family residence one or more exemptions from the *Florida Building Code* relating to:

- a. Addition, alteration, or repairs performed by the property owner upon his or her own property, provided any addition, alteration or repair shall not exceed 1,000 square feet (93 m²) or the square footage of the primary structure, whichever is less.
 - b. Addition, alteration, or repairs by a nonowner within a specific cost limitation set by rule, provided the total cost shall not exceed \$5,000 within any 12-month period.
 - c. Building plans review and inspection fees.
2. However, the exemptions under subparagraph 1 do not apply to single-family residences that are located in mapped *flood hazard areas*, as defined in the code, unless the enforcement district or local enforcement agency has determined that the work, which is otherwise exempt, does not constitute a substantial improvement, including the repair of substantial damage, of such single-family residences.
 3. Each code exemption, as defined in sub-subparagraphs 1a, 1b, and 1c shall be certified to the local board 10 days prior to implementation and shall only be effective in the territorial jurisdiction of the enforcement district or local enforcement agency implementing it.

102.2.6 This section does not apply to swings and other playground equipment accessory to a one- or two-family dwelling.

Exception: Electrical service to such playground equipment shall be in accordance with Chapter 27 of this code.

102.3 Application of references. References to chapter or section numbers, or to provisions not specifically identified by number, shall be construed to refer to such chapter, section or provision of this code.

102.4 Referenced codes and standards. The codes and standards referenced in this code shall be considered part of the requirements of this code to the prescribed extent of each such reference and as further regulated in Sections 102.4.1 and 102.4.2.

102.4.1 Conflicts. Where conflicts occur between provisions of this code and referenced codes and standards, the provisions of this code shall apply.

102.4.2 Provisions in referenced codes and standards. Where the extent of the reference to a referenced code or standard includes subject matter that is within the scope of this code or the Florida Codes listed in Section 101.4, the provisions of this code or the Florida Codes listed in Section 101.4, as applicable, shall take precedence over the provisions in the referenced code or standard.

102.5 Partial invalidity. In the event that any part or provision of this code is held to be illegal or void, this shall not have the effect of making void or illegal any of the other parts or provisions.

102.6 Existing structures. The legal occupancy of any structure existing on the date of adoption of this code shall be permitted to continue without change, except as otherwise specifically provided in this code, the *Florida Building Code, Existing Building, Section 2-75.6 of the City of Lake Worth Beach Code of Ordinances*, or the *Florida Fire Prevention Code*.

102.6.1 Buildings not previously occupied. A building or portion of a building that has not been previously occupied or used for its intended purpose in accordance with the laws in existence at the time of its completion shall comply with the provisions of the *Florida Building Code, Building* or *Florida Building Code, Residential*, as applicable, for new construction or with any current *permit* for such occupancy.

102.6.2 Buildings previously occupied. The legal occupancy of any building existing on the date of adoption of this code shall be permitted to continue without change, except as otherwise specifically provided in this code, the *Florida Fire Prevention Code, Section 2-75.6 of the City of Lake Worth Beach Code of Ordinances*, or as is deemed necessary by the *building official* for the general safety and welfare of the occupants and the public.

102.7 Relocation of manufactured buildings.

- (1) Relocation of an existing manufactured building does not constitute an alteration.
- (2) A relocated building shall comply with wind speed requirements of the new location, using the appropriate wind speed map. If the existing building was manufactured in compliance with the Standard Building Code (prior to March 1, 2002), the wind speed map of the Standard Building Code shall be applicable. If the existing building was manufactured in compliance with the *Florida Building Code* (on or after March 1, 2002), the wind speed map of the *Florida Building Code* shall be applicable.
- (3) A relocated building shall comply with the *flood hazard area* requirements of the new location, if applicable.

102.8 Existing mechanical equipment. An agency or local government may not require that existing mechanical equipment located on or above the surface of a roof be installed in compliance with the requirements of the *Florida Building Code* except during reroofing when the equipment is being replaced or moved and is not in compliance with the provisions of the *Florida Building Code* relating to roof-mounted mechanical units.

PART 2—ADMINISTRATION AND ENFORCEMENT
SECTION 103
DEPARTMENT OF BUILDING SAFETY

103.1 Creation of enforcement agency. The Department of Building Safety is hereby created and the official in charge thereof shall be known as the *building official*.

103.2 Appointment. The *building official* shall be appointed by the chief appointing authority of the jurisdiction.

103.3 Deputies. In accordance with the prescribed procedures of this jurisdiction and with the concurrence of the appointing authority, the *building official* shall have the authority to appoint a deputy *building official*, the related technical officers, inspectors, plan examiners and other employees. Such employees shall have powers as delegated by the *building official*.

For the maintenance of existing properties, see Section 2-75.6 of the City of Lake Worth Beach Code of Ordinances.

SECTION 104
DUTIES AND POWERS OF BUILDING OFFICIAL

104.1 General. The *building official* is hereby authorized and directed to enforce the provisions of this code. The *building official* shall have the authority to render interpretations of this code and to adopt policies and procedures in order to clarify the application of its provisions. Such interpretations, policies and procedures shall be in compliance with the intent and purpose of this code. Such policies and procedures shall not have the effect of waiving requirements specifically provided for in this code.

104.2 Applications and permits. The *building official* shall receive applications, review *construction documents* and issue *permits* for the erection, and *alteration*, demolition and moving of buildings and structures, inspect the premises for which such *permits* have been issued and enforce compliance with the provisions of this code.

104.2.1 Determination of substantially improved or substantially damaged existing buildings and structures in flood hazard areas. For applications for reconstruction, rehabilitation, *repair*, *alteration*, *addition* or other improvement of existing buildings or structures located in *flood hazard areas*, the *building official* shall determine if the proposed work constitutes substantial improvement or *repair* of *substantial damage*. Where the *building official* determines that the proposed work constitutes *substantial improvement* or *repair* of *substantial damage*, and where required by this code, the *building official* shall require the building to meet the requirements of Section 1612 or R322 of the Florida Building Code, Residential, as applicable.

104.3 Notices and orders. The *building official* shall issue all necessary notices or orders to ensure compliance

with this code.

104.4 Inspections. The *building official* shall make all of the required inspections, or the *building official* shall have the authority to accept reports of inspection by *approved agencies* or individuals. Reports of such inspections shall be in writing and be certified by a responsible officer of such *approved agency* or by the responsible individual. The *building official* is authorized to engage such expert opinion as deemed necessary to report upon unusual technical issues that arise, subject to the approval of the appointing authority.

104.5 Identification. The *building official* shall carry proper identification when inspecting structures or premises in the performance of duties under this code.

104.6 Right of entry. Where it is necessary to make an inspection to enforce the provisions of this code, or where the *building official* has reasonable cause to believe that there exists in a structure or upon a premises a condition which is contrary to or in violation of this code which makes the structure or premises unsafe, dangerous or hazardous, the *building official* is authorized to enter the structure or premises at reasonable times to inspect or to perform the duties imposed by this code, provided that if such structure or premises be occupied that credentials be presented to the occupant and entry requested. If such structure or premises is unoccupied, the *building official* shall first make a reasonable effort to locate the owner or other person having charge or control of the structure or premises and request entry. If entry is refused, the *building official* shall have recourse to the remedies provided by law to secure entry.

104.7 Department records. The *building official* shall keep official records of applications received, *permits* and certificates issued, fees collected, reports of inspections, and notices and orders issued. Such records shall be retained in the official records for the period required for retention of public records per FS 119.

104.8 Liability. The *building official*, member of the board of appeals or employee charged with the enforcement of this code, while acting for the jurisdiction in good faith and without malice in the discharge of the duties required by this code or other pertinent law or ordinance, shall not thereby be civilly or criminally rendered liable personally and is hereby relieved from personal liability for any damage accruing to persons or property as a result of any act or by reason of an act or omission in the discharge of official duties. Any suit instituted against an officer or employee because of an act performed by that officer or employee in the lawful discharge of duties and under the provisions of this code shall be defended by legal representative of the jurisdiction until the final termination of the proceedings. The *building official* or any subordinate shall not be liable for cost in any action, suit or proceeding that is instituted in pursuance of the provisions of this code.

104.8.1 Legal defense. Any suit or criminal complaint instituted against an officer or employee because of an act performed by that officer or employee in the lawful discharge of duties and under the provisions of this code shall be defended by legal representatives of the jurisdiction until the final termination of the proceedings. The *building official* or any subordinate shall not be liable for cost in any action, suit or proceeding that is instituted in pursuance of the provisions of this code.

104.9 Approved materials and equipment. Materials, equipment and devices *approved* by the *building official* shall be constructed and installed in accordance with such approval.

104.9.1 Used materials and equipment. The use of used materials that meet the requirements of this code for new materials is permitted. Used equipment and devices shall not be reused unless *approved* by the *building official*.

104.10 Modifications. Wherever there are practical difficulties involved in carrying out the provisions of this code, the *building official* shall have the authority to grant modifications for individual cases, upon application of the owner or owner's representative, provided the *building official* shall first find that special individual reason makes the strict letter of this code impractical and the modification is in compliance with the intent and purpose of this code and that such modification does not lessen health, accessibility, life and fire safety, or structural requirements. The details of action granting modifications shall be recorded and entered in the files of the

department of building safety.

104.10.1 Flood hazard areas. The *building official* shall coordinate with the floodplain administrator to review requests submitted to the *building official* that seek approval to modify the strict application of the flood resistant construction requirements of the *Florida Building Code* to determine whether such requests require the granting of a variance pursuant to Section 117.

104.11 Alternative materials, design and methods of construction and equipment. The provisions of this code are not intended to prevent the installation of any material or to prohibit any design or method of construction not specifically prescribed by this code, provided that any such alternative has been *approved*. An alternative material, design or method of construction shall be *approved* where the *building official* finds that the proposed alternative meets all of the following:

1. The alternative material, design or method of construction is satisfactory and complies with the intent of the provisions of this code,
2. The material, method or work offered is, for the purpose intended, not less than the equivalent of that prescribed in this code as it pertains to the following:
 - 2.1. Quality.
 - 2.2. Strength.
 - 2.3. Effectiveness.
 - 2.4. *Fire resistance*.
 - 2.5. Durability.
 - 2.6. Safety.

Where the alternative material, design or method of construction is not *approved*, the *building official* shall respond in writing, stating the reasons why the alternative was not *approved*.

104.11.1 Research reports. Supporting data, where necessary to assist in the approval of materials or assemblies not specifically provided for in this code, shall consist of valid research reports from *approved* sources.

104.11.2 Tests. Whenever there is insufficient evidence of compliance with the provisions of this code, or evidence that a material or method does not conform to the requirements of this code, or in order to substantiate claims for alternative materials or methods, the *building official* shall have the authority to require tests as evidence of compliance to be made at no expense to the jurisdiction. Test methods shall be as specified in this code or by other recognized test standards. In the absence of recognized and accepted test methods, the *building official* shall approve the testing procedures. Tests shall be performed by an *approved agency*. Reports of such tests shall be retained by the *building official* for the period required for retention of public records.

104.12 Requirements not covered by code. Any requirements necessary for strength, stability or proper operation of an existing or proposed building, structure, electrical, gas, mechanical or plumbing system, or for the public safety, health and general welfare, not specifically covered by this or other technical codes, shall be determined by the *building official*.

SECTION 105 PERMITS

105.1 Required. Any *owner* or *owner's* authorized agent who intends to construct, enlarge, alter, *repair*, move, demolish or change the occupancy of a building or structure, or to erect, install, enlarge, alter, *repair*, remove, convert or replace any impact-resistant coverings, electrical, gas, mechanical or plumbing system, the installation of which is regulated by this code, or to cause any such work to be performed, shall first make application to the *building official* and obtain the required *permit*.

105.1.1 Annual facility permit. In lieu of an individual *permit* for each *alteration* to an existing electrical, gas, mechanical, plumbing or interior nonstructural office system(s), the *building official* is authorized to issue an annual *permit* for any occupancy to facilitate routine or emergency service, repair, refurbishing, minor renovations of service systems or manufacturing equipment installations/relocations. The *building official* shall be notified of

major changes and shall retain the right to make inspections at the facility site as deemed necessary. An annual facility *permit* shall be assessed with an annual fee and shall be valid for one year from date of issuance. A separate *permit* shall be obtained for each facility and for each construction trade, as applicable. The *permit* application shall contain a general description of the parameters of work intended to be performed during the year.

105.1.2 Annual Facility *permit* records. The person to whom an annual *permit* is issued shall keep a detailed record of *alterations* made under such annual *permit*. The *building official* shall have access to such records at all times or such records shall be filed with the *building official* as designated.

105.1.3 Food *permit*. In accordance with Section 500.12, *Florida Statutes*, a food *permit* from the Department of Agriculture and Consumer Services is required of any person who operates a food establishment or retail store.

105.1.4 Public swimming pool. The local enforcing agency may not issue a building permit to construct, develop, or modify a public swimming pool without proof of application, whether complete or incomplete, for an operating *permit* pursuant to Section 514.031, *Florida Statutes*. A certificate of completion or occupancy may not be issued until such operating *permit* is issued. The local enforcing agency shall conduct their review of the building *permit* application upon filing and in accordance with Chapter 553, *Florida Statutes*. The local enforcing agency may confer with the Department of Health, if necessary, but may not delay the building *permit* application review while awaiting comment from the Department of Health.

105.2 Work exempt from *permit*. Exemptions from *permit* requirements of this code shall not be deemed to grant authorization for any work to be done in any manner in violation of the provisions of this code or any other laws or ordinances of this jurisdiction, to include work in any special *flood hazard area*. Exemptions granted under this section do not relieve the owner or contractor from their duty to comply with applicable provisions of the Florida Building Code, and requirements of the *local floodplain management ordinance*. *Permits* shall not be required for the following:

Building:

1. Oil derricks.
2. Air Conditioning Window Unit: Unit in existing opening with existing electrical and cord with plug.
3. Doors: Replace interior only, Single Family/R-3 occupancy
4. Drywall: Interior wall repair, less than 3 sheets of 4'-0" x 8'-0"
5. Electrical: Replacement of lights, outlets, and switches for Single Family/ R-3 occupancy per 2011 N.E.C.
6. Fence: Repair/Replace for a previously permitted fence, up to 16'-0" or no more than two sections. excluding Pool Barriers
7. Gutters and downspouts: Single family/R-3 occupancy
8. Plumbing Fixtures: Replacement of common household fixtures for Single Family/R-3 occupancy (same location) *Excluding bath tub/shower
9. Soffit and /or Fascia: Repair and replace up to 25% of total
10. Stucco: Repair only Single Family/R-3 occupancy
11. Wood Deck: Repair up to 100 square feet of previously permitted deck
12. Painting, papering, tiling, carpeting, and trim finish work.
13. Temporary motion picture, television and theater stage sets and scenery.
14. Swings and other playground equipment accessory to detached one- and two-family *dwelling with no electric*.
15. Non-fixed and movable fixtures, cases, racks, counters and partitions not over 5 feet 9 inches (1753 mm) in height.

Electrical:

Repairs and maintenance: Minor repair work, including the replacement of lamps or the connection of *approved* portable electrical equipment to *approved* permanently installed receptacles.

Radio and television transmitting stations: The provisions of this code shall not apply to electrical equipment used for radio and television transmissions, but do apply to equipment and wiring for a power supply and the installations of towers and antennas.

Temporary testing systems: A *permit* shall not be required for the installation of any temporary system required for the testing or servicing of electrical equipment or apparatus.

Gas:

1. Portable heating appliance.
2. Replacement of any minor part that does not alter approval of equipment or make such equipment unsafe.

Mechanical:

1. Portable heating appliance.
2. Portable ventilation equipment.
3. Portable cooling unit.
4. Steam, hot or chilled water piping within any heating or cooling equipment regulated by this code.
5. Replacement of any part that does not alter its approval or make it unsafe.
6. Portable evaporative cooler.
7. Self-contained refrigeration system containing 10 pounds (4.54 kg) or less of refrigerant and actuated by motors of 1 horsepower (0.75 kW) or less.
8. The installation, replacement, removal or metering of any load management control device.

Plumbing:

1. The stopping of leaks in drains, water, soil, waste or vent pipe, provided, however, that if any concealed trap, drain pipe, water, soil, waste or vent pipe becomes defective and it becomes necessary to remove and replace the same with new material, such work shall be considered as new work and a *permit* shall be obtained and inspection made as provided in this code.
2. The clearing of stoppages or the repairing of leaks in pipes, valves or fixtures and the removal and reinstallation of water closets, provided such repairs do not involve or require the replacement or rearrangement of valves, pipes or fixtures.

105.2.1 Emergency repairs. Where equipment replacements and repairs must be performed in an emergency situation, the *permit* application shall be submitted within the next working business day to the *building official*.

105.2.2 Minor repairs. Ordinary minor repairs may be made with the approval of the *building official* without a *permit*, provided the repairs do not include the cutting away of any wall, partition or portion thereof, the removal or cutting of any structural beam or load-bearing support, or the removal or change of any required *means of egress*, or rearrangement of parts of a structure affecting the egress requirements; nor shall ordinary repairs include *addition* to, *alteration* of, replacement or relocation of any standpipe, water supply, sewer, drainage, drain leader, gas, soil, waste, vent or similar piping, electric wiring systems or mechanical equipment or other work affecting public health or general safety, and such repairs shall not violate any of the provisions of the technical codes.

105.2.3 Public service agencies. A *permit* shall not be required for the installation, *alteration* or repair of generation, transmission, distribution or metering or other related equipment that is under the ownership and control of public service agencies by established right.

105.3 Application for *permit*. To obtain a *permit*, the applicant shall first file an application therefor in writing on a form furnished by the building department for that purpose.

Permit application forms shall be in the format prescribed by a local administrative board, if applicable, and must comply with the requirements of Sections 713.135(5) and (6), *Florida Statutes*.

Each application shall be inscribed with the date of application, and the code in effect as of that date. For a building *permit* for which an application is submitted prior to the effective date of the *Florida Building Code*, the state minimum building code in effect in the permitting jurisdiction on the date of the application governs the permitted work for the life of the *permit* and any extension granted to the *permit*.

Effective October 1, 2017, a local enforcement agency shall post each type of building *permit* application on its website. Completed applications must be able to be submitted electronically to the appropriate building department. Accepted methods of electronic submission include, but are not limited to, e-mail submission of applications in portable document format or submission of applications through an electronic fill-in form available on the building department's website or through a third-party submission management software. Payments, attachments, or drawings required as part of the application may be submitted in person in a nonelectronic format, at the discretion of the *building official*.

105.3.1 Action on application. The *building official* shall examine or cause to be examined applications for *permits* and amendments thereto within a reasonable time after filing. If the application or the *construction documents* do not conform to the requirements of pertinent laws, the *building official* shall reject such application in writing, stating the reasons therefor. If the *building official* is satisfied that the proposed work conforms to the requirements of this code and laws and ordinances applicable thereto, the *building official* shall issue a *permit* therefor as soon as practicable. When authorized through contractual agreement with a school board, in acting on applications for *permits*, the *building official* shall give first priority to any applications for the construction of, or addition or renovation to, any school or educational facility.

105.3.1.1 If a state university, Florida college or public-school district elects to use a local government's code enforcement offices, fees charged by counties and municipalities for enforcement of the *Florida Building Code* on buildings, structures, and facilities of state universities, state colleges, and public-school districts shall not be more than the actual labor and administrative costs incurred for plans review and inspections to ensure compliance with the code.

105.3.1.2 No *permit* may be issued for any building construction, erection, alteration, modification, repair, or addition unless the applicant for such *permit* provides to the enforcing agency which issues the *permit* any of the following documents which apply to the construction for which the *permit* is to be issued and which shall be prepared by or under the direction of an engineer registered under Chapter 471, *Florida Statutes*:

1. Plumbing documents for any new building or addition which requires a plumbing system with more than 250 fixture units or which costs more than \$125,000.
2. Fire sprinkler documents for any new building or addition which includes a fire sprinkler system which contains 50 or more sprinkler heads. Personnel as authorized by chapter 633 *Florida Statutes*, may design a new fire protection system of 49 or fewer sprinklers; may design the alteration of an existing fire sprinkler system if the alteration consists of the relocation, addition or deletion of 249 or fewer sprinklers and the addition of up to 49 sprinklers, as long as the cumulative total number of fire sprinklers being added, relocated, or deleted does not exceed 249, notwithstanding the size of the existing fire sprinkler system; or may design the alteration of an existing fire sprinkler system if the alteration consists of the relocation or deletion of 249 or fewer sprinklers, notwithstanding the size of the existing fire sprinkler system, if there is no change of occupancy of the affected areas, as defined in this Code and the Florida Fire Prevention Code, and there is no change in the water demand as defined in NFPA 13, "Standard for the Installation of Sprinkler Systems," and if the occupancy hazard classification as defined in NFPA 13 is reduced or remains the same as a result of the alteration.
3. Heating, ventilation, and air-conditioning documents for any new building or addition which requires more than a 15-ton-per-system capacity which is designed to accommodate 100 or more persons or for which the system costs more than \$125,000. This paragraph does not include any document for the replacement or repair of an existing system in which the work does not require altering a structural part of the building or for work on a residential one-, two-, three-, or four-family structure.
An air-conditioning system may be designed by an installing air-conditioning contractor certified under Chapter 489, *Florida Statutes*, to serve any building or addition which is designed to accommodate fewer than 100 persons and requires an air-conditioning system with a value of \$125,000 or less; and when a 15-ton-per system or less is designed for a singular space of a building and each 15-ton system or less has an independent duct system. Systems not complying with the above require design documents that are to be sealed by a professional engineer.

Example 1: When a space has two 10-ton systems with each having an independent duct system, the

contractor may design these two systems since each unit (system) is less than 15 tons.

Example 2: Consider a small single-story office building which consists of six individual offices where each office has a single three-ton package air conditioning heat pump. The six heat pumps are connected to a single water cooling tower. The cost of the entire heating, ventilation and air-conditioning work is \$47,000 and the office building accommodates fewer than 100 persons. Because the six mechanical units are connected to a common water tower, this is considered to be an 18-ton system.

Note: It was further clarified by the Commission that the limiting criteria of 100 persons and \$125,000 apply to the building occupancy load and the cost for the total air-conditioning system of the building.

4. Any specialized mechanical, electrical, or plumbing document for any new building or addition which includes a medical gas, oxygen, steam, vacuum, toxic air filtration, halon, or fire detection and alarm system which costs more than \$5,000.

Exception:

Simplified permitting processes.

(1) As used in this section, the term:

(a) "Component" means valves, fire sprinklers, escutcheons, hangers, compressors, or any other item deemed acceptable by the local enforcing agency. For purposes of this paragraph, a valve does not include pressure-regulating, pressure-reducing, or pressure-control valves.

(b) "Contractor" means a person who:

1. Is qualified to engage in the business of electrical or alarm system contracting pursuant to a certificate or registration issued by the department under part II of chapter 489, Florida Statutes; or
2. Is qualified to engage in the business of fire protection system contracting pursuant to a license or certificate issued by the State Fire Marshal.

(c) "Fire alarm system project" means a fire alarm system alteration of a total of 20 or fewer initiating devices and notification devices, or the installation or replacement of a fire communicator connected to an existing fire alarm control panel in an existing commercial, residential, apartment, cooperative, or condominium building.

(d) "Fire sprinkler system project" means a fire protection system alteration of a total of 20 or fewer fire sprinklers in which the sprinklers are of the same K-factor and located in spaces where there is no change of hazard classification or increased system coverage area, or the installation or replacement of an equivalent fire sprinkler system component in an existing commercial, residential, apartment, cooperative, or condominium building. For purposes of this paragraph, a component is equivalent if the component has the same or better characteristics, including electrical, hydraulic, pressure losses, and required listings and spacing as the component being replaced.

(2)(a) A local enforcement agency may require a contractor, as a condition of obtaining a *permit* for a fire alarm system project or fire sprinkler system project, to submit a completed application and payment.

(b) A local enforcement agency may not require a contractor to submit plans or specifications as a condition of obtaining a *permit* for a fire alarm system project or fire sprinkler system project.

(3) A local enforcement agency must issue a *permit* for a fire alarm system project or fire sprinkler system project in person or electronically.

(4) A local enforcement agency must require at least one inspection of a fire alarm system project or fire sprinkler system project to ensure compliance with applicable codes and standards. If a fire alarm system project or fire sprinkler system project fails an inspection, the contractor must take corrective action as necessary to pass inspection.

(5) (a) For a fire sprinkler alarm system project, a contractor must keep a copy of the plans and specifications at

the fire alarm system project worksite and make such plans and specifications available to the inspector at each inspection.

(b) For a fire sprinkler system project to alter an existing fire protection system, a contractor must keep a copy of the plans and specifications at the fire sprinkler system project worksite and make such plans and specifications available to the inspector at each inspection.

(c) For a fire sprinkler system project to install or replace a component, a contractor must keep a copy of the manufacturer's installation instructions and any pertinent testing instructions needed to certify or accept the component at the fire sprinkler system project worksite and make such documents available to the inspector at each inspection.

5. Electrical documents. See *Florida Statutes* 471.003(2)(h). Any electrical or plumbing or air-conditioning and refrigeration system meeting the following thresholds are required to be designed by a Florida Registered Engineer. The system, requires an electrical system with a value of over \$125,000; and Requires an aggregate service capacity of over 600 amperes (240 volts) on a residential electrical system or over 800 amperes (240 volts) on a commercial or industrial electrical system;
Note: It was further clarified by the Commission that the limiting factor of 240 volt or over is required to be designed by an Engineer. Documents requiring an engineer seal by this part shall not be valid unless a professional engineer who possesses a valid certificate of registration has signed, dated, and stamped such document as provided in Section 471.025, *Florida Statutes*.
6. All public swimming pools and public bathing places defined by and regulated under Chapter 514, *Florida Statutes*.

105.3.1.3 Reviewing application for building permit.

1. When reviewing an application for a building *permit*, a local government may not request additional information from the applicant more than three times, unless the applicant waives such limitation in writing.
2. If a local government requests additional information from an applicant and the applicant submits the requested additional information to the local government within 30 days after receiving the request, the local government must, within 15 days after receiving such information:
 - a. Determine if the application is properly completed;
 - b. Approve the application;
 - c. Approve the application with conditions;
 - d. Deny the application; or
 - e. Advise the applicant of information, if any, that is needed to deem the application properly completed or to determine the sufficiency of the application.
3. If a local government makes a second request for additional information from the applicant and the applicant submits the requested additional information to the local government within 30 days after receiving the request, the local government must, within 10 days after receiving such information:
 - a. Determine if the application is properly completed;
 - b. Approve the application;
 - c. Approve the application with conditions;
 - d. Deny the application; or
 - e. Advise the applicant of information, if any, that is needed to deem the application properly completed or to determine the sufficiency of the application.
4. Before a third request for additional information may be made, the applicant must be offered an opportunity to meet with the local government to attempt to resolve outstanding issues. If a local government makes a third request for additional information from the applicant and the applicant submits the requested additional information to the local government within 30 days after receiving the request, the local government must, within 10 days after receiving such information unless the applicant waived the local government's limitation in writing, determine that the application is complete and:
 - a. Approve the application;
 - b. Approve the application with conditions; or
 - c. Deny the application.
5. If the applicant believes the request for additional information is not authorized by ordinance, rule, statute, or

other legal authority, the local government, at the applicant's request, must process the application and either approve the application, approve the application with conditions, or deny the application.

105.3.2 Time limitation of application. An application for a *permit* for any proposed work shall be deemed to have been abandoned becoming null and void 180 days after the date of filing, unless such application has been pursued in good faith or a *permit* has been issued; except that the *building official* is authorized to grant one or more extensions of time for additional periods not exceeding 90 days each. The extension shall be requested in writing and justifiable cause demonstrated.

105.3.3 An enforcing authority may not issue a building *permit* for any building construction, erection, alteration, modification, repair or addition unless the *permit* either includes on its face or there is attached to the *permit* the following statement: "NOTICE: In addition to the requirements of this *permit*, there may be additional restrictions applicable to this property that may be found in the public records of this county, and there may be additional *permits* required from other governmental entities such as water management districts, state agencies, or federal agencies."

105.3.4 A building *permit* for a single-family residential dwelling must be issued within 30 working days of application therefor unless unusual circumstances require a longer time for processing the application or unless the *permit* application fails to satisfy the *Florida Building Code* or the enforcing agency's laws or ordinances.

105.3.5 Identification of minimum premium policy. Except as otherwise provided in Chapter 440, *Florida Statutes*, Workers' Compensation, every employer shall, as a condition to receiving a building *permit*, show proof that it has secured compensation for its employees as provided in Sections 440.10 and 440.38, *Florida Statutes*.

105.3.6 Asbestos removal. Moving, removal or disposal of asbestos-containing materials on a residential building where the owner occupies the building, the building is not for sale or lease, and the work is performed according to the owner-builder limitations provided in this paragraph. To qualify for exemption under this paragraph, an owner must personally appear and sign the building *permit* application. The permitting agency shall provide the person with a disclosure statement in substantially the following form:

Disclosure Statement: State law requires asbestos abatement to be done by licensed contractors. You have applied for a *permit* under an exemption to that law. The exemption allows you, as the owner of your property, to act as your own asbestos abatement contractor even though you do not have a license. You must supervise the construction yourself. You may move, remove or dispose of asbestos-containing materials on a residential building where you occupy the building and the building is not for sale or lease, or the building is a farm outbuilding on your property. If you sell or lease such building within 1 year after the asbestos abatement is complete, the law will presume that you intended to sell or lease the property at the time the work was done, which is a violation of this exemption. You may not hire an unlicensed person as your contractor. Your work must be done according to all local, state and federal laws and regulations which apply to asbestos abatement projects. It is your responsibility to make sure that people employed by you have licenses required by state law and by county or municipal licensing ordinances.

105.3.7 Applicable Code for Manufactured Buildings. Manufacturers should be permitted to complete all buildings designed and *approved* prior to the effective date of a new code edition, provided a clear signed contract is in place. The contract shall provide specific data mirroring that required by an application for *permit*, specifically, without limitation, date of execution, building owner or dealer, and anticipated date of completion. However, the construction activity must commence within 6 months of the contract's execution. The contract is subject to verification by the Department of Business and Professional Regulation.

105.3.8 A local government may not require a contract between a builder and an owner for the issuance of a building *permit* or as a requirement for the submission of a building *permit* application.

105.3.9 Public right of way. A *permit* shall not be given by the *building official* for the construction of any building, or for the alteration of any building where said building is to be changed and such change will affect the

exterior walls, bays, balconies, or other appendages or projections fronting on any street, alley or public lane, or for the placing on any lot or premises of any building or structure removed from another lot or premises, unless the applicant has received a right of way *permit* from the authority having jurisdiction over the street, alley or public lane.

105.4 Conditions of the *permit*. The issuance or granting of a *permit* shall not be construed to be a *permit* for, or an approval of, any violation of any of the provisions of this code or of any other ordinance of the jurisdiction. *Permits* presuming to give authority to violate or cancel the provisions of this code or other ordinances of the jurisdiction shall not be valid. The issuance of a *permit* based on *construction documents* and other data shall not prevent the *building official* from requiring the correction of errors in the *construction documents* and other data. The *building official* is also authorized to prevent occupancy or use of a structure where in violation of this code or of any other ordinance of this jurisdiction.

105.4.1 *Permit intent.* A *permit* issued shall be construed to be a license to proceed with the work and not as authority to violate, cancel, alter or set aside any of the provisions of the technical codes, nor shall issuance of a *permit* prevent the *building official* from thereafter requiring a correction of errors in plans, construction or violations of this code. Every *permit* issued shall become invalid unless the work authorized by such *permit* is commenced within 6 months after its issuance, or if the work authorized by such *permit* is suspended or abandoned for a period of 6 months after the time the work is commenced.

105.4.1.1 If work has commenced and the *permit* is revoked, becomes null and void, or expires because of lack of progress or abandonment, a new *permit* covering the proposed construction shall be obtained before proceeding with the work.

105.4.1.2 If a new *permit* is not obtained within 180 days from the date the initial *permit* became null and void, the *building official* is authorized to require that any work which has been commenced or completed be removed from the building site. Alternately, a new *permit* may be issued on application, providing the work in place and required to complete the structure meets all applicable regulations in effect at the time the initial *permit* became null and void and any regulations which may have become effective between the date of expiration and the date of issuance of the new *permit*.

105.4.1.3 Work shall be considered to be in active progress when the *permit* has received an *approved* inspection within 180 days. This provision shall not be applicable in case of civil commotion or strike or when the building work is halted due directly to judicial injunction, order or similar process.

105.4.1.4 The fee for renewal reissuance and extension of a *permit* shall be set forth by the administrative authority.

105.4.1.5 After the local enforcing agency issues a permit, the local enforcing agency may not make or require any substantive changes to the plans or specifications except changes required for compliance with the Florida Building Code, the Florida Fire Prevention Code, or the Life Safety Code, or local amendments thereto. If a local enforcing agency makes or requires substantive changes to the plans or specifications after a permit is issued, the local enforcing agency must identify the specific plan features that do not comply with the applicable codes, identify the specific code chapters and sections upon which the finding is based, and provide the information to the permit holder in writing.

105.5 Expiration. Every *permit* issued shall become invalid unless the work on the site authorized by such *permit* is commenced within 180 days after its issuance, or if the work authorized on the site by such *permit* holder and property owner shall be responsible to either complete all work in accordance with the permitted plans and inspection or remove any partially completed work in a safe and code compliant manner. The *building official* is authorized to grant, in writing, one or more extensions of time, for periods not more than 180 days each. The extension shall be requested in writing and justifiable cause demonstrated as determined by the *building official*.

105.5.1 Additional options for closing a *permit*. Pursuant to Section 553.79(15), Florida Statutes, a property owner, regardless of whether the property owner is the one listed on the application for the building *permit*, may

close a building *permit* by complying with the following requirements:

1. The property owner may retain the original contractor listed on the permit or hire a different contractor appropriately licensed in this state to perform the work necessary to satisfy the conditions of the permit and to obtain any necessary inspection in order to close the *permit*. If a contractor other than the original contractor listed on the *permit* is hired by the property owner to close the *permit*, such contractor is not liable for any defects in the work performed by the original contractor and is only liable for the work that he or she performs.
2. The property owner may assume the role of an owner-builder, in accordance with Sections 489.103(7) and 489.503(6), *Florida Statutes*.
3. If a building *permit* is expired and its requirements have been substantially completed, as determined by the local enforcement agency, the *permit* may be closed without having to obtain a new building *permit*, and the work required to close the *permit* may be done pursuant to the building code in effect at the time the local enforcement agency received the application for the *permit*, unless the contractor has sought and received approval from the local enforcement agency for an alternative material, design or method of construction.
4. A local enforcement agency may close a building *permit* 6 years after the issuance of the *permit*, even in the absence of a final inspection, if the local enforcement agency determines that no apparent safety hazard exists.

For purposes of this section, the term “close” means that the requirements of the *permit* have been satisfied.

105.5.2 For the purposes of this subsection, a *closed permit* shall mean a *permit* for which all requirements for completion have been satisfied or a *permit* that has been administratively closed by the *building official*.

105.5.3 For the purposes of this subsection, an *open permit* shall mean a *permit* that has not satisfied all requirements for completion as defined in 105.5.1.1.

105.6 Denial or revocation. Whenever a *permit* required under this section is denied or revoked because the plan, or the construction, erection, alteration, modification, repair, or demolition of a building, is found by the local enforcing agency to be not in compliance with the *Florida Building Code*, the local enforcing agency shall identify the specific plan or project features that do not comply with the applicable codes, identify the specific code chapters and sections upon which the finding is based, and provide this information to the *permit* applicant. If the local building code administrator or inspector finds that the plans are not in compliance with the *Florida Building Code*, the local building code administrator or inspector shall identify the specific plan features that do not comply with the applicable codes, identify the specific code chapters and sections upon which the finding is based, and provide this information to the local enforcing agency. The local enforcing agency shall provide this information to the *permit* applicant.

105.6.1 Pursuant to Section 553.79(16), *Florida Statutes*, a local enforcement agency may not deny issuance of a building *permit* to; issue a notice of violation to; or fine, penalize, sanction or assess fees against an arm’s-length purchaser of a property for value solely because a building *permit* applied for by a previous owner of the property was not closed. The local enforcement agency shall maintain all rights and remedies against the property owner and contractor listed on the *permit*.

105.6.2 Pursuant to Section 553.79(16), *Florida Statutes*, a local enforcement agency may not deny issuance of a building *permit* to a contractor solely because the contractor is listed on other building *permits* that were not closed. A local enforcement agency has the authority to deny a new *permit* application from an applicant for other reasons.

105.7 Placement of *permit*. The building *permit* or copy shall be kept on the site of the work until the completion of the project.

105.8 Notice of commencement. In accordance with Section 713.135, *Florida Statutes*, when any person applies for a building *permit*, the authority issuing such *permit* shall print on the face of each *permit* card in no less than 14-point, capitalized, boldfaced type: “WARNING TO OWNER: YOUR FAILURE TO RECORD A NOTICE OF COMMENCEMENT MAY RESULT IN YOUR PAYING TWICE FOR IMPROVEMENTS TO YOUR PROPERTY. A NOTICE OF COMMENCEMENT MUST BE RECORDED AND POSTED ON THE JOB SITE BEFORE THE FIRST INSPECTION. IF YOU INTEND TO OBTAIN FINANCING, CONSULT WITH YOUR LENDER OR AN ATTORNEY BEFORE RECORDING YOUR

NOTICE OF COMMENCEMENT.”

105.9 Asbestos. The enforcing agency shall require each building *permit* for the demolition or renovation of an existing structure to contain an asbestos notification statement which indicates the owner’s or operator’s responsibility to comply with the provisions of Section 469.003, *Florida Statutes*, and to notify the Department of Environmental Protection of his or her intentions to remove asbestos, when applicable, in accordance with state and federal law.

105.10 Certificate of protective treatment for prevention of termites. A weather-resistant job-site posting board shall be provided to receive duplicate treatment certificates as each required protective treatment is completed, providing a copy for the person the *permit* is issued to and another copy for the building *permit* files. The treatment certificate shall provide the product used, identity of the applicator, time and date of the treatment, site location, area treated, chemical used, percent concentration and number of gallons used, to establish a verifiable record of protective treatment. If the soil chemical barrier method for termite prevention is used, final exterior treatment shall be completed prior to final building approval.

105.11 Notice of termite protection. A permanent sign which identifies the termite treatment provider and need for reinspection and treatment contract renewal shall be provided. The sign shall be posted near the water heater or electric panel.

105.12 Work starting before *permit* issuance. Upon approval of the *building official*, the scope of work delineated in the building *permit* application and plan may be started prior to the final approval and issuance of the *permit*, provided any work completed is entirely at risk of the *permit* applicant and the work does not proceed past the first required inspection.

105.13 Phased *permit* approval. After submittal of the appropriate *construction documents*, the *building official* is authorized to issue a *permit* for the construction of foundations or any other part of a building or structure before the *construction documents* for the whole building or structure have been submitted. The holder of such *permit* for the foundation or other parts of a building or structure shall proceed at the holder’s own risk with the building operation and without assurance that a *permit* for the entire structure will be granted. Corrections may be required to meet the requirements of the technical codes.

105.14 *Permit* issued on basis of an affidavit. Whenever a *permit* is issued in reliance upon an affidavit or whenever the work to be covered by a *permit* involves installation under conditions which, in the opinion of the *building official*, are hazardous or complex, the *building official* shall require that the architect or engineer who signed the affidavit or prepared the drawings or computations shall supervise such work. In addition, they shall be responsible for conformity to the *permit*, provide copies of inspection reports as inspections are performed, and upon completion make and file with the *building official* written affidavit that the work has been done in conformity to the reviewed plans and with the structural provisions of the technical codes. In the event such architect or engineer is not available, the owner shall employ in his stead a competent person or agency whose qualifications are reviewed by the *building official*. The *building official* shall ensure that any person conducting plans review is qualified as a plans examiner under Part XII of Chapter 468, *Florida Statutes*, and that any person conducting inspections is qualified as a building inspector under Part XII of Chapter 468, *Florida Statutes*.

105.14.1 Affidavits in flood hazard areas. *Permit* issued on basis of an affidavit shall not extend to the flood load and flood resistance requirements of the *Florida Building Code* and the *building official* shall review an inspect those requirements.

105.15 Opening protection. When any activity requiring a building *permit*, not including roof covering replacement or repair work associated with the prevention of degradation of the residence, that is applied for on or after July 1, 2008, and for which the estimated cost is \$50,000 or more for a site built single-family detached residential structure that is located in the wind-borne debris region as defined in this code and that has an insured value of \$750,000 or more, or, if the site built single-family detached residential structure is uninsured or for which documentation of insured value is not presented, has a just valuation for the structure for purposes of ad valorem taxation of \$750,000 or more; opening protections as required within this code or *Florida Building Code*,

Residential for new construction shall be provided.

Exception: Where defined wind-borne debris regions have not changed, single family detached residential structures permitted subject to the *Florida Building Code* are not required to comply with this section.

105.16 Inspection of existing residential building not impacted by construction.

- (a) A local enforcing agency, and any local building code administrator, inspector, or other official or entity, may not require as a condition of issuance of a one- or two-family residential building *permit* the inspection of any portion of a building, structure, or real property that is not directly impacted by the construction, erection, alteration, modification, repair, or demolition of the building, structure, or real property for which the *permit* is sought.
- (b) This subsection does not apply to a building *permit* sought for:
 - 1. A substantial improvement as defined in s. 161.54, *Florida Statutes* or as defined in the *Florida Building Code*.
 - 2. A change of occupancy as defined in the *Florida Building Code*.
 - 3. A conversion from residential to nonresidential or mixed use pursuant to s. 553.507(2)(a), *Florida Statutes* or as defined in the *Florida Building Code*.
 - 4. A historic building as defined in the *Florida Building Code*.
- (c) This subsection does not prohibit a local enforcing agency, or any local building code administrator, inspector, or other official or entity, from:
 - 1. Citing any violation inadvertently observed in plain view during the ordinary course of an inspection conducted in accordance with the prohibition in paragraph (a).
 - 2. Inspecting a physically nonadjacent portion of a building, structure, or real property that is directly impacted by the construction, erection, alteration, modification, repair, or demolition of the building, structure, or real property for which the *permit* is sought in accordance with the prohibition in paragraph (a).
 - 3. Inspecting any portion of a building, structure, or real property for which the owner or other person having control of the building, structure, or real property has voluntarily consented to the inspection of that portion of the building, structure, or real property in accordance with the prohibition in paragraph (a).
 - 4. Inspecting any portion of a building, structure, or real property pursuant to an inspection warrant issued in accordance with ss. 933.20-933.30, *Florida Statutes*.

105.17 Streamlined low-voltage alarm system installation permitting.

- (1) As used in this section, the term:
 - (a) “Contractor” means a person who is qualified to engage in the business of electrical or alarm system contracting pursuant to a certificate or registration issued by the department under Part II of Chapter 489, *Florida Statutes*.
 - (b) “Low-voltage alarm system project” means a project related to the installation, maintenance, inspection, replacement, or service of a new or existing alarm system, as defined in s. 489.505, *Florida Statutes*, including video cameras and closed-circuit television systems used to signal or detect a burglary, fire, robbery, or medical emergency, that is hardwired and operating at low voltage, as defined in the *National Electrical Code* Standard 70, Current Edition, or a new or existing low-voltage electric fence. The term also includes ancillary components or equipment attached to a low-voltage alarm system, or low-voltage electric fence, including, but not limited to, home-automation equipment, thermostats, closed-circuit television systems, access controls, battery recharging devices, and video cameras.
 - (c) “Low-voltage electric fence” means an alarm system, as defined in s. 489.505, that consists of a fence structure and an energizer powered by a commercial storage battery not exceeding 12 volts which produces an electric charge upon contact with the fence structure.
 - (d) “Wireless alarm system” means a burglar alarm system or smoke detector that is not hardwired.
- (2) Notwithstanding any provision of this code, this section applies to all low-voltage alarm system projects for which a *permit* is required by a local enforcement agency. However, a *permit* is not required to install, maintain, inspect, replace, or service a wireless alarm system, including any ancillary components or equipment attached to the system.
- (3) A low-voltage electric fence must meet all of the following requirements to be permitted as a low-voltage

alarm system project and no further *permit* shall be required for the low-voltage alarm system project other than as provided in this section:

- (a) The electric charge produced by the fence upon contact must not exceed energizer characteristics set forth in paragraph 22.108 and depicted in Figure 102 of International Electrotechnical Commission Standard No. 60335-2-76, Current Edition.
 - (b) A nonelectric fence or wall must completely enclose the low-voltage electric fence. The low-voltage electric fence may be up to 2 feet higher than the perimeter nonelectric fence or wall.
 - (c) The low-voltage electric fence must be identified using warning signs attached to the fence at intervals of not more than 60 feet.
 - (d) The low-voltage electric fence shall not be installed in an area zoned exclusively for single-family or multi-family residential use.
 - (e) The low-voltage electric fence shall not enclose the portions of a property which are used for residential purposes.
- (4) This section does not apply to the installation or replacement of a fire alarm if a plan review is required.
 - (5) A local enforcement agency shall make uniform basic *permit* labels available for purchase by a contractor to be used for the installation or replacement of a new or existing alarm system at a cost as indicated in s. 553.793, *Florida Statutes*. The local enforcement agency may not require the payment of any additional fees, charges, or expenses associated with the installation or replacement of a new or existing alarm.
 - (a) A local enforcement agency may not require a contractor, as a condition of purchasing a label, to submit information other than identification information of the licensee and proof of registration or certification as a contractor.
 - (b) A label is valid for 1 year after the date of purchase and may only be used within the jurisdiction of the local enforcement agency that issued the label. A contractor may purchase labels in bulk for one or more unspecified current or future projects.
 - (6) A contractor shall post an unused uniform basic *permit* label in a conspicuous place on the premises of the low-voltage alarm system project site before commencing work on the project.
 - (7) A contractor is not required to notify the local enforcement agency before commencing work on a low-voltage alarm system project. However, a contractor must submit a Uniform Notice of a Low-Voltage Alarm System Project as provided under subsection (7) to the local enforcement agency within 14 days after completing the project. A local enforcement agency may take disciplinary action against a contractor who fails to timely submit a Uniform Notice of a Low-Voltage Alarm System Project.
 - (8) The Uniform Notice of a Low-Voltage Alarm System Project may be submitted electronically or by facsimile if all submissions are signed by the owner, tenant, contractor, or authorized representative of such persons. The Uniform Notice of a Low-Voltage Alarm System Project shall be in the format prescribed by the local enforcement agency and must comply with the requirements of s. 553.793(7), *Florida Statutes*.
 - (9) A local enforcement agency may coordinate directly with the owner or customer to inspect a low-voltage alarm system to ensure compliance with applicable codes and standards. If a low-voltage alarm system project fails an inspection, the contractor must take corrective action as necessary to pass inspection.
 - (10) A municipality, county, district, or other entity of local government may not adopt or maintain in effect any ordinance or rule regarding a low-voltage alarm system project that is inconsistent with this section.
 - (11) A uniform basic *permit* label shall not be required for the subsequent maintenance, inspection, or service of an alarm system that was permitted in accordance with this section.

The provisions of this act are not intended to impose new or additional licensure requirements on persons licensed in accordance with the applicable provisions of Chapter 489, *Florida Statutes*.

SECTION 106 FLOOR AND ROOF DESIGN LOADS

106.1 Live loads posted. In commercial or industrial buildings, for each floor or portion thereof designed for *live loads* exceeding 50 psf (2.40 kN/m²), such design *live loads* shall be conspicuously posted by the owner or the owner's authorized agent in that part of each *story* in which they apply, using durable signs. It shall be unlawful to remove or deface such notices.

106.2 Issuance of certificate of occupancy. A certificate of occupancy required by Section 111 shall not be issued

until the floor load signs, required by Section 106.1, have been installed.

106.3 Restrictions on loading. It shall be unlawful to place, or cause or *permit* to be placed, on any floor or roof of a building, structure or portion thereof, a load greater than is permitted by this code.

SECTION 107 SUBMITTAL DOCUMENTS

107.1 General. Submittal documents consisting of *construction documents*, statement of *special inspections*, geotechnical report and other data shall be submitted with each *permit* application in accordance with Florida Statute 553.79. The *construction documents* shall be prepared by a *registered design professional* where required by Chapter 471, *Florida Statutes* & 61G15 Florida Administrative Code or Chapter 481, *Florida Statutes* & 61G1 Florida Administrative Code. Where special conditions exist, the *building official* is authorized to require additional *construction documents* to be prepared by a *registered design professional*.

Exception: The *building official* is authorized to waive the submission of *construction documents* and other data not required to be prepared by a *registered design professional* if it is found that the nature of the work applied for is such that review of *construction documents* is not necessary to obtain compliance with this code.

107.2 Construction documents. *Construction documents* shall be in accordance with Sections 107.2.1 through 107.2.6.

107.2.1 Information on construction documents. *Construction documents* shall be dimensioned and drawn upon suitable material. Electronic media documents are permitted to be submitted where *approved* by the *building official*. *Construction documents* shall be of sufficient clarity to indicate the location, nature and extent of the work proposed and show in detail that it will conform to the provisions of this code and relevant laws, ordinances, rules and regulations, as determined by the *building official*. Such drawings and specifications shall contain information, in the form of notes or otherwise, as to the quality of materials, where quality is essential to conformity with the technical codes. Such information shall be specific, and the technical codes shall not be cited as a whole or in part, nor shall the term "legal" or its equivalent be used as a substitute for specific information. All information, drawings, specifications and accompanying data shall bear the name and signature of the person responsible for the design.

107.2.2 Fire protection system shop drawings. Shop drawings for the *fire protection system(s)* shall be submitted to indicate conformance to this code and the *construction documents* and shall be *approved* prior to the start of system installation. Shop drawings shall contain all information as required by the referenced installation standards in Chapter 9.

107.2.3 Means of egress. The *construction documents* shall show in sufficient detail the location, construction, size and character of all portions of the *means of egress* including the path of the *exit discharge* to the *public way* in compliance with the provisions of this code. In other than occupancies in Groups R-2, R-3, and I-1, the *construction documents* shall designate the number of occupants to be accommodated on every floor, and in all rooms and spaces.

107.2.4 Exterior wall envelope. *Construction documents* for all buildings shall describe the *exterior wall envelope* in sufficient detail to determine compliance with this code. The *construction documents* shall provide details of the *exterior wall envelope* as required, including flashing, intersections with dissimilar materials, corners, end details, control joints, intersections at roof, eaves or parapets, means of drainage, water-resistive membrane and details around openings.

The *construction documents* shall include manufacturer's installation instructions that provide supporting documentation that the proposed penetration and opening details described in the *construction documents* maintain the weather resistance of the *exterior wall envelope*. The supporting documentation shall fully describe

107.2.5 Exterior balcony and elevated walking surfaces. Where balcony or other elevated walking surfaces are exposed to water from direct or blowing rain or irrigation, and the structural framing is protected by an impervious moisture barrier, the construction documents shall include details for all elements of the impervious moisture barrier system. The construction documents shall include manufacturer's installation instructions.

107.2.6 Site plan. The *construction documents* submitted with the application for *permit* shall be accompanied by a site plan showing to scale the size and location of new construction and existing structures on the site, distances from *lot lines*, the established street grades and the proposed finished grades and, as applicable, *flood hazard areas*, *floodways*, and *design flood elevations*; and it shall be drawn in accordance with an accurate boundary line survey. In the case of demolition, the site plan shall show construction to be demolished and the location and size of existing structures and construction that are to remain on the site or plot. The *building official* is authorized to waive or modify the requirement for a site plan where the application for *permit* is for *alteration* or *repair* or where other- wise warranted.

107.2.6.1 Design flood elevations. Where *design flood elevations* are not specified, they shall be established in accordance with Section 1612.3.1.

107.2.6.2 For the purpose of inspection and record retention, site plans for a building may be maintained in the form of an electronic copy at the worksite. These plans must be open to inspection by the *building official* or a duly authorized representative, as required by the *Florida Building Code*.

107.2.7 Structural information. The *construction documents* shall provide the information specified in Section 1603.

107.3 Examination of documents. The *building official* shall examine or cause to be examined the accompanying submittal documents and shall ascertain by such examinations whether the construction indicated and described is in accordance with the requirements of this code and other pertinent laws or ordinances.

Exceptions:

1. Building plans approved pursuant to Section 553.77(5), *Florida Statutes*, and state-approved manufactured buildings are exempt from local codes enforcing agency plan reviews except for provisions of the code relating to erection, assembly or construction at the site. Erection, assembly and construction at the site are subject to local permitting and inspections. Photocopies of plans approved according to Rule 61-41.009, *Florida Administrative Code*, shall be sufficient for local *permit* application documents of record for the modular building portion of the permitted project.
2. Industrial construction on sites where design, construction and fire safety are supervised by appropriately licensed design and inspection professionals and which contain adequate in-house fire departments and rescue squads is exempt, subject to approval by the *building official*, from review of plans and inspections, providing the appropriate licensed design and inspection professionals certify that applicable codes and standards have been met and supply appropriate approved drawings to local building and fire-safety inspectors.

107.3.1 Approval of construction documents. When the *building official* issues a *permit*, the *construction documents* shall be *approved*, in writing or by stamp, as "Reviewed for Code Compliance." One set of *construction documents* so reviewed shall be retained by the *building official*. The other set shall be returned to the applicant, shall be kept at the site of work and shall be open to inspection by the *building official* or a duly authorized representative.

107.3.2 Previous approvals. This code shall not require changes in the *construction documents*, construction or designated occupancy of a structure for which a lawful *permit* has been heretofore issued or otherwise law- fully authorized, and the construction of which has been pursued in good faith within 180 days after the effective date of this code and has not been abandoned.

107.3.3 Phased approval. The *building official* is authorized to issue a *permit* for the construction of foundations or any other part of a building or structure before the *construction documents* for the whole building or structure

have been submitted, provided that adequate information and detailed statements have been filed complying with pertinent requirements of this code. The holder of such *permit* for the foundation or other parts of a building or structure shall proceed at the holder's own risk with the building operation and without assurance that a *permit* for the entire structure will be granted.

107.3.4 Design professional in responsible charge. Where it is required that documents be prepared by a *registered design professional*, the *building official* shall be authorized to require the *owner* or the *owner's* authorized agent to engage and designate on the building *permit* application a *registered design professional* who shall act as the *registered design professional in responsible charge*. If the circumstances require, the *owner* or the *owner's* authorized agent shall designate a successor *registered design professional in responsible charge* who shall perform the duties required of the original *registered design professional in responsible charge*. The *building official* shall be notified in writing by the *owner* or *owner's* authorized agent if the *registered design professional in responsible charge* is changed or is unable to continue to perform the duties. Successor *registered design professional in responsible charge* licensed under Chapter 471 Florida Statutes shall comply with Section 471.025(4) Florida Statute and the procedure set forth in 61G15-27.001 Florida Administrative Code; or licensed under Chapter 481 Florida Statutes shall comply with Section 481.221(6) Florida Statute and the procedure set forth in 61G1-18.002 Florida Administrative Code.

The *registered design professional in responsible charge* shall be responsible for reviewing and coordinating submittal documents prepared by others, including phased and deferred submittal items, for compatibility with the design of the building.

107.3.4.1 Deferred submittals. For the purposes of this section, deferred submittals are defined as those portions of the design that are not submitted at the time of the application and that are to be submitted to the *building official*.

Deferral of any submittal items shall have the prior approval of the *building official*. The *registered design professional in responsible charge* shall list the deferred submittals on the *construction documents* for review by the *building official*.

Documents for deferred submittal items shall be submitted to the *registered design professional in responsible charge* who shall review them and forward them to the *building official* with a notation indicating that the deferred submittal documents have been reviewed and found to be in general conformance to the design of the building. The deferred submittal items shall not be installed until the deferred submittal documents have been approved by the *building official*.

107.3.4.2 Certifications by contractors authorized under the provisions of Section 489.115(4)(b), *Florida Statutes*, shall be considered equivalent to sealed plans and specifications by a person licensed under Chapter 471, *Florida Statutes*, or Chapter 481, *Florida Statutes*, by local enforcement agencies for plans review for permitting purposes relating to compliance with the wind- resistance provisions of the code or alternate methodologies approved by the Florida Building Commission for one- and two-family dwellings. Local enforcement agencies may rely upon such certification by contractors that the plans and specifications submitted conform to the requirements of the code for wind resistance. Upon good cause shown, local government code enforcement agencies may accept or reject plans sealed by persons licensed under Chapters 471, 481 or 489, *Florida Statutes*.

107.3.5 Minimum plan review criteria for buildings. The examination of the documents by the *building official* shall include the following minimum criteria and documents: a floor plan; site plan; foundation plan; floor/roof framing plan or truss layout; all fenestration and building envelope penetrations; flashing; and rough opening dimensions; and all exterior elevations:

Commercial Buildings:

Building:

1. Site requirements:
 - Parking
 - Fire access

- Vehicle loading
- Driving/turning radius
- Fire hydrant/water supply/post indicator valve (PIV)
- Set back/separation (assumed property lines)
- Location of specific tanks, water lines and sewer lines
- Flood hazard areas, flood zones, and design flood elevations*
- 2. Occupancy group and special occupancy requirements shall be determined (with cross check with the energy code submittal).
- 3. Minimum type of construction shall be determined (see Table 503).
- 4. Fire-resistant construction requirements shall include the following components:
 - Fire-resistant separations
 - Fire-resistant protection for type of construction
 - Protection of openings and penetrations of rated walls
 - Fireblocking and draftstopping* and calculated fire resistance
- 5. Fire suppression systems shall include:
 - Early warning smoke evacuation systems
 - Schematic fire sprinklers
 - Standpipes
 - Pre-engineered systems
 - Riser diagram.
- 6. Life safety systems shall be determined and shall include the following requirements:
 - Occupant load and egress capacities
 - Early warning
 - Smoke control
 - Stair pressurization
 - Systems schematic
- 7. Occupancy load/egress requirements shall include:
 - Occupancy load
 - Gross
 - Net
 - Means of egress
 - Exit access
 - Exit
 - Exit discharge
 - Stairs construction/geometry and protection
 - Doors
 - Emergency lighting and exit signs
 - Specific occupancy requirements
 - Construction requirements
 - Horizontal exits/exit passageways
- 8. Structural requirements shall include:
 - Soil conditions/analysis
 - Termite protection
 - Design loads
 - Wind requirements
 - Building envelope
 - Impact resistant coverings or systems
 - Structural calculations (if required)
 - Foundation
 - Flood requirements in accordance with Section 1612, including lowest floor elevations, enclosures, flood damage- resistant materials
 - Wall systems
 - Floor systems
 - Roof systems
 - Threshold inspection plan
 - Stair systems
- 9. Materials shall be reviewed and shall at a minimum include the following:

- Wood
 - Steel
 - Aluminum
 - Concrete
 - Plastic
 - Glass
 - Masonry
 - Gypsum board and plaster Insulating (mechanical)
 - Roofing
 - Insulation
 - Building envelope portions of the Energy Code (including calculation and mandatory requirements)
 - 10. Accessibility requirements shall include the following:
 - Site requirements
 - Accessible route
 - Vertical accessibility
 - Toilet and bathing facilities
 - Drinking fountains
 - Equipment
 - Special occupancy requirements
 - Fair housing requirements
 - 11. Interior requirements shall include the following:
 - Interior finishes (flame spread/smoke development)
 - Light and ventilation (including corresponding portion of the energy code)
 - Sanitation
 - 12. Special systems:
 - Elevators
 - Escalators
 - Lifts
 - 13. Swimming pools:
 - Barrier requirements
 - Spas
 - Wading pools
 - 14. Location and installation details. The specific location and installation details of each fire door, fire damper, ceiling damper and smoke damper shall be shown and properly identified on the building plans by the designer.
- Electrical:**
1. Electrical:
 - Wiring
 - Services
 - Feeders and branch circuits
 - Overcurrent protection
 - Grounding
 - Wiring methods and materials
 - GFCIs
 - Electrical portions of the Energy Code (including calculation and mandatory requirements)
 2. Equipment
 3. Special occupancies
 4. Emergency systems
 5. Communication systems
 6. Low voltage
 7. Load calculations
 8. *Design flood elevation*
- Plumbing:**
1. Minimum plumbing facilities
 2. Fixture requirements

3. Water supply piping
4. Sanitary drainage
5. Water heaters
6. Vents
7. Roof drainage
8. Back flow prevention
9. Irrigation
10. Location of water supply line
11. Grease traps
12. Environmental requirements
13. Plumbing riser
14. *Design flood elevation*
15. Water/plumbing portions of the Energy Code (including calculation and mandatory requirements)

Mechanical:

1. Mechanical portions of the Energy calculations
2. Exhaust systems:
 - Clothes dryer exhaust
 - Kitchen equipment exhaust
 - Specialty exhaust systems
3. Equipment
4. Equipment location
5. Make-up air
6. Roof-mounted equipment
7. Duct systems
8. Ventilation
9. Combustion air
10. Chimneys, fireplaces and vents
11. Appliances
12. Boilers
13. Refrigeration
14. Bathroom ventilation
15. Laboratory
16. *Design flood elevation*
17. Smoke and/or Fire Dampers

Gas:

1. Gas piping
2. Venting
3. Combustion air
4. Chimneys and vents
5. Appliances
6. Type of gas
7. Fireplaces
8. LP tank location
9. Riser diagram/shutoffs
10. *Design flood elevation*
11. Gas portions of the Energy Code (including calculation and mandatory requirements)

Demolition:

1. Asbestos removal

Residential (one- and two-family):

1. Site requirements:
 - Set back/separation (assumed property lines) Location of septic tanks
2. Fire-resistant construction (if required)
3. Fire

4. Smoke and/or carbon monoxide alarm/detector locations
5. Egress:
Egress window size and location stairs construction requirements
6. Structural requirements shall include:
Wall section from foundation through roof, including assembly and materials connector tables wind requirements structural calculations (if required)
Termite protection
Design loads
Wind requirements
Building envelope
Foundation
Wall systems
Floor systems
Roof systems
Flood hazard areas, flood zones, design flood elevations, lowest floor elevations, enclosures, equipment, and flood damage- resistant materials
7. Accessibility requirements:
Show/identify
Accessible bath
8. Impact resistant coverings or systems
9. Residential Energy Code submittal (including calculation and mandatory requirements)

Manufactured buildings/housing:

1. Site requirements
Setback/separation (assumed property lines)
Location of septic tanks (if applicable)
2. Structural
Wind zone
Flood
Anchoring
Blocking
3. Plumbing
List potable water source and meter size (if applicable)
4. Mechanical
Exhaust systems
Clothes dryer exhaust
Kitchen equipment exhaust
5. Electrical exterior disconnect location

Exemptions: Plans examination by the *building official* shall not be required for the following work:

1. Replacing existing equipment such as mechanical units, water heaters, etc.
2. Reroofs
3. Minor electrical, plumbing and mechanical repairs
4. Annual maintenance *permits*
5. Prototype plans:
Except for local site adaptations, siding, foundations and/or modifications.
Except for structures that require waiver.
6. Manufactured buildings plan except for foundations and modifications of buildings on site and as listed above in manufactured buildings/housing.

107.4 Amended construction documents. Work shall be installed in accordance with the *approved construction documents*, and any changes made during construction that are not in compliance with the *approved construction documents* shall be resubmitted for approval as an amended set of *construction documents*.

107.5 Retention of construction documents. One set of *approved construction documents* shall be retained by the *building official* for a period of not less than 180 days from date of completion of the permitted work, or as required by state or local laws.

107.6 Affidavits. The *building official* may accept a sworn affidavit from a registered architect or engineer stating that the plans submitted conform to the technical codes. For buildings and structures, the affidavit shall state that the plans conform to the laws as to egress, type of construction and general arrangement and, if accompanied by drawings, show the structural design and that the plans and design conform to the requirements of the technical codes as to strength, stresses, strains, loads and stability. The *building official* may without any examination or inspection accept such affidavit, provided the architect or engineer who made such affidavit agrees to submit to the *building official* copies of inspection reports as inspections are performed and upon completion of the structure, electrical, gas, mechanical or plumbing systems a certification that the structure, electrical, gas, mechanical or plumbing system has been erected in accordance with the requirements of the technical codes. Where the *building official* relies upon such affidavit, the architect or engineer shall assume full responsibility for compliance with all provisions of the technical codes and other pertinent laws or ordinances. The *building official* shall ensure that any person conducting plans review is qualified as a plans examiner under Part XII of Chapter 468, *Florida Statutes*, and that any person conducting inspections is qualified as a building inspector under Part XII of Chapter 468, *Florida Statutes*.

107.6.1 Building permits issued in flood hazard areas on the basis of an affidavit. Pursuant to the requirements of federal regulation for participation in the National Flood Insurance Program (44 C.F.R. Parts 59 and 60), the authority granted to the *building official* to issue *permits*, to rely on inspections, and to accept plans and *construction documents* on the basis of affidavits and plans submitted pursuant to Sections 105.14 and 107.6, shall not extend to the flood load and flood-resistance construction requirements of the *Florida Building Code*.

107.6.2 Affidavits Provided Pursuant to Section 553.791, Florida Statutes. For a building or structure in a *flood hazard area*, the *building official* shall review any affidavit certifying compliance with the flood load and flood-resistant construction requirements of the Florida Building Code.

107.7 If the local building code administrator or inspector finds that the plans are not in compliance with the Florida Building Code, the local building code administrator or inspector shall identify the specific plan features that do not comply with the applicable codes, identify the specific code chapters and sections upon which the finding is based, and provide this information to the local enforcing agency. If the building code administrator, plans examiner, or inspector requests another local enforcing agency employee or a person contracted by the local enforcing agency to review the plans and that employee or person identifies specific plan features that do not comply with the applicable codes, the building code administrator, plans examiner, or inspector must provide this information to the local enforcing agency. The local enforcing agency shall provide this information to the permit applicant.

SECTION 108 TEMPORARY STRUCTURES AND USES

108.1 General. The *building official* is authorized to issue a *permit* for temporary structures and temporary uses. Such *permits* shall be limited as to time of service, but shall not be permitted for more than 180 days. The *building official* is authorized to grant extensions for demonstrated cause.

108.2 Conformance. Temporary structures and uses shall comply with the requirements in Section 3103.

108.3 Temporary power. The *building official* is authorized to give permission to temporarily supply and use power in part of an electric installation before such installation has been fully completed and the final certificate of completion has been issued. The part covered by the temporary certificate shall comply with the requirements specified for temporary lighting, heat or power in NFPA 70.

108.4 Termination of approval. The *building official* is authorized to terminate such *permit* for a temporary

structure or use and to order the temporary structure or use to be discontinued.

SECTION 109 FEES

109.1 Payment of fees. A *permit* shall not be valid until the fees prescribed by law have been paid, nor shall an amendment to a *permit* be released until the additional fee, if any, has been paid.

109.2 Schedule of *permit* fees. On buildings, structures, electrical, gas, mechanical, and plumbing systems or *alterations* requiring a *permit*, a fee for each *permit* shall be paid as required, in accordance with the schedule as established by the applicable governing authority.

109.2.1 Types of Fees Enumerated. Fees may be charged for but not limited to the following:

1. *Permits*;
2. Plans examination;
3. Certificates of competency (including fees for applications, examinations, renewal, late renewal, and reciprocity);
4. Re-inspections;
5. Administrative fees (including fees for investigative and legal costs incurred in the context of certain disciplinary cases heard by the board);
6. Variance requests;
7. Administrative appeals;
8. Violations; and
9. Other fees as established by local resolution or ordinance.

109.3 Building permit valuations. The applicant for a *permit* shall provide an estimated *permit* value at time of application. *Permit* valuations shall include total value of work, including materials and labor, for which the *permit* is being issued, such as electrical, gas, mechanical, plumbing equipment and permanent systems. If, in the opinion of the *building official*, the valuation is underestimated on the application, the *permit* shall be denied, unless the applicant can show detailed estimates to meet the approval of the *building official*. Final building *permit* valuation shall be set by the *building official*.

109.4 Work commencing before *permit* issuance. Any person who commences any work on a building, structure, electrical, gas, mechanical or plumbing system before obtaining the necessary *permits* or without prior approval from the *building official* as permitted in Section 105.2.2 or 105.12 shall be subject to a fee established by the *building official* that shall be in addition to the required *permit* fees or as provided by local ordinance. This provision shall not apply to emergency work when delay would clearly have placed life or property in imminent danger. But in all such cases the required *permit(s)* must be applied for within three (3) business days and any unreasonable delay in obtaining those *permit(s)* shall result in the charge of a double fee. The payment of a double fee shall not preclude or be deemed a substitute for prosecution for commencing work without first obtaining a *permit*. The *building official* may grant extensions of time or waive fees when justifiable cause has been demonstrated in writing.

109.5 Related fees. The payment of the fee for the construction, *alteration*, removal or demolition for work done in connection to or concurrently with the work authorized by a building *permit* shall not relieve the applicant or holder of the *permit* from the payment of other fees that are prescribed by law.

109.6 Refunds. The *building official* is authorized to establish a refund policy.

SECTION 110 INSPECTIONS

110.1 General. Construction or work for which a *permit* is required shall be subject to inspection by the *building official* and such construction or work shall remain exposed and provided with access for inspection purposes until

approved. Approval as a result of an inspection shall not be construed to be an approval of a violation of the provisions of this code or of other ordinances of the jurisdiction. Inspections presuming to give authority to violate or cancel the provisions of this code or of other ordinances of the jurisdiction shall not be valid. It shall be the duty of the *owner* or the *owner's* authorized agent to cause the work to remain exposed and provided with access for inspection purposes. The *building official* shall be permitted to require a boundary line survey prepared by a Florida licensed professional surveyor and mapper whenever the boundary lines cannot be readily determined in the field. Neither the *building official* nor the jurisdiction shall be liable for expense entailed in the removal or replacement of any material required to allow inspection.

110.1.1 Manufacturers and fabricators. When deemed necessary by the *building official*, he/she shall make, or cause to be made, an inspection of materials or assemblies at the point of manufacture or fabrication. A record shall be made of every such examination and inspection and of all violations of the technical codes.

110.1.2 Inspection service. The *building official* may make, or cause to be made, the inspections required by Section 110. He or she may accept reports of department inspectors, independent inspectors or of recognized inspection services, provided that after investigation he/she is satisfied as to their licensure, qualifications and reliability. A certificate required by any provision of this code shall not be based on such reports unless the same are recorded by the building code inspector or the architect or engineer performing building code inspections in a manner specified by the *building official*. The *building official* shall ensure that all persons making such inspections shall be certified in accordance to Chapter 468 Florida Statutes; or licensed under Chapter 471 or 481 Florida Statutes.

110.2 Preliminary inspection. Before issuing a *permit*, the *building official* is authorized to examine or cause to be examined buildings, structures and sites for which an application has been filed.

110.3 Required inspections. The *building official* upon notification from the *permit* holder or his or her agent shall make the following inspections, or any other such inspection as deemed necessary and shall either release that portion of the construction or shall notify the *permit* holder or his or her agent of any violations which must be corrected in order to comply with the technical codes. The *building official* shall determine the timing and sequencing of when inspections occur and what elements are inspected at each inspection.

Building

1. Foundation inspection. To be made after trenches are excavated, any required reinforcing steel is in place, forms erected and shall at a minimum include the following building components:
 - Stem-wall
 - Monolithic slab-on-grade
 - Piling/pile caps
 - Footers/grade beams
 - 1.1. Slab Inspection: Concrete slab and under-floor inspections shall be made after in-slab or under-floor reinforcing steel and building service equipment, conduit, piping accessories and other ancillary equipment items are in place, but before any concrete is placed or floor sheathing installed, including the subfloor.
 - 1.2. A foundation/form board survey prepared and certified by a Florida licensed professional surveyor and mapper may be required, prior to approval of the slab inspection. The survey shall certify placement of the building on the site, illustrate all surrounding setback dimensions and shall be available at the job site for review by the building inspector. In lieu of providing a survey, the contractor may elect to uncover all property line markers and string-up all property lines in preparation for inspection.
 - 1.3. In *flood hazard areas*, upon placement of the lowest floor, including basement, and prior to further vertical construction, the elevation certification shall be submitted to the *building official*.
2. Framing inspection. To be made after the roof, all framing, *fireblocking* and bracing is in place, all concealing wiring, all pipes, chimneys, ducts and vents are complete and the rough electrical, plumbing, heating wires, pipes and ducts are *approved* and shall at a minimum include the following building components:
 - Window/door framing
 - Window U-factor/SHGC (as indicated on *approved* energy calculations)

Vertical cells/columns

Lintel/tie beams

Framing/trusses/bracing/connectors (including truss layout and engineered drawings)

Draftstopping/fireblocking

Curtain wall framing

Energy insulation (Insulation R-factor as indicated on *approved* energy calculations)

Accessibility

Verify rough opening dimensions are within tolerances.

Window/door buck attachment

2.1 Insulation Inspection: To be made after the framing inspection is *approved* and the insulation is in place, according to *approved* energy calculation submittal. Includes wall and ceiling insulation.

2.2 Lath and gypsum board inspection for fire-resistance rated or shear assemblies. Lath and gypsum board inspections shall be made after lathing and gypsum board, interior and exterior, is in place, but before ant plastering is applied or gypsum board joints and fasteners are taped and finished.

3. Sheathing inspection. To be made either as part of a dry-in inspection or done separately at the request of the contractor after all roof and wall sheathing and fasteners are complete and shall at a minimum include the following building components:

Roof sheathing

Wall sheathing

Continuous air barrier

Exterior siding/cladding

Sheathing fasteners

Roof/wall dry-in

Sheathing fasteners installed and found to be missing the structural member (shiners) shall be removed and properly reinstalled prior to installation of the dry-in material.

4. Exterior wall coverings. Shall at a minimum include the following building components in progress inspections:

Exterior wall coverings and veneers

Soffit coverings

5. Roofing inspection. Shall at a minimum be made in at least two inspections and include the following building components:

Dry-in

Insulation

Roof coverings (including In Progress as necessary)

Insulation on roof deck (according to submitted energy calculation)

Flashing

5.1 Re-roof sheathing inspection. An affidavit with a notarized signature of a state or locally licensed roofing contractor for the installation of additional sheathing fasteners as required by the Existing Building Code may be accepted at the discretion of the *building official*.

6. Final inspection. To be made after the building is completed and ready for occupancy.

6.1. In *flood hazard areas*, as part of the final inspection, a final certification of the lowest floor elevation or the elevation to which a building is dry floodproofed, as applicable, shall be submitted to the authority having jurisdiction.

7. Swimming pool inspection. First inspection to be made after excavation and installation of reinforcing steel, bonding and main drain and prior to placing of concrete.

1. Steel reinforcement inspection

2. Underground electric inspection

3. Underground piping inspection including a pressure test.

4. Underground electric inspection under deck area (including the equipotential bonding)

5. Underground piping inspection under deck area

6. Deck inspection: to be made prior to installation of the deck material (with forms, deck drains, and any reinforcement in place

7. Safety Inspection; Made prior to filling the pool with the bonding connections made, the proper drain covers installed and the final barriers installed.

8. Final pool piping
9. Final Electrical inspection
10. Final inspection to be made when the swimming pool is complete and all required enclosure requirements are in place.

In order to pass final inspection and receive a certificate of completion, a residential swimming pool must meet the requirements relating to pool safety features as described in Section 454.2.17 of this code.

8. Demolition inspections. First inspection to be made after all utility connections have been disconnected and secured in such manner that no unsafe or unsanitary conditions shall exist during or after demolition operations.
Final inspection to be made after all demolition work is completed.
9. Manufactured building inspections. The building department shall inspect construction of foundations; connecting buildings to foundations; installation of parts identified on plans as site installed items, joining the modules, including utility cross-overs; utility connections from the building to utility lines on site; and any other work done on site which requires compliance with the *Florida Building Code*. Additional inspections may be required for public educational facilities (see Section 453.27.20 of this code).
10. Where impact-resistant coverings or impact-resistant systems are installed, the *building official* shall schedule adequate inspections of impact-resistant coverings or impact-resistant systems to determine the following:
The system indicated on the plans was installed.
The system is installed in accordance with the manufacturer's installation instructions and the product approval.

Electrical

1. Underground inspection. To be made after trenches or ditches are excavated, conduit or cable installed, and before any backfill is put in place.
2. Rough-in inspection. To be made after the roof, framing, *fireblocking* and bracing is in place and prior to the installation of wall or ceiling membranes.
3. Final inspection. To be made after the building is complete, all required electrical fixtures are in place and properly connected or protected, and the structure is ready for occupancy.
4. Existing Swimming Pools. To be made after all repairs or alterations are complete, all required electrical equipment, GFCI protection, and equipotential bonding are in place on said alterations or repairs.

Plumbing

1. Underground inspection. To be made after trenches or ditches are excavated, piping installed, and before any backfill is put in place.
2. Rough-in inspection. To be made after the roof, framing, *fireblocking* and bracing is in place and all soil, waste and vent piping is complete, and prior to this installation of wall or ceiling membranes.
Includes plumbing provisions of the energy code and *approved* energy calculation provisions.
3. Final inspection. To be made after the building is complete, all plumbing fixtures are in place and properly connected, and the structure is ready for occupancy.

Note: See Section 312 of the *Florida Building Code, Plumbing* for required tests.

Mechanical

1. Underground inspection. To be made after trenches or ditches are excavated, underground duct and fuel piping installed, and before any backfill is put in place.
2. Rough-in inspection. To be made after the roof, framing, *fireblocking* and bracing are in place and all ducting, and other concealed components are complete, and prior to the installation of wall or ceiling membranes.
Includes mechanical provisions of the energy code and *approved* energy calculation provisions.
3. Final inspection. To be made after the building is complete, the mechanical system is in place and properly connected, and the structure is ready for occupancy.

Gas

1. Rough piping inspection. To be made after all new piping authorized by the permit has been installed, and before any such piping has been covered or concealed or any fixtures or gas appliances have been connected.
Includes gas provisions of the energy code and *approved* energy calculation provisions.
2. Final piping inspection. To be made after all piping authorized by the *permit* has been installed and after all portions which are to be concealed by plastering or otherwise have been so concealed, and before any fixtures or gas appliances have been connected. This inspection shall include a pressure test.
3. Final inspection. To be made on all new gas work authorized by the *permit* and such portions of existing systems as may be affected by new work or any changes, to ensure compliance with all the requirements of

this code and to assure that the installation and construction of the gas system is in accordance with reviewed plans.

Site Debris

1. The contractor and/or owner of any active or inactive construction project shall be responsible for the clean-up and removal of all construction debris or any other miscellaneous discarded articles during the course of the construction project and prior to receiving final inspection approval. Construction job sites must be kept clean and in a safe condition at all times.
2. All debris shall be kept in such a manner as to prevent it from being spread by any means.

110.3.1 Footing and foundation inspection.

Footing and foundation inspections shall be made after excavations for footings are complete and any required reinforcing steel is in place. For concrete foundations, any required forms shall be in place prior to inspection. Materials for the foundation shall be on the job, except where concrete is ready mixed in accordance with ASTM C 94, the concrete need not be on the job.

110.3.2 Concrete slab and under-floor inspection. Concrete slab and under-floor inspections shall be made after in-slab or under-floor reinforcing steel and building service equipment, conduit, piping accessories and other ancillary equipment items are in place, but before any concrete is placed or floor sheathing installed, including the subfloor.

110.3.3 Lowest floor elevation. In *flood hazard areas*, upon placement of the lowest floor, including the basement, and prior to further vertical construction, the elevation certification required in Section 1612.4 of the Florida Building Code, Building and Section R322 of the Florida Building Code, Residential, shall be submitted to the *building official*.

110.3.4 Frame inspection. Framing inspections shall be made after the roof deck or sheathing, all framing, *fireblocking* and bracing are in place and pipes, chimneys and vents to be concealed are complete and the rough electrical, plumbing, heating wires, pipes and ducts are *approved*.

110.3.5 Lath, gypsum board and gypsum panel product inspection. Lath, gypsum board and gypsum panel product inspections shall be made after lathing, gypsum board and gypsum panel products, interior and exterior, are in place, but before any plastering is applied or gypsum board and gypsum panel product joints and fasteners are taped and finished.

Exception: Gypsum board and gypsum panel products that are not part of a fire-resistance-rated assembly or a shear assembly.

110.3.6 Weather-exposed balcony and walking surface waterproofing. Where balcony or other elevated walking surfaces are exposed to water from direct or blowing rain or irrigation, and the structural framing is protected by an impervious moisture barrier, all elements of the impervious-moisture-barrier system shall not be concealed until inspected and *approved*.

110.3.7 Fire and smoke-resistant penetrations. Protection of joints and penetrations in *fire-resistance-rated* assemblies, *smoke barriers* and smoke partitions shall not be concealed from view until inspected and *approved*.

110.3.8 Energy efficiency inspections. Inspections shall be made to determine compliance with *FBC, Energy Conservation* and confirm with the *approved* energy code submittal (by appropriate trade) and corresponding mandatory requirements and shall include, but not be limited to, inspections for: corresponding envelope insulation R- and U-values, fenestration U-value, and Solar Heat Gain Coefficient, duct system R-value, and HVAC, lighting, electrical and water-heating equipment efficiency.

110.3.9 Other inspections. In addition to the inspections specified in Sections 110.3 through 110.3.8, the *building official* is authorized to make or require other inspections of any construction work to ascertain compliance with the provisions of this code and other laws that are enforced by the department of building safety.

110.3.10 Special inspections. Reserved.

110.3.11 Final inspection. The final inspection shall be made after all work required by the building *permit* is completed.

110.3.11.1 Flood hazard documentation.

If located in a *flood hazard area*, documentation as required in Section 1612.5 of the Florida Building Code, Building; or Section R322 of the Florida Building Code, Residential, shall be submitted to the *building official* prior to the final inspection.

110.3.11.2 Commercial Energy Code documentation. If required by energy code path submittal, confirmation that commissioning result requirements have been received by building owner.

110.3.11.3 Residential Energy Code documentation. If required by energy code path submittal (R405), confirmation that the envelope and duct test requirements shall be received by *building official*.

110.3.12 Termites. Building components and building surroundings required to be protected from termite damage in accordance with Section 1503.7, Section 2304.12.9 or Section 2304.12.4, specifically required to be inspected for termites in accordance with Section 2114, or required to have chemical soil treatment in accordance with Section 1816 shall not be covered or concealed until the release from the *building official* has been received.

110.3.13 Impact-resistant coverings or systems. Where impact-resistant coverings or systems are installed to meet requirements of this code, the *building official* shall schedule adequate inspections of impact-resistant coverings or systems to determine the following:

1. The system indicated on the plans was installed.
2. The system is installed in accordance with the manufacturer's installation instructions and the product approval.

110.4 Inspection agencies. The *building official* is authorized to accept reports of *approved* inspection agencies, provided such agencies satisfy the requirements as to qualifications and reliability.

110.5 Inspection requests. It shall be the duty of the holder of the building *permit* or their duly authorized agent to notify the *building official* when work is ready for inspection. It shall be the duty of the *permit* holder to provide access to and means for inspections of such work that are required by this code.

110.6 Approval required. Work shall not be done beyond the point indicated in each successive inspection without first obtaining the approval of the *building official*. The *building official*, upon notification, shall make the requested inspections and shall either indicate the portion of the construction that is satisfactory as completed, or notify the *permit* holder or his or her agent wherein the same fails to comply with this code. Any portions that do not comply shall be corrected and such portion shall not be covered or concealed until authorized by the *building official*.

110.7 Shoring. For threshold buildings, shoring and associated formwork or falsework shall be designed and inspected by a Florida licensed professional engineer prior to any required mandatory inspections by the threshold building inspector.

110.8 Threshold building.

110.8.1 During new construction or during repair or restoration projects in which the structural system or structural loading of a building is being modified, the enforcing agency shall require a special inspector to perform structural inspections on a threshold building pursuant to a structural inspection plan prepared by the engineer or architect of record. The structural inspection plan must be submitted to the enforcing agency prior to the issuance of a building *permit* for the construction of a threshold building. The purpose of the structural inspection plans is to provide specific inspection procedures and schedules so that the building can be adequately inspected for

compliance with the permitted documents. The special inspector may not serve as a surrogate in carrying out the responsibilities of the *building official*, the architect, or the engineer of record. The contractor's contractual or statutory obligations are not relieved by any action of the special inspector.

110.8.2 The special inspector shall determine that a professional engineer who specializes in shoring design has inspected the shoring and reshoring for conformance with the shoring and reshoring plans submitted to the enforcing agency. A fee simple title owner of a building, which does not meet the minimum size, height, occupancy, occupancy classification, or number-of-stories criteria which would result in classification as a threshold building under s. 553.71(7), *Florida Statutes* may designate such building as a threshold building, subject to more than the minimum number of inspections required by the *Florida Building Code*.

110.8.3 The fee owner of a threshold building shall select and pay all costs of employing a special inspector, but the special inspector shall be responsible to the enforcement agency. The inspector shall be a person certified, licensed or registered under Chapter 471, *Florida Statutes*, as an engineer or under Chapter 481, *Florida Statutes*, as an architect.

110.8.4 Each enforcement agency shall require that, on every threshold building:

110.8.4.1 The special inspector, upon completion of the building and prior to the issuance of a certificate of occupancy, file a signed and sealed statement with the enforcement agency in substantially the following form: "To the best of my knowledge and belief, the above described construction of all structural load-bearing components complies with the permitted documents, and the shoring and reshoring conforms to the shoring and reshoring plans submitted to the enforcement agency."

110.8.4.2 Any proposal to install an alternate structural product or system to which building codes apply be submitted to the enforcement agency for review for compliance with the codes and made part of the enforcement agency's recorded set of *permit* documents.

110.8.4.3 All shoring and reshoring procedures, plans and details be submitted to the enforcement agency for recordkeeping. Each shoring and reshoring installation shall be supervised, inspected and certified to be in compliance with the shoring documents by the contractor.

110.8.4.4 All plans for the building which are required to be signed and sealed by the architect or engineer of record contain a statement that, to the best of the architect's or engineer's knowledge, the plans and specifications comply with the applicable minimum building codes and the applicable fire-safety standards as determined by the local authority in accordance with this section and Chapter 633, *Florida Statutes*.

110.8.5 No enforcing agency may issue a building *permit* for construction of any threshold building except to a licensed general contractor, as defined in Section 489.105(3)(a), *Florida Statutes*, or to a licensed building contractor, as defined in Section 489.105(3)(b), *Florida Statutes*, within the scope of her or his license. The named contractor to whom the building *permit* is issued shall have the responsibility for supervision, direction, management and control of the construction activities on the project for which the building *permit* was issued.

110.8.6 The building department may allow a special inspector to conduct the minimum structural inspection of threshold buildings required by this code, Section 553.73, *Florida Statutes*, without duplicative inspection by the building department. The *building official* is responsible for ensuring that any person conducting inspections is qualified as a building inspector under Part XII of Chapter 468, *Florida Statutes*, or certified as a special inspector under Chapter 471 or 481, *Florida Statutes*. Inspections of threshold buildings required by Section 553.79(5), *Florida Statutes*, are in addition to the minimum inspections required by this code.

110.9 Mandatory structural inspections for condominium and cooperative buildings.

110.9.1 General. The Legislature finds that maintaining the structural integrity of a building throughout the life of the building is of paramount importance in order to ensure that buildings are structurally sound so as to not pose a threat to the public health, safety, or welfare. As such, the Legislature finds that the imposition of a statewide

structural inspection program for aging condominium and cooperative buildings in this state is necessary to ensure that such buildings are safe for continued use.

110.9.2. As used in this section, the terms:

- (a) "Milestone inspection" means a structural inspection of a building, including an inspection of load-bearing elements and the primary structural members and primary structural systems as those terms are defined in s. 627.706, Florida Statutes, by an architect licensed under chapter 481 or engineer licensed under chapter 471 authorized to practice in this state for the purposes of attesting to the life safety and adequacy of the structural components of the building and, to the extent reasonably possible, determining the general structural condition of the building as it affects the safety of such building, including a determination of any necessary maintenance, repair, or replacement of any structural component of the building. The purpose of such inspection is not to determine if the condition of an existing building is in compliance with the Florida Building Code or the firesafety code. The milestone inspection services may be provided by a team of professionals with an architect or engineer acting as a registered design professional in responsible charge with all work and reports signed and sealed by the appropriate qualified team member.
- (b) "Substantial structural deterioration" means substantial structural distress or substantial structural weakness that negatively affects a building's general structural condition and integrity. The term does not include surface imperfections such as cracks, distortion, sagging, deflections, misalignment, signs of leakage, or peeling of finishes unless the licensed engineer or architect performing the phase one or phase two inspection determines that such surface imperfections are a sign of substantial structural deterioration.

110.9.3. (a) An owner or owners of a building that is three stories or more in height as determined by the Florida Building Code and that is subject, in whole or in part, to the condominium or cooperative form of ownership as a residential condominium under chapter 718, Florida Statutes, or a residential cooperative under chapter 719, Florida Statutes, must have a milestone inspection performed by December 31 of the year in which the building reaches 30 years of age, based on the date the certificate of occupancy for the building was issued, and every 10 years thereafter. If a building reached 30 years of age before July 1, 2022, the building's initial milestone inspection must be performed before December 31, 2024. If a building reaches 30 years of age on or after July 1, 2022, and before December 31, 2024, the building's initial milestone inspection must be performed before December 31, 2025. If the date of issuance for the certificate of occupancy is not available, the date of issuance of the building's certificate of occupancy shall be the date of occupancy evidenced in any record of the local building official.

(b) The local enforcement agency may determine that local circumstances, including environmental conditions such as proximity to salt water as defined in s. 379.101, require that a milestone inspection must be performed by December 31 of the year in which the building reaches 25 years of age, based on the date the certificate of occupancy for the building was issued, and every 10 years thereafter.

(c) The local enforcement agency may extend the date by which a building's initial milestone inspection must be completed upon a showing of good cause by the owner or owners of the building that the inspection cannot be timely completed if the owner or owners have entered into a contract with an architect or engineer to perform the milestone inspection and the inspection cannot reasonably be completed before the deadline or other circumstance to justify an extension.

(d) The local enforcement agency may accept an inspection report prepared by a licensed engineer or architect for a structural integrity and condition inspection of a building performed before July 1, 2022, if the inspection and report substantially comply with the requirements of this section. Notwithstanding when such inspection was completed, the condominium or cooperative association must comply with the unit owner notice requirements in Section 110.9.9. The inspection for which an inspection report is accepted by the local enforcement agency under this paragraph is deemed a milestone inspection for the applicable requirements in chapters 718 and 719. If a previous inspection and report is accepted by the local enforcement agency under this paragraph, the deadline for the building's subsequent 10-year milestone inspection is based on the date of the accepted previous inspection.

110.9.4. The milestone inspection report must be arranged by a condominium or cooperative association and any owner of any portion of the building which is not subject to the condominium or cooperative

form of ownership. The condominium association or cooperative association and any owner of any portion of the building which is not subject to the condominium or cooperative form of ownership are each responsible for ensuring compliance with the requirements of this section. The condominium association or cooperative association is responsible for all costs associated with the milestone inspection attributable to the portions of a building which the association is responsible to maintain under the governing documents of the association. This section does not apply to a single-family, two-family, or three-family dwelling with three or fewer habitable stories above ground.

110.9.5. Upon determining that a building must have a milestone inspection, the local enforcement agency must provide written notice of such required inspection to the condominium association or cooperative association and any owner of any portion of the building which is not subject to the condominium or cooperative form of ownership, as applicable, by certified mail, return receipt requested. The condominium or cooperative association must notify the unit owners of the required milestone inspection within 14 days after receipt of the written notice from the local enforcement agency and provide the date that the milestone inspection must be completed. Such notice may be given by electronic submission to unit owners who consent to receive notice by electronic submission or by posting on the association's website.

110.9.6. Phase one of the milestone inspection must be completed within 180 days after the owner or owners of the building receive the written notice under Section 110.9.5. For purposes of this section, completion of phase one of the milestone inspection means the licensed engineer or architect who performed the phase one inspection submitted the inspection report by e-mail, United States Postal Service, or commercial delivery service to the local enforcement agency.

110.9.7. A milestone inspection consists of two phases:

110.9.7.1. For phase one of the milestone inspection, a licensed architect or engineer authorized to practice in this state shall perform a visual examination of habitable and nonhabitable areas of a building, including the major structural components of a building, and provide a qualitative assessment of the structural conditions of the building. If the architect or engineer finds no signs of substantial structural deterioration to any building components under visual examination, phase two of the inspection, as provided in Section 110.9.7.2, is not required. An architect or engineer who completes a phase one milestone inspection shall prepare and submit an inspection report pursuant to Section 110.9.8.

110.9.7.2. A phase two of the milestone inspection must be performed if any substantial structural deterioration is identified during phase one. A phase two inspection may involve destructive or nondestructive testing at the inspector's direction. The inspection may be as extensive or as limited as necessary to fully assess areas of structural distress in order to confirm that the building is structurally sound and safe for its intended use and to recommend a program for fully assessing and repairing distressed and damaged portions of the building. When determining testing locations, the inspector must give preference to locations that are the least disruptive and most easily repairable while still being representative of the structure. If a phase two inspection is required, within 180 days after submitting a phase one inspection report the architect or engineer performing the phase two inspection must submit a phase two progress report to the local enforcement agency with a timeline for completion of the phase two inspection. An inspector who completes a phase two milestone inspection shall prepare and submit an inspection report pursuant to Section 110.9.8.

110.9.8. Upon completion of a phase one or phase two milestone inspection, the architect or engineer who performed the inspection must submit a sealed copy of the inspection report with a separate summary of, at minimum, the material findings and recommendations in the inspection report to the condominium association or cooperative association, to any other owner of any portion of the building which is not subject to the condominium or cooperative form of ownership, and to the *building official* of the local government which has jurisdiction. The inspection report must, at a minimum, meet all of the following criteria:

- (a) Bear the seal and signature, or the electronic signature, of the licensed engineer or architect who performed the inspection.
- (b) Indicate the manner and type of inspection forming the basis for the inspection report.
- (c) Identify any substantial structural deterioration, within a reasonable professional probability based on the scope of the inspection, describe the extent of such deterioration, and identify any recommended repairs for such deterioration.
- (d) State whether unsafe or dangerous conditions, as those terms are defined in the Florida Building Code, were observed.
- (e) Recommend any remedial or preventive repair for any items that are damaged but are not substantial structural deterioration.
- (f) Identify and describe any items requiring further inspection.

110.9.9. Within 45 days after receiving the applicable inspection report, the condominium or cooperative association must distribute a copy of the inspector-prepared summary of the inspection report to each condominium unit owner or cooperative unit owner, regardless of the findings or recommendations in the report, by United States mail or personal delivery at the mailing address, property address, or any other address of the owner provided to fulfill the association's notice requirements under chapter 718 or chapter 719, as applicable, and by electronic transmission to the e-mail address or facsimile number provided to fulfill the association's notice requirements to unit owners who previously consented to receive notice by electronic transmission; must post a copy of the inspector-prepared summary in a conspicuous place on the condominium or cooperative property; and must publish the full report and inspector-prepared summary on the association's website, if the association is required to have a website.

110.9.10. A local enforcement agency may prescribe timelines and penalties with respect to compliance with this section.

110.9.11. A board of county commissioners or municipal governing body may adopt an ordinance requiring that a condominium or cooperative association and any other owner that is subject to this section schedule or commence repairs for substantial structural deterioration within a specified timeframe after the local enforcement agency receives a phase two inspection report; however, such repairs must be commenced within 365 days after receiving such report. If an owner of the building fails to submit proof to the local enforcement agency that repairs have been scheduled or have commenced for substantial structural deterioration identified in a phase two inspection report within the required timeframe, the local enforcement agency must review and determine if the building is unsafe for human occupancy.

SECTION 111 CERTIFICATE OF OCCUPANCY

111.1 Use and occupancy. A building or structure shall not be used or occupied, and a change in the existing use or occupancy classification of a building or structure or portion thereof shall not be made, until the *building official* has issued a certificate of occupancy therefor as provided herein. Issuance of a certificate of occupancy shall not be construed as an approval of a violation of the provisions of this code or of other ordinances of the jurisdiction.

Exception: Certificates of occupancy are not required for work exempt from *permits* in accordance with Section 105.2.

111.2 Certificate issued. After the *building official* inspects the building or structure and does not find violations of the provisions of this code or other laws that are enforced by the department of building safety, the *building official* shall issue a certificate of occupancy that contains the following:

1. The building *permit* number.
2. The address of the structure.
3. The name and address of the *owner* or the owner's authorized agent.
4. A description of that portion of the structure for which the certificate is issued.

5. A statement that the described portion of the structure has been inspected for compliance with the requirements of this code for the occupancy and division of occupancy and the use for which the proposed occupancy is classified.
6. For buildings and structures in *flood hazard areas*, a statement that documentation of the as-built lowest floor elevation has been provided and is retained in the records of the *building official*.
7. The name of the *building official*.
8. The edition of the code under which the *permit* was issued.
9. The use and occupancy, in accordance with the provisions of Chapter 3.
10. The type of construction as defined in Chapter 6.
11. The design *occupant load*.
12. If an *automatic sprinkler system* is provided, whether the sprinkler system is required.
13. Any special stipulations and conditions of the building *permit*.

111.3 Temporary occupancy. The *building official* is authorized to issue a temporary certificate of occupancy before the completion of the entire work covered by the *permit*, provided that such portion or portions shall be occupied safely. The *building official* shall set a time period during which the temporary certificate of occupancy is valid.

111.4 Revocation. The *building official* is authorized to, in writing, suspend or revoke a certificate of occupancy or completion issued under the provisions of this code wherever the certificate is issued in error, or on the basis of incorrect information supplied, or where it is determined that the building or structure or portion thereof is in violation of any ordinance or regulation or any of the provisions of this code.

111.5 Certificate of completion. A certificate of completion is proof that a structure or system is complete and for certain types of *permits* is released for use and may be connected to a utility system. This certificate does not grant authority to occupy a building, such as shell building, prior to the issuance of a certificate of occupancy.

SECTION 112 SERVICE UTILITIES

112.1 Connection of service utilities. A person shall not make connections from a utility, source of energy, fuel or power to any building or system that is regulated by this code for which a *permit* is required, until released by the *building official*.

112.2 Temporary connection. The *building official* shall have the authority to authorize the temporary connection of the building or system to the utility, source of energy, fuel or power.

112.3 Authority to disconnect service utilities. The *building official* shall have the authority to authorize disconnection of utility service to the building, structure or system regulated by this code and the referenced codes and standards set forth in Section 101.4 in case of emergency where necessary to eliminate an immediate hazard to life or property or where such utility connection has been made without the approval required by Section 112.1 or 112.2. The *building official* shall notify the serving utility, and wherever possible the *owner* and occupant of the building, structure or service system of the decision to disconnect prior to taking such action. If not notified prior to disconnecting, the *owner* or occupant of the building, structure or service system shall be notified in writing, as soon as practical thereafter.

SECTION 113 BOARD OF APPEALS

113.1 Appointment. There is hereby established a board to be called the Construction Board of Adjustment and Appeals, which shall consist of three members appointed by the City commission of Lake Worth Beach. All members of the Board must be residents of, or have business located in the City of Lake Worth Beach.

113.2 Membership and Terms

113.2.1 Membership. Board members shall be composed of individuals with knowledge and experience in the technical codes to include, to the greatest extent possible, architects, engineers, general contractors, electrical contractors, HVAC contractors, plumbing contractors, or any other contractor licensed category. A board member shall not act in a case in which he/she has a personal or financial interest.

113.2.2 Terms. The terms of office of the board members shall be three years. Vacancies shall be filled for an unexpired term in the manner in which original appointments are required to be made. Three absences of any member from required meetings of the board shall in a 12-month period, at the discretion of the applicable governing body, render any such member subject to immediate removal from office.

113.2.3 Quorum and Voting. A simple majority of the board shall constitute a quorum. In varying any provision of this code, the affirmative votes of the majority present, but not less than two affirmative votes, shall be required. In modifying a decision of the building official, not less than three affirmative votes shall be required.

113.2.4 Secretary and Counsel to the Board. The Building Department shall provide clerical and administrative personnel as may be reasonably required by the Board for proper performance of its duties. The City Attorney or his/her designee shall attend meetings and shall serve as counsel to the Board. The Director of the Department or his/her designee shall represent the City by presenting the City's position to the Board.

113.3 Powers. The Construction Board of Adjustments and Appeals shall have the power, as further set forth in this code, to hear appeals of decisions and interpretations defined in 116.4, to hear appeals of decisions and interpretations of the building official and consider variances of the technical codes.

113.4 Appeals

113.4.1 Decision of the building official. The owner of a building, structure or service system, or duly authorized agent, may appeal a decision of the building official to the Construction Board of Adjustment and Appeals whenever any one of the following conditions are claimed to exist:

1. The building official rejected or refused to approve the mode or manner of construction proposed to be followed or materials to be used in the installation or alteration of a building, structure or service system.
2. The provisions of this code do not apply to this specific case.
3. That an equally good or more desirable form of installation can be employed in any specific case, which *the building official has rejected or refused*.
4. The true intent and meaning of this code or any of the regulations hereunder have been misconstrued or incorrectly interpreted.

113.4.2 Variances. The Construction Board of Adjustments and Appeals, when upon written request, has been so appealed to and after a hearing, may vary the application of any provision of this code to any particular case when, in its opinion, the enforcement thereof would do manifest injustice and would be contrary to the spirit and purpose of this or the technical codes or public interest, and also finds all of the following:

1. That special conditions and circumstances exist which are peculiar to the building, structure or service System involved and which are not applicable to others.
2. That the special conditions and circumstances do not result from the action or inaction of the applicant.
3. That granting the variance requested will not confer on the applicant any special privilege that is denied by this code to other buildings, structures or service system.
4. That the variance granted is the minimum variance that will make possible the reasonable use of the building, structure or service system.
5. That the grant of the variance will be in harmony with the general intent and purpose of this code and will not be detrimental to the public health, safety and general welfare.

113.4.2.1 Conditions of the variance. In granting the variance, the board may prescribe a reasonable time limit

within which the action for which the variance is required shall be commenced or completed or both. In addition, the board may prescribe appropriate conditions and safeguards in conformity with this code. Violation of the conditions of a variance shall be deemed a violation of this code.

113.4.3 Notice of appeal. Notice of appeal shall be in writing and filed within 30 calendar days after the building official renders the decision. Appeals shall be in a form acceptable to the building official.

113.4.3 Unsafe or dangerous buildings or service systems. In the case of a building, structure or service system, which in the opinion of the Building Official, is unsafe, unsanitary or dangerous, the Building Official may, in the order, limit the time for such appeals to a shorter period.

113.5 Procedures of the board.

113.5.1 Rules and regulations. The board shall establish rules and regulations for its own procedure not inconsistent with the provisions of this code. The board shall meet on call of the chairman. The board shall meet within 30 calendar days after notice of appeal has been received, unless a quorum is unable to be obtained.

113.5.1.1 Rules of Evidence. Formal rules of evidence shall not apply, but fundamental due process should be observed and govern the proceedings. Upon determination by the Chairperson, irrelevant, immaterial, or unduly repetitious evidence may be excluded, but all other evidence of a type commonly relied upon by reasonable, prudent persons in the conduct of their affairs shall be admissible, whether or not such evidence would be admissible in a trial in the courts of Florida. Any part of the evidence may be received in written form. The Board may request certain evidence be provided by an architect or engineer registered in the State of Florida, in which case said evidence shall be signed, sealed, and dated.

113.5.1.2 Testimony. Any member of the Board or the attorney representing the Board may inquire of, or question, any witness before the Board. Any member of the Board, the petitioner or his/her attorney, and/or the building official shall be permitted to inquire of any witness before the Board. The Board may consider testimony presented by the building official, the petitioner, or any other witness.

113.5.2 Decisions. The Construction Board of Adjustment and Appeals shall, in every case, reach a decision without unreasonable or unnecessary delay. Each decision of the board shall also include the reasons for the decision. If a decision of the board reverses or modifies a refusal, order, or disallowance of the building official or varies the application of any provision of this code, the building official shall immediately take action in accordance with such decision. Every decision shall be promptly filed in writing in the office of the building official and shall be open to public inspection. A certified copy of the decision shall be sent by mail or otherwise to the appellant and a copy shall be kept publicly posted in the office of the building official for two weeks after filing. Every decision of the board shall be final; subject however to such remedy as any aggrieved party might have at law or in equity.

113.6 Local Construction Regulation Board. The local government may also utilize this Board to convene as the Local Construction Regulation Board (LCRB), as provided in F.S. 489.113. The LCRB may deny, suspend, revoke or limit the authority of a certified contractor to obtain a building permit or permit with specific conditions, if the board has found such contractor, through public hearing, to be guilty of fraud or a willful building code violation within the City of Lake Worth Beach. The board may also, deny, suspend, revoke or limit the authority of a certified contractor to obtain a building permit or permit with specific conditions, if it has proof through the public hearing process, that a contractor has been found guilty in another county or municipality within the past 12 months, of fraud or a willful building code violation and after providing notice of an opportunity to be heard to the contractor, finds that such fraud or violation would have been fraud or a violation if committed in the City of Lake Worth Beach. Notification of and information concerning such permit denial shall be submitted to the department within 15 days after the local construction regulation board decides to deny the permit.

SECTION 114

VIOLATIONS

114.1 Unlawful acts. It shall be unlawful for any person, firm or corporation to erect, construct, alter, extend, repair, move, remove, demolish or occupy any building, structure or equipment regulated by this code, or cause same to be done, in conflict with or in violation of any of the provisions of this code.

114.2 Notice of violation. The *building official* is authorized to serve a notice of violation or order on the person responsible for the erection, construction, *alteration*, extension, repair, moving, removal, demolition or occupancy of a building or structure in violation of the provisions of this code, or in violation of a *permit* or certificate issued under the provisions of this code. Such order shall direct the discontinuance of the illegal action or condition and the abatement of the violation.

114.3 Prosecution of violation. If the notice of violation is not complied with promptly, the *building official* is authorized to request the legal counsel of the jurisdiction to institute the appropriate proceeding at law or in equity to restrain, correct or abate such violation, or to require the removal or termination of the unlawful occupancy of the building or structure in violation of the provisions of this code or of the order or direction made pursuant thereto.

114.4 Violation penalties. Any person who violates a provision of this code or fails to comply with any of the requirements thereof or who erects, constructs, alters or repairs a building or structure in violation of the *approved construction documents* or directive of the *building official*, or of a *permit* or certificate issued under the provisions of this code, shall be subject to penalties as prescribed by law.

SECTION 115 STOP WORK ORDER

115.1 Authority. Where the *building official* finds any work regulated by this code being performed in a manner either contrary to the provisions of this code or dangerous or unsafe, the *building official* is authorized to issue a stop work order.

115.2 Issuance. The stop work order shall be in writing and shall be given to the *owner* of the property involved, the owner's authorized agent or the person performing the work. Upon issuance of a stop work order, the cited work shall immediately cease. The stop work order shall state the reason for the order and the conditions under which the cited work will be permitted to resume.

115.3 Unlawful continuance. Any person who shall continue any work after having been served with a stop work order, except such work as that person is directed to perform to remove a violation or unsafe condition, shall be subject to penalties as prescribed by law.

SECTION 116 UNSAFE STRUCTURES AND EQUIPMENT

116.1 Unsafe buildings or systems. All buildings, structures, electrical, gas, mechanical or plumbing systems which are unsafe, unsanitary, or do not provide adequate egress. or which constitute a fire hazard. or are otherwise dangerous to human life, or which in relation to existing use, constitute a hazard to safety or health, are considered unsafe buildings or service systems. All such unsafe buildings, structures or service systems are hereby declared illegal and shall be ordered by the building official to be abated by the owner, through repair and rehabilitation or by demolition in accordance with this Code. The extent of repairs shall be determined by the building official.

116.1.1 When the building official determines a building, structure, electrical, gas, mechanical or plumbing system or portion thereof is unsafe, as set forth in this code, he/she shall provide the owner, agent or person in control of such building, structure, electrical, gas, mechanical or plumbing system a written notice of violation stating the defects thereof. This notice shall require the owner within a stated time either to complete specified repairs or

improvements, or to demolish and remove the building, structure, electrical, gas, mechanical or plumbing system or portion thereof. At the option of the local government, the processes and procedures for code enforcement under Florida Statute 162 may be utilized to abate a violation under this section. If this statutory method of enforcement is invoked, the building official shall act in the role of code inspector as authorized in Section 114 of this code to initiate enforcement proceedings, and notice shall be in accordance with the provisions of the Statute.

116.1.2 If necessary, the notice shall also require the building, structure, electrical, gas, mechanical, plumbing systems or portion thereof to be vacated and/or disconnected, and not reoccupied and/or reconnected until the specified repairs and improvements are completed, inspected and approved by the building official. The building official shall post at each entrance to the building a placard stating: THIS BUILDING IS UNSAFE AND ITS USE OR OCCUPANCY HAS BEEN PROHIBITED BY THE BUILDING OFFICIAL. This placard shall remain posted until the required repairs are made or demolition is completed. It shall be unlawful for any person, firm or corporation or its officers, agents, or other servants, to remove the posting without written permission of the building official, or for any person to enter the building or system(s) except for the purpose of making the repairs or of demolishing same.

116.1.3 In case the owner, agent, or person in control cannot be found within the stated time limit, or, if such owner, agent, or person in control shall fail, neglect, or refuse to comply with notice to repair, rehabilitate, or to demolish, and remove said building, structure, electrical, gas, mechanical or plumbing system or portion thereof, the building official, acting as a code inspector, shall notify an enforcement board and request a hearing. In the case of the violation posing a serious threat, and after having ascertained the cost the building official may take action to cause such building, structure, electrical, gas, mechanical or plumbing system or portion thereof, to be demolished, secured, repaired, or required to remain vacant or unused. Taking such action does not create a continuing obligation on the part of the building official to continue with maintaining such building, structure, or system; or create liability for any damage to the property.

116.1.4 The decision of the building official shall be final in cases of emergency, which, in the opinion of the building official, involve imminent danger to human life or health, or the property of others. He/she shall promptly cause such building, structure, electrical, gas, mechanical or plumbing system or portion thereof to be made safe or cause its removal. For this purpose, he/she may at once enter such structure or land on which it stands, or abutting land or structures, with such assistance and at such cost as he may deem necessary. He/she may order the vacating of adjacent structures and may require the protection of the public by appropriate fence or such other means as may be necessary, and for this purpose may close a public or private way.

116.2 Conditions. Structures or existing equipment that are or hereafter become unsafe, insanitary or deficient because of inadequate means of egress facilities, inadequate light and ventilation, or which constitute a fire hazard, or are otherwise dangerous to human life or the public welfare, or that involve illegal or improper occupancy or inadequate maintenance, shall be deemed an unsafe condition. Unsafe structures shall be taken down and removed or made safe, as the building official deems necessary and as provided for in this section. A vacant structure that is not secured against entry shall be deemed unsafe.

116.3 Record. The building official shall cause a report to be filed on an unsafe condition. The report shall state the occupancy of the structure and the nature of the unsafe condition.

116.4 Notice. If an unsafe condition is found, the building official shall serve on the owner, agent or person in control of the structure, a written notice that describes the condition deemed unsafe and specifies the required repairs or improvements to be made to abate the unsafe condition, or that requires the unsafe structure to be demolished within a stipulated time. Such notice shall require the person thus notified to declare immediately to the building official acceptance or rejection of the terms of the order.

116.5 Method of service. Such notice shall be deemed properly served if a copy thereof is (a) delivered to the owner personally; (b) sent by certified or registered mail addressed to the owner at the last known address with the return receipt requested; or (c) delivered in any other manner as prescribed by local law. If the certified or

registered letter is returned showing that the letter was not delivered, a copy thereof shall be posted in a conspicuous place in or about the structure affected by such notice. Service of such notice in the foregoing manner upon the owner's agent or upon the person responsible for the structure shall constitute service of notice upon the owner.

116.6 Restoration. Where the structure or equipment determined to be unsafe by the building official is restored to a safe condition, to the extent that repairs, alterations or additions are made or a change of occupancy occurs during the restoration of the structure, such repairs, alterations, additions and change of occupancy shall comply with the requirements of Section 105.2.2 and the Florida Building Code, Existing Building.

116.7 Enforcement proceedings; hearings. Violation proceedings and hearings for unsafe structures, and equipment will be conducted before the code enforcement board or special magistrate in accordance with the provisions set forth in Florida Statute 162. The owner of property that is subject to an enforcement proceeding before an enforcement board, special magistrate, or court is required to make disclosures as outlined in Florida Statute 162 before a transfer of property, and failure to make the required disclosures creates a presumption of fraud.

116.8 Administrative fines; costs to repair; liens. All costs associated with taking a case before the enforcement board shall be recovered where the jurisdiction prevails. Whenever one of the orders of the enforcement board or the special magistrate has not been complied with by the time set for compliance, for each day thereafter during which each violation continues past the date set for compliance, the enforcement board or the special magistrate may impose a fine. All costs incurred as a result of actions taken per Section 114 are charged to the violator. A certified copy of an order imposing a fine, or a fine plus repair, and the costs of prosecuting the case, may be recorded in the public records and shall thereafter constitute a lien against the land where the violation exists and upon any other real or personal property owned by the violator. If an order is recorded in the public records pursuant to this subsection, and it has been complied with by the date specified in the order, the enforcement board shall issue an order acknowledging compliance that shall be recorded in the public record. A hearing is not required for the issuance of such a compliance order.

116.9 Appeal. An aggrieved party, including the local governing body, may appeal a final administrative order of an enforcement board or special magistrate to the circuit court. Such an appeal shall not be a hearing de novo but shall be limited to appellate review of the record created before the enforcement board. An appeal shall be filed within 30 days of the execution of the order to be appealed.

SECTION 117 VARIANCES IN FLOOD HAZARD AREAS

117.1 Flood hazard areas. Pursuant to Section 553.73(5), *Florida Statutes*, the variance procedures adopted in the local flood plain management ordinance shall apply to requests submitted to the *building official* for variances to the provisions of Section 1612.4 of the *Florida Building Code, Building* or, as applicable, the provisions of Section R322 of the *Florida Building Code, Residential*. This section shall not apply to Section 3109 of the *Florida Building Code, Building*.

STAFF REPORT REGULAR MEETING

AGENDA DATE: February 6, 2024

DEPARTMENT: City Attorney

TITLE:

Fifth Amendment to the Lease Agreement with Lutheran Services Florida, Inc.

SUMMARY:

This amendment documents the City's extension of the Lease Agreement with Lutheran Services Florida, Inc. through August 30, 2024, as established in the City Manager's letter to the tenant dated October 17, 2023.

BACKGROUND AND JUSTIFICATION:

On November 5, 2019, the City and the Tenant entered into a Lease Agreement for the use of City-owned property located at 1699 Wingfield Street, Lake Worth Beach (the "Lease"). The Lease had a term beginning on November 5, 2019 and expiring on November 5, 2020. The parties entered into multiple amendments to the Lease Agreement to continue to extend the Lease, the last of which (Fourth Amendment) extended the Lease through November 5, 2023. Upon the request of the Tenant, the City issued a letter to the Tenant, dated October 17, 2023, offering to extend the Lease through August 30, 2024, with the understanding that a new lease would be negotiated prior to that date. The parties wish to document this extension in the Fifth Amendment to the Lease Agreement and to provide a process to further extend the Lease for the purposes of continued good faith negotiations, subject to the approval and discretion of the City Commission.

MOTION:

Move to approve/disapprove the Fifth Amendment to the Lease Agreement with Lutheran Services Florida, Inc.

ATTACHMENT(S):

Fiscal Impact Analysis – N/
Fifth Amendment to the Lease Agreement
Exhibit A (October 17, 2023 letter from the City Manager)

**FIFTH AMENDMENT TO LEASE AGREEMENT
WITH LUTHERAN SERVICES FLORIDA, INC.**

THIS FIFTH AMENDMENT (“Amendment”) to the **LEASE AGREEMENT** is made as of the ____ day of _____, 2024, by and between the **City of Lake Worth Beach**, Florida, a municipal corporation, (“City”), and **Lutheran Services Florida, Inc.**, a Florida not for profit corporation (“Tenant”).

RECITALS

WHEREAS, on November 5, 2019, the City and the Tenant entered into a Lease Agreement for the use of City-owned property located at 1699 Wingfield Street, Lake Worth Beach (the “Premises”) (the “Lease”); and

WHEREAS, the Lease had a term beginning on November 5, 2019 and expiring on November 5, 2020; and

WHEREAS, the parties entered into multiple amendments to the Lease Agreement to continue to extend the Lease, the last of which (Fourth Amendment) extended the Lease through November 5, 2023; and

WHEREAS, upon the request of the Tenant, the City issued a letter to the Tenant, dated October 17, 2023, offering to extend the Lease through August 30, 2024, with the understanding that a new lease would be negotiated prior to that date (“Lease Extension Letter”) (attached hereto as **Exhibit A** and incorporated herein); and

WHEREAS, the City and the Tenant wish to document the extension set forth in the Lease Extension Letter in this Fifth Amendment to the Lease Agreement; and

WHEREAS, the City finds amending the Lease is in the best interest of the City and serves a valid public purpose.

NOW, THEREFORE, and in consideration of the mutual promises contained herein, the sufficiency of which is hereby acknowledged by each party hereto, the City and the Tenant agree to amend the Lease as follows:

1. **Recitals.** The above recitals are true and correct and are incorporated herein by reference.
2. **Term.** Section 1.04 (Term) of the Lease is hereby deleted and replaced with the following:

The term and all rights and obligations of the parties to this Lease shall commence on the Effective Date of the Lease, November 5, 2019, and shall expire on August 30, 2024. The parties anticipate the negotiation and entering into of a new lease prior to August 30, 2024. If the Tenant wishes to continue good faith negotiations beyond the expiration date, it shall deliver a written request to the City Manager prior to June 30, 2024; otherwise, the Lease will expire on August 30, 2024. A timely request for an extension will be presented to the City Commission, and the City Commission may grant or deny such extension in its sole discretion.

3. **Entire Contract.** The CITY and the TENANT agree that the Lease, as previously amended, and this 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 this Amendment may be added to, modified, superseded or otherwise altered, except by written instrument executed by the parties hereto. All other terms and conditions of the Lease remain in full force and effect.

4. **Counterparts.** This Amendment may be simultaneously executed in several counterparts, each of which shall be an original and all of which constitute but one and the same instrument. Either or both parties may sign this Amendment electronically or by facsimile or email and such signature is as valid as the original signature of such party.

IN WITNESS WHEREOF the parties hereto have made and executed this Fifth Amendment to the Lease Agreement with Lutheran Services Florida, Inc. on the day and year first above written.

CITY OF LAKE WORTH BEACH

Witness

By: _____
Betty Resch, Mayor

Print/Type Witness Name

ATTEST:

Witness

By: _____
Melissa Ann Coyne, MMC, City Clerk

Print/Type Witness Name

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY

APPROVED FOR FINANCIAL
SUFFICIENCY

By: _____
Glen J. Torcivia, City Attorney

By: _____
Yannick Ngendahayo,
Financial Services Director

STATE OF FLORIDA
COUNTY OF PALM BEACH

THE FOREGOING instrument was acknowledged before me by means of • physical presence or • online notarization on this _____ day of _____, 2024, by Betty Resch, as Mayor of the City of Lake Worth Beach, Florida. She is personally known to me.

Notary Public, State of Florida

Print/Type Name

TENANT: LUTHERAN SERVICES FLORIDA, INC.

Witness

By: _____

Print/Type Witness Name

Print Name

Witness

Print Title

Print/Type Witness Name

STATE OF FLORIDA)
COUNTY OF _____)

THE FOREGOING instrument was acknowledged before me by means of • physical presence or
• online notarization on this ____ day of _____, 2024, by _____, as the
_____ [title] of **Lutheran Services Florida, Inc.**, a Florida not-for-profit
corporation authorized to do business in Florida, who is personally known to me or who has
produced _____ as identification, and who did take an
oath that he or she is duly authorized to execute the foregoing instrument and bind the Tenant to the same.

Notary Public Signature

Notary Seal:



OFFICE OF THE CITY MANAGER
7 North Dixie Highway
Lake Worth Beach, FL 33460
(561) 586-1689

October 17, 2023

[Via U.S. Mail and Certified Mail - Return Receipt Requested]

Lutheran Services Florida, Inc.
Attn: Bob Bialas, EVP of Children & Head Start Services
3627 West Waters Avenue
Tampa, FL 33614

RE: Lease Agreement - 1699 Wingfield Street, Lake Worth Beach, Florida

Mr. Bialas:

It was a pleasure to meet with Dr. Serrano and other Lutheran Services Foundation (LSF) representatives on Friday, October 6th at the Lake Worth Head Start Wingfield facility. I was impressed with the Head Start program and appreciated learning more about the various supportive services provided to the residents of Lake Worth Beach and surrounding communities.

I first want to apologize for sending my letter of September 21, 2023 before having a full understanding of Lutheran Services Florida and the Head Start program you have provided at Wingfield since 2014. I am glad to now understand better our city's relationship with LSF. I am also grateful to have gained a more immediate understanding of how the September 21st letter caused uncertainty for the parents, children, Head Start staff, and the LSF federal and local funding. LSF's Head Start program is clearly an important and valued resource for many families in our community. Let me emphasize that the City of Lake Worth Beach (City) sees the value of hosting LSF's Head Start program in the city-owned community center at 1699 Wingfield and welcomes the opportunity to do so.

The City appreciates that LSF promptly pays all utilities for the building half used by LSF. Additionally, the City recognizes the importance to program funders of the City's in-kind contribution through nominal (\$1/year) rent. The noticeable investments that LSF has made to keep the interior of the building in excellent condition for the children are also appreciated. And, of course, most importantly, the City is very grateful for your Head Start program and for its service to our children and families.

As I have expressed to Dr. Serrano and other LSF's representatives prior to the meeting and at the meeting, in recognition of the value and success of the Head Start program that has been operated at 1699 Wingfield St by Lutheran Services Florida for almost a decade, the City is willing to continue the discussion relative to LSF's desire to extend the Lease.

Lease Agreement - 1699 Wingfield Street, Lake Worth Beach, Florida

Please contact me at (561) 586-1689 to schedule a meeting to discuss and negotiate the lease agreement terms. Once we have reached a mutual agreement, the proposed lease agreement will be brought to the City Commission for approval at a Commission meeting. In order to allow time to negotiate the new Lease terms, the Lease will be extended to August 30, 2024 (to coincide with the school year). The lease extension should provide more than enough time to renegotiate a new lease agreement.

Let me know if you have any questions. I look forward to hearing from you soon.

Sincerely,



Carmen Y. Davis
City Manager

cc: City Commission
Glen J. Torcivia, City Attorney
Lauren Bennett, Director of Leisure Services
Jamie Brown, Interim Assistant City Manager
Dr. Julian Serrano, Head Start/Early Head Start Palm Beach Director
Frederick G. Kraegel, Director, Lutheran Services Florida, Inc.

STAFF REPORT REGULAR MEETING

AGENDA DATE: February 6, 2024

DEPARTMENT: City Attorney

TITLE:

Professional Services Agreements for Special Magistrate services

SUMMARY:

Professional Services Agreements for Special Magistrate services provide the City with Special Magistrates who preside over code enforcement and other applicable matters. Multiple Special Magistrates are retained to ensure the City has coverage in the event of a conflict of interest or scheduling conflict. The Special Magistrates are typically scheduled to provide services on a rotating basis.

BACKGROUND AND JUSTIFICATION:

Pursuant to section 2-63 of the City's Code of Ordinances, the City is required to retain one or more special magistrates to preside over code enforcement hearings and other applicable matters. Attorney Keith Davis has been serving the City as a Special Magistrate since 2018. His contract has reached the end of its term and he would like to continue to provide services to the City. Currently, Mr. Davis is the only Special Magistrate for the City. The City Attorney recommends that the City retain additional special magistrates to preside over code enforcement hearings and other applicable matters in the event of a conflict of interest or scheduling conflict with the City's current Special Magistrate and to serve in an ongoing rotation system.

Attached are proposed Professional Services Agreements for Special Magistrate Services with Davis & Associates, P.A. for attorney Keith Davis, with Wagner Legal Services for attorney Kevin Wagner, and with attorney B. Douglas MacGibbon.

MOTION:

Move to approve/disapprove the Professional Services Agreements for Special Magistrate Services with Davis & Associates, P.A. for attorney Keith Davis, Wagner Legal Services for attorney Kevin Wagner, and with attorney B. Douglas MacGibbon.

ATTACHMENT(S):

Fiscal Impact Analysis
Professional Services Agreements

FISCAL IMPACT ANALYSIS

Five Year Summary of Fiscal Impact:

Fiscal Years	2024	2025	2026	2027	2028
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)	80,000	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	Community Sustainability
Division	Code Enforcement
GL Description	Professional Services Legal
GL Account Number	160-2040-515-31-10
Project Number	N/A
Requested Funds	\$7,500
Remaining Balance	\$2,500
Source of Revenue (i.e. Paygo. Current Revenue, Bond Money, Grants, etc.)	Current Revenue

PROFESSIONAL SERVICES AGREEMENT
(Special Magistrate Services)

THIS AGREEMENT (“Agreement”) is entered into by and between the **City of Lake Worth Beach**, a Florida municipal corporation (“City”) and **Davis & Associates, P.A.**, a professional association authorized to do business in the State of Florida (“Special Magistrate”), effective this ____ day of _____, 20__.

RECITALS

WHEREAS, the City is in need of special magistrate services for its code enforcement hearings and other related hearings; and,

WHEREAS, Special Magistrate has notified the City of its interest to serve as a special magistrate for the City; and,

WHEREAS, the City Attorney reviewed the skill and experience of Special Magistrate and has determined that Special Magistrate is qualified to provide the special magistrate services to the City; and,

WHEREAS, the purpose of this Agreement is to set forth certain terms and conditions for the provision of the services to be provided by Special Magistrate 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 Special Magistrate agree as follows:

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

SECTION 2: SPECIAL MAGISTRATE’S SERVICES. Special Magistrate shall serve as a special magistrate for code enforcement hearings and other related hearings. The City will notify Special Magistrate of such hearings and the dates upon which the City seeks Special Magistrate to serve. At the conclusion of the hearings, the Special Magistrate shall render an order containing findings of fact, based on the evidence of record, and conclusions of law, and shall order proper relief consistent with the powers granted by Florida law. This is not an exclusive contract. The parties agree that Special Magistrate shall serve in an ex officio capacity if Special Magistrate serves other local governments as a special magistrate, and that such service to other local governments does not create duties inconsistent with serving as the special magistrate to the City.

SECTION 3: INDEPENDENT CONTRACTOR RELATIONSHIP.

a. No relationship of employer or employee is created by this Agreement, it being understood that Special Magistrate will act hereunder as an independent contractor and none of the Special Magistrate’s, officers, directors, employees, independent contractors, representatives or agents performing services for Special Magistrate 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 Special Magistrate 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.

b. The City and Special Magistrate each for itself, its employees and contractors, agree that upon entering this Agreement, no member of the City Commission, no City employee, no City consultant, or other person, including a respondent or respondent’s representative, shall have any ex parte communication with the Special Magistrate concerning any item before the Special Magistrate, or seek to influence, by any means, the

outcome of any matter which shall come before the Special Magistrate, except a proper hearing to which all parties have been given proper notice, or have waived such notice. This provision shall not apply to any City employee or contractor assigned to assist the Special Magistrate in the performance of strictly administrative or ministerial duties.

SECTION 4: TERM AND TERMINATION.

a. Term. The term of this Agreement is for three (3) years with two (2) one (1) year extensions. The extensions may be exercised by the City Manager on behalf of the City.

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

c. 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.

d. 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 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 Special Magistrate of such occurrence and either the City or Special Magistrate 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. City shall pay Special Magistrate for all services provided up to the date of termination.

SECTION 5: COMPENSATION.

a. Payments. The City agrees to compensate Special Magistrate for services provided in the amount of Two Hundred Fifty Dollars (\$250.00) per hour. The Special Magistrate shall not charge for travel time to and from the hearings.

b. Invoices. Special Magistrate shall render monthly invoices to the City for services that have been rendered in conformity with this Agreement in the previous month. Invoices will normally be paid within thirty (30) days following the City's receipt of the Special Magistrate's invoice, in accordance with the Local Government Prompt Payment Act. Invoices shall be submitted to:

City of Lake Worth Beach
Attn: Finance Department
7 N. Dixie Highway
Lake Worth Beach, FL 33460

SECTION 6: COMPLIANCE. The proceedings and duties of the Special Magistrate hereunder are pursuant to and shall be in accordance with Florida Statutes, including, but not limited to, Chapter 162, Florida Statutes, and the City's Charter and Code of Ordinances. 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 7: DISPUTE RESOLUTION, LAW, VENUE AND REMEDIES. All claims arising out of this Agreement or its breach shall be submitted first to mediation. The mediator shall be a Florida Supreme Court Certified Mediator. 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 8: 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 9: AUTHORITY TO PRACTICE. Special Magistrate hereby represents and warrants that he/she has and will continue to maintain all licenses and approvals required to conduct his/her business and provide the services required under this Agreement, and that he/she will at all times conduct his/her 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. In the event a legal conflict arises between Special Magistrate and any respondent, Special Magistrate shall immediately advise the City of such conflict, and shall recuse himself/herself and take no further action in the case.

SECTION 10: 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 11: PUBLIC ENTITY CRIMES. Special Magistrate 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 Special Magistrate will advise the City immediately if it becomes aware of any violation of this statute.

SECTION 12: NOTICE. All notices required in this Agreement shall be sent by certified mail, return receipt requested, or by nationally recognized overnight courier, and if sent to the CITY shall be sent to:

City of Lake Worth Beach

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

and if sent to the SPECIAL MAGISTRATE, shall be sent to:

Keith W. Davis, Esq.
Davis & Associates, P.A.
701 Northpoint Parkway, Suite 205
West Palm Beach, FL 33407
Email: keith@davislawteam.com

The foregoing names and addresses may be changed if such change is provided in writing to the other party.

SECTION 13: PUBLIC RECORDS. Special Magistrate shall comply with Florida's Public Records Act, Chapter 119, Florida Statutes (§119.0701), and, if determined to be acting on behalf of the City as provided under section 119.011(2), Florida Statutes, specifically agrees to:

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

IF SPECIAL MAGISTRATE HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE SPECIAL MAGISTRATE'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS OR DESIGNEE AT: ATTENTION CITY CLERK, (561) 586-1660 OR CITYCLERK@LAKEWORTH.ORG OR 7 NORTH DIXIE HIGHWAY, LAKE WORTH BEACH, FL 33460.

SECTION 14: ENTIRETY OF AGREEMENT. The City and Special Magistrate 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 15: 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 16: PREPARATION. This Agreement shall not be construed more strongly against either party regardless of who was more responsible for its preparation.

SECTION 17: 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 18: PALM BEACH COUNTY IG. In accordance with Palm Beach County ordinance number 2011-009, Special Magistrate acknowledges that this Agreement may be subject to investigation and/or audit by the Palm Beach County Inspector General. Special Magistrate has reviewed Palm Beach County ordinance number 2011-009 and is aware of his rights and/or obligations under such ordinance.

SECTION 19: SCRUTINIZED COMPANIES. As provided in Section 287.135, Florida Statutes, as amended from time to time, by entering into this Agreement, Special Magistrate certifies that it is not participating in a boycott of Israel. The City and Special Magistrate agree that the City will have the right to terminate this Agreement if Special Magistrate is found to have been placed on the Scrutinized Companies that Boycott Israel List or is engaged in a boycott of Israel. The Special Magistrate is under a continuing obligation for the term of this Agreement to immediately notify the City of any violation of this provision.

SECTION 20: E-VERIFY. Pursuant to Section 448.095(2), Florida Statutes, Special Magistrate shall:

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

b. Secure an affidavit from all sub-contractors (providing services or receiving funding under this Agreement) stating that the sub-contractor does not employ, contract with, or subcontract with unauthorized aliens;

c. Maintain copies of all sub-contractor affidavits for the duration of this Agreement;

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

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

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

IN WITNESS WHEREOF, the parties hereto have made and executed this Professional Services Agreement as of the day and year set forth below by the City.

ATTESTS:

CITY OF LAKE WORTH BEACH

By: _____
Melissa Ann 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

SPECIAL MAGISTRATE:
DAVIS & ASSOCIATES, P.A.

By:  _____
Keith W. Davis
Managing Shareholder

PROFESSIONAL SERVICES AGREEMENT
(Special Magistrate Services)

THIS AGREEMENT (“Agreement”) is entered into by and between the **City of Lake Worth Beach**, a Florida municipal corporation (“City”) and Wagner Legal Services (WLS), a PLLC with members licensed to practice in the State of Florida (“Special Magistrate”), effective this ____ day of _____, 2024.

RECITALS

WHEREAS, the City is in need of special magistrate services for its code enforcement hearings and other related hearings; and,

WHEREAS, Special Magistrate has notified the City of his/her interest to serve as a special magistrate; and,

WHEREAS, the City Attorney reviewed the skill and experience of Special Magistrate and has determined that Special Magistrate is qualified to provide the special magistrate services to the City; and,

WHEREAS, the purpose of this Agreement is to set forth certain terms and conditions for the provision of the services to be provided by Special Magistrate 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 Special Magistrate agree as follows:

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

SECTION 2: SPECIAL MAGISTRATE’S SERVICES. Special Magistrate shall serve as a special magistrate for code enforcement hearings and other related hearings. The City will notify Special Magistrate of such hearings and the dates upon which the City seeks Special Magistrate to serve. At the conclusion of the hearings, the Special Magistrate shall render an order containing findings of fact, based on the evidence of record, and conclusions of law, and shall order proper relief consistent with the powers granted by Florida law. This is not an exclusive contract. The parties agree that Special Magistrate shall serve in an ex officio capacity if Special Magistrate serves other local governments as a special magistrate, and that such service to other local governments does not create duties inconsistent with serving as the special magistrate to the City.

SECTION 3: INDEPENDENT CONTRACTOR RELATIONSHIP.

a. No relationship of employer or employee is created by this Agreement, it being understood that Special Magistrate will act hereunder as an independent contractor and none of the Special Magistrate’s, officers, directors, employees, independent contractors, representatives or agents performing services for Special Magistrate 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 Special Magistrate 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.

b. The City and Special Magistrate each for itself, its employees and contractors, agree that upon entering this Agreement, no member of the City Commission, no City employee, no City consultant, or other person, including a respondent or respondent’s representative, shall have any ex parte communication with the Special Magistrate concerning any item before the Special Magistrate, or seek to influence, by any means, the outcome of any matter which shall come before the Special Magistrate, except a proper hearing to which all

parties have been given proper notice, or have waived such notice. This provision shall not apply to any City employee or contractor assigned to assist the Special Magistrate in the performance of strictly administrative or ministerial duties.

SECTION 4: TERM AND TERMINATION.

a. Term. The term of this Agreement is for three (3) years with two (2) one (1) year extensions. The extensions may be exercised by the City Manager on behalf of the City.

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

c. 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.

d. 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 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 Special Magistrate of such occurrence and either the City or Special Magistrate 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. City shall pay Special Magistrate for all services provided up to the date of termination.

SECTION 5: COMPENSATION.

a. Payments. The City agrees to compensate Special Magistrate for services provided in the amount of Two Hundred Fifty Dollars (\$250.00) per hour. The Special Magistrate shall not charge for travel time to and from the hearings.

b. Invoices. Special Magistrate shall render monthly invoices to the City for services that have been rendered in conformity with this Agreement in the previous month. Invoices will normally be paid within thirty (30) days following the City's receipt of the Special Magistrate's invoice, in accordance with the Local Government Prompt Payment Act. Invoices shall be submitted to:

City of Lake Worth Beach
Attn: Finance Department
7 N. Dixie Highway
Lake Worth Beach, FL 33460

SECTION 6: COMPLIANCE. The proceedings and duties of the Special Magistrate hereunder are pursuant to and shall be in accordance with Florida Statutes, including, but not limited to, Chapter 162, Florida Statutes, and the City's Charter and Code of Ordinances. 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 7: DISPUTE RESOLUTION, LAW, VENUE AND REMEDIES. All claims arising out of this Agreement or its breach shall be submitted first to mediation. The mediator shall be a Florida Supreme Court Certified Mediator. 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 8: 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 9: AUTHORITY TO PRACTICE. Special Magistrate hereby represents and warrants that he/she has and will continue to maintain all licenses and approvals required to conduct his/her business and provide the services required under this Agreement, and that he/she will at all times conduct his/her 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. In the event a legal conflict arises between Special Magistrate and any respondent, Special Magistrate shall immediately advise the City of such conflict, and shall recuse himself/herself and take no further action in the case.

SECTION 10: 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 11: PUBLIC ENTITY CRIMES. Special Magistrate 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 Special Magistrate will advise the City immediately if it becomes aware of any violation of this statute.

SECTION 12: NOTICE. All notices required in this Agreement shall be sent by certified mail, return receipt requested, or by nationally recognized overnight courier, and if sent to the CITY shall be sent to:

City of Lake Worth Beach
Attn: City Manager

7 N. Dixie Highway
Lake Worth Beach, FL 33460

and if sent to the SPECIAL MAGISTRATE, shall be sent to:

Wagner Legal Services, PLLC
C/O Kevin Wagner
8129 Bautista Way
Palm Beach Gardens, FL 33418
Email: kevin.wagner@gmail.com

The foregoing names and addresses may be changed if such change is provided in writing to the other party.

SECTION 13: PUBLIC RECORDS. Special Magistrate shall comply with Florida's Public Records Act, Chapter 119, Florida Statutes (§119.0701), and, if determined to be acting on behalf of the City as provided under section 119.011(2), Florida Statutes, specifically agrees to:

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

IF SPECIAL MAGISTRATE HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE SPECIAL MAGISTRATE'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS OR DESIGNEE AT: ATTENTION CITY CLERK, (561) 586-1660 OR CITYCLERK@LAKEWORTH.ORG OR 7 NORTH DIXIE HIGHWAY, LAKE WORTH BEACH, FL 33460.

SECTION 14: ENTIRETY OF AGREEMENT. The City and Special Magistrate 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 15: 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 16: PREPARATION. This Agreement shall not be construed more strongly against either party regardless of who was more responsible for its preparation.

SECTION 17: 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 18: PALM BEACH COUNTY IG. In accordance with Palm Beach County ordinance number 2011-009, Special Magistrate acknowledges that this Agreement may be subject to investigation and/or audit by the Palm Beach County Inspector General. Special Magistrate has reviewed Palm Beach County ordinance number 2011-009 and is aware of his rights and/or obligations under such ordinance.

SECTION 19: SCRUTINIZED COMPANIES. As provided in Section 287.135, Florida Statutes, as amended from time to time, by entering into this Agreement, Special Magistrate certifies that it is not participating in a boycott of Israel. The City and Special Magistrate agree that the City will have the right to terminate this Agreement if Special Magistrate is found to have been placed on the Scrutinized Companies that Boycott Israel List or is engaged in a boycott of Israel. The Special Magistrate is under a continuing obligation for the term of this Agreement to immediately notify the City of any violation of this provision.

SECTION 20: E-VERIFY. Pursuant to Section 448.095(2), Florida Statutes, Special Magistrate shall:

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

b. Secure an affidavit from all sub-contractors (providing services or receiving funding under this Agreement) stating that the sub-contractor does not employ, contract with, or subcontract with unauthorized aliens;

c. Maintain copies of all sub-contractor affidavits for the duration of this Agreement;

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

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

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

IN WITNESS WHEREOF, the parties hereto have made and executed this Professional Services Agreement as of the day and year set forth below by the City.

ATTESTS:

CITY OF LAKE WORTH BEACH

By: _____
Melissa Ann 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

SPECIAL MAGISTRATE:

By: Kevin Wagner for WLS

Print Name: Kevin Wagner

PROFESSIONAL SERVICES AGREEMENT
(Special Magistrate Services)

THIS AGREEMENT ("Agreement") is entered into by and between the **City of Lake Worth Beach**, a Florida municipal corporation ("City") and B. Douglas MacGibbon, who is an attorney licensed to practice in the State of Florida ("Special Magistrate"), effective this ____ day of _____, 20__.

RECITALS

WHEREAS, the City is in need of special magistrate services for its code enforcement hearings and other related hearings; and,

WHEREAS, Special Magistrate has notified the City of his/her interest to serve as a special magistrate; and,

WHEREAS, the City Attorney reviewed the skill and experience of Special Magistrate and has determined that Special Magistrate is qualified to provide the special magistrate services to the City; and,

WHEREAS, the purpose of this Agreement is to set forth certain terms and conditions for the provision of the services to be provided by Special Magistrate 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 Special Magistrate agree as follows:

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

SECTION 2: SPECIAL MAGISTRATE'S SERVICES. Special Magistrate shall serve as a special magistrate for code enforcement hearings and other related hearings. The City will notify Special Magistrate of such hearings and the dates upon which the City seeks Special Magistrate to serve. At the conclusion of the hearings, the Special Magistrate shall render an order containing findings of fact, based on the evidence of record, and conclusions of law, and shall order proper relief consistent with the powers granted by Florida law. This is not an exclusive contract. The parties agree that Special Magistrate shall serve in an ex officio capacity if Special Magistrate serves other local governments as a special magistrate, and that such service to other local governments does not create duties inconsistent with serving as the special magistrate to the City.

SECTION 3: INDEPENDENT CONTRACTOR RELATIONSHIP.

a. No relationship of employer or employee is created by this Agreement, it being understood that Special Magistrate will act hereunder as an independent contractor and none of the Special Magistrate's, officers, directors, employees, independent contractors, representatives or agents performing services for Special Magistrate 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 Special Magistrate 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.

b. The City and Special Magistrate each for itself, its employees and contractors, agree that upon entering this Agreement, no member of the City Commission, no City employee, no City consultant, or other person, including a respondent or respondent's representative, shall have any ex parte communication with the Special Magistrate concerning any item before the Special Magistrate, or seek to influence, by any means, the

outcome of any matter which shall come before the Special Magistrate, except a proper hearing to which all parties have been given proper notice, or have waived such notice. This provision shall not apply to any City employee or contractor assigned to assist the Special Magistrate in the performance of strictly administrative or ministerial duties.

SECTION 4: TERM AND TERMINATION.

a. Term. The term of this Agreement is for three (3) years with two (2) one (1) year extensions. The extensions may be exercised by the City Manager on behalf of the City.

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

c. 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.

d. 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 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 Special Magistrate of such occurrence and either the City or Special Magistrate 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. City shall pay Special Magistrate for all services provided up to the date of termination.

SECTION 5: COMPENSATION.

a. Payments. The City agrees to compensate Special Magistrate for services provided in the amount of Two Hundred Fifty Dollars (\$250.00) per hour. The Special Magistrate shall not charge for travel time to and from the hearings.

b. Invoices. Special Magistrate shall render monthly invoices to the City for services that have been rendered in conformity with this Agreement in the previous month. Invoices will normally be paid within thirty (30) days following the City's receipt of the Special Magistrate's invoice, in accordance with the Local Government Prompt Payment Act. Invoices shall be submitted to:

City of Lake Worth Beach
Attn: Finance Department
7 N. Dixie Highway
Lake Worth Beach, FL 33460

SECTION 6: COMPLIANCE. The proceedings and duties of the Special Magistrate hereunder are pursuant to and shall be in accordance with Florida Statutes, including, but not limited to, Chapter 162, Florida Statutes, and the City's Charter and Code of Ordinances. 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 7: DISPUTE RESOLUTION, LAW, VENUE AND REMEDIES. All claims arising out of this Agreement or its breach shall be submitted first to mediation. The mediator shall be a Florida Supreme Court Certified Mediator. 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 8: 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 9: AUTHORITY TO PRACTICE. Special Magistrate hereby represents and warrants that he/she has and will continue to maintain all licenses and approvals required to conduct his/her business and provide the services required under this Agreement, and that he/she will at all times conduct his/her 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. In the event a legal conflict arises between Special Magistrate and any respondent, Special Magistrate shall immediately advise the City of such conflict, and shall recuse himself/herself and take no further action in the case.

SECTION 10: 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 11: PUBLIC ENTITY CRIMES. Special Magistrate 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 Special Magistrate will advise the City immediately if it becomes aware of any violation of this statute.

SECTION 12: NOTICE. All notices required in this Agreement shall be sent by certified mail, return receipt requested, or by nationally recognized overnight courier, and if sent to the CITY shall be sent to:

City of Lake Worth Beach

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

and if sent to the SPECIAL MAGISTRATE, shall be sent to:

B. Douglas MacGibbon, P.A.
141 Santa Monica Avenue
Royal Palm Beach, FL 33411
vancedoney@yahoo.com

The foregoing names and addresses may be changed if such change is provided in writing to the other party.

SECTION 13: PUBLIC RECORDS. Special Magistrate shall comply with Florida's Public Records Act, Chapter 119, Florida Statutes (§119.0701), and, if determined to be acting on behalf of the City as provided under section 119.011(2), Florida Statutes, specifically agrees to:

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

IF SPECIAL MAGISTRATE HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE SPECIAL MAGISTRATE'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS OR DESIGNEE AT: ATTENTION CITY CLERK, (561) 586-1660 OR CITYCLERK@LAKEWORTH.ORG OR 7 NORTH DIXIE HIGHWAY, LAKE WORTH BEACH, FL 33460.

SECTION 14: ENTIRETY OF AGREEMENT. The City and Special Magistrate 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 15: 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 16: PREPARATION. This Agreement shall not be construed more strongly against either party regardless of who was more responsible for its preparation.

SECTION 17: 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 18: PALM BEACH COUNTY IG. In accordance with Palm Beach County ordinance number 2011-009, Special Magistrate acknowledges that this Agreement may be subject to investigation and/or audit by the Palm Beach County Inspector General. Special Magistrate has reviewed Palm Beach County ordinance number 2011-009 and is aware of his rights and/or obligations under such ordinance.

SECTION 19: SCRUTINIZED COMPANIES. As provided in Section 287.135, Florida Statutes, as amended from time to time, by entering into this Agreement, Special Magistrate certifies that it is not participating in a boycott of Israel. The City and Special Magistrate agree that the City will have the right to terminate this Agreement if Special Magistrate is found to have been placed on the Scrutinized Companies that Boycott Israel List or is engaged in a boycott of Israel. The Special Magistrate is under a continuing obligation for the term of this Agreement to immediately notify the City of any violation of this provision.

SECTION 20: E-VERIFY. Pursuant to Section 448.095(2), Florida Statutes, Special Magistrate shall:

- a. Register with and use the E-Verify system to verify the work authorization status of all newly hired employees and require all sub-contractors (providing services or receiving funding under this Agreement) to register with and use the E-Verify system to verify the work authorization status of all the sub-contractor's newly hired employees;
- b. Secure an affidavit from all sub-contractors (providing services or receiving funding under this Agreement) stating that the sub-contractor does not employ, contract with, or subcontract with unauthorized aliens;
- c. Maintain copies of all sub-contractor affidavits for the duration of this Agreement;
- d. Comply fully, and ensure all of its subcontractors comply fully, with Section 448.095, Florida Statutes;
- e. Be aware that a violation of Section 448.09, Florida Statutes (Unauthorized aliens; employment prohibited) shall be grounds for termination of this Agreement; and
- f. Be aware that if the City terminates this Agreement under Section 448.095(2)(c), Florida Statutes, Special Magistrate may not be awarded a public contract for at least one (1) year after the date on which this Agreement is terminated and will be liable for any additional costs incurred by the City as a result of termination of this Agreement.

IN WITNESS WHEREOF, the parties hereto have made and executed this Professional Services Agreement as of the day and year set forth below by the City.

ATTESTS:

CITY OF LAKE WORTH BEACH

By: _____
Melissa Ann Coyne, MMC, City Clerk

By: _____
Betty Resch, Mayor

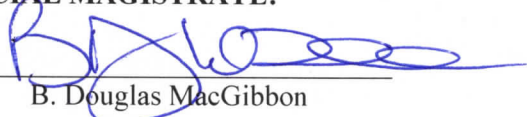
APPROVED AS TO FORM AND
LEGAL SUFFICIENCY:

APPROVED FOR FINANCIAL
SUFFICIENCY

By: _____
Glen J. Torcivia, City Attorney

By: _____
Yannick Ngendahayo, Financial Services
Director

SPECIAL MAGISTRATE:

By: 
B. Douglas MacGibbon

STAFF REPORT REGULAR MEETING

AGENDA DATE: February 6, 2024

DEPARTMENT: Public Works

TITLE:

Purchase Order with Alan Jay Fleet Services for the procurement of fleet replacement vehicles.

SUMMARY:

The Purchase Order with Alan Jay Fleet authorizes the City to purchase three (3) GMC Sierra 2500HD Crew Cab 4WD 8' Bed Work Trucks, one (1) GMC Sierra 2500HD Crew Cab 4WD 6.5' Bed Work Truck, one (1) GMC Sierra 1500 Crew Cab 4WD 5.5' Bed Work Truck, one (1) GMC Sierra 1500 Crew Cab 2WD 5.5' Bed Work Truck, and one (1) Chevy Colorado Crew Cab 2WD 5' Bed Work Truck for the Fleet Division at a cost not to exceed \$376,693.00.

BACKGROUND AND JUSTIFICATION:

The Fleet Maintenance Division is actively engaged in the maintenance, repair and replacement of City fleet vehicles. As part of the Fleet Replacement Master Schedule and in response to requests for additional vehicles to accommodate staff increases, the following vehicles have been scheduled for replacement or right-sizing to maintain an efficient fleet:

Purchase	Department	Current Vehicle	Replacement Vehicle	Cost
1	Water Utilities	2006 Chevrolet Colorado	2024 CMC Sierra 1500	\$48,771.00
2	Water Utilities	2016 GMC 2500 HD	2024 GMC Sierra 2500 HD	\$67,238.00
3	Water Utilities	2007 GMC 2500 HD	2024 GMC Sierra 2500 HD	\$65,478.00
4	Leisure Services	NA	2024 GMC Sierra HD 2500	\$52,020.00
5	Public Works	2006 Chevrolet Colorado	2024 GMC Sierra 1500	\$47,714.00
6	Public Works	2006 Ford F250	2024 Chevy Colorado	\$32,499.00
7	Water Utilities	2015 GMC Sierra	2024 GMC Sierra HD	\$62,973.00

The vehicles are being purchased through the Sourcewell Cooperative Purchase Contract # 2024 091521-NAF & 060920-NAF authorized vendor Alan Jay Fleet Sales. \$376,693.00

Project GV2303 funds totaling \$116,009.00 will be utilized to purchase vehicles 1 and 2.

Project AP2408 funds totaling \$197,711.00 will be utilized to purchase vehicles 3, 4,5, and 6.

Water operating funds totaling \$62,973.00 will be utilized to purchase vehicle 7. Operating funds from Water were initially budgeted for new equipment "Thompson Pump 6inch" which will no longer be needed for FY24.

MOTION:

Move to approve/disapprove the Purchase Order with Allen Jay Fleet Sales at a cost not to exceed \$376,693.00.

ATTACHMENT(S):

Fiscal Impact Analysis

- Quote 1 - GMC Sierra 2500 HD
- Quote 2 - GMC Sierra 2500 HD
- Quote 3 - GMC Sierra 2500 HD
- Quote 4 - GMC Sierra 1500
- Quote 5 - GMC Sierra 1500
- Quote 6 - Chevy Colorado
- Quote 7 – GMC Sierra 2500 HD

FISCAL IMPACT ANALYSIS

Five Year Summary of Fiscal Impact:

Fiscal Years	2024	2025	2026	2027	2028
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)	\$376,693.00	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	Garage Fund/ Fleet
Division	Non-Departmental
GL Description	Machinery & Equipment
GL Account Number	530-9010-549-64-30
Project Number	GV2303/AP2408
Requested Funds	\$313,720.00
Remaining Balance	\$4,941.00
Source of Revenue (i.e. Paygo. Current Revenue, Bond Money, Grants, etc.)	NA
Contract Award - Existing Appropriation (Budgeted)	
	Expenditure
Department	Water Fund
Division	Water Distribution
GL Description	Machinery & Equipment / Vehicles
GL Account Number	402-7034-533.64-30
Project Number	N/A
Requested Funds	\$62,973.00
Remaining Balance	\$0.00
Source of Revenue (i.e. Paygo. Current Revenue, Bond Money, Grants, etc.)	Paygo/ Current Revenues



Awarded Contract

Call Us first, for all of your Fleet Automotive, & Light Truck needs.

Quote

PHONE (800) ALANJAY (252-6529)		DIRECT 863-385-9610	WWW.ALANJAY.COM	51398-1
Corporate Office	2003 U.S. 27 South Sebring, FL 33870	MOBILE 904-838-4999	Mailing Address	P.O. BOX 9200 Sebring, FL 33871-9200
		FAX 863-402-4221		

ORIGINAL QUOTE DATE
1/5/2024

QUICK QUOTE SHEET

REVISED QUOTE DATE
1/15/2024

REQUESTING AGENCY	LAKE WORTH, CITY OF		
CONTACT PERSON	MICHAEL PIERCE	EMAIL	MPIERCE@LAKEWORTHBEACHFL.GOV
PHONE	561-586-1720	MOBILE	FAX

SOURCEWELL (FORMERLY NJPA) CONTRACT # 2024 091521-NAF & 06 www.NationalAutoFleetGroup.com

MODEL	14C43 2WT	MSRP	\$31,095.00
	2024 CHEVY COLORADO CREW CAB 2WD 5' BED WORK TRUCK 131.36"WB		
CUSTOMER ID	INCREMENTAL ALLOCATION Q2 '24	NJPA PRICE	\$30,559.00

BED LENGTH 5' BED

** All vehicles will be ordered white w/ darkest interior unless clearly stated otherwise on purchase order.

FACTORY OPTIONS

DESCRIPTION

GAZ	Summit White	\$0.00
H1T	Jet Black, Cloth seat trim	\$0.00
L2R	Engine, 2.7L Turbo	\$0.00
N8R	Transmission, 8-speed automatic	\$0.00
2WT	OPTIONS Work Truck Preferred Equipment Group	\$0.00
A28	Window, rear-sliding, manual	\$0.00
A2X	Seat adjuster, driver 8-way power	\$0.00
A50	Seats, front bucket	\$0.00
A91	Tailgate, remote locking, (locks and unlocks with key fob)	\$0.00
AL9	Seat adjuster, power driver lumbar control	\$0.00
BDR	Locking cylinder Tailgate, keyed cylinder lock	\$0.00
BPC	StowFlex Tailgate, storage compartment, lockable	\$0.00
C49	Defogger, rear-window electric	\$0.00
C59	Air vents, rear	\$0.00
CHN	GVWR, 5800 lbs. (2631 kg)	\$0.00
D07	Console, floor	\$0.00
FE9	Emissions, Federal requirements	\$0.00
GU6	Rear axle, 3.42 ratio	\$0.00
K34	Cruise control, electronic, automatic	\$0.00
PCU	WT Convenience Package II	\$545.00
PCY	WT Convenience Package	\$415.00
PPA	Tailgate, EZ-Lift and Lower	\$0.00
QDC	Tire, compact spare T175/90D18, blackwall	\$0.00
URL	11.3" diagonal advanced color LCD display with Google built-in	\$0.00

FACTORY OPTIONS \$960.00

CONTRACT OPTIONS

DESCRIPTION

NEW-TAG-CITY	New CITY tag Includes temp tag & two way overnight shipping for signature.	\$245.00
HD SOB SH	HD Scorpion spray on bed liner (short bed) under rail.	\$735.00

CONTRACT OPTIONS \$980.00

SOURCEWELL (FORMERLY NJPA) CONTRACT # 2024 091521-NAF & 06 www.NationalAutoFleetGroup.com

TRADE IN

TOTAL COST

\$32,499.00

YES WE TAKE TRADE INS ~~~ ASK ABOUT MUNICIPAL FINANCING ~~~

\$0.00

TOTAL COST LESS TRADE IN(S)

QTY

1

\$32,499.00

Estimated Annual payments for 60 months paid in advance: \$7,278.44

Municipal finance for any essential use vehicle, requires lender approval, WAC.

Comments

QUOTE SUBJECT TO FACTORY ORDER ACCEPTANCE or 30 DAYS

VEHICLE QUOTED BY

CHRISTY SELF

GOVERNMENT ACCOUNT MANAGER christy.self@alanjay.com

"I Want to be Your Fleet Provider"

I appreciate the opportunity to submit this quotation. Please review it carefully. If there are any errors or changes, please feel free to contact me at any time. I am always happy to be of assistance.



Alan Jay Fleet

Ashlee Wilson | 863-402-4234 | ashlee.wilson@alanjay.com

Vehicle: [Fleet] 2024 Chevrolet Colorado (14C43) 2WD Crew Cab WT (Complete)



Note:Photo may not represent exact vehicle or selected equipment.

Window Sticker

SUMMARY

[Fleet] 2024 Chevrolet Colorado (14C43) 2WD Crew Cab WT

MSRP:\$29,500.00

Interior:Jet Black, Cloth seat trim

Exterior 1:Summit White

Exterior 2:No color has been selected.

Engine, 2.7L Turbo

Transmission, 8-speed automatic

OPTIONS

CODE	MODEL	MSRP
14C43	[Fleet] 2024 Chevrolet Colorado (14C43) 2WD Crew Cab WT	\$29,500.00
OPTIONS		
2WT	Work Truck Preferred Equipment Group	\$0.00
A28	Window, rear-sliding, manual	Inc.
A2X	Seat adjuster, driver 8-way power	Inc.
A50	Seats, front bucket	\$0.00
A91	Tailgate, remote locking, (locks and unlocks with key fob)	Inc.
AL9	Seat adjuster, power driver lumbar control	Inc.
BDR	Locking cylinder Tailgate, keyed cylinder lock	Inc.
BPC	StowFlex Tailgate, storage compartment, lockable	Inc.

This document contains information considered Confidential between GM and its Clients uniquely. The information provided is not intended for public disclosure. Prices, specifications, and availability are subject to change without notice, and do not include certain fees, taxes and charges that may be required by law or vary by manufacturer or region. Performance figures are guidelines only, and actual performance may vary. Photos may not represent actual vehicles or exact configurations. Content based on report preparer's input is subject to the accuracy of the input provided.

Data Version: 21206. Data Updated: Dec 13, 2023 6:41:00 PM PST.



Alan Jay Fleet

Ashlee Wilson | 863-402-4234 | ashlee.wilson@alanjay.com

Vehicle: [Fleet] 2024 Chevrolet Colorado (14C43) 2WD Crew Cab WT (Complete)

C49	Defogger, rear-window electric	Inc.	
C59	Air vents, rear	Inc.	
CHN	GVWR, 5800 lbs. (2631 kg)		\$0.00
D07	Console, floor	Inc.	
FE9	Emissions, Federal requirements		\$0.00
GAZ	Summit White		\$0.00
GU6	Rear axle, 3.42 ratio		\$0.00
H1T	Jet Black, Cloth seat trim		\$0.00
K34	Cruise control, electronic, automatic	Inc.	
L2R	Engine, 2.7L Turbo		\$0.00
N8R	Transmission, 8-speed automatic		\$0.00
PCU	WT Convenience Package II		\$545.00
PCY	WT Convenience Package		\$415.00
PPA	Tailgate, EZ-Lift and Lower	Inc.	
QDC	Tire, compact spare T175/90D18, blackwall		\$0.00
URL	11.3" diagonal advanced color LCD display with Google built-in		\$0.00

SUBTOTAL	\$30,460.00
Adjustments Total	\$0.00
Destination Charge	\$1,595.00
TOTAL PRICE	\$32,055.00

FUEL ECONOMY

Est City:20 (2023) MPG

Est Highway:25 (2023) MPG

Est Highway Cruising Range:535.00 mi

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Data Version: 21206. Data Updated: Dec 13, 2023 6:41:00 PM PST.



Alan Jay Fleet

Ashlee Wilson | 863-402-4234 | ashlee.wilson@alanjay.com

Vehicle: [Fleet] 2024 Chevrolet Colorado (14C43) 2WD Crew Cab WT (Complete)

Standard Equipment

Package

Chevy Safety Assist includes (UHY) Automatic Emergency Braking, (UKT) Front Pedestrian and Bicyclist Braking, (UHX) Lane Keep Assist with Lane Departure Warning, (UE4) Following Distance Indicator - (Requires a future software update), (UEU) Forward Collision Alert and (TQ5) IntelliBeam (Beginning at the start of production, certain vehicles will not be equipped with (UE4) Following Distance Indicator functionality which will require a future software update to function.)

Mechanical

Engine, 2.7L Turbo (237 hp [177 kW] @ 5600 rpm, 260 lb-ft of torque [350 Nm] @ 1200-4000 rpm) (STD) (Requires (N8R) 8-speed Transmission.)

Transmission, 8-speed automatic (STD) (Included with (L2R) 2.7L Turbo Engine.)

Rear axle, 3.42 ratio

GVWR, 5800 lbs. (2631 kg) (STD) (Requires (L2R) 2.7L Turbo engine.)

Engine control, stop/start system disable button

Engine air filtration monitor

Push Button Start

Automatic Stop/Start

Rear wheel drive

Battery, AGM, 800 cold-cranking amps with 80 amp hour rating, 12V

Generator, 170 amp (Not available with (Z82) Trailering Package.)

Radiator Grille Shutters, automatic

Vehicle health management, provides advanced warning of vehicle issues

Hitch Guidance dynamic single line to aid in truck trailer alignment for hitching

Frame, fully-boxed

Pickup box

Brakes, 4-wheel antilock, 4-wheel disc

Capless fuel fill

Exterior

Wheels, 17" X 8.0" (43.2 cm x 20.3 cm), Ultra Silver Metallic steel

Tires, 255/65R17 all-season, blackwall

Tire, compact spare T175/90D18, blackwall (STD) (Requires (RTI) 18" x 4.5" (46.7cm x 11.4cm) steel, compact wheel.)

Wheel, Compact Spare, 18" x 4.5" (45.7 cm x 11.4 cm) steel (Requires (L2R) 2.7L Turbo engine.)

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Data Version: 21206. Data Updated: Dec 13, 2023 6:41:00 PM PST.



Alan Jay Fleet

Ashlee Wilson | 863-402-4234 | ashlee.wilson@alanjay.com

Vehicle: [Fleet] 2024 Chevrolet Colorado (14C43) 2WD Crew Cab WT (Complete)

Exterior

- CornerStep, rear bumper
- Moldings, Black beltline
- Headlamps, halogen with automatic exterior lamp control
- IntelliBeam, automatic high beam on/off
- Headlamp control, automatic on and off with automatic delay
- Cargo box light, back of cab
- Mirrors, outside power-adjustable
- Mirror caps, molded with color (Not available with (B26) Safety Package.)
- Glass, deep-tinted
- Glass, solar glazing front side windows
- Glass, privacy glazing rear side windows
- Windshield, solar absorbing
- Door handles, Black
- Tailgate handle, Black

Entertainment

- 11.3" diagonal advanced color LCD display with Google built-in compatibility including navigation capability, connected apps, personalized profiles for each driver's settings, Natural Voice Recognition and Phone Integration for Wireless Apple CarPlay/Wireless Android Auto for compatible phones (STD) (Terms and limitations apply.)
- Audio system feature, 6-speaker system
- SiriusXM Radio enjoy a Platinum Plan trial subscription with over 150 channels including commercial-free music, plus sports, news and entertainment. Plus listening on the SiriusXM app, online and at home on compatible connected devices is included, so you'll hear the best SiriusXM has to offer, anywhere life takes you. Welcome to the world of SiriusXM. (IMPORTANT: The SiriusXM radio trial package is not provided on vehicles that are ordered for Fleet Daily Rental ("FDR") use. If you decide to continue service after your trial, the subscription plan you choose will automatically renew thereafter and you will be charged according to your chosen payment method at then-current rates. Fees and taxes apply. See the SiriusXM Customer Agreement at www.siriusxm.com for complete terms and how to cancel. All fees, content, features, and availability are subject to change.)
- Wireless phone projection, for Apple CarPlay and Android Auto
- Chevrolet Connected Services capable (Terms and limitations apply. See onstar.com or dealer for details.)

Interior


- Seats, front bucket (STD)
- Seat trim, Cloth

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 Data Version: 21206. Data Updated: Dec 13, 2023 6:41:00 PM PST.



Alan Jay Fleet

Ashlee Wilson | 863-402-4234 | ashlee.wilson@alanjay.com

Vehicle: [Fleet] 2024 Chevrolet Colorado (14C43) 2WD Crew Cab WT ( Complete)

Interior

- Seat adjuster, driver 6-way manual
- Seat adjuster, passenger 4-way manual
- Seat, rear 60/40 split-folding bench with storage
- Storage compartment, front, without cover
- Floor covering, color-keyed carpeting
- Steering column, tilt, manual
- Steering wheel, urethane
- Steering wheel controls, mounted audio controls
- Speedometer, miles/kilometers
- Driver Information Center, 11" diagonal fully-digital display
- Windows, power front, driver express down
- Window, power front, passenger express down
- Windows, power rear, express down
- Door locks, power
- Remote Keyless Entry
- Theft-deterrent system, unauthorized entry
- USB Ports, 2 (first row) located on console
- Power outlet, 12-volt located in center console bin
- Air conditioning, single-zone manual climate control
- Heater, air conditioning duct, rear passenger
- Handles, door release, front and rear, Jet Black
- Mirror, inside rearview manual day/night
- Visors, driver and front passenger vanity mirrors
- Lighting, interior, center dome
- Lighting, interior
- Chevrolet Connected Access capable (Subject to terms. See onstar.com or dealer for details.)

Safety-Mechanical

- Automatic Emergency Braking
- Front Pedestrian and Bicyclist Braking

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Vehicle: [Fleet] 2024 Chevrolet Colorado (14C43) 2WD Crew Cab WT (Complete)

Safety-Mechanical

StabiliTrak, stability control system with Proactive Roll Avoidance and traction control includes electronic trailer sway control and hill start assist

Hitch View

Safety-Exterior

Daytime Running Lamps, Halogen

Safety-Interior

Airbags, Dual-stage frontal airbags for driver and front passenger; Seat-mounted side-impact airbags for driver and front outboard passenger; Head-curtain airbags for front and rear outboard seating positions; Includes front outboard Passenger Sensing System for frontal passenger airbag (Always use seat belts and child restraints. Children are safer when properly secured in a rear seat in the appropriate child restraint. See the Owner's Manual for more information.)

Front outboard Passenger Sensing System for frontal outboard passenger airbag (Always use seat belts and child restraints. Children are safer when properly secured in a rear seat in the appropriate child restraint. See the Owner's Manual for more information.)

OnStar and Chevrolet connected services capable (Terms and limitations apply. See onstar.com or dealer for details.)

HD Rear Vision Camera (Not available with (CWM) Technology Package.)

Lane Keep Assist with Lane Departure Warning

Forward Collision Alert

Following Distance Indicator - (Requires a future software update) (Beginning at the start of production, Certain vehicles will not be equipped with (UE4) Following Distance Indicator functionality which will require a future software update to function.)

LED Reflective Windshield Collision Alert

Seat Belt, Black

Teen Driver a configurable feature that lets you activate customizable vehicle settings associated with a key fob, to help encourage safe driving behavior. It can limit certain available vehicle features, and it prevents certain safety systems from being turned off. It includes the Buckle-to-Drive feature which prevents the driver from shifting from Park for up to 20 seconds if the driver's seat belt is not buckled. An in-vehicle report card gives you information on driving habits and helps you to continue to coach your new driver

Door locks, rear child security

Rear Seat Reminder

Rear Seat Belt Indicator

Buckle to Drive prevents vehicle from being shifted out of Park until driver seat belt is fastened; times out after 20 seconds and encourages seat belt use, can be turned on and off in Settings menu (Not available with (T4Z) Buckle To Drive.)

Tire Fill Alert provides an audible indication when tire pressure is added to a tire that is low. Aids to achieve optimal tire pressure


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Vehicle: [Fleet] 2024 Chevrolet Colorado (14C43) 2WD Crew Cab WT ( Complete)

Safety-Interior

Tire Pressure Monitoring System (does not apply to spare tire)

Years of OnStar Remote Access. The OnStar Remote Access Plan gives you simplified remote control of your properly equipped vehicle and unlocks a variety of great features in your myChevrolet mobile app. See dealer for details. (OnStar Remote Access Plan does not include emergency or security services. Fleet customers will get Fleet Remote Access through OnStar Vehicle Insights. See onstar.com for details and limitations. Available on select Apple and Android devices. Service availability, features and functionality vary by vehicle, device, and the plan you are enrolled in. Terms apply. Device data connection required.)

WARRANTY

Basic Years: 3

Basic Miles/km: 36,000

Drivetrain Years: 5

Drivetrain Miles/km: 60,000

Drivetrain Note: Certain commercial, government, and qualified fleet vehicles: 5 years/100,000 miles

Corrosion Years (Rust-Through): 6

Corrosion Years: 3

Corrosion Miles/km (Rust-Through): 100,000

Corrosion Miles/km: 36,000

Roadside Assistance Years: 5

Roadside Assistance Miles/km: 60,000

Roadside Assistance Note: Certain commercial, government, and qualified fleet vehicles: 5 years/100,000 miles

Maintenance Note: First Visit: 12 Months/12,000 Miles

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Vehicle: [Fleet] 2024 Chevrolet Colorado (14C43) 2WD Crew Cab WT (Complete)

Technical Specifications

Chassis

Weight Information

Standard Weight - Front	0.00 lbs	Standard Weight - Rear	0.00 lbs
Base Curb Weight	N/A	Gross Axle Wt Rating - Front	3500 lbs
Gross Axle Wt Rating - Rear	3600 lbs	Curb Weight - Front	2311 lbs
Curb Weight - Rear	1853 lbs	Option Weight - Front	0.00 lbs
Option Weight - Rear	0.00 lbs	Reserve Axle Capacity - Front	1189.00 lbs
Reserve Axle Capacity - Rear	1747.00 lbs	As Spec'd Curb Weight	4164.00 lbs
As Spec'd Payload	1636.00 lbs	Maximum Payload Capacity	1636.00 lbs
Gross Combined Wt Rating	8700 lbs	Gross Axle Weight Rating	7100.00 lbs
Curb Weight	4164.00 lbs	Reserve Axle Capacity	2936.00 lbs
Total Option Weight	0.00 lbs	Payload Weight Front	0 lbs
Payload Weight Rear	0 lbs	Gross Vehicle Weight Rating	5800.00 lbs

Trailerling

Dead Weight Hitch - Max Trailer Wt.	N/A	Dead Weight Hitch - Max Tongue Wt.	N/A
Wt Distributing Hitch - Max Trailer Wt.	3500 lbs	Wt Distributing Hitch - Max Tongue Wt.	350 lbs
Fifth Wheel Hitch - Max Trailer Wt.	N/A	Fifth Wheel Hitch - Max Tongue Wt.	N/A
Maximum Trailerling Capacity	3500 lbs		

Frame

Frame Type	Fully-boxed	Sect Modulus Rails Only	N/A
Frame RBM	N/A	Frame Strength	N/A
Frame Thickness	N/A		

Suspension

Suspension Type - Front	Independent	Suspension Type - Rear	2-Stage Multi-Leaf
Spring Capacity - Front	3500 lbs	Spring Capacity - Rear	3600 lbs
Axle Type - Front	N/A	Axle Type - Rear	N/A
Axle Capacity - Front	3500 lbs	Axle Capacity - Rear	3600 lbs
Axle Ratio (:1) - Front	N/A	Axle Ratio (:1) - Rear	3.42

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Vehicle: [Fleet] 2024 Chevrolet Colorado (14C43) 2WD Crew Cab WT (Complete)

Chassis

Suspension

Shock Absorber Diameter - Front	N/A	Shock Absorber Diameter - Rear	N/A
Stabilizer Bar Diameter - Front	N/A	Stabilizer Bar Diameter - Rear	N/A

Tires

Front Tire Order Code	QHR	Rear Tire Order Code	QHR
Spare Tire Order Code	QDC	Front Tire Size	255/65R17
Rear Tire Size	255/65R17	Spare Tire Size	T175/90D18
Front Tire Capacity	N/A	Rear Tire Capacity	N/A
Spare Tire Capacity	N/A	Revolutions/Mile @ 45 mph - Front	N/A
Revolutions/Mile @ 45 mph - Rear	N/A	Revolutions/Mile @ 45 mph - Spare	N/A

Wheels

Front Wheel Size	17 x 8 in	Rear Wheel Size	17 x 8 in
Spare Wheel Size	18 x 4.5 in	Front Wheel Material	Steel
Rear Wheel Material	Steel	Spare Wheel Material	Steel

Steering

Steering Type	Electric Rack & Pinion	Steering Ratio (:1), Overall	N/A
Steering Ratio (:1), On Center	N/A	Steering Ratio (:1), At Lock	N/A
Turning Diameter - Curb to Curb	N/A	Turning Diameter - Wall to Wall	N/A

Brakes

Brake Type	Pwr	Brake ABS System	4-Wheel
Brake ABS System (Second Line)	N/A	Disc - Front (Yes or)	Yes
Disc - Rear (Yes or)	Yes	Front Brake Rotor Diam x Thickness	13.4 x -TBD- in
Rear Brake Rotor Diam x Thickness	13.3 x -TBD- in	Drum - Rear (Yes or)	N/A
Rear Drum Diam x Width	N/A		

Fuel Tank

Fuel Tank Capacity, Approx	21.4 gal	Aux Fuel Tank Capacity, Approx	N/A
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Vehicle: [Fleet] 2024 Chevrolet Colorado (14C43) 2WD Crew Cab WT (Complete)

Chassis

Fuel Tank

Fuel Tank Location	N/A	Aux Fuel Tank Location	N/A
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Dimensions

Interior Dimensions

Passenger Capacity	5	Front Head Room	40.29 in
Front Leg Room	45.17 in	Front Shoulder Room	57.4 in
Front Hip Room	54.71 in	Second Head Room	38.28 in
Second Leg Room	34.7 in	Second Shoulder Room	56.13 in
Second Hip Room	53.09 in		

Exterior Dimensions

Wheelbase	131.36 in	Length, Overall w/o rear bumper	N/A
Length, Overall w/rear bumper	N/A	Length, Overall	213.02 in
Width, Max w/o mirrors	74.91 w/Mirrors Folded, 84.4 w/Mirrors in	Height, Overall	78.79 in
Overhang, Front	34.51 in	Overhang, Rear w/o bumper	47.11 in
Front Bumper to Back of Cab	N/A	Cab to Axle	23.4 in
Cab to End of Frame	N/A	Ground to Top of Load Floor	N/A
Ground to Top of Frame	N/A	Frame Width, Rear	N/A
Ground Clearance, Front	7.9 in	Ground Clearance, Rear	7.9 in
Body Length	0.00 ft	Cab to Body	N/A

Cargo Area Dimensions

Cargo Box Length @ Floor	61.7 in	Cargo Box Width @ Top, Rear	N/A
Cargo Box Width @ Floor	58.8 in	Cargo Box Width @ Wheelhousings	45.5 in
Cargo Box (Area) Height	N/A	Tailgate Width	N/A
Cargo Volume	41.9 ft ³	Ext'd Cab Cargo Volume	N/A

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Awarded Contract

Call Us first, for all of your Fleet Automotive, & Light Truck needs.

Quote

PHONE (800) ALANJAY (252-6529)		DIRECT 863-385-9610	WWW.ALANJAY.COM	51370-2
Corporate Office	2003 U.S. 27 South Sebring, FL 33870	MOBILE 904-838-4999	Mailing Address	P.O. BOX 9200 Sebring, FL 33871-9200
		FAX 863-402-4221		

ORIGINAL QUOTE DATE
1/4/2024

QUICK QUOTE SHEET

REVISED QUOTE DATE
1/15/2024

REQUESTING AGENCY	LAKE WORTH, CITY OF		
CONTACT PERSON	MICHAEL PIERCE	EMAIL	MPIERCE@LAKEWORTHBEACHFL.GOV
PHONE	561-586-1720	MOBILE	FAX

SOURCEWELL (FORMERLY NJPA) CONTRACT # 2024 091521-NAF & 06 www.NationalAutoFleetGroup.com

MODEL	TK20943 1SA	MSRP	\$51,100.00
2024 GMC SIERRA 2500HD CREW CAB 4WD 8' BED WORK TRUCK			
CUSTOMER ID	S.C. Stock Unit	NJPA PRICE	\$48,720.00
BED LENGTH	8' BED		

** All vehicles will be ordered white w/ darkest interior unless clearly stated otherwise on purchase order.

FACTORY OPTIONS	DESCRIPTION	
GAZ	Summit White	\$0.00
H2G	Jet Black, Vinyl seat trim	\$0.00
L8T	Engine, 6.6L V8	\$0.00
MKM	Transmission, Allison 10-Speed automatic	\$0.00
1SA	OPTIONS Pro Preferred Equipment Group	\$0.00
AKO	Glass, deep-tinted	\$0.00
AZ3	Seats, front 40/20/40 split-bench	\$0.00
C49	Defogger, rear-window electric	\$0.00
DBG	Mirrors, outside power-adjustable vertical trailing	\$0.00
E63	Pickup bed	\$0.00
FE9	Emissions, Federal requirements	\$0.00
GT4	Rear axle, 3.73 ratio	\$0.00
IOR	Audio system, GMC Infotainment System with 7" diagonal color touch-screen	\$0.00
JGF	GVWR, 10,650 lbs. (4831 kg)	\$0.00
JL1	Trailer brake controller, integrated	\$275.00
K34	Cruise control, steering wheel-mounted	\$0.00
KC9	Power outlet, bed mounted, 120-volt	\$0.00
KI4	Power outlet, instrument panel, 120-volt	\$225.00
PCI	Convenience Package	\$1,135.00
PYN	Wheels, 17" (43.2 cm) painted steel, Silver	\$0.00
QHQ	Tires, LT245/75R17E all-season, blackwall	\$0.00
QT5	Tailgate, gate function manual with EZ Lift	\$0.00
UF2	LED Cargo Area Lighting	\$0.00
VK3	License plate kit, front, Incandescent lighting	\$0.00
RVQ	LPO, Black tubular assist steps, 6" rectangular	\$790.00
ZHQ	Tire, spare LT245/75R17E all-season, blackwall	\$0.00
FACTORY OPTIONS		\$2,425.00

SOURCEWELL (FORMERLY NJPA) CONTRACT # 2024 091521-NAF & 06 www.NationalAutoFleetGroup.com

CONTRACT OPTIONS	DESCRIPTION	
LTE BED	BED CREDIT TO REMOVE FACTORY PICK UP BOX	(\$300.00)
LTE 696J	Knapheide 8' SRW utility body for 56" CA (Includes 2nd Stage MSO, Weight Slip, & Completed Vehicle Certification.)	\$11,244.00
LTE CAM	REMOVE / REINSTALL FACTORY BACK UP CAMERA FROM FACTORY TAILGATE TO BE INSTALLED ON UTILITY BODY	\$234.00
LTE 7 WIRE	FACTORY TRAILER HITCH TO BE RE-USED, ADD AFTERMARKET 7 WIRE HARNESS.	\$95.00
LTE FFK	Furnish and install Fuel Filler Neck to work in conjunction with service body.	\$300.00
LTE USOB TB	FURNISH AND INSTALL SPRAY ON BELINER MATERIAL TO INSIDE CARGO AREA AND TOPS OF BOXES	\$1,200.00
LTE DB2	Draw Bar, 2" Ball, Pin and Clip	\$0.00
TRANSPORT	TRANSPORATION FROM (SC) TO (FL).	\$1,250.00
AJ FAST	REPROGRAM TAILLIGHTS IN BCM TO ACCEPT LED TAIL LAMPS FROM KNAPHEIDE	\$65.00
FS RSL TRK-AW	Federal Signal Road Side Lighting Package includes 2 Micropulse LED's (Split Amber/White) in Grille, 2 Micropulse LED's (Split Amber/White) mounted to rear tail gate with white bezel, 1 eight head Amber Signal Master stick installed inside back glass, 1 Compact Digital Soft Button 6 switch controller.	\$1,760.00
NEW-TAG-CITY	New CITY tag Includes temp tag & two way overnight shipping for signature.	\$245.00

CONTRACT OPTIONS **\$16,093.00**

TRADE IN	TOTAL COST	\$67,238.00
	YES WE TAKE TRADE INS ~~~ ASK ABOUT MUNICIPAL FINANCING ~~~	\$0.00

TOTAL COST LESS TRADE IN(S) QTY 1 \$67,238.00

Estimated Annual payments for 60 months paid in advance: \$15,058.55
Municipal finance for any essential use vehicle, requires lender approval, WAC.

Comments **QUOTE SUBJECT TO FACTORY ORDER ACCEPTANCE or 30 DAYS**

VEHICLE QUOTED BY **CHRISTY SELF** GOVERNMENT ACCOUNT MANAGER christy.self@alanjay.com

"I Want to be Your Fleet Provider"

I appreciate the opportunity to submit this quotation. Please review it carefully. If there are any errors or changes, please feel free to contact me at any time. I am always happy to be of assistance.



Alan Jay Fleet Sales

Chris Wilson | 863-402-4234 | chris.wilson@alanjay.com

Vehicle: [Fleet] 2024 GMC Sierra 2500HD (TK20943) 4WD Crew Cab 172" Pro (✔ Complete)



Note:Photo may not represent exact vehicle or selected equipment.

Window Sticker

SUMMARY

[Fleet] 2024 GMC Sierra 2500HD (TK20943) 4WD Crew Cab 172" Pro

MSRP:\$51,100.00

- Interior:Jet Black, Vinyl seat trim
- Exterior 1:Summit White
- Exterior 2:No color has been selected.
- Engine, 6.6L V8
- Transmission, Allison 10-Speed automatic

OPTIONS

CODE	MODEL	MSRP
TK20943	[Fleet] 2024 GMC Sierra 2500HD (TK20943) 4WD Crew Cab 172" Pro	\$51,100.00
OPTIONS		
1SA	Pro Preferred Equipment Group	\$0.00
AKO	Glass, deep-tinted	Inc.
AZ3	Seats, front 40/20/40 split-bench	\$0.00
C49	Defogger, rear-window electric	Inc.
DBG	Mirrors, outside power-adjustable vertical trailing	Inc.

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Data Version: 20277. Data Updated: Aug 24, 2023 6:40:00 PM PDT.



Alan Jay Fleet Sales

Chris Wilson | 863-402-4234 | chris.wilson@alanjay.com

Vehicle: [Fleet] 2024 GMC Sierra 2500HD (TK20943) 4WD Crew Cab 172" Pro (Complete)

E63	Pickup bed		\$0.00
FE9	Emissions, Federal requirements		\$0.00
GAZ	Summit White		\$0.00
GT4	Rear axle, 3.73 ratio		\$0.00
H2G	Jet Black, Vinyl seat trim		\$0.00
IOR	Audio system, GMC Infotainment System with 7" diagonal color touch-screen		\$0.00
JGF	GVWR, 10,650 lbs. (4831 kg)	Inc.	
JL1	Trailer brake controller, integrated		\$275.00
K34	Cruise control, steering wheel-mounted	Inc.	
KC9	Power outlet, bed mounted, 120-volt		\$0.00
KI4	Power outlet, instrument panel, 120-volt		\$225.00
L8T	Engine, 6.6L V8		\$0.00
MKM	Transmission, Allison 10-Speed automatic		\$0.00
PCI	Convenience Package		\$1,135.00
PYN	Wheels, 17" (43.2 cm) painted steel, Silver		\$0.00
QHQ	Tires, LT245/75R17E all-season, blackwall		\$0.00
QT5	Tailgate, gate function manual with EZ Lift	Inc.	
RVQ	LPO, Black tubular assist steps, 6" rectangular		\$795.00
UF2	LED Cargo Area Lighting	Inc.	
ZHQ	Tire, spare LT245/75R17E all-season, blackwall	Inc.	

SUBTOTAL	\$53,530.00
Adjustments Total	\$0.00
Destination Charge	\$1,895.00
TOTAL PRICE	\$55,425.00

FUEL ECONOMY

Est City:N/A

Est Highway:N/A

Est Highway Cruising Range:N/A

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Vehicle: [Fleet] 2024 GMC Sierra 2500HD (TK20943) 4WD Crew Cab 172" Pro (✔ Complete)

Standard Equipment

Package

Sierra HD Pro Safety includes (UEU) Forward Collision Alert, (UE4) Following Distance Indicator, (UKJ) Front Pedestrian Braking, (TQ5) IntelliBeam, (UFL) Lane Departure Warning, (T8Z) Buckle to Drive and (UHY) Automatic Emergency Braking

Trailer Package includes trailer hitch, 7-pin and 4-pin connectors and (CTT) Hitch Guidance (Deleted when (ZW9) pickup bed delete is ordered.)

Mechanical

Engine, 6.6L V8 with Direct Injection and Variable Valve Timing, gasoline, (401 hp [299 kW] @ 5200 rpm, 464 lb-ft of torque [629 N-m] @ 4000 rpm) (STD)

Transmission, Allison 10-Speed automatic (STD)

Rear axle, 3.73 ratio (Requires (L8T) 6.6L V8 gas engine.)

Pickup bed includes bed assist step (Deleted when (ZW9) pickup bed delete is ordered.) (STD)

GVWR, 10,650 lbs. (4831 kg) (STD) (Included and only available with TK20903 model and (L8T) 6.6L V8 gas engine with 18", 20" or 22" wheels or TK20943 and (L8T) 6.6L V8 gas engine with 17" wheels.)

Push Button Start

Transfer case, two-speed, electronic shift with push button controls (Requires 4WD models.)

Auto-locking rear differential

Four wheel drive

Cooling, external engine oil cooler

Cooling, auxiliary external transmission oil cooler

Air filter, heavy-duty

Air filtration monitoring

Battery, heavy-duty 720 cold-cranking amps/80 Amp-hr maintenance-free with rundown protection and retained accessory power (Included and only available with (L8T) 6.6L V8 gas engine.)

Alternator, 170 amps (Requires (L8T) 6.6L V8 gas engine.)

Recovery hooks, front, frame-mounted, Black

Frame, fully-boxed, hydroformed front section and a fully-boxed stamped rear section

Suspension Package (Not available with (X31) Off-Road Package.)

Steering, Recirculating Ball with smart flow power steering system

Brakes, 4-wheel antilock, 4-wheel disc with DURALIFE rotors

Brake lining wear indicator

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Vehicle: [Fleet] 2024 GMC Sierra 2500HD (TK20943) 4WD Crew Cab 172" Pro (✔ Complete)

Exterior

Wheels, 17" (43.2 cm) painted steel, Silver (STD)

Tires, LT245/75R17E all-season, blackwall (STD)

Tire, spare LT245/75R17E all-season, blackwall (STD) (Included and only available with (QHJ) LT245/75R17E all-season, blackwall tires with (E63) pickup bed models. Available to order when (ZW9) pickup bed delete and (QHJ) LT245/75R17E all-season, blackwall tires are ordered.)

Capless Fuel Fill (Requires (L8T) 6.6L gas V8 engine. Not included with (ZW9) pickup bed delete.)

Tire carrier lock keyed cylinder lock that utilizes same key as ignition and door (Deleted with (ZW9) pickup bed delete.)

Bumper, front chrome lower

Bumper, rear chrome with bumper CornerSteps

Bed Step, Black integrated on forward portion of bed on driver and passenger side (Not available on (ZW9) pickup bed delete.)

CornerStep, rear bumper

Cargo tie downs (12), fixed, rated at 500 lbs per corner

Moldings, beltline, Black

Grille (Chrome with flat black grille insert bars.)

Headlamps, Animated LED projectors LED turn signals and Daytime Running Lamps

IntelliBeam, automatic high beam on/off (Included and only available with (PDI) Sierra HD Pro Safety.)

Lamps, cargo area cab mounted integrated with center high mount stop lamp, with switch in bank on left side of steering wheel

Taillamps, LED Signature Tail, Incandescent Brake, Turn & Reverse Lamps

Mirrors, outside high-visibility vertical trailering lower convex mirrors, manual-folding/extending (extends 3.31" [84.25mm]), molded in Black (Not available on Regular Cab models.)

Glass, solar absorbing, tinted

Door handles, Black grained

Tailgate, standard (Deleted with (ZW9) pickup bed delete.)

Tailgate, locking, utilizes same key as ignition and door (Included and only available with (QK1) standard tailgate. Deleted with (ZW9) pickup bed delete.)

Tailgate, gate function manual, no lift assist (Deleted with (ZW9) pickup bed delete.)

Tailgate and bed rail protection caps, top (Deleted with (ZW9) pickup bed delete.)

Mirror, inside rearview, manual tilt

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Data Version: 20277. Data Updated: Aug 24, 2023 6:40:00 PM PDT.



Alan Jay Fleet Sales

Chris Wilson | 863-402-4234 | chris.wilson@alanjay.com

Vehicle: [Fleet] 2024 GMC Sierra 2500HD (TK20943) 4WD Crew Cab 172" Pro (✔ Complete)

Entertainment

Audio system, GMC Infotainment System with 7" diagonal color touch-screen AM/FM stereo with seek-and-scan and digital clock, includes Bluetooth streaming audio for music and select phones; featuring wired Android Auto and Apple CarPlay capability for compatible phones (STD)

Audio system feature, 6-speaker system (Requires Crew Cab or Double Cab model.)

Bluetooth for phone connectivity to vehicle infotainment system

Wireless phone projection for Apple CarPlay and Android Auto

Wi-Fi Hotspot capable (Terms and limitations apply. See onstar.com or dealer for details.)

Interior

Seats, front 40/20/40 split-bench with covered armrest storage and under-seat storage (lockable) (STD)

Seat trim, Vinyl

Seat adjuster, driver 4-way manual

Seat adjuster, passenger 4-way manual

Seat, rear 60/40 folding bench (folds up), 3-passenger (includes child seat top tether anchor) (Not available with Regular Cab model.)

Floor covering, rubberized-vinyl (Not available with LPO floor liners.)

Steering wheel, urethane

Instrument cluster 6-gauge cluster featuring speedometer, fuel level, engine temperature, tachometer, voltage and oil pressure

Driver Information Center, 3.5" diagonal monochromatic display

Rear Seat Reminder (Requires Crew Cab or Double Cab model.)

Exterior Temperature Display, located in radio display

Compass, located in instrument cluster

Windows, power front, drivers express up/down

Window, power front, passenger express down

Windows, power rear, express down

Door locks, power

Remote Keyless Entry

USB Ports, 2, Charge/Data ports located on instrument panel

Power outlet, front auxiliary, 12-volt

Air conditioning, single-zone

Air vents, rear (Not available with Regular Cab model.)

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Vehicle: [Fleet] 2024 GMC Sierra 2500HD (TK20943) 4WD Crew Cab 172" Pro (✔ Complete)

Interior

Assist handles front A-pillar mounted for driver and passenger, rear B-pillar mounted

GMC Connected Access capable (Subject to terms. See onstar.com or dealer for details.)

Safety-Mechanical

Front Pedestrian Braking (Included and only available with (PDI) Sierra HD Pro Safety.)

Automatic Emergency Braking (Included and only available with (PDI) Sierra HD Pro Safety.)

StabiliTrak, stability control system with Proactive Roll Avoidance and traction control, includes electronic trailer sway control and hill start assist

Safety-Exterior

Daytime Running Lamps, LED signature lighting

LED Signature DRL's

Safety-Interior

Airbags, Dual-stage frontal airbags for driver and front outboard passenger; Seat-mounted side-impact airbags for driver and front outboard passenger; Head-curtain airbags for front and rear outboard seating positions; Includes front outboard Passenger Sensing System for frontal outboard passenger airbag (Always use seat belts and child restraints. Children are safer when properly secured in a rear seat in the appropriate child restraint. See the Owner's Manual for more information.)

OnStar and GMC Connected Services capable (Terms and limitations apply. See onstar.com or dealer for details.)

HD Rear Vision Camera (Not available with (ZW9) pickup bed delete. Removed with (UV2) HD Surround Vision or (ZW9) pickup bed delete. Not available with (Z6A) Gooseneck / 5th Wheel Prep Package.)

Hitch Guidance dynamic single line to aid in truck trailer alignment for hitching (Deleted with (ZW9) pickup bed delete.)

Forward Collision Alert (Included and only available with (PDI) Sierra HD Pro Safety.)

Following Distance Indicator (Included and only available with (PDI) Sierra HD Pro Safety.)

Lane Departure Warning (Included and only available with (PDI) Sierra HD Pro Safety.)

Rear Seat Belt Indicator (Requires Crew Cab or Double Cab model.)

Seat Belt Adjustable Guide Loops, front row only (Included and only available on Crew Cab and Double Cab models. Not available with (ZW9) pickup bed delete.)

Buckle to Drive prevents vehicle from being shifted out of Park until driver seat belt is fastened; times out after 20 seconds and encourages seat belt use (Included and only available with (PDI) Sierra HD Pro Safety.)

Teen Driver a configurable feature that lets you activate customizable vehicle settings associated with a key fob, to help encourage safe driving behavior. It can limit certain available vehicle features, and it prevents certain safety systems from being turned off. An in-vehicle report card gives you information on driving habits and helps you to continue to coach your new driver

Tire Pressure Monitoring System, auto learn includes Tire Fill Alert (does not apply to spare tire)

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Safety-Interior

Trailer Information Label provides max trailer ratings for tongue weight, conventional, gooseneck and 5th wheel trailering (Not available on (ZW9) pickup bed delete.)

3 Years of OnStar Remote Access. The OnStar Remote Access Plan gives you simplified remote control of your properly equipped vehicle and unlocks a variety of great features in your myGMC mobile app. See dealer for details. (OnStar Remote Access Plan does not include emergency or security services. Fleet customers will get Fleet Remote Access through OnStar Vehicle Insights. See onstar.com for details and limitations. Available on select Apple and Android devices. Service availability, features and functionality vary by vehicle, device, and the plan you are enrolled in. Terms apply. Device data connection required.)

WARRANTY

Warranty Note: <<< Preliminary 2024 Warranty >>>

Basic Years: 3

Basic Miles/km: 36,000

Drivetrain Years: 5

Drivetrain Miles/km: 60,000

Drivetrain Note: HD Duramax Diesel: 5 Years/100,000 Miles; Qualified Fleet Purchases: 5 Years/100,000 Miles

Corrosion Years (Rust-Through): 6

Corrosion Years: 3

Corrosion Miles/km (Rust-Through): 100,000

Corrosion Miles/km: 36,000

Roadside Assistance Years: 5

Roadside Assistance Miles/km: 60,000

Roadside Assistance Note: HD Duramax Diesel: 5 Years/100,000 Miles; Qualified Fleet Purchases: 5 Years/100,000 Miles

Maintenance Note: 1 Year/1 Visit

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Vehicle: [Fleet] 2024 GMC Sierra 2500HD (TK20943) 4WD Crew Cab 172" Pro (✔ Complete)

Technical Specifications

Powertrain

Transmission

Drivetrain	Four Wheel Drive	Trans Order Code	MKM
Trans Type	10	Trans Description Cont.	Automatic
Trans Description Cont. Again	N/A	First Gear Ratio (:1)	N/A
Second Gear Ratio (:1)	N/A	Third Gear Ratio (:1)	N/A
Fourth Gear Ratio (:1)	N/A	Fifth Gear Ratio (:1)	N/A
Sixth Gear Ratio (:1)	N/A	Reverse Ratio (:1)	N/A
Clutch Size	N/A	Trans Power Take Off	N/A
Final Drive Axle Ratio (:1)	N/A	Transfer Case Model	N/A
Transfer Case Gear Ratio (:1), High	N/A	Transfer Case Gear Ratio (:1), Low	N/A
Transfer Case Power Take Off	N/A	Seventh Gear Ratio (:1)	N/A
Eighth Gear Ratio (:1)	N/A	Ninth Gear Ratio (:1)	N/A
Tenth Gear Ratio (:1)	N/A		

Mileage

EPA Fuel Economy Est - Hwy	N/A	Cruising Range - City	N/A
EPA Fuel Economy Est - City	N/A	Fuel Economy Est-Combined	N/A
Cruising Range - Hwy	N/A	Estimated Battery Range	N/A

Engine

Engine Order Code	L8T	Engine Type	Gas V8
Displacement	6.6L/-TBD-	Fuel System	Direct Injection
SAE Net Horsepower @ RPM	401 @ 5200	SAE Net Torque @ RPM	464 @ 4000
Engine Oil Cooler	N/A		

Electrical

Cold Cranking Amps @ 0° F (Primary)	720	Cold Cranking Amps @ 0° F (2nd)	N/A
Cold Cranking Amps @ 0° F (3rd)	N/A	Maximum Alternator Capacity (amps)	170

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Vehicle: [Fleet] 2024 GMC Sierra 2500HD (TK20943) 4WD Crew Cab 172" Pro (Complete)

Powertrain

Cooling System

Total Cooling System Capacity N/A

Vehicle

Emissions

Tons/yr of CO2 Emissions @ 15K mi/year N/A

EPA Greenhouse Gas Score N/A

Chassis

Weight Information

Standard Weight - Front 0.00 lbs

Standard Weight - Rear 0.00 lbs

Base Curb Weight N/A

Gross Axle Wt Rating - Front N/A

Gross Axle Wt Rating - Rear N/A

Curb Weight - Front N/A

Curb Weight - Rear N/A

Option Weight - Front 0.00 lbs

Option Weight - Rear 0.00 lbs

Reserve Axle Capacity - Front N/A

Reserve Axle Capacity - Rear N/A

As Spec'd Curb Weight N/A

As Spec'd Payload N/A

Maximum Payload Capacity N/A

Gross Combined Wt Rating 24500 lbs

Gross Axle Weight Rating N/A

Curb Weight N/A

Reserve Axle Capacity N/A

Total Option Weight 0.00 lbs

Payload Weight Front 0 lbs

Payload Weight Rear 0 lbs

Gross Vehicle Weight Rating 10650.00 lbs

Trailer

Dead Weight Hitch - Max Trailer Wt. 5000 lbs

Dead Weight Hitch - Max Tongue Wt. 500 lbs

Wt Distributing Hitch - Max Trailer Wt. 16000 lbs

Wt Distributing Hitch - Max Tongue Wt. 1600 lbs

Fifth Wheel Hitch - Max Trailer Wt. 18370 lbs

Fifth Wheel Hitch - Max Tongue Wt. 4592 lbs

Maximum Trailering Capacity 20000 lbs

Frame

Frame Type N/A

Sect Modulus Rails Only N/A

Frame RBM N/A

Frame Strength N/A

Frame Thickness N/A

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Vehicle: [Fleet] 2024 GMC Sierra 2500HD (TK20943) 4WD Crew Cab 172" Pro (Complete)

Chassis

Suspension

Suspension Type - Front	Short/Long Arm	Suspension Type - Rear	Multi-Leaf Springs
Spring Capacity - Front	N/A	Spring Capacity - Rear	N/A
Axle Type - Front	N/A	Axle Type - Rear	N/A
Axle Capacity - Front	N/A	Axle Capacity - Rear	N/A
Axle Ratio (:1) - Front	3.73	Axle Ratio (:1) - Rear	3.73
Shock Absorber Diameter - Front	2.01 mm	Shock Absorber Diameter - Rear	2.01 mm
Stabilizer Bar Diameter - Front	1.38 in	Stabilizer Bar Diameter - Rear	N/A

Tires

Front Tire Order Code	QHJ	Rear Tire Order Code	QHJ
Spare Tire Order Code	ZHQ	Front Tire Size	LT245/75R17E
Rear Tire Size	LT245/75R17E	Spare Tire Size	LT245/75R17E
Front Tire Capacity	N/A	Rear Tire Capacity	N/A
Spare Tire Capacity	N/A	Revolutions/Mile @ 45 mph - Front	N/A
Revolutions/Mile @ 45 mph - Rear	N/A	Revolutions/Mile @ 45 mph - Spare	N/A

Wheels

Front Wheel Size	17 x -TBD- in	Rear Wheel Size	17 x -TBD- in
Spare Wheel Size	N/A	Front Wheel Material	Steel
Rear Wheel Material	Steel	Spare Wheel Material	Steel

Steering

Steering Type	Pwr Recirculating Ball	Steering Ratio (:1), Overall	N/A
Steering Ratio (:1), On Center	N/A	Steering Ratio (:1), At Lock	N/A
Turning Diameter - Curb to Curb	57 ft	Turning Diameter - Wall to Wall	N/A

Brakes

Brake Type	Pwr	Brake ABS System	4-Wheel
Brake ABS System (Second Line)	N/A	Disc - Front (Yes or)	Yes
Disc - Rear (Yes or)	Yes	Front Brake Rotor Diam x Thickness	14 x 1.6 in

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Chassis

Brakes

Rear Brake Rotor Diam x Thickness	14.1 x 1.3 in	Drum - Rear (Yes or)	N/A
Rear Drum Diam x Width	N/A		

Fuel Tank

Fuel Tank Capacity, Approx	36 gal	Aux Fuel Tank Capacity, Approx	N/A
Fuel Tank Location	N/A	Aux Fuel Tank Location	N/A

Dimensions

Interior Dimensions

Passenger Capacity	6	Front Head Room	43.03 in
Front Leg Room	44.53 in	Front Shoulder Room	66.02 in
Front Hip Room	61.18 in	Second Head Room	40.12 in
Second Leg Room	43.4 in	Second Shoulder Room	65.3 in
Second Hip Room	60.24 in		

Exterior Dimensions

Wheelbase	172 in	Length, Overall w/o rear bumper	N/A
Length, Overall w/rear bumper	N/A	Length, Overall	266.77 in
Width, Max w/o mirrors	81.85 in	Height, Overall	79.65 in
Overhang, Front	N/A	Overhang, Rear w/o bumper	N/A
Front Bumper to Back of Cab	N/A	Cab to Axle	55.24 in
Cab to End of Frame	N/A	Ground to Top of Load Floor	N/A
Ground to Top of Frame	N/A	Frame Width, Rear	N/A
Ground Clearance, Front	10.08 in	Ground Clearance, Rear	10.08 in
Body Length	0.00 ft	Cab to Body	N/A

Cargo Area Dimensions

Cargo Box Length @ Floor	98.27 in	Cargo Box Width @ Top, Rear	N/A
Cargo Box Width @ Floor	71.4 in	Cargo Box Width @ Wheelhousings	50.55 in
Cargo Box (Area) Height	21 in	Tailgate Width	N/A

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Dimensions

Cargo Area Dimensions

Cargo Volume	83.5 ft³	Ext'd Cab Cargo Volume	N/A
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Awarded Contract

Call Us first, for all of your Fleet Automotive, & Light Truck needs.

Quote

PHONE (800) ALANJAY (252-6529)		DIRECT 863-385-9610	WWW.ALANJAY.COM	51338-1
Corporate Office	2003 U.S. 27 South Sebring, FL 33870	MOBILE 904-838-4999	Mailing Address	P.O. BOX 9200 Sebring, FL 33871-9200
		FAX 863-402-4221		

ORIGINAL QUOTE DATE
1/3/2024

QUICK QUOTE SHEET

REVISED QUOTE DATE
1/15/2024

REQUESTING AGENCY	LAKE WORTH, CITY OF		
CONTACT PERSON	MICHAEL PIERCE	EMAIL	MPIERCE@LAKEWORTHBEACHFL.GOV
PHONE	561-586-1720	MOBILE	FAX

SOURCEWELL (FORMERLY NJPA) CONTRACT # 2024 091521-NAF & 06 www.NationalAutoFleetGroup.com

MODEL	TK20743 1SA	MSRP	\$50,900.00
2024 GMC SIERRA 2500HD CREW CAB 4WD 6.5' BED WORK TRUCK			
CUSTOMER ID	SUBJECT TO GM ALLOCATION AVAILABLE FIRST COME FIRST SERVE		NJPA PRICE
			\$48,520.00

BED LENGTH 6.5' BED

** All vehicles will be ordered white w/ darkest interior unless clearly stated otherwise on purchase order.

FACTORY OPTIONS

DESCRIPTION

FACTORY OPTIONS	DESCRIPTION	
GAZ	Summit White	\$0.00
H2G	Jet Black, Vinyl seat trim	\$0.00
L8T	Engine, 6.6L V8	\$0.00
MKM	Transmission, Allison 10-Speed automatic	\$0.00
1SA	OPTIONS Pro Preferred Equipment Group	\$0.00
AKO	Glass, deep-tinted	\$0.00
AZ3	Seats, front 40/20/40 split-bench	\$0.00
C49	Defogger, rear-window electric	\$0.00
DBG	Mirrors, outside power-adjustable vertical trailing	\$0.00
FE9	Emissions, Federal requirements	\$0.00
GT4	Rear axle, 3.73 ratio	\$0.00
IOR	Audio system, GMC Infotainment System with 7" diagonal color touch-screen	\$0.00
JGD	GVWR, 10,450 lbs. (4740 kg)	\$0.00
JL1	Trailer brake controller, integrated	\$275.00
K34	Cruise control, steering wheel-mounted	\$0.00
KC9	Power outlet, bed mounted, 120-volt	\$0.00
KI4	Power outlet, instrument panel, 120-volt	\$225.00
PCI	Convenience Package	\$1,135.00
PYN	Wheels, 17" (43.2 cm) painted steel, Silver	\$0.00
QHQ	Tires, LT245/75R17E all-season, blackwall	\$0.00
QT5	Tailgate, gate function manual with EZ Lift	\$0.00
UF2	LED Cargo Area Lighting	\$0.00
VK3	License plate kit, front, Incandescent lighting	\$0.00
RVQ	LPO, Black tubular assist steps, 6" rectangular	\$790.00
ZHQ	Tire, spare LT245/75R17E all-season, blackwall	\$0.00

FACTORY OPTIONS \$2,425.00

CONTRACT OPTIONS

DESCRIPTION

CONTRACT OPTIONS	DESCRIPTION	
NEW-TAG-CITY	New CITY tag Includes temp tag & two way overnight shipping for signature.	\$245.00
HD SOB LG	HD Scorpion spray on bed liner (long bed) under rail.	\$830.00

CONTRACT OPTIONS \$1,075.00

SOURCEWELL (FORMERLY NJPA) CONTRACT # 2024 091521-NAF & 06 www.NationalAutoFleetGroup.com

TRADE IN

TOTAL COST

\$52,020.00

YES WE TAKE TRADE INS ~~~ ASK ABOUT MUNICIPAL FINANCING ~~~

\$0.00

TOTAL COST LESS TRADE IN(S)

QTY

1

\$52,020.00

Estimated Annual payments for 60 months paid in advance: \$11,650.34

Municipal finance for any essential use vehicle, requires lender approval, WAC.

Comments

ORDERED UNIT VIN: [RF292368]

VEHICLE QUOTED BY

CHRISTY SELF

GOVERNMENT ACCOUNT MANAGER christy.self@alanjay.com

"I Want to be Your Fleet Provider"

I appreciate the opportunity to submit this quotation. Please review it carefully. If there are any errors or changes, please feel free to contact me at any time. I am always happy to be of assistance.



Alan Jay Fleet Sales

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Vehicle: [Fleet] 2024 GMC Sierra 2500HD (TK20743) 4WD Crew Cab 159" Pro (✔ Complete)



Note:Photo may not represent exact vehicle or selected equipment.

Window Sticker

SUMMARY

[Fleet] 2024 GMC Sierra 2500HD (TK20743) 4WD Crew Cab 159" Pro

MSRP:\$50,900.00

Interior:Jet Black, Vinyl seat trim

Exterior 1:Summit White

Exterior 2:No color has been selected.

Engine, 6.6L V8

Transmission, Allison 10-Speed automatic

OPTIONS

CODE	MODEL	MSRP
TK20743	[Fleet] 2024 GMC Sierra 2500HD (TK20743) 4WD Crew Cab 159" Pro	\$50,900.00
	OPTIONS	
1SA	Pro Preferred Equipment Group	\$0.00
AKO	Glass, deep-tinted	Inc.
AZ3	Seats, front 40/20/40 split-bench	\$0.00
C49	Defogger, rear-window electric	Inc.
DBG	Mirrors, outside power-adjustable vertical trailing	Inc.

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FE9	Emissions, Federal requirements		\$0.00
GAZ	Summit White		\$0.00
GT4	Rear axle, 3.73 ratio		\$0.00
H2G	Jet Black, Vinyl seat trim		\$0.00
IOR	Audio system, GMC Infotainment System with 7" diagonal color touch-screen		\$0.00
JGD	GVWR, 10,450 lbs. (4740 kg)	Inc.	
JL1	Trailer brake controller, integrated		\$275.00
K34	Cruise control, steering wheel-mounted	Inc.	
KC9	Power outlet, bed mounted, 120-volt	Inc.	
KI4	Power outlet, instrument panel, 120-volt		\$225.00
L8T	Engine, 6.6L V8		\$0.00
MKM	Transmission, Allison 10-Speed automatic		\$0.00
PCI	Convenience Package		\$1,135.00
PYN	Wheels, 17" (43.2 cm) painted steel, Silver		\$0.00
QHJ	Tires, LT245/75R17E all-season, blackwall		\$0.00
QT5	Tailgate, gate function manual with EZ Lift	Inc.	
RVQ	LPO, Black tubular assist steps, 6" rectangular		\$795.00
UF2	LED Cargo Area Lighting	Inc.	
ZHQ	Tire, spare LT245/75R17E all-season, blackwall	Inc.	

SUBTOTAL	\$53,330.00
Adjustments Total	\$0.00
Destination Charge	\$1,895.00
TOTAL PRICE	\$55,225.00

FUEL ECONOMY

Est City:N/A

Est Highway:N/A

Est Highway Cruising Range:N/A

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Data Version: 20277. Data Updated: Aug 24, 2023 6:40:00 PM PDT.



Alan Jay Fleet Sales

Chris Wilson | 863-402-4234 | chris.wilson@alanjay.com

Vehicle: [Fleet] 2024 GMC Sierra 2500HD (TK20743) 4WD Crew Cab 159" Pro (✔ Complete)

Standard Equipment

Package

Sierra HD Pro Safety includes (UEU) Forward Collision Alert, (UE4) Following Distance Indicator, (UKJ) Front Pedestrian Braking, (TQ5) IntelliBeam, (UFL) Lane Departure Warning, (T8Z) Buckle to Drive and (UHY) Automatic Emergency Braking

Trailer Package includes trailer hitch, 7-pin and 4-pin connectors and (CTT) Hitch Guidance

Mechanical

Pickup bed includes bed assist step

Engine, 6.6L V8 with Direct Injection and Variable Valve Timing, gasoline, (401 hp [299 kW] @ 5200 rpm, 464 lb-ft of torque [629 N-m] @ 4000 rpm) (STD)

Transmission, Allison 10-Speed automatic (STD)

Rear axle, 3.73 ratio (Requires (L8T) 6.6L V8 gas engine.)

GVWR, 10,450 lbs. (4740 kg) (STD) (Included and only available with TK20743 model and (L8T) 6.6L V8 gas engine with 17" wheels or TC20753 model and (L8T) 6.6L V8 gas engine with 18" or 20" wheels.)

Push Button Start

Transfer case, two-speed, electronic shift with push button controls (Requires 4WD models.)

Auto-locking rear differential

Four wheel drive

Cooling, external engine oil cooler

Cooling, auxiliary external transmission oil cooler

Air filter, heavy-duty

Air filtration monitoring

Battery, heavy-duty 720 cold-cranking amps/80 Amp-hr maintenance-free with rundown protection and retained accessory power (Included and only available with (L8T) 6.6L V8 gas engine.)

Alternator, 170 amps (Requires (L8T) 6.6L V8 gas engine.)

Recovery hooks, front, frame-mounted, Black

Frame, fully-boxed, hydroformed front section and a fully-boxed stamped rear section

Suspension Package (Not available with (X31) Off-Road Package.)

Steering, Recirculating Ball with smart flow power steering system

Brakes, 4-wheel antilock, 4-wheel disc with DURALIFE rotors

Brake lining wear indicator

Exterior

Wheels, 17" (43.2 cm) painted steel, Silver (STD)

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Vehicle: [Fleet] 2024 GMC Sierra 2500HD (TK20743) 4WD Crew Cab 159" Pro (Complete)

Exterior

Tires, LT245/75R17E all-season, blackwall (STD)

Tire, spare LT245/75R17E all-season, blackwall (STD) (Included and only available with (QHJ) LT245/75R17E all-season, blackwall tires with (E63) pickup bed models. Available to order when (ZW9) pickup bed delete and (QHJ) LT245/75R17E all-season, blackwall tires are ordered.)

Capless Fuel Fill (Requires (L8T) 6.6L gas V8 engine. Not included with (ZW9) pickup bed delete.)

Tire carrier lock keyed cylinder lock that utilizes same key as ignition and door

Bumper, front chrome lower

Bumper, rear chrome with bumper CornerSteps

Bed Step, Black integrated on forward portion of bed on driver and passenger side

CornerStep, rear bumper

Cargo tie downs (12), fixed, rated at 500 lbs per corner

Moldings, beltline, Black

Grille (Chrome with flat black grille insert bars.)

Headlamps, Animated LED projectors LED turn signals and Daytime Running Lamps

IntelliBeam, automatic high beam on/off (Included and only available with (PDI) Sierra HD Pro Safety.)

Lamps, cargo area cab mounted integrated with center high mount stop lamp, with switch in bank on left side of steering wheel

Taillamps, LED Signature Tail, Incandescent Brake, Turn & Reverse Lamps

Mirrors, outside high-visibility vertical trailering lower convex mirrors, manual-folding/extending (extends 3.31" [84.25mm]), molded in Black (Not available on Regular Cab models.)

Glass, solar absorbing, tinted

Door handles, Black grained

Tailgate, standard

Tailgate, locking, utilizes same key as ignition and door (Included and only available with (QK1) standard tailgate. Deleted with (ZW9) pickup bed delete.)

Tailgate, gate function manual, no lift assist

Tailgate and bed rail protection caps, top

Mirror, inside rearview, manual tilt

Entertainment

Audio system, GMC Infotainment System with 7" diagonal color touch-screen AM/FM stereo with seek-and-scan and digital clock, includes Bluetooth streaming audio for music and select phones; featuring wired Android Auto and Apple CarPlay capability for compatible phones (STD)

Audio system feature, 6-speaker system (Requires Crew Cab or Double Cab model.)

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Vehicle: [Fleet] 2024 GMC Sierra 2500HD (TK20743) 4WD Crew Cab 159" Pro (✔ Complete)

Entertainment

Bluetooth for phone connectivity to vehicle infotainment system

Wireless phone projection for Apple CarPlay and Android Auto

Wi-Fi Hotspot capable (Terms and limitations apply. See onstar.com or dealer for details.)

Interior

Seats, front 40/20/40 split-bench with covered armrest storage and under-seat storage (lockable) (STD)

Seat trim, Vinyl

Seat adjuster, driver 4-way manual

Seat adjuster, passenger 4-way manual

Seat, rear 60/40 folding bench (folds up), 3-passenger (includes child seat top tether anchor) (Not available with Regular Cab model.)

Floor covering, rubberized-vinyl (Not available with LPO floor liners.)

Steering wheel, urethane

Instrument cluster 6-gauge cluster featuring speedometer, fuel level, engine temperature, tachometer, voltage and oil pressure

Driver Information Center, 3.5" diagonal monochromatic display

Rear Seat Reminder (Requires Crew Cab or Double Cab model.)

Exterior Temperature Display, located in radio display

Compass, located in instrument cluster

Windows, power front, drivers express up/down

Window, power front, passenger express down

Windows, power rear, express down

Door locks, power

Remote Keyless Entry

USB Ports, 2, Charge/Data ports located on instrument panel

Power outlet, front auxiliary, 12-volt

Air conditioning, single-zone

Air vents, rear (Not available with Regular Cab model.)

Assist handles front A-pillar mounted for driver and passenger, rear B-pillar mounted

GMC Connected Access capable (Subject to terms. See onstar.com or dealer for details.)

Safety-Mechanical

Front Pedestrian Braking (Included and only available with (PDI) Sierra HD Pro Safety.)

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Vehicle: [Fleet] 2024 GMC Sierra 2500HD (TK20743) 4WD Crew Cab 159" Pro (✔ Complete)

Safety-Mechanical

Automatic Emergency Braking (Included and only available with (PDI) Sierra HD Pro Safety.)

StabiliTrak, stability control system with Proactive Roll Avoidance and traction control, includes electronic trailer sway control and hill start assist

Safety-Exterior

Daytime Running Lamps, LED signature lighting

LED Signature DRL's

Safety-Interior

Airbags, Dual-stage frontal airbags for driver and front outboard passenger; Seat-mounted side-impact airbags for driver and front outboard passenger; Head-curtain airbags for front and rear outboard seating positions; Includes front outboard Passenger Sensing System for frontal outboard passenger airbag (Always use seat belts and child restraints. Children are safer when properly secured in a rear seat in the appropriate child restraint. See the Owner's Manual for more information.)

OnStar and GMC Connected Services capable (Terms and limitations apply. See onstar.com or dealer for details.)

HD Rear Vision Camera (Not available with (ZW9) pickup bed delete. Removed with (UV2) HD Surround Vision or (ZW9) pickup bed delete. Not available with (Z6A) Gooseneck / 5th Wheel Prep Package.)

Hitch Guidance dynamic single line to aid in truck trailer alignment for hitching

Forward Collision Alert (Included and only available with (PDI) Sierra HD Pro Safety.)

Following Distance Indicator (Included and only available with (PDI) Sierra HD Pro Safety.)

Lane Departure Warning (Included and only available with (PDI) Sierra HD Pro Safety.)

Rear Seat Belt Indicator (Requires Crew Cab or Double Cab model.)

Seat Belt Adjustable Guide Loops, front row only (Included and only available on Crew Cab and Double Cab models. Not available with (ZW9) pickup bed delete.)

Buckle to Drive prevents vehicle from being shifted out of Park until driver seat belt is fastened; times out after 20 seconds and encourages seat belt use (Included and only available with (PDI) Sierra HD Pro Safety.)

Teen Driver a configurable feature that lets you activate customizable vehicle settings associated with a key fob, to help encourage safe driving behavior. It can limit certain available vehicle features, and it prevents certain safety systems from being turned off. An in-vehicle report card gives you information on driving habits and helps you to continue to coach your new driver

Tire Pressure Monitoring System, auto learn includes Tire Fill Alert (does not apply to spare tire)

Trailer Information Label provides max trailer ratings for tongue weight, conventional, gooseneck and 5th wheel trailering

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Safety-Interior

3 Years of OnStar Remote Access. The OnStar Remote Access Plan gives you simplified remote control of your properly equipped vehicle and unlocks a variety of great features in your myGMC mobile app. See dealer for details. (OnStar Remote Access Plan does not include emergency or security services. Fleet customers will get Fleet Remote Access through OnStar Vehicle Insights. See onstar.com for details and limitations. Available on select Apple and Android devices. Service availability, features and functionality vary by vehicle, device, and the plan you are enrolled in. Terms apply. Device data connection required.)

WARRANTY

Warranty Note: <<< Preliminary 2024 Warranty >>>

Basic Years: 3

Basic Miles/km: 36,000

Drivetrain Years: 5

Drivetrain Miles/km: 60,000

Drivetrain Note: HD Duramax Diesel: 5 Years/100,000 Miles; Qualified Fleet Purchases: 5 Years/100,000 Miles

Corrosion Years (Rust-Through): 6

Corrosion Years: 3

Corrosion Miles/km (Rust-Through): 100,000

Corrosion Miles/km: 36,000

Roadside Assistance Years: 5

Roadside Assistance Miles/km: 60,000

Roadside Assistance Note: HD Duramax Diesel: 5 Years/100,000 Miles; Qualified Fleet Purchases: 5 Years/100,000 Miles

Maintenance Note: 1 Year/1 Visit



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Vehicle: [Fleet] 2024 GMC Sierra 2500HD (TK20743) 4WD Crew Cab 159" Pro (✔ Complete)

Technical Specifications

Powertrain

Transmission

Drivetrain	Four Wheel Drive	Trans Order Code	MKM
Trans Type	10	Trans Description Cont.	Automatic
Trans Description Cont. Again	N/A	First Gear Ratio (:1)	N/A
Second Gear Ratio (:1)	N/A	Third Gear Ratio (:1)	N/A
Fourth Gear Ratio (:1)	N/A	Fifth Gear Ratio (:1)	N/A
Sixth Gear Ratio (:1)	N/A	Reverse Ratio (:1)	N/A
Clutch Size	N/A	Trans Power Take Off	N/A
Final Drive Axle Ratio (:1)	N/A	Transfer Case Model	N/A
Transfer Case Gear Ratio (:1), High	N/A	Transfer Case Gear Ratio (:1), Low	N/A
Transfer Case Power Take Off	N/A	Seventh Gear Ratio (:1)	N/A
Eighth Gear Ratio (:1)	N/A	Ninth Gear Ratio (:1)	N/A
Tenth Gear Ratio (:1)	N/A		

Mileage

EPA Fuel Economy Est - Hwy	N/A	Cruising Range - City	N/A
EPA Fuel Economy Est - City	N/A	Fuel Economy Est-Combined	N/A
Cruising Range - Hwy	N/A	Estimated Battery Range	N/A

Engine

Engine Order Code	L8T	Engine Type	Gas V8
Displacement	6.6L/-TBD-	Fuel System	Direct Injection
SAE Net Horsepower @ RPM	401 @ 5200	SAE Net Torque @ RPM	464 @ 4000
Engine Oil Cooler	N/A		

Electrical

Cold Cranking Amps @ 0° F (Primary)	720	Cold Cranking Amps @ 0° F (2nd)	N/A
Cold Cranking Amps @ 0° F (3rd)	N/A	Maximum Alternator Capacity (amps)	170

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Vehicle: [Fleet] 2024 GMC Sierra 2500HD (TK20743) 4WD Crew Cab 159" Pro (✔ Complete)

Powertrain

Cooling System

Total Cooling System Capacity N/A

Vehicle

Emissions

Tons/yr of CO2 Emissions @ 15K mi/year N/A

EPA Greenhouse Gas Score N/A

Chassis

Weight Information

Standard Weight - Front 0.00 lbs

Standard Weight - Rear 0.00 lbs

Base Curb Weight N/A

Gross Axle Wt Rating - Front N/A

Gross Axle Wt Rating - Rear N/A

Curb Weight - Front N/A

Curb Weight - Rear N/A

Option Weight - Front 0.00 lbs

Option Weight - Rear 0.00 lbs

Reserve Axle Capacity - Front N/A

Reserve Axle Capacity - Rear N/A

As Spec'd Curb Weight N/A

As Spec'd Payload N/A

Maximum Payload Capacity N/A

Gross Combined Wt Rating 24500 lbs

Gross Axle Weight Rating N/A

Curb Weight N/A

Reserve Axle Capacity N/A

Total Option Weight 0.00 lbs

Payload Weight Front 0 lbs

Payload Weight Rear 0 lbs

Gross Vehicle Weight Rating 10450.00 lbs

Trailer

Dead Weight Hitch - Max Trailer Wt. 5000 lbs

Dead Weight Hitch - Max Tongue Wt. 500 lbs

Wt Distributing Hitch - Max Trailer Wt. 16000 lbs

Wt Distributing Hitch - Max Tongue Wt. 1600 lbs

Fifth Wheel Hitch - Max Trailer Wt. 18400 lbs

Fifth Wheel Hitch - Max Tongue Wt. 4600 lbs

Maximum Trailering Capacity 20000 lbs

Frame

Frame Type N/A

Sect Modulus Rails Only N/A

Frame RBM N/A

Frame Strength N/A

Frame Thickness N/A

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Chassis

Suspension

Suspension Type - Front	Short/Long Arm	Suspension Type - Rear	Multi-Leaf Springs
Spring Capacity - Front	N/A	Spring Capacity - Rear	N/A
Axle Type - Front	N/A	Axle Type - Rear	N/A
Axle Capacity - Front	N/A	Axle Capacity - Rear	N/A
Axle Ratio (:1) - Front	3.73	Axle Ratio (:1) - Rear	3.73
Shock Absorber Diameter - Front	2.01 mm	Shock Absorber Diameter - Rear	2.01 mm
Stabilizer Bar Diameter - Front	1.38 in	Stabilizer Bar Diameter - Rear	N/A

Tires

Front Tire Order Code	QHJ	Rear Tire Order Code	QHJ
Spare Tire Order Code	ZHQ	Front Tire Size	LT245/75R17E
Rear Tire Size	LT245/75R17E	Spare Tire Size	LT245/75R17E
Front Tire Capacity	N/A	Rear Tire Capacity	N/A
Spare Tire Capacity	N/A	Revolutions/Mile @ 45 mph - Front	N/A
Revolutions/Mile @ 45 mph - Rear	N/A	Revolutions/Mile @ 45 mph - Spare	N/A

Wheels

Front Wheel Size	17 x -TBD- in	Rear Wheel Size	17 x -TBD- in
Spare Wheel Size	N/A	Front Wheel Material	Steel
Rear Wheel Material	Steel	Spare Wheel Material	Steel

Steering

Steering Type	Pwr Recirculating Ball	Steering Ratio (:1), Overall	N/A
Steering Ratio (:1), On Center	N/A	Steering Ratio (:1), At Lock	N/A
Turning Diameter - Curb to Curb	52.7 ft	Turning Diameter - Wall to Wall	N/A

Brakes

Brake Type	Pwr	Brake ABS System	4-Wheel
Brake ABS System (Second Line)	N/A	Disc - Front (Yes or)	Yes
Disc - Rear (Yes or)	Yes	Front Brake Rotor Diam x Thickness	14 x 1.6 in

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Chassis

Brakes

Rear Brake Rotor Diam x Thickness	14.1 x 1.3 in	Drum - Rear (Yes or)	N/A
Rear Drum Diam x Width	N/A		

Fuel Tank

Fuel Tank Capacity, Approx	36 gal	Aux Fuel Tank Capacity, Approx	N/A
Fuel Tank Location	N/A	Aux Fuel Tank Location	N/A

Dimensions

Interior Dimensions

Passenger Capacity	6	Front Head Room	43.03 in
Front Leg Room	44.53 in	Front Shoulder Room	66.02 in
Front Hip Room	61.18 in	Second Head Room	40.12 in
Second Leg Room	43.4 in	Second Shoulder Room	65.3 in
Second Hip Room	60.24 in		

Exterior Dimensions

Wheelbase	159 in	Length, Overall w/o rear bumper	N/A
Length, Overall w/rear bumper	N/A	Length, Overall	250.75 in
Width, Max w/o mirrors	81.85 in	Height, Overall	79.82 in
Overhang, Front	N/A	Overhang, Rear w/o bumper	N/A
Front Bumper to Back of Cab	N/A	Cab to Axle	42.17 in
Cab to End of Frame	N/A	Ground to Top of Load Floor	N/A
Ground to Top of Frame	N/A	Frame Width, Rear	N/A
Ground Clearance, Front	10.12 in	Ground Clearance, Rear	10.12 in
Body Length	0.00 ft	Cab to Body	N/A

Cargo Area Dimensions

Cargo Box Length @ Floor	82.2 in	Cargo Box Width @ Top, Rear	N/A
Cargo Box Width @ Floor	71.4 in	Cargo Box Width @ Wheelhousings	51.85 in
Cargo Box (Area) Height	21 in	Tailgate Width	N/A

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Dimensions

Cargo Area Dimensions

Cargo Volume	69.5 ft³	Ext'd Cab Cargo Volume	N/A
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Awarded Contract

Call Us first, for all of your Fleet Automotive, & Light Truck needs.

Quote

PHONE (800) ALANJAY (252-6529)		DIRECT 863-385-9610	WWW.ALANJAY.COM	51336-1
Corporate Office	2003 U.S. 27 South Sebring, FL 33870	MOBILE 904-838-4999	Mailing Address	P.O. BOX 9200 Sebring, FL 33871-9200
		FAX 863-402-4221		

ORIGINAL QUOTE DATE
1/3/2024

QUICK QUOTE SHEET

REVISED QUOTE DATE
1/15/2024

REQUESTING AGENCY	LAKE WORTH, CITY OF		
CONTACT PERSON	MICHAEL PIERCE	EMAIL	MPIERCE@LAKEWORTHBEACHFL.GOV
PHONE	561-586-1720	MOBILE	FAX

SOURCEWELL (FORMERLY NJPA) CONTRACT # 2024 091521-NAF & 06 www.NationalAutoFleetGroup.com

MODEL	TK20943 1SA	MSRP	\$51,100.00
2024 GMC SIERRA 2500HD CREW CAB 4WD 8' BED WORK TRUCK			
CUSTOMER ID		NJPA PRICE	\$48,720.00
BED LENGTH	8' BED		

** All vehicles will be ordered white w/ darkest interior unless clearly stated otherwise on purchase order.

FACTORY OPTIONS	DESCRIPTION	
GAZ	Summit White	\$0.00
H2G	Jet Black, Vinyl seat trim	\$0.00
L8T	Engine, 6.6L V8	\$0.00
MKM	Transmission, Allison 10-Speed automatic	\$0.00
1SA	OPTIONS Pro Preferred Equipment Group	\$0.00
AKO	Glass, deep-tinted	\$0.00
AZ3	Seats, front 40/20/40 split-bench	\$0.00
C49	Defogger, rear-window electric	\$0.00
DBG	Mirrors, outside power-adjustable vertical trailing	\$0.00
E63	Pickup bed	\$0.00
FE9	Emissions, Federal requirements	\$0.00
GT4	Rear axle, 3.73 ratio	\$0.00
IOR	Audio system, GMC Infotainment System with 7" diagonal color touch-screen	\$0.00
JGF	GVWR, 10,650 lbs. (4831 kg)	\$0.00
JL1	Trailer brake controller, integrated	\$275.00
K34	Cruise control, steering wheel-mounted	\$0.00
KC9	Power outlet, bed mounted, 120-volt	\$0.00
KI4	Power outlet, instrument panel, 120-volt	\$225.00
PCI	Convenience Package	\$1,135.00
PYN	Wheels, 17" (43.2 cm) painted steel, Silver	\$0.00
QHQ	Tires, LT245/75R17E all-season, blackwall	\$0.00
QT5	Tailgate, gate function manual with EZ Lift	\$0.00
UF2	LED Cargo Area Lighting	\$0.00
VK3	License plate kit, front, Incandescent lighting	\$0.00
RVQ	LPO, Black tubular assist steps, 6" rectangular	\$790.00
ZHQ	Tire, spare LT245/75R17E all-season, blackwall	\$0.00

FACTORY OPTIONS \$2,425.00

SOURCEWELL (FORMERLY NJPA) CONTRACT # 2024 091521-NAF & 06 www.NationalAutoFleetGroup.com

CONTRACT OPTIONS	DESCRIPTION	
NEW-TAG-CITY	New CITY tag Includes temp tag & two way overnight shipping for signature.	\$245.00
LTE BED	BED CREDIT TO REMOVE FACTORY PICK UP BOX	(\$250.00)
LTE 696J	Knapheide 8' SRW utility body for 56" CA (Includes 2nd Stage MSO, Weight Slip, & Completed Vehicle Certification.)	\$11,244.00
LTE CAM	REMOVE / REINSTALL FACTORY BACK UP CAMERA FROM FACTORY TAILGATE TO BE INSTALLED ON UTILITY BODY	\$234.00
LTE 7 WIRE	FACTORY TRAILER HITCH TO BE RE-USED, ADD AFTERMARKET 7 WIRE HARNESS.	\$95.00
LTE FFK	Furnish and install Fuel Filler Neck to work in conjunction with service body.	\$300.00
LTE USOB TB	FURNISH AND INSTALL SPRAY ON BELINER MATERIAL TO INSIDE CARGO AREA AND TOPS OF BOXES	\$1,200.00
TRANSPORT	TRANSPORATION FROM (SC) TO (FL).	\$1,200.00
AJ FAST	REPROGRAM TAILLIGHTS IN BCM TO ACCEPT LED TAIL LAMPS FROM KNAPHEIDE	\$65.00

CONTRACT OPTIONS \$14,333.00

TRADE IN	TOTAL COST	\$65,478.00
	YES WE TAKE TRADE INS ~~~ ASK ABOUT MUNICIPAL FINANCING ~~~	\$0.00
	TOTAL COST LESS TRADE IN(S) QTY 1	\$65,478.00

Estimated Annual payments for 60 months paid in advance: \$14,664.38
Municipal finance for any essential use vehicle, requires lender approval, WAC.

Comments QUOTE SUBJECT TO FACTORY ORDER ACCEPTANCE or 30 DAYS

VEHICLE QUOTED BY **CHRISTY SELF** GOVERNMENT ACCOUNT MANAGER christy.self@alanjay.com

"I Want to be Your Fleet Provider"

I appreciate the opportunity to submit this quotation. Please review it carefully. If there are any errors or changes, please feel free to contact me at any time. I am always happy to be of assistance.



Alan Jay Fleet Sales

Chris Wilson | 863-402-4234 | chris.wilson@alanjay.com

Vehicle: [Fleet] 2024 GMC Sierra 2500HD (TK20943) 4WD Crew Cab 172" Pro (✔ Complete)



Note:Photo may not represent exact vehicle or selected equipment.

Window Sticker

SUMMARY

[Fleet] 2024 GMC Sierra 2500HD (TK20943) 4WD Crew Cab 172" Pro MSRP:\$51,100.00

Interior:Jet Black, Vinyl seat trim

Exterior 1:Summit White

Exterior 2:No color has been selected.

Engine, 6.6L V8

Transmission, Allison 10-Speed automatic

OPTIONS

CODE	MODEL	MSRP
TK20943	[Fleet] 2024 GMC Sierra 2500HD (TK20943) 4WD Crew Cab 172" Pro	\$51,100.00
OPTIONS		
1SA	Pro Preferred Equipment Group	\$0.00
AKO	Glass, deep-tinted	Inc.
AZ3	Seats, front 40/20/40 split-bench	\$0.00
C49	Defogger, rear-window electric	Inc.
DBG	Mirrors, outside power-adjustable vertical trailing	Inc.

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Vehicle: [Fleet] 2024 GMC Sierra 2500HD (TK20943) 4WD Crew Cab 172" Pro (Complete)

E63	Pickup bed		\$0.00
FE9	Emissions, Federal requirements		\$0.00
GAZ	Summit White		\$0.00
GT4	Rear axle, 3.73 ratio		\$0.00
H2G	Jet Black, Vinyl seat trim		\$0.00
IOR	Audio system, GMC Infotainment System with 7" diagonal color touch-screen		\$0.00
JGF	GVWR, 10,650 lbs. (4831 kg)	Inc.	
JL1	Trailer brake controller, integrated		\$275.00
K34	Cruise control, steering wheel-mounted	Inc.	
KC9	Power outlet, bed mounted, 120-volt		\$0.00
KI4	Power outlet, instrument panel, 120-volt		\$225.00
L8T	Engine, 6.6L V8		\$0.00
MKM	Transmission, Allison 10-Speed automatic		\$0.00
PCI	Convenience Package		\$1,135.00
PYN	Wheels, 17" (43.2 cm) painted steel, Silver		\$0.00
QHQ	Tires, LT245/75R17E all-season, blackwall		\$0.00
QT5	Tailgate, gate function manual with EZ Lift	Inc.	
RVQ	LPO, Black tubular assist steps, 6" rectangular		\$795.00
UF2	LED Cargo Area Lighting	Inc.	
ZHQ	Tire, spare LT245/75R17E all-season, blackwall	Inc.	

SUBTOTAL	\$53,530.00
Adjustments Total	\$0.00
Destination Charge	\$1,895.00
TOTAL PRICE	\$55,425.00

FUEL ECONOMY

Est City:N/A

Est Highway:N/A

Est Highway Cruising Range:N/A

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Vehicle: [Fleet] 2024 GMC Sierra 2500HD (TK20943) 4WD Crew Cab 172" Pro (✔ Complete)

Standard Equipment

Package

Sierra HD Pro Safety includes (UEU) Forward Collision Alert, (UE4) Following Distance Indicator, (UKJ) Front Pedestrian Braking, (TQ5) IntelliBeam, (UFL) Lane Departure Warning, (T8Z) Buckle to Drive and (UHY) Automatic Emergency Braking

Trailer Package includes trailer hitch, 7-pin and 4-pin connectors and (CTT) Hitch Guidance (Deleted when (ZW9) pickup bed delete is ordered.)

Mechanical

Engine, 6.6L V8 with Direct Injection and Variable Valve Timing, gasoline, (401 hp [299 kW] @ 5200 rpm, 464 lb-ft of torque [629 N-m] @ 4000 rpm) (STD)

Transmission, Allison 10-Speed automatic (STD)

Rear axle, 3.73 ratio (Requires (L8T) 6.6L V8 gas engine.)

Pickup bed includes bed assist step (Deleted when (ZW9) pickup bed delete is ordered.) (STD)

GVWR, 10,650 lbs. (4831 kg) (STD) (Included and only available with TK20903 model and (L8T) 6.6L V8 gas engine with 18", 20" or 22" wheels or TK20943 and (L8T) 6.6L V8 gas engine with 17" wheels.)

Push Button Start

Transfer case, two-speed, electronic shift with push button controls (Requires 4WD models.)

Auto-locking rear differential

Four wheel drive

Cooling, external engine oil cooler

Cooling, auxiliary external transmission oil cooler

Air filter, heavy-duty

Air filtration monitoring

Battery, heavy-duty 720 cold-cranking amps/80 Amp-hr maintenance-free with rundown protection and retained accessory power (Included and only available with (L8T) 6.6L V8 gas engine.)

Alternator, 170 amps (Requires (L8T) 6.6L V8 gas engine.)

Recovery hooks, front, frame-mounted, Black

Frame, fully-boxed, hydroformed front section and a fully-boxed stamped rear section

Suspension Package (Not available with (X31) Off-Road Package.)

Steering, Recirculating Ball with smart flow power steering system

Brakes, 4-wheel antilock, 4-wheel disc with DURALIFE rotors

Brake lining wear indicator

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Vehicle: [Fleet] 2024 GMC Sierra 2500HD (TK20943) 4WD Crew Cab 172" Pro (✔ Complete)

Exterior

Wheels, 17" (43.2 cm) painted steel, Silver (STD)

Tires, LT245/75R17E all-season, blackwall (STD)

Tire, spare LT245/75R17E all-season, blackwall (STD) (Included and only available with (QHJ) LT245/75R17E all-season, blackwall tires with (E63) pickup bed models. Available to order when (ZW9) pickup bed delete and (QHJ) LT245/75R17E all-season, blackwall tires are ordered.)

Capless Fuel Fill (Requires (L8T) 6.6L gas V8 engine. Not included with (ZW9) pickup bed delete.)

Tire carrier lock keyed cylinder lock that utilizes same key as ignition and door (Deleted with (ZW9) pickup bed delete.)

Bumper, front chrome lower

Bumper, rear chrome with bumper CornerSteps

Bed Step, Black integrated on forward portion of bed on driver and passenger side (Not available on (ZW9) pickup bed delete.)

CornerStep, rear bumper

Cargo tie downs (12), fixed, rated at 500 lbs per corner

Moldings, beltline, Black

Grille (Chrome with flat black grille insert bars.)

Headlamps, Animated LED projectors LED turn signals and Daytime Running Lamps

IntelliBeam, automatic high beam on/off (Included and only available with (PDI) Sierra HD Pro Safety.)

Lamps, cargo area cab mounted integrated with center high mount stop lamp, with switch in bank on left side of steering wheel

Taillamps, LED Signature Tail, Incandescent Brake, Turn & Reverse Lamps

Mirrors, outside high-visibility vertical trailering lower convex mirrors, manual-folding/extending (extends 3.31" [84.25mm]), molded in Black (Not available on Regular Cab models.)

Glass, solar absorbing, tinted

Door handles, Black grained

Tailgate, standard (Deleted with (ZW9) pickup bed delete.)

Tailgate, locking, utilizes same key as ignition and door (Included and only available with (QK1) standard tailgate. Deleted with (ZW9) pickup bed delete.)

Tailgate, gate function manual, no lift assist (Deleted with (ZW9) pickup bed delete.)

Tailgate and bed rail protection caps, top (Deleted with (ZW9) pickup bed delete.)

Mirror, inside rearview, manual tilt

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Vehicle: [Fleet] 2024 GMC Sierra 2500HD (TK20943) 4WD Crew Cab 172" Pro (✔ Complete)

Entertainment

Audio system, GMC Infotainment System with 7" diagonal color touch-screen AM/FM stereo with seek-and-scan and digital clock, includes Bluetooth streaming audio for music and select phones; featuring wired Android Auto and Apple CarPlay capability for compatible phones (STD)

Audio system feature, 6-speaker system (Requires Crew Cab or Double Cab model.)

Bluetooth for phone connectivity to vehicle infotainment system

Wireless phone projection for Apple CarPlay and Android Auto

Wi-Fi Hotspot capable (Terms and limitations apply. See onstar.com or dealer for details.)

Interior

Seats, front 40/20/40 split-bench with covered armrest storage and under-seat storage (lockable) (STD)

Seat trim, Vinyl

Seat adjuster, driver 4-way manual

Seat adjuster, passenger 4-way manual

Seat, rear 60/40 folding bench (folds up), 3-passenger (includes child seat top tether anchor) (Not available with Regular Cab model.)

Floor covering, rubberized-vinyl (Not available with LPO floor liners.)

Steering wheel, urethane

Instrument cluster 6-gauge cluster featuring speedometer, fuel level, engine temperature, tachometer, voltage and oil pressure

Driver Information Center, 3.5" diagonal monochromatic display

Rear Seat Reminder (Requires Crew Cab or Double Cab model.)

Exterior Temperature Display, located in radio display

Compass, located in instrument cluster

Windows, power front, drivers express up/down

Window, power front, passenger express down

Windows, power rear, express down

Door locks, power

Remote Keyless Entry

USB Ports, 2, Charge/Data ports located on instrument panel

Power outlet, front auxiliary, 12-volt

Air conditioning, single-zone

Air vents, rear (Not available with Regular Cab model.)

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Vehicle: [Fleet] 2024 GMC Sierra 2500HD (TK20943) 4WD Crew Cab 172" Pro (✔ Complete)

Interior

Assist handles front A-pillar mounted for driver and passenger, rear B-pillar mounted

GMC Connected Access capable (Subject to terms. See onstar.com or dealer for details.)

Safety-Mechanical

Front Pedestrian Braking (Included and only available with (PDI) Sierra HD Pro Safety.)

Automatic Emergency Braking (Included and only available with (PDI) Sierra HD Pro Safety.)

StabiliTrak, stability control system with Proactive Roll Avoidance and traction control, includes electronic trailer sway control and hill start assist

Safety-Exterior

Daytime Running Lamps, LED signature lighting

LED Signature DRL's

Safety-Interior

Airbags, Dual-stage frontal airbags for driver and front outboard passenger; Seat-mounted side-impact airbags for driver and front outboard passenger; Head-curtain airbags for front and rear outboard seating positions; Includes front outboard Passenger Sensing System for frontal outboard passenger airbag (Always use seat belts and child restraints. Children are safer when properly secured in a rear seat in the appropriate child restraint. See the Owner's Manual for more information.)

OnStar and GMC Connected Services capable (Terms and limitations apply. See onstar.com or dealer for details.)

HD Rear Vision Camera (Not available with (ZW9) pickup bed delete. Removed with (UV2) HD Surround Vision or (ZW9) pickup bed delete. Not available with (Z6A) Gooseneck / 5th Wheel Prep Package.)

Hitch Guidance dynamic single line to aid in truck trailer alignment for hitching (Deleted with (ZW9) pickup bed delete.)

Forward Collision Alert (Included and only available with (PDI) Sierra HD Pro Safety.)

Following Distance Indicator (Included and only available with (PDI) Sierra HD Pro Safety.)

Lane Departure Warning (Included and only available with (PDI) Sierra HD Pro Safety.)

Rear Seat Belt Indicator (Requires Crew Cab or Double Cab model.)

Seat Belt Adjustable Guide Loops, front row only (Included and only available on Crew Cab and Double Cab models. Not available with (ZW9) pickup bed delete.)

Buckle to Drive prevents vehicle from being shifted out of Park until driver seat belt is fastened; times out after 20 seconds and encourages seat belt use (Included and only available with (PDI) Sierra HD Pro Safety.)

Teen Driver a configurable feature that lets you activate customizable vehicle settings associated with a key fob, to help encourage safe driving behavior. It can limit certain available vehicle features, and it prevents certain safety systems from being turned off. An in-vehicle report card gives you information on driving habits and helps you to continue to coach your new driver

Tire Pressure Monitoring System, auto learn includes Tire Fill Alert (does not apply to spare tire)

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Vehicle: [Fleet] 2024 GMC Sierra 2500HD (TK20943) 4WD Crew Cab 172" Pro (✔ Complete)

Safety-Interior

Trailer Information Label provides max trailer ratings for tongue weight, conventional, gooseneck and 5th wheel trailering (Not available on (ZW9) pickup bed delete.)

3 Years of OnStar Remote Access. The OnStar Remote Access Plan gives you simplified remote control of your properly equipped vehicle and unlocks a variety of great features in your myGMC mobile app. See dealer for details. (OnStar Remote Access Plan does not include emergency or security services. Fleet customers will get Fleet Remote Access through OnStar Vehicle Insights. See onstar.com for details and limitations. Available on select Apple and Android devices. Service availability, features and functionality vary by vehicle, device, and the plan you are enrolled in. Terms apply. Device data connection required.)

WARRANTY

Warranty Note: <<< Preliminary 2024 Warranty >>>

Basic Years: 3

Basic Miles/km: 36,000

Drivetrain Years: 5

Drivetrain Miles/km: 60,000

Drivetrain Note: HD Duramax Diesel: 5 Years/100,000 Miles; Qualified Fleet Purchases: 5 Years/100,000 Miles

Corrosion Years (Rust-Through): 6

Corrosion Years: 3

Corrosion Miles/km (Rust-Through): 100,000

Corrosion Miles/km: 36,000

Roadside Assistance Years: 5

Roadside Assistance Miles/km: 60,000

Roadside Assistance Note: HD Duramax Diesel: 5 Years/100,000 Miles; Qualified Fleet Purchases: 5 Years/100,000 Miles

Maintenance Note: 1 Year/1 Visit

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Vehicle: [Fleet] 2024 GMC Sierra 2500HD (TK20943) 4WD Crew Cab 172" Pro (Complete)

Technical Specifications

Powertrain

Transmission

Drivetrain	Four Wheel Drive	Trans Order Code	MKM
Trans Type	10	Trans Description Cont.	Automatic
Trans Description Cont. Again	N/A	First Gear Ratio (:1)	N/A
Second Gear Ratio (:1)	N/A	Third Gear Ratio (:1)	N/A
Fourth Gear Ratio (:1)	N/A	Fifth Gear Ratio (:1)	N/A
Sixth Gear Ratio (:1)	N/A	Reverse Ratio (:1)	N/A
Clutch Size	N/A	Trans Power Take Off	N/A
Final Drive Axle Ratio (:1)	N/A	Transfer Case Model	N/A
Transfer Case Gear Ratio (:1), High	N/A	Transfer Case Gear Ratio (:1), Low	N/A
Transfer Case Power Take Off	N/A	Seventh Gear Ratio (:1)	N/A
Eighth Gear Ratio (:1)	N/A	Ninth Gear Ratio (:1)	N/A
Tenth Gear Ratio (:1)	N/A		

Mileage

EPA Fuel Economy Est - Hwy	N/A	Cruising Range - City	N/A
EPA Fuel Economy Est - City	N/A	Fuel Economy Est-Combined	N/A
Cruising Range - Hwy	N/A	Estimated Battery Range	N/A

Engine

Engine Order Code	L8T	Engine Type	Gas V8
Displacement	6.6L/-TBD-	Fuel System	Direct Injection
SAE Net Horsepower @ RPM	401 @ 5200	SAE Net Torque @ RPM	464 @ 4000
Engine Oil Cooler	N/A		

Electrical

Cold Cranking Amps @ 0° F (Primary)	720	Cold Cranking Amps @ 0° F (2nd)	N/A
Cold Cranking Amps @ 0° F (3rd)	N/A	Maximum Alternator Capacity (amps)	170

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Vehicle: [Fleet] 2024 GMC Sierra 2500HD (TK20943) 4WD Crew Cab 172" Pro (Complete)

Powertrain

Cooling System

Total Cooling System Capacity N/A

Vehicle

Emissions

Tons/yr of CO2 Emissions @ 15K mi/year N/A

EPA Greenhouse Gas Score N/A

Chassis

Weight Information

Standard Weight - Front 0.00 lbs

Standard Weight - Rear 0.00 lbs

Base Curb Weight N/A

Gross Axle Wt Rating - Front N/A

Gross Axle Wt Rating - Rear N/A

Curb Weight - Front N/A

Curb Weight - Rear N/A

Option Weight - Front 0.00 lbs

Option Weight - Rear 0.00 lbs

Reserve Axle Capacity - Front N/A

Reserve Axle Capacity - Rear N/A

As Spec'd Curb Weight N/A

As Spec'd Payload N/A

Maximum Payload Capacity N/A

Gross Combined Wt Rating 24500 lbs

Gross Axle Weight Rating N/A

Curb Weight N/A

Reserve Axle Capacity N/A

Total Option Weight 0.00 lbs

Payload Weight Front 0 lbs

Payload Weight Rear 0 lbs

Gross Vehicle Weight Rating 10650.00 lbs

Trailer

Dead Weight Hitch - Max Trailer Wt. 5000 lbs

Dead Weight Hitch - Max Tongue Wt. 500 lbs

Wt Distributing Hitch - Max Trailer Wt. 16000 lbs

Wt Distributing Hitch - Max Tongue Wt. 1600 lbs

Fifth Wheel Hitch - Max Trailer Wt. 18370 lbs

Fifth Wheel Hitch - Max Tongue Wt. 4592 lbs

Maximum Trailering Capacity 20000 lbs

Frame

Frame Type N/A

Sect Modulus Rails Only N/A

Frame RBM N/A

Frame Strength N/A

Frame Thickness N/A

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Chassis

Suspension

Suspension Type - Front	Short/Long Arm	Suspension Type - Rear	Multi-Leaf Springs
Spring Capacity - Front	N/A	Spring Capacity - Rear	N/A
Axle Type - Front	N/A	Axle Type - Rear	N/A
Axle Capacity - Front	N/A	Axle Capacity - Rear	N/A
Axle Ratio (:1) - Front	3.73	Axle Ratio (:1) - Rear	3.73
Shock Absorber Diameter - Front	2.01 mm	Shock Absorber Diameter - Rear	2.01 mm
Stabilizer Bar Diameter - Front	1.38 in	Stabilizer Bar Diameter - Rear	N/A

Tires

Front Tire Order Code	QHJ	Rear Tire Order Code	QHJ
Spare Tire Order Code	ZHQ	Front Tire Size	LT245/75R17E
Rear Tire Size	LT245/75R17E	Spare Tire Size	LT245/75R17E
Front Tire Capacity	N/A	Rear Tire Capacity	N/A
Spare Tire Capacity	N/A	Revolutions/Mile @ 45 mph - Front	N/A
Revolutions/Mile @ 45 mph - Rear	N/A	Revolutions/Mile @ 45 mph - Spare	N/A

Wheels

Front Wheel Size	17 x -TBD- in	Rear Wheel Size	17 x -TBD- in
Spare Wheel Size	N/A	Front Wheel Material	Steel
Rear Wheel Material	Steel	Spare Wheel Material	Steel

Steering

Steering Type	Pwr Recirculating Ball	Steering Ratio (:1), Overall	N/A
Steering Ratio (:1), On Center	N/A	Steering Ratio (:1), At Lock	N/A
Turning Diameter - Curb to Curb	57 ft	Turning Diameter - Wall to Wall	N/A

Brakes

Brake Type	Pwr	Brake ABS System	4-Wheel
Brake ABS System (Second Line)	N/A	Disc - Front (Yes or)	Yes
Disc - Rear (Yes or)	Yes	Front Brake Rotor Diam x Thickness	14 x 1.6 in

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Chassis

Brakes

Rear Brake Rotor Diam x Thickness	14.1 x 1.3 in	Drum - Rear (Yes or)	N/A
Rear Drum Diam x Width	N/A		

Fuel Tank

Fuel Tank Capacity, Approx	36 gal	Aux Fuel Tank Capacity, Approx	N/A
Fuel Tank Location	N/A	Aux Fuel Tank Location	N/A

Dimensions

Interior Dimensions

Passenger Capacity	6	Front Head Room	43.03 in
Front Leg Room	44.53 in	Front Shoulder Room	66.02 in
Front Hip Room	61.18 in	Second Head Room	40.12 in
Second Leg Room	43.4 in	Second Shoulder Room	65.3 in
Second Hip Room	60.24 in		

Exterior Dimensions

Wheelbase	172 in	Length, Overall w/o rear bumper	N/A
Length, Overall w/rear bumper	N/A	Length, Overall	266.77 in
Width, Max w/o mirrors	81.85 in	Height, Overall	79.65 in
Overhang, Front	N/A	Overhang, Rear w/o bumper	N/A
Front Bumper to Back of Cab	N/A	Cab to Axle	55.24 in
Cab to End of Frame	N/A	Ground to Top of Load Floor	N/A
Ground to Top of Frame	N/A	Frame Width, Rear	N/A
Ground Clearance, Front	10.08 in	Ground Clearance, Rear	10.08 in
Body Length	0.00 ft	Cab to Body	N/A

Cargo Area Dimensions

Cargo Box Length @ Floor	98.27 in	Cargo Box Width @ Top, Rear	N/A
Cargo Box Width @ Floor	71.4 in	Cargo Box Width @ Wheelhousings	50.55 in
Cargo Box (Area) Height	21 in	Tailgate Width	N/A

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Data Version: 20277. Data Updated: Aug 24, 2023 6:40:00 PM PDT.



Alan Jay Fleet Sales


Chris Wilson | 863-402-4234 | chris.wilson@alanjay.com

Vehicle: [Fleet] 2024 GMC Sierra 2500HD (TK20943) 4WD Crew Cab 172" Pro ( Complete)

Dimensions

Cargo Area Dimensions

Cargo Volume	83.5 ft³	Ext'd Cab Cargo Volume	N/A
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Awarded Contract

Call Us first, for all of your Fleet Automotive, & Light Truck needs.

Quote

PHONE (800) ALANJAY (252-6529)		DIRECT 863-385-9610	WWW.ALANJAY.COM	51335-1
Corporate Office	2003 U.S. 27 South Sebring, FL 33870	MOBILE 904-838-4999	Mailing Address	P.O. BOX 9200 Sebring, FL 33871-9200
		FAX 863-402-4221		

ORIGINAL QUOTE DATE
1/3/2024

QUICK QUOTE SHEET

REVISED QUOTE DATE
1/15/2024

REQUESTING AGENCY	LAKE WORTH, CITY OF		
CONTACT PERSON	MICHAEL PIERCE	EMAIL	MPIERCE@LAKEWORTHBEACHFL.GOV
PHONE	561-586-1720	MOBILE	FAX

SOURCEWELL (FORMERLY NJPA) CONTRACT # 2024 091521-NAF & 06 www.NationalAutoFleetGroup.com

MODEL	TK10543 1SA	MSRP	\$46,700.00
	2024 GMC SIERRA 1500 CREW CAB 4WD 5.5' BED WORK TRUCK 147" WB		

CUSTOMER ID	INCREMENTAL ALLOCATION Q2 '24	NJPA PRICE	\$44,806.00
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BED LENGTH	5.5' BED
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** All vehicles will be ordered white w/ darkest interior unless clearly stated otherwise on purchase order.

FACTORY OPTIONS

DESCRIPTION

GAZ	Summit White	\$0.00
H2G	Jet Black, Vinyl seat trim	\$0.00
L3B	Engine, TurboMax	\$0.00
MFC	Transmission, 8-speed automatic, (Column shifter) electronically controlled	\$0.00
1SA	OPTIONS Pro Preferred Equipment Group	\$0.00
AKO	Glass, deep-tinted	\$0.00
AZ3	Seats, front 40/20/40 split-bench	\$0.00
C49	Defogger, rear-window electric	\$0.00
C5W	GVWR, 7000 lbs. (3175 kg)	\$0.00
CTT	Hitch Guidance	\$0.00
DLF	Mirrors, outside heated power-adjustable	\$0.00
FE9	Emissions, Federal requirements	\$0.00
G80	Auto-locking rear differential	\$395.00
GU6	Rear axle, 3.42 ratio	\$0.00
IOR	Audio system, GMC Infotainment System with 7" diagonal color touch-screen, AM/FM stereo	\$0.00
JL1	Trailer brake controller, integrated	\$275.00
K34	Cruise control, steering wheel-mounted	\$0.00
KW5	Alternator, 220 amps	\$0.00
PCI	Convenience Package	\$1,070.00
QBN	Tires, 255/70R17 all-season, blackwall	\$0.00
QBR	Tire, spare 255/70R17 all-season, blackwall	\$0.00
QT5	Tailgate, gate function manual with EZ Lift	\$0.00
RD6	Wheels, 17" x 8" (43.2 cm x 20.3 cm) painted steel, Silver	\$0.00
RVS	LPO, Black tubular assist steps, 4" round	\$850.00
UF2	LED Cargo Area Lighting	\$0.00
Z82	Trailer Package	\$395.00

FACTORY OPTIONS \$2,985.00

CONTRACT OPTIONS

DESCRIPTION

NEW-TAG-CITY	New CITY tag Includes temp tag & two way overnight shipping for signature.	\$245.00
HD SOB SH	HD Scorpion spray on bed liner (short bed) under rail.	\$735.00

CONTRACT OPTIONS \$980.00

SOURCEWELL (FORMERLY NJPA) CONTRACT # 2024 091521-NAF & 06 www.NationalAutoFleetGroup.com

TRADE IN

TOTAL COST

\$48,771.00

YES WE TAKE TRADE INS ~~~ ASK ABOUT MUNICIPAL FINANCING ~~~

\$0.00

TOTAL COST LESS TRADE IN(S)

QTY

1

\$48,771.00

Estimated Annual payments for 60 months paid in advance: \$10,922.70

Municipal finance for any essential use vehicle, requires lender approval, WAC.

Comments

ORDERED UNIT VIN: [VIN NA]

VEHICLE QUOTED BY

CHRISTY SELF

GOVERNMENT ACCOUNT MANAGER christy.self@alanjay.com

"I Want to be Your Fleet Provider"

I appreciate the opportunity to submit this quotation. Please review it carefully. If there are any errors or changes, please feel free to contact me at any time. I am always happy to be of assistance.



Alan Jay Fleet

Ashlee Wilson | 863-402-4234 | ashlee.wilson@alanjay.com

Vehicle: [Fleet] 2024 GMC Sierra 1500 (TK10543) 4WD Crew Cab 147" Pro (✔ Complete)



Note:Photo may not represent exact vehicle or selected equipment.

Window Sticker

SUMMARY

[Fleet] 2024 GMC Sierra 1500 (TK10543) 4WD Crew Cab 147" Pro MSRP:\$46,700.00

- Interior:Jet Black, Vinyl seat trim
- Exterior 1:Summit White
- Exterior 2:No color has been selected.
- Engine, TurboMax
- Transmission, 8-speed automatic, (Column shifter) electronically controlled

OPTIONS

CODE	MODEL	MSRP
TK10543	[Fleet] 2024 GMC Sierra 1500 (TK10543) 4WD Crew Cab 147" Pro	\$46,700.00
OPTIONS		
1SA	Pro Preferred Equipment Group	\$0.00
AKO	Glass, deep-tinted	Inc.
AZ3	Seats, front 40/20/40 split-bench	\$0.00
C49	Defogger, rear-window electric	Inc.
C5W	GVWR, 7000 lbs. (3175 kg)	\$0.00
CTT	Hitch Guidance	Inc.

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 Data Version: 21214. Data Updated: Dec 14, 2023 6:40:00 PM PST.



Alan Jay Fleet

Ashlee Wilson | 863-402-4234 | ashlee.wilson@alanjay.com

Vehicle: [Fleet] 2024 GMC Sierra 1500 (TK10543) 4WD Crew Cab 147" Pro (✔ Complete)

DLF	Mirrors, outside heated power-adjustable	Inc.	
FE9	Emissions, Federal requirements		\$0.00
G80	Auto-locking rear differential		\$395.00
GAZ	Summit White		\$0.00
GU6	Rear axle, 3.42 ratio		\$0.00
H2G	Jet Black, Vinyl seat trim		\$0.00
IOR	Audio system, GMC Infotainment System with 7" diagonal color touch-screen, AM/FM stereo		\$0.00
JL1	Trailer brake controller, integrated		\$275.00
K34	Cruise control, steering wheel-mounted	Inc.	
KW5	Alternator, 220 amps	Inc.	
L3B	Engine, TurboMax		\$0.00
MFC	Transmission, 8-speed automatic, (Column shifter) electronically controlled		\$0.00
PCI	Convenience Package		\$1,070.00
QBN	Tires, 255/70R17 all-season, blackwall		\$0.00
QBR	Tire, spare 255/70R17 all-season, blackwall		\$0.00
QT5	Tailgate, gate function manual with EZ Lift	Inc.	
RD6	Wheels, 17" x 8" (43.2 cm x 20.3 cm) painted steel, Silver		\$0.00
RVS	LPO, Black tubular assist steps, 4" round		\$850.00
UF2	LED Cargo Area Lighting	Inc.	
Z82	Trailer Package		\$395.00
—	Option/package discount		(\$1,350.00)

SUBTOTAL	\$48,335.00
Adjustments Total	\$0.00
Destination Charge	\$1,995.00
TOTAL PRICE	\$50,330.00

FUEL ECONOMY

Est City:17 MPG

Est Highway:20 MPG

Est Highway Cruising Range:480.00 mi

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Alan Jay Fleet

Ashlee Wilson | 863-402-4234 | ashlee.wilson@alanjay.com

Vehicle: [Fleet] 2024 GMC Sierra 1500 (TK10543) 4WD Crew Cab 147" Pro (✔ Complete)

Standard Equipment

Package

GMC Pro Safety includes (UEU) Forward Collision Alert, (UE4) Following Distance Indicator, (UKJ) Front Pedestrian Braking, (TQ5) IntelliBeam, (UHX) Lane Keep Assist with Lane Departure Warning, and (UHY) Automatic Emergency Braking (Includes (T8Z) Buckle to Drive.)

Mechanical

Pickup bed (Deleted when (ZW9) pickup bed delete is ordered on Regular Cab models.)

Engine, TurboMax (310 hp [231 kW] @ 5600 rpm, 430 lb-ft of torque [583 Nm] @ 3000 rpm) (Not available with (VYU) Snow Plow Prep Package, (ZW9) pickup bed delete, (KC4) external engine oil cooler or (X31) X31 Off-Road Package. Includes (KW5) 220-amp alternator.) (STD)

Transmission, 8-speed automatic, (Column shifter) electronically controlled with overdrive and tow/haul mode. Includes Cruise Grade Braking and Powertrain Grade Braking (Standard and only available with (L3B) TurboMax engine.) (STD)

Rear axle, 3.42 ratio (Included and only available with (L3B) TurboMax engine.)

GVWR, 7000 lbs. (3175 kg) (Requires Crew Cab or Double Cab 4WD model and (L3B) TurboMax engine. Requires Double Cab 4WD model and (L84) 5.3L EcoTec3 V8 engine.) (STD)

Push Button Start

Automatic Stop/Start (Not available with (FHS) E85 FlexFuel capability.)

Transfer case, single speed, electronic Autotrac with push button control (4WD models only)

Suspension Package, Standard

Four wheel drive

Battery, heavy-duty 730 cold-cranking amps/80 Amp-hr, maintenance-free with rundown protection and retained accessory power (Included and only available with (L84) 5.3L EcoTec3 V8 engine or (L3B) TurboMax engine.)

Frame, fully-boxed, hydroformed front section

Recovery hooks, front, frame-mounted, Black (Included with 4WD models or included on 2WD models with (PQA) 1SA Safety Plus Package or (WPB) Graphite Edition. Available on 2WD models as a free flow option.)

Cargo tie downs (12), fixed

Steering, Electric Power Steering (EPS) assist, rack-and-pinion

Brakes, 4-wheel antilock, 4-wheel disc with DURALIFE rotors

Capless Fuel Fill

Exhaust, single outlet

Exhaust, aluminized stainless-steel muffler and tailpipe

Exterior

Wheels, 17" x 8" (43.2 cm x 20.3 cm) painted steel, Silver (STD)

Tires, 255/70R17 all-season, blackwall (STD)

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Alan Jay Fleet

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Vehicle: [Fleet] 2024 GMC Sierra 1500 (TK10543) 4WD Crew Cab 147" Pro (✔ Complete)

Exterior

Tire, spare 255/70R17 all-season, blackwall (Included with (QBN) 255/70R17 all-season, blackwall tires.) (STD)

Wheel, 17" x 8" (43.2 cm x 20.3 cm) full-size, steel spare

Tire carrier lock keyed cylinder lock that utilizes same key as ignition and door (Deleted with (ZW9) pickup bed delete.)

Bumper, front chrome lower (Requires (VJH) rear chrome bumper and (E63) pickup bed. Required with (PQA) 1SA Safety Plus Package on 1SA unless ordered with (WBP) Graphite Edition.)

Bumper, rear chrome with bumper CornerSteps (Requires (V46) front chrome bumper and (E63) pickup bed.)

CornerStep, rear bumper

Grille (Chrome header with flat black grille insert bars)

Headlamps, LED projectors with Fade-on/Fade-off animation, LED turn signals and Daytime Running Lamps

IntelliBeam, automatic high beam on/off (Included and only available with (PDI) GMC Pro Safety.)

Taillamps, LED LED signature taillight and Fade-on/Fade-off animation, incandescent stop, turn and reverse light

Mirrors, outside manual, Black (Not available on Regular Cab models.)

Glass, solar absorbing, tinted

Lamps, cargo area, cab mounted integrated with center high mount stop lamp, with switch in bank on left side of steering wheel

Tailgate, standard (Deleted with (ZW9) pickup bed delete.)

Tailgate, gate function manual, no lift assist (Deleted with (ZW9) pickup bed delete or (QK2) GMC MultiPro Tailgate.)

Tailgate and bed rail protection caps, top

Tailgate, locking utilizes same key as ignition and door (Deleted with (ZW9) pickup bed delete or (QK2) GMC MultiPro Tailgate.)

Door handles, Black grained

Entertainment

Audio system, GMC Infotainment System with 7" diagonal color touch-screen, AM/FM stereo with seek-and-scan and digital clock, includes Bluetooth streaming audio for music and select phones; featuring wireless Android Auto and Apple CarPlay capability for compatible phones (STD)

Audio system feature, 6-speaker system (Requires Crew Cab or Double Cab model.)

Bluetooth for phone connectivity to vehicle infotainment system

Wireless, Apple CarPlay / Wireless Android Auto

Wi-Fi Hotspot capable (Terms and limitations apply. See onstar.com or dealer for details.)

Interior

Seats, front 40/20/40 split-bench with covered armrest storage and under-seat storage (lockable) (STD)

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Vehicle: [Fleet] 2024 GMC Sierra 1500 (TK10543) 4WD Crew Cab 147" Pro (✔ Complete)

Interior

- Seat trim, Vinyl
- Seat adjuster, driver 4-way manual
- Seat adjuster, passenger 4-way manual
- Seat, rear 60/40 folding bench (folds up), 3-passenger (includes child seat top tether anchor) (Not available with Regular Cab model.)
- Floor covering, rubberized-vinyl (Not available with LPO floor liners.)
- Steering column, Tilt-Wheel, manual with wheel locking security feature
- Steering wheel, urethane
- Instrument cluster, 6-gauge cluster featuring speedometer, fuel level, engine temperature, tachometer, voltage and oil pressure
- Driver Information Center, 3.5" diagonal monochromatic display
- Compass, located in instrument cluster
- Exterior Temperature Display, located in radio display
- Brake lining wear indicator
- Windows, power front, drivers express up/down
- Window, power front, passenger express down
- Windows, power rear, express down (Not available on Regular Cab models.)
- Door locks, power
- Remote Keyless Entry
- USB Ports, 2, Charge/Data ports located on instrument panel
- Power outlet, front auxiliary, 12-volt
- Air conditioning, single-zone manual
- Air vents, rear (Not available with Regular Cab model.)
- Mirror, inside rearview, manual tilt
- Assist handles front A-pillar mounted for driver and passenger, rear B-pillar mounted
- GMC Connected Access capable (Subject to terms. See onstar.com or dealer for details.)

Safety-Interior

- Automatic Emergency Braking (Included and only available with (PDI) GMC Pro Safety.)
- Airbags, Dual-stage frontal airbags for driver and front outboard passenger; Seat-mounted side-impact airbags for driver and front outboard passenger; Head-curtain airbags for front and rear outboard seating positions; Includes front outboard Passenger Sensing System for frontal outboard passenger airbag (Always use seat belts and child restraints. Children are safer when properly secured in a rear seat in the appropriate child restraint. See the Owner's Manual for more information.)

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Vehicle: [Fleet] 2024 GMC Sierra 1500 (TK10543) 4WD Crew Cab 147" Pro (✔ Complete)

Safety-Interior

OnStar and GMC Connected Services capable (Terms and limitations apply. See onstar.com or dealer for details.)

HD Rear Vision Camera (Not available with (ZW9) pickup bed delete.)

Following Distance Indicator (Included and only available with (PDI) GMC Pro Safety.)

Forward Collision Alert (Included and only available with (PDI) GMC Pro Safety.)

Lane Keep Assist with Lane Departure Warning (Included and only available with (PDI) GMC Pro Safety.)

Seat Belt Adjustable Guide Loops, front row only (Included and only available with Crew Cab or Double Cab models.)

Buckle to Drive (Included and only available with (PDI) GMC Pro Safety.)

Tire Pressure Monitor System, auto learn includes Tire Fill Alert (does not apply to spare tire)

Rear Seat Reminder (Requires Crew Cab or Double Cab model.)

Rear seat belt warning (Requires Crew Cab or Double Cab model.)

3 Years of OnStar Remote Access. The OnStar Remote Access Plan gives you simplified remote control of your properly equipped vehicle and unlocks a variety of great features in your myGMC mobile app. See dealer for details. (OnStar Remote Access Plan does not include emergency or security services. Fleet customers will get Fleet Remote Access through OnStar Vehicle Insights. See onstar.com for details and limitations. Available on select Apple and Android devices. Service availability, features and functionality vary by vehicle, device, and the plan you are enrolled in. Terms apply. Device data connection required.)

Safety-Mechanical

Front Pedestrian Braking (Included and only available with (PDI) GMC Pro Safety.)

StabiliTrak, stability control system with Proactive Roll Avoidance and traction control, includes electronic trailer sway control and hill start assist

Safety-Exterior

Daytime Running Lamps, LED signature lighting

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Alan Jay Fleet

Ashlee Wilson | 863-402-4234 | ashlee.wilson@alanjay.com

Vehicle: [Fleet] 2024 GMC Sierra 1500 (TK10543) 4WD Crew Cab 147" Pro (✔ Complete)

WARRANTY

Basic Years: 3

Basic Miles/km: 36,000

Drivetrain Years: 5

Drivetrain Miles/km: 60,000

Drivetrain Note: Sierra TurboMax™ engines, 3.0L & 6.0L Duramax® Turbo-Diesel engines, and certain commercial, government, and qualified fleet vehicles: 5 years/100,000 miles

Corrosion Years (Rust-Through): 6

Corrosion Years: 3

Corrosion Miles/km (Rust-Through): 100,000

Corrosion Miles/km: 36,000

Roadside Assistance Years: 5

Roadside Assistance Miles/km: 60,000

Roadside Assistance Note: Sierra TurboMax™ engines, 3.0L & 6.0L Duramax® Turbo-Diesel engines, and certain commercial, government, and qualified fleet vehicles: 5 years/100,000 miles

Maintenance Note: First Visit: 12 Months/12,000 Miles

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Ashlee Wilson | 863-402-4234 | ashlee.wilson@alanjay.com

Vehicle: [Fleet] 2024 GMC Sierra 1500 (TK10543) 4WD Crew Cab 147" Pro (✔ Complete)

Technical Specifications

Chassis

Weight Information

Standard Weight - Front	0.00 lbs	Standard Weight - Rear	0.00 lbs
Base Curb Weight	N/A	Gross Axle Wt Rating - Front	3800 lbs
Gross Axle Wt Rating - Rear	3800 lbs	Curb Weight - Front	2846 lbs
Curb Weight - Rear	1982 lbs	Option Weight - Front	0.00 lbs
Option Weight - Rear	0.00 lbs	Reserve Axle Capacity - Front	954.00 lbs
Reserve Axle Capacity - Rear	1818.00 lbs	As Spec'd Curb Weight	4828.00 lbs
As Spec'd Payload	2172.00 lbs	Maximum Payload Capacity	2172.00 lbs
Gross Combined Wt Rating	14500 lbs	Gross Axle Weight Rating	7600.00 lbs
Curb Weight	4828.00 lbs	Reserve Axle Capacity	2772.00 lbs
Total Option Weight	0.00 lbs	Payload Weight Front	0 lbs
Payload Weight Rear	0 lbs	Gross Vehicle Weight Rating	7000.00 lbs

Trailer

Dead Weight Hitch - Max Trailer Wt.	5000 lbs	Dead Weight Hitch - Max Tongue Wt.	500 lbs
Wt Distributing Hitch - Max Trailer Wt.	8900 lbs	Wt Distributing Hitch - Max Tongue Wt.	890 lbs
Fifth Wheel Hitch - Max Trailer Wt.	8600 lbs	Fifth Wheel Hitch - Max Tongue Wt.	2150 lbs
Maximum Trailering Capacity	9400 lbs		

Frame

Frame Type	Hydroformed	Sect Modulus Rails Only	N/A
Frame RBM	N/A	Frame Strength	N/A
Frame Thickness	N/A		

Suspension

Suspension Type - Front	Independent	Suspension Type - Rear	Solid Axle
Spring Capacity - Front	3800 lbs	Spring Capacity - Rear	3850 lbs
Axle Type - Front	N/A	Axle Type - Rear	N/A
Axle Capacity - Front	3800 lbs	Axle Capacity - Rear	3800 lbs
Axle Ratio (:1) - Front	3.42	Axle Ratio (:1) - Rear	3.42

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Vehicle: [Fleet] 2024 GMC Sierra 1500 (TK10543) 4WD Crew Cab 147" Pro (✔ Complete)

Chassis

Suspension

Shock Absorber Diameter - Front	N/A	Shock Absorber Diameter - Rear	N/A
Stabilizer Bar Diameter - Front	1.30 in	Stabilizer Bar Diameter - Rear	N/A

Tires

Front Tire Order Code	QBN	Rear Tire Order Code	QBN
Spare Tire Order Code	QBR	Front Tire Size	255/70R17
Rear Tire Size	255/70R17	Spare Tire Size	255/70R17
Front Tire Capacity	3800 lbs	Rear Tire Capacity	3800 lbs
Spare Tire Capacity	N/A	Revolutions/Mile @ 45 mph - Front	N/A
Revolutions/Mile @ 45 mph - Rear	N/A	Revolutions/Mile @ 45 mph - Spare	N/A

Wheels

Front Wheel Size	17 x 8 in	Rear Wheel Size	17 x 8 in
Spare Wheel Size	17 x 8 in	Front Wheel Material	Steel
Rear Wheel Material	Steel	Spare Wheel Material	Steel

Steering

Steering Type	Electric Rack & Pinion	Steering Ratio (:1), Overall	N/A
Steering Ratio (:1), On Center	N/A	Steering Ratio (:1), At Lock	N/A
Turning Diameter - Curb to Curb	46.3 ft	Turning Diameter - Wall to Wall	N/A

Brakes

Brake Type	Pwr	Brake ABS System	4-Wheel
Brake ABS System (Second Line)	N/A	Disc - Front (Yes or)	Yes
Disc - Rear (Yes or)	Yes	Front Brake Rotor Diam x Thickness	13.5 x 1.18 in
Rear Brake Rotor Diam x Thickness	13.6 x 0.79 in	Drum - Rear (Yes or)	N/A
Rear Drum Diam x Width	N/A		

Fuel Tank

Fuel Tank Capacity, Approx	24 gal	Aux Fuel Tank Capacity, Approx	N/A
Fuel Tank Location	N/A	Aux Fuel Tank Location	N/A

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Alan Jay Fleet

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Vehicle: [Fleet] 2024 GMC Sierra 1500 (TK10543) 4WD Crew Cab 147" Pro (✔ Complete)

Dimensions

Interior Dimensions

Passenger Capacity	6	Front Head Room	43.03 in
Front Leg Room	44.53 in	Front Shoulder Room	66.02 in
Front Hip Room	61.18 in	Second Head Room	40.12 in
Second Leg Room	43.4 in	Second Shoulder Room	65.16 in
Second Hip Room	60.24 in		

Exterior Dimensions

Wheelbase	147.43 in	Length, Overall w/o rear bumper	N/A
Length, Overall w/rear bumper	N/A	Length, Overall	231.92 in
Width, Max w/o mirrors	81.24 in	Height, Overall	75.51 in
Overhang, Front	N/A	Overhang, Rear w/o bumper	N/A
Front Bumper to Back of Cab	N/A	Cab to Axle	N/A
Cab to End of Frame	N/A	Ground to Top of Load Floor	N/A
Ground to Top of Frame	N/A	Frame Width, Rear	N/A
Ground Clearance, Front	8.08 in	Ground Clearance, Rear	8.08 in
Body Length	0.00 ft	Cab to Body	N/A

Cargo Area Dimensions

Cargo Box Length @ Floor	69.92 in	Cargo Box Width @ Top, Rear	N/A
Cargo Box Width @ Floor	71.4 in	Cargo Box Width @ Wheelhousings	50.63 in
Cargo Box (Area) Height	22.4 in	Tailgate Width	N/A
Cargo Volume	62.9 ft³	Ext'd Cab Cargo Volume	N/A

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Data Version: 21214. Data Updated: Dec 14, 2023 6:40:00 PM PST.



Awarded Contract

Call Us first, for all of your Fleet Automotive, & Light Truck needs.

Quote

PHONE (800) ALANJAY (252-6529)		DIRECT 863-385-9610	WWW.ALANJAY.COM	51334-1
Corporate Office	2003 U.S. 27 South Sebring, FL 33870	MOBILE 904-838-4999	Mailing Address	P.O. BOX 9200 Sebring, FL 33871-9200
		FAX 863-402-4221		

ORIGINAL QUOTE DATE
1/3/2024

QUICK QUOTE SHEET

REVISED QUOTE DATE
1/15/2024

REQUESTING AGENCY	LAKE WORTH, CITY OF		
CONTACT PERSON	MICHAEL PIERCE	EMAIL	MPIERCE@LAKEWORTHBEACHFL.GOV
PHONE	561-586-1720	MOBILE	FAX

SOURCEWELL (FORMERLY NJPA) CONTRACT # 2024 091521-NAF & 06 www.NationalAutoFleetGroup.com

MODEL	TC10543 1SA	MSRP	\$43,400.00
	2024 GMC SIERRA 1500 CREW CAB 2WD 5.5' BED WORK TRUCK 147" WB		

CUSTOMER ID	NJPA PRICE	\$42,109.00
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BED LENGTH	5.5' BED
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** All vehicles will be ordered white w/ darkest interior unless clearly stated otherwise on purchase order.

FACTORY OPTIONS	DESCRIPTION	
GAZ	Summit White	\$0.00
H2G	Jet Black, Vinyl seat trim	\$0.00
L84	Engine, 5.3L EcoTec3 V8	\$1,595.00
MHT	Transmission, 10-speed automatic, (Column shifter) electronically controlled	\$0.00
1SA	OPTIONS Pro Preferred Equipment Group	\$0.00
5H1	Key equipment, two additional key fobs	\$45.00
AKO	Glass, deep-tinted	\$0.00
AZ3	Seats, front 40/20/40 split-bench	\$0.00
C49	Defogger, rear-window electric	\$0.00
C5H	GVWR, 6900 lbs. (3130 kg)	\$0.00
CTT	Hitch Guidance	\$0.00
DLF	Mirrors, outside heated power-adjustable	\$0.00
FE9	Emissions, Federal requirements	\$0.00
G80	Auto-locking rear differential	\$395.00
GU5	Rear axle, 3.23 ratio	\$0.00
IOR	Audio system, GMC Infotainment System with 7" diagonal color touch-screen, AM/FM stereo	\$0.00
JL1	Trailer brake controller, integrated	\$275.00
K34	Cruise control, steering wheel-mounted	\$0.00
KC4	Cooling, external engine oil cooler	\$0.00
KNP	Cooling, auxiliary external transmission oil cooler	\$0.00
KW7	Alternator, 170 amps	\$0.00
PCI	Convenience Package	\$1,070.00
QBN	Tires, 255/70R17 all-season, blackwall	\$0.00
QBR	Tire, spare 255/70R17 all-season, blackwall	\$0.00
QT5	Tailgate, gate function manual with EZ Lift	\$0.00
RD6	Wheels, 17" x 8" (43.2 cm x 20.3 cm) painted steel, Silver	\$0.00
RVQ	LPO, Black tubular assist steps, 6" rectangular	\$850.00
UF2	LED Cargo Area Lighting	\$0.00
VK3	License plate kit, front	\$0.00
Z82	Trailer Package	\$395.00

FACTORY OPTIONS \$4,625.00

SOURCEWELL (FORMERLY NJPA) CONTRACT # 2024 091521-NAF & 06 www.NationalAutoFleetGroup.com

CONTRACT OPTIONS	DESCRIPTION	
NEW-TAG-CITY	New CITY tag Includes temp tag & two way overnight shipping for signature.	\$245.00
HD SOB SH	HD Scorpion spray on bed liner (short bed) under rail.	\$735.00

CONTRACT OPTIONS \$980.00

TRADE IN

TOTAL COST

\$47,714.00

YES WE TAKE TRADE INS ~~~ ASK ABOUT MUNICIPAL FINANCING ~~~

\$0.00

TOTAL COST LESS TRADE IN(S)

QTY

1

\$47,714.00

Estimated Annual payments for 60 months paid in advance: \$10,685.97

Municipal finance for any essential use vehicle, requires lender approval, WAC.

Comments

ORDERED UNIT VIN: [VIN NA]

VEHICLE QUOTED BY

CHRISTY SELF

GOVERNMENT ACCOUNT MANAGER christy.self@alanjay.com

"I Want to be Your Fleet Provider"

I appreciate the opportunity to submit this quotation. Please review it carefully. If there are any errors or changes, please feel free to contact me at any time. I am always happy to be of assistance.



Alan Jay Fleet

Ashlee Wilson | 863-402-4234 | ashlee.wilson@alanjay.com

Vehicle: [Fleet] 2024 GMC Sierra 1500 (TC10543) 2WD Crew Cab 147" Pro (✔ Complete)



Note:Photo may not represent exact vehicle or selected equipment.

Window Sticker

SUMMARY

[Fleet] 2024 GMC Sierra 1500 (TC10543) 2WD Crew Cab 147" Pro

MSRP:\$43,400.00

Interior:Jet Black, Vinyl seat trim

Exterior 1:Summit White

Exterior 2:No color has been selected.

Engine, 5.3L EcoTec3 V8

Transmission, 10-speed automatic, (Column shifter) electronically controlled

OPTIONS

CODE	MODEL	MSRP
TC10543	[Fleet] 2024 GMC Sierra 1500 (TC10543) 2WD Crew Cab 147" Pro	\$43,400.00
OPTIONS		
1SA	Pro Preferred Equipment Group	\$0.00
5H1	Key equipment, two additional key fobs	\$45.00
AKO	Glass, deep-tinted	Inc.
AZ3	Seats, front 40/20/40 split-bench	\$0.00
C49	Defogger, rear-window electric	Inc.
C5H	GVWR, 6900 lbs. (3130 kg)	\$0.00

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Alan Jay Fleet

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Vehicle: [Fleet] 2024 GMC Sierra 1500 (TC10543) 2WD Crew Cab 147" Pro (✔ Complete)

CTT	Hitch Guidance	Inc.	
DLF	Mirrors, outside heated power-adjustable	Inc.	
FE9	Emissions, Federal requirements		\$0.00
G80	Auto-locking rear differential		\$395.00
GAZ	Summit White		\$0.00
GU5	Rear axle, 3.23 ratio	Inc.	
H2G	Jet Black, Vinyl seat trim		\$0.00
IOR	Audio system, GMC Infotainment System with 7" diagonal color touch-screen, AM/FM stereo		\$0.00
JL1	Trailer brake controller, integrated		\$275.00
K34	Cruise control, steering wheel-mounted	Inc.	
KC4	Cooling, external engine oil cooler	Inc.	
KNP	Cooling, auxiliary external transmission oil cooler	Inc.	
KW7	Alternator, 170 amps	Inc.	
L84	Engine, 5.3L EcoTec3 V8		\$1,595.00
MHT	Transmission, 10-speed automatic, (Column shifter) electronically controlled	Inc.	
PCI	Convenience Package		\$1,070.00
QBN	Tires, 255/70R17 all-season, blackwall		\$0.00
QBR	Tire, spare 255/70R17 all-season, blackwall		\$0.00
QT5	Tailgate, gate function manual with EZ Lift	Inc.	
RD6	Wheels, 17" x 8" (43.2 cm x 20.3 cm) painted steel, Silver		\$0.00
RVQ	LPO, Black tubular assist steps, 6" rectangular		\$850.00
UF2	LED Cargo Area Lighting	Inc.	
VK3	License plate kit, front		\$0.00
Z82	Trailer Package		\$395.00

SUBTOTAL	\$48,025.00
Adjustments Total	\$0.00
Destination Charge	\$1,995.00
TOTAL PRICE	\$50,020.00

FUEL ECONOMY

Est City:16 MPG


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Vehicle: [Fleet] 2024 GMC Sierra 1500 (TC10543) 2WD Crew Cab 147" Pro ( Complete)

Est Highway:21 MPG

Est Highway Cruising Range:504.00 mi

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Vehicle: [Fleet] 2024 GMC Sierra 1500 (TC10543) 2WD Crew Cab 147" Pro (Complete)

Standard Equipment

Package

GMC Pro Safety includes (UEU) Forward Collision Alert, (UE4) Following Distance Indicator, (UKJ) Front Pedestrian Braking, (TQ5) IntelliBeam, (UHX) Lane Keep Assist with Lane Departure Warning, and (UHY) Automatic Emergency Braking (Includes (T8Z) Buckle to Drive.)

Mechanical

Pickup bed (Deleted when (ZW9) pickup bed delete is ordered on Regular Cab models.)

Engine, TurboMax (310 hp [231 kW] @ 5600 rpm, 430 lb-ft of torque [583 Nm] @ 3000 rpm) (Not available with (VYU) Snow Plow Prep Package, (ZW9) pickup bed delete, (KC4) external engine oil cooler or (X31) X31 Off-Road Package. Includes (KW5) 220-amp alternator.) (STD)

Transmission, 8-speed automatic, (Column shifter) electronically controlled with overdrive and tow/haul mode. Includes Cruise Grade Braking and Powertrain Grade Braking (Standard and only available with (L3B) TurboMax engine.) (STD)

Rear axle, 3.42 ratio (Included and only available with (L3B) TurboMax engine.)

GVWR, 6800 lbs. (3084 kg) (Requires Crew Cab 2WD and (L3B) TurboMax engine. Requires Double Cab 2WD model with (L3B) TurboMax engine or with (L84) 5.3L EcoTec3 V8 engine. Requires Regular Cab 4WD TK10703 or 2WD TC10903 model a with (L3B) TurboMax engine or (L84) 5.3L EcoTec3 V8.) (STD)

Push Button Start

Automatic Stop/Start (Not available with (FHS) E85 FlexFuel capability.)

Suspension Package, Standard

Rear wheel drive

Battery, heavy-duty 730 cold-cranking amps/80 Amp-hr, maintenance-free with rundown protection and retained accessory power (Included and only available with (L84) 5.3L EcoTec3 V8 engine or (L3B) TurboMax engine.)

Frame, fully-boxed, hydroformed front section

Cargo tie downs (12), fixed

Steering, Electric Power Steering (EPS) assist, rack-and-pinion

Brakes, 4-wheel antilock, 4-wheel disc with DURALIFE rotors

Capless Fuel Fill

Exhaust, single outlet

Exhaust, aluminized stainless-steel muffler and tailpipe

Exterior

Wheels, 17" x 8" (43.2 cm x 20.3 cm) painted steel, Silver (STD)

Tires, 255/70R17 all-season, blackwall (STD)

Tire, spare 255/70R17 all-season, blackwall (Included with (QBN) 255/70R17 all-season, blackwall tires.) (STD)

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Vehicle: [Fleet] 2024 GMC Sierra 1500 (TC10543) 2WD Crew Cab 147" Pro (Complete)

Exterior

- Wheel, 17" x 8" (43.2 cm x 20.3 cm) full-size, steel spare
- Tire carrier lock keyed cylinder lock that utilizes same key as ignition and door (Deleted with (ZW9) pickup bed delete.)
- Bumper, front chrome lower (Requires (VJH) rear chrome bumper and (E63) pickup bed. Required with (PQA) 1SA Safety Plus Package on 1SA unless ordered with (WBP) Graphite Edition.)
- Bumper, rear chrome with bumper CornerSteps (Requires (V46) front chrome bumper and (E63) pickup bed.)
- CornerStep, rear bumper
- Grille (Chrome header with flat black grille insert bars)
- Headlamps, LED projectors with Fade-on/Fade-off animation, LED turn signals and Daytime Running Lamps
- IntelliBeam, automatic high beam on/off (Included and only available with (PDI) GMC Pro Safety.)
- Taillamps, LED LED signature taillight and Fade-on/Fade-off animation, incandescent stop, turn and reverse light
- Mirrors, outside manual, Black (Not available on Regular Cab models.)
- Glass, solar absorbing, tinted
- Lamps, cargo area, cab mounted integrated with center high mount stop lamp, with switch in bank on left side of steering wheel
- Tailgate, standard (Deleted with (ZW9) pickup bed delete.)
- Tailgate, gate function manual, no lift assist (Deleted with (ZW9) pickup bed delete or (QK2) GMC MultiPro Tailgate.)
- Tailgate and bed rail protection caps, top
- Tailgate, locking utilizes same key as ignition and door (Deleted with (ZW9) pickup bed delete or (QK2) GMC MultiPro Tailgate.)
- Door handles, Black grained

Entertainment

- Audio system, GMC Infotainment System with 7" diagonal color touch-screen, AM/FM stereo with seek-and-scan and digital clock, includes Bluetooth streaming audio for music and select phones; featuring wireless Android Auto and Apple CarPlay capability for compatible phones (STD)
- Audio system feature, 6-speaker system (Requires Crew Cab or Double Cab model.)
- Bluetooth for phone connectivity to vehicle infotainment system
- Wireless, Apple CarPlay / Wireless Android Auto
- Wi-Fi Hotspot capable (Terms and limitations apply. See onstar.com or dealer for details.)

Interior


- Seats, front 40/20/40 split-bench with covered armrest storage and under-seat storage (lockable) (STD)

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Vehicle: [Fleet] 2024 GMC Sierra 1500 (TC10543) 2WD Crew Cab 147" Pro ( Complete)

Interior

- Seat trim, Vinyl
- Seat adjuster, driver 4-way manual
- Seat adjuster, passenger 4-way manual
- Seat, rear 60/40 folding bench (folds up), 3-passenger (includes child seat top tether anchor) (Not available with Regular Cab model.)
- Floor covering, rubberized-vinyl (Not available with LPO floor liners.)
- Steering column, Tilt-Wheel, manual with wheel locking security feature
- Steering wheel, urethane
- Instrument cluster, 6-gauge cluster featuring speedometer, fuel level, engine temperature, tachometer, voltage and oil pressure
- Driver Information Center, 3.5" diagonal monochromatic display
- Compass, located in instrument cluster
- Exterior Temperature Display, located in radio display
- Brake lining wear indicator
- Windows, power front, drivers express up/down
- Window, power front, passenger express down
- Windows, power rear, express down (Not available on Regular Cab models.)
- Door locks, power
- Remote Keyless Entry
- USB Ports, 2, Charge/Data ports located on instrument panel
- Power outlet, front auxiliary, 12-volt
- Air conditioning, single-zone manual
- Air vents, rear (Not available with Regular Cab model.)
- Mirror, inside rearview, manual tilt
- Assist handles front A-pillar mounted for driver and passenger, rear B-pillar mounted
- GMC Connected Access capable (Subject to terms. See onstar.com or dealer for details.)

Safety-Interior

- Automatic Emergency Braking (Included and only available with (PDI) GMC Pro Safety.)


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Safety-Interior

Airbags, Dual-stage frontal airbags for driver and front outboard passenger; Seat-mounted side-impact airbags for driver and front outboard passenger; Head-curtain airbags for front and rear outboard seating positions; Includes front outboard Passenger Sensing System for frontal outboard passenger airbag (Always use seat belts and child restraints. Children are safer when properly secured in a rear seat in the appropriate child restraint. See the Owner's Manual for more information.)

OnStar and GMC Connected Services capable (Terms and limitations apply. See onstar.com or dealer for details.)

HD Rear Vision Camera (Not available with (ZW9) pickup bed delete.)

Following Distance Indicator (Included and only available with (PDI) GMC Pro Safety.)

Forward Collision Alert (Included and only available with (PDI) GMC Pro Safety.)

Lane Keep Assist with Lane Departure Warning (Included and only available with (PDI) GMC Pro Safety.)

Seat Belt Adjustable Guide Loops, front row only (Included and only available with Crew Cab or Double Cab models.)

Buckle to Drive (Included and only available with (PDI) GMC Pro Safety.)

Tire Pressure Monitor System, auto learn includes Tire Fill Alert (does not apply to spare tire)

Rear Seat Reminder (Requires Crew Cab or Double Cab model.)

Rear seat belt warning (Requires Crew Cab or Double Cab model.)

3 Years of OnStar Remote Access. The OnStar Remote Access Plan gives you simplified remote control of your properly equipped vehicle and unlocks a variety of great features in your myGMC mobile app. See dealer for details. (OnStar Remote Access Plan does not include emergency or security services. Fleet customers will get Fleet Remote Access through OnStar Vehicle Insights. See onstar.com for details and limitations. Available on select Apple and Android devices. Service availability, features and functionality vary by vehicle, device, and the plan you are enrolled in. Terms apply. Device data connection required.)

Safety-Mechanical

Front Pedestrian Braking (Included and only available with (PDI) GMC Pro Safety.)

StabiliTrak, stability control system with Proactive Roll Avoidance and traction control, includes electronic trailer sway control and hill start assist

Safety-Exterior

Daytime Running Lamps, LED signature lighting


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Vehicle: [Fleet] 2024 GMC Sierra 1500 (TC10543) 2WD Crew Cab 147" Pro ( Complete)

WARRANTY

Warranty Note: <<< Preliminary 2024 Warranty >>>

Basic Years: 3

Basic Miles/km: 36,000

Drivetrain Years: 5

Drivetrain Miles/km: 60,000

Drivetrain Note: Sierra TurboMax: 5 Years/100,000 Miles; HD Duramax Diesel: 5 Years/100,000 Miles;

Qualified Fleet Purchases: 5 Years/100,000 Miles

Corrosion Years (Rust-Through): 6

Corrosion Years: 3

Corrosion Miles/km (Rust-Through): 100,000

Corrosion Miles/km: 36,000

Roadside Assistance Years: 5

Roadside Assistance Miles/km: 60,000

Roadside Assistance Note: Sierra TurboMax: 5 Years/100,000 Miles; HD Duramax Diesel: 5 Years/100,000 Miles; Qualified Fleet Purchases: 5 Years/100,000 Miles

Maintenance Note: 1 Year/1 Visit

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Vehicle: [Fleet] 2024 GMC Sierra 1500 (TC10543) 2WD Crew Cab 147" Pro (Complete)

Technical Specifications

Chassis

Weight Information

Standard Weight - Front	0.00 lbs	Standard Weight - Rear	0.00 lbs
Base Curb Weight	N/A	Gross Axle Wt Rating - Front	3700 lbs
Gross Axle Wt Rating - Rear	3800 lbs	Curb Weight - Front	2720 lbs
Curb Weight - Rear	1894 lbs	Option Weight - Front	0.00 lbs
Option Weight - Rear	0.00 lbs	Reserve Axle Capacity - Front	980.00 lbs
Reserve Axle Capacity - Rear	1906.00 lbs	As Spec'd Curb Weight	4614.00 lbs
As Spec'd Payload	2286.00 lbs	Maximum Payload Capacity	2286.00 lbs
Gross Combined Wt Rating	15000 lbs	Gross Axle Weight Rating	7500.00 lbs
Curb Weight	4614.00 lbs	Reserve Axle Capacity	2886.00 lbs
Total Option Weight	0.00 lbs	Payload Weight Front	0 lbs
Payload Weight Rear	0 lbs	Gross Vehicle Weight Rating	6900.00 lbs

Trailerling

Dead Weight Hitch - Max Trailer Wt.	5000 lbs	Dead Weight Hitch - Max Tongue Wt.	500 lbs
Wt Distributing Hitch - Max Trailer Wt.	9400 lbs	Wt Distributing Hitch - Max Tongue Wt.	940 lbs
Fifth Wheel Hitch - Max Trailer Wt.	8100 lbs	Fifth Wheel Hitch - Max Tongue Wt.	2025 lbs
Maximum Trailerling Capacity	9700 lbs		

Frame

Frame Type	Hydroformed	Sect Modulus Rails Only	N/A
Frame RBM	N/A	Frame Strength	N/A
Frame Thickness	N/A		

Suspension

Suspension Type - Front	Independent	Suspension Type - Rear	Solid Axle
Spring Capacity - Front	3700 lbs	Spring Capacity - Rear	3850 lbs
Axle Type - Front	N/A	Axle Type - Rear	N/A
Axle Capacity - Front	3700 lbs	Axle Capacity - Rear	3800 lbs
Axle Ratio (:1) - Front	N/A	Axle Ratio (:1) - Rear	3.23

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Vehicle: [Fleet] 2024 GMC Sierra 1500 (TC10543) 2WD Crew Cab 147" Pro (Complete)

Chassis

Suspension

Shock Absorber Diameter - Front	N/A	Shock Absorber Diameter - Rear	N/A
Stabilizer Bar Diameter - Front	1.30 in	Stabilizer Bar Diameter - Rear	N/A

Tires

Front Tire Order Code	QBN	Rear Tire Order Code	QBN
Spare Tire Order Code	QBR	Front Tire Size	255/70R17
Rear Tire Size	255/70R17	Spare Tire Size	255/70R17
Front Tire Capacity	3700 lbs	Rear Tire Capacity	3800 lbs
Spare Tire Capacity	N/A	Revolutions/Mile @ 45 mph - Front	N/A
Revolutions/Mile @ 45 mph - Rear	N/A	Revolutions/Mile @ 45 mph - Spare	N/A

Wheels

Front Wheel Size	17 x 8 in	Rear Wheel Size	17 x 8 in
Spare Wheel Size	17 x 8 in	Front Wheel Material	Steel
Rear Wheel Material	Steel	Spare Wheel Material	Steel

Steering

Steering Type	Electric Rack & Pinion	Steering Ratio (:1), Overall	N/A
Steering Ratio (:1), On Center	N/A	Steering Ratio (:1), At Lock	N/A
Turning Diameter - Curb to Curb	46.3 ft	Turning Diameter - Wall to Wall	N/A

Brakes

Brake Type	Pwr	Brake ABS System	4-Wheel
Brake ABS System (Second Line)	N/A	Disc - Front (Yes or)	Yes
Disc - Rear (Yes or)	Yes	Front Brake Rotor Diam x Thickness	13.5 x 1.18 in
Rear Brake Rotor Diam x Thickness	13.6 x 0.79 in	Drum - Rear (Yes or)	N/A
Rear Drum Diam x Width	N/A		

Fuel Tank

Fuel Tank Capacity, Approx	24 gal	Aux Fuel Tank Capacity, Approx	N/A
----------------------------	--------	--------------------------------	-----

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Vehicle: [Fleet] 2024 GMC Sierra 1500 (TC10543) 2WD Crew Cab 147" Pro (Complete)

Chassis

Fuel Tank

Fuel Tank Location	N/A	Aux Fuel Tank Location	N/A
--------------------	-----	------------------------	-----

Dimensions

Interior Dimensions

Passenger Capacity	6	Front Head Room	43.03 in
Front Leg Room	44.53 in	Front Shoulder Room	66.02 in
Front Hip Room	61.18 in	Second Head Room	40.12 in
Second Leg Room	43.4 in	Second Shoulder Room	65.16 in
Second Hip Room	60.24 in		

Exterior Dimensions

Wheelbase	147.43 in	Length, Overall w/o rear bumper	N/A
Length, Overall w/rear bumper	N/A	Length, Overall	231.92 in
Width, Max w/o mirrors	81.24 in	Height, Overall	75.49 in
Overhang, Front	N/A	Overhang, Rear w/o bumper	N/A
Front Bumper to Back of Cab	N/A	Cab to Axle	N/A
Cab to End of Frame	N/A	Ground to Top of Load Floor	N/A
Ground to Top of Frame	N/A	Frame Width, Rear	N/A
Ground Clearance, Front	7.89 in	Ground Clearance, Rear	7.89 in
Body Length	0.00 ft	Cab to Body	N/A

Cargo Area Dimensions

Cargo Box Length @ Floor	69.92 in	Cargo Box Width @ Top, Rear	N/A
Cargo Box Width @ Floor	71.4 in	Cargo Box Width @ Wheelhousings	50.63 in
Cargo Box (Area) Height	22.4 in	Tailgate Width	N/A
Cargo Volume	62.9 ft ³	Ext'd Cab Cargo Volume	N/A

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Data Version: 20320. Data Updated: Aug 29, 2023 6:52:00 PM PDT.



Awarded Contract

Call Us first, for all of your Fleet Automotive, & Light Truck needs.

Quote

PHONE (800) ALANJAY (252-6529)		DIRECT 863-385-9610	WWW.ALANJAY.COM	51871-1
Corporate Office	2003 U.S. 27 South Sebring, FL 33870	MOBILE 904-838-4999	Mailing Address	P.O. BOX 9200 Sebring, FL 33871-9200
		FAX 863-402-4221		

ORIGINAL QUOTE DATE
1/18/2024

QUICK QUOTE SHEET

REVISED QUOTE DATE
1/18/2024

REQUESTING AGENCY	LAKE WORTH, CITY OF		
CONTACT PERSON	MICHAEL PIERCE	EMAIL	MPIERCE@LAKEWORTHBEACHFL.GOV
PHONE	561-586-1720	MOBILE	FAX

SOURCEWELL (FORMERLY NJPA) CONTRACT # 2024 091521-NAF & 06 www.NationalAutoFleetGroup.com

MODEL	TK20943 1SA	MSRP	\$51,100.00
2024 GMC SIERRA 2500HD CREW CAB 4WD 8' BED WORK TRUCK			
CUSTOMER ID		NJPA PRICE	\$48,720.00
BED LENGTH	8' BED		

** All vehicles will be ordered white w/ darkest interior unless clearly stated otherwise on purchase order.

FACTORY OPTIONS	DESCRIPTION	
GAZ	Summit White	\$0.00
H2G	Jet Black, Vinyl seat trim	\$0.00
L8T	Engine, 6.6L V8	\$0.00
MKM	Transmission, Allison 10-Speed automatic	\$0.00
1SA	OPTIONS Pro Preferred Equipment Group	\$0.00
AKO	Glass, deep-tinted	\$0.00
AZ3	Seats, front 40/20/40 split-bench	\$0.00
C49	Defogger, rear-window electric	\$0.00
DBG	Mirrors, outside power-adjustable vertical trailing	\$0.00
E63	Pickup bed	\$0.00
FE9	Emissions, Federal requirements	\$0.00
GT4	Rear axle, 3.73 ratio	\$0.00
IOR	Audio system, GMC Infotainment System with 7" diagonal color touch-screen	\$0.00
JGF	GVWR, 10,650 lbs. (4831 kg)	\$0.00
JL1	Trailer brake controller, integrated	\$275.00
K34	Cruise control, steering wheel-mounted	\$0.00
KC9	Power outlet, bed mounted, 120-volt	\$0.00
KI4	Power outlet, instrument panel, 120-volt	\$225.00
PCI	Convenience Package	\$1,135.00
PYN	Wheels, 17" (43.2 cm) painted steel, Silver	\$0.00
QHQ	Tires, LT245/75R17E all-season, blackwall	\$0.00
QT5	Tailgate, gate function manual with EZ Lift	\$0.00
RVQ	LPO, Black tubular assist steps, 6" rectangular	\$795.00
UF2	LED Cargo Area Lighting	\$0.00
ZHQ	Tire, spare LT245/75R17E all-season, blackwall	\$0.00

CONTRACT OPTIONS	DESCRIPTION	FACTORY OPTIONS	
NEW-TAG-CITY	New CITY tag Includes temp tag & two way overnight shipping for signature.		\$245.00
K 696J	Knapheide 8' SRW utility body for 56" CA (Includes 2nd Stage MSO, Weight Slip, & Completed Vehicle Certification.)		\$9,605.00
K FFK	Knapheide Fuel Fill Kit for Ford bed removal applications.		\$370.00
D-BOX	REMOVE FACTORY PICKUP BOX		\$158.00
CAMERA RR	Remove and re-install factory camera from tailgate.		\$285.00
HD USOB-TB	HD Scorpion spray on bed liner applied inside cargo area, tops of boxes, and rear bumper of 8' & 9' utility body.		\$1,160.00

CONTRACT OPTIONS \$11,823.00

SOURCEWELL (FORMERLY NJPA) CONTRACT # 2024 091521-NAF & 06 www.NationalAutoFleetGroup.com

TRADE IN

TOTAL COST

\$62,973.00

YES WE TAKE TRADE INS ~~~ ASK ABOUT MUNICIPAL FINANCING ~~~

\$0.00

TOTAL COST LESS TRADE IN(S)

QTY

1

\$62,973.00

Estimated Annual payments for 60 months paid in advance: \$14,103.36

Municipal finance for any essential use vehicle, requires lender approval, WAC.

Comments

ORDERED UNIT VIN: [VIN NA]

VEHICLE QUOTED BY

CHRISTY SELF

GOVERNMENT ACCOUNT MANAGER christy.self@alanjay.com

"I Want to be Your Fleet Provider"

I appreciate the opportunity to submit this quotation. Please review it carefully. If there are any errors or changes, please feel free to contact me at any time. I am always happy to be of assistance.



Alan Jay Fleet Sales

Chris Wilson | 863-402-4234 | chris.wilson@alanjay.com

Vehicle: [Fleet] 2024 GMC Sierra 2500HD (TK20943) 4WD Crew Cab 172" Pro (✔ Complete)



Note:Photo may not represent exact vehicle or selected equipment.

Window Sticker

SUMMARY

[Fleet] 2024 GMC Sierra 2500HD (TK20943) 4WD Crew Cab 172" Pro MSRP:\$51,100.00

Interior:Jet Black, Vinyl seat trim

Exterior 1:Summit White

Exterior 2:No color has been selected.

Engine, 6.6L V8

Transmission, Allison 10-Speed automatic

OPTIONS

CODE	MODEL	MSRP
TK20943	[Fleet] 2024 GMC Sierra 2500HD (TK20943) 4WD Crew Cab 172" Pro	\$51,100.00
OPTIONS		
1SA	Pro Preferred Equipment Group	\$0.00
AKO	Glass, deep-tinted	Inc.
AZ3	Seats, front 40/20/40 split-bench	\$0.00
C49	Defogger, rear-window electric	Inc.
DBG	Mirrors, outside power-adjustable vertical trailing	Inc.

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Alan Jay Fleet Sales

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Vehicle: [Fleet] 2024 GMC Sierra 2500HD (TK20943) 4WD Crew Cab 172" Pro (Complete)

E63	Pickup bed		\$0.00
FE9	Emissions, Federal requirements		\$0.00
GAZ	Summit White		\$0.00
GT4	Rear axle, 3.73 ratio		\$0.00
H2G	Jet Black, Vinyl seat trim		\$0.00
IOR	Audio system, GMC Infotainment System with 7" diagonal color touch-screen		\$0.00
JGF	GVWR, 10,650 lbs. (4831 kg)	Inc.	
JL1	Trailer brake controller, integrated		\$275.00
K34	Cruise control, steering wheel-mounted	Inc.	
KC9	Power outlet, bed mounted, 120-volt		\$0.00
KI4	Power outlet, instrument panel, 120-volt		\$225.00
L8T	Engine, 6.6L V8		\$0.00
MKM	Transmission, Allison 10-Speed automatic		\$0.00
PCI	Convenience Package		\$1,135.00
PYN	Wheels, 17" (43.2 cm) painted steel, Silver		\$0.00
QHQ	Tires, LT245/75R17E all-season, blackwall		\$0.00
QT5	Tailgate, gate function manual with EZ Lift	Inc.	
RVQ	LPO, Black tubular assist steps, 6" rectangular		\$795.00
UF2	LED Cargo Area Lighting	Inc.	
ZHQ	Tire, spare LT245/75R17E all-season, blackwall	Inc.	

SUBTOTAL	\$53,530.00
Adjustments Total	\$0.00
Destination Charge	\$1,895.00
TOTAL PRICE	\$55,425.00

FUEL ECONOMY

Est City:N/A

Est Highway:N/A

Est Highway Cruising Range:N/A

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Vehicle: [Fleet] 2024 GMC Sierra 2500HD (TK20943) 4WD Crew Cab 172" Pro (✔ Complete)

Standard Equipment

Package

Sierra HD Pro Safety includes (UEU) Forward Collision Alert, (UE4) Following Distance Indicator, (UKJ) Front Pedestrian Braking, (TQ5) IntelliBeam, (UFL) Lane Departure Warning, (T8Z) Buckle to Drive and (UHY) Automatic Emergency Braking

Trailer Package includes trailer hitch, 7-pin and 4-pin connectors and (CTT) Hitch Guidance (Deleted when (ZW9) pickup bed delete is ordered.)

Mechanical

Engine, 6.6L V8 with Direct Injection and Variable Valve Timing, gasoline, (401 hp [299 kW] @ 5200 rpm, 464 lb-ft of torque [629 N-m] @ 4000 rpm) (STD)

Transmission, Allison 10-Speed automatic (STD)

Rear axle, 3.73 ratio (Requires (L8T) 6.6L V8 gas engine.)

Pickup bed includes bed assist step (Deleted when (ZW9) pickup bed delete is ordered.) (STD)

GVWR, 10,650 lbs. (4831 kg) (STD) (Included and only available with TK20903 model and (L8T) 6.6L V8 gas engine with 18", 20" or 22" wheels or TK20943 and (L8T) 6.6L V8 gas engine with 17" wheels.)

Push Button Start

Transfer case, two-speed, electronic shift with push button controls (Requires 4WD models.)

Auto-locking rear differential

Four wheel drive

Cooling, external engine oil cooler

Cooling, auxiliary external transmission oil cooler

Air filter, heavy-duty

Air filtration monitoring

Battery, heavy-duty 720 cold-cranking amps/80 Amp-hr maintenance-free with rundown protection and retained accessory power (Included and only available with (L8T) 6.6L V8 gas engine.)

Alternator, 170 amps (Requires (L8T) 6.6L V8 gas engine.)

Recovery hooks, front, frame-mounted, Black

Frame, fully-boxed, hydroformed front section and a fully-boxed stamped rear section

Suspension Package (Not available with (X31) Off-Road Package.)

Steering, Recirculating Ball with smart flow power steering system

Brakes, 4-wheel antilock, 4-wheel disc with DURALIFE rotors

Brake lining wear indicator

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Vehicle: [Fleet] 2024 GMC Sierra 2500HD (TK20943) 4WD Crew Cab 172" Pro (✔ Complete)

Exterior

Wheels, 17" (43.2 cm) painted steel, Silver (STD)

Tires, LT245/75R17E all-season, blackwall (STD)

Tire, spare LT245/75R17E all-season, blackwall (STD) (Included and only available with (QHJ) LT245/75R17E all-season, blackwall tires with (E63) pickup bed models. Available to order when (ZW9) pickup bed delete and (QHJ) LT245/75R17E all-season, blackwall tires are ordered.)

Capless Fuel Fill (Requires (L8T) 6.6L gas V8 engine. Not included with (ZW9) pickup bed delete.)

Tire carrier lock keyed cylinder lock that utilizes same key as ignition and door (Deleted with (ZW9) pickup bed delete.)

Bumper, front chrome lower

Bumper, rear chrome with bumper CornerSteps

Bed Step, Black integrated on forward portion of bed on driver and passenger side (Not available on (ZW9) pickup bed delete.)

CornerStep, rear bumper

Cargo tie downs (12), fixed, rated at 500 lbs per corner

Moldings, beltline, Black

Grille (Chrome with flat black grille insert bars.)

Headlamps, Animated LED projectors LED turn signals and Daytime Running Lamps

IntelliBeam, automatic high beam on/off (Included and only available with (PDI) Sierra HD Pro Safety.)

Lamps, cargo area cab mounted integrated with center high mount stop lamp, with switch in bank on left side of steering wheel

Taillamps, LED Signature Tail, Incandescent Brake, Turn & Reverse Lamps

Mirrors, outside high-visibility vertical trailering lower convex mirrors, manual-folding/extending (extends 3.31" [84.25mm]), molded in Black (Not available on Regular Cab models.)

Glass, solar absorbing, tinted

Door handles, Black grained

Tailgate, standard (Deleted with (ZW9) pickup bed delete.)

Tailgate, locking, utilizes same key as ignition and door (Included and only available with (QK1) standard tailgate. Deleted with (ZW9) pickup bed delete.)

Tailgate, gate function manual, no lift assist (Deleted with (ZW9) pickup bed delete.)

Tailgate and bed rail protection caps, top (Deleted with (ZW9) pickup bed delete.)

Mirror, inside rearview, manual tilt

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Vehicle: [Fleet] 2024 GMC Sierra 2500HD (TK20943) 4WD Crew Cab 172" Pro (✔ Complete)

Entertainment

Audio system, GMC Infotainment System with 7" diagonal color touch-screen AM/FM stereo with seek-and-scan and digital clock, includes Bluetooth streaming audio for music and select phones; featuring wired Android Auto and Apple CarPlay capability for compatible phones (STD)

Audio system feature, 6-speaker system (Requires Crew Cab or Double Cab model.)

Bluetooth for phone connectivity to vehicle infotainment system

Wireless phone projection for Apple CarPlay and Android Auto

Wi-Fi Hotspot capable (Terms and limitations apply. See onstar.com or dealer for details.)

Interior

Seats, front 40/20/40 split-bench with covered armrest storage and under-seat storage (lockable) (STD)

Seat trim, Vinyl

Seat adjuster, driver 4-way manual

Seat adjuster, passenger 4-way manual

Seat, rear 60/40 folding bench (folds up), 3-passenger (includes child seat top tether anchor) (Not available with Regular Cab model.)

Floor covering, rubberized-vinyl (Not available with LPO floor liners.)

Steering wheel, urethane

Instrument cluster 6-gauge cluster featuring speedometer, fuel level, engine temperature, tachometer, voltage and oil pressure

Driver Information Center, 3.5" diagonal monochromatic display

Rear Seat Reminder (Requires Crew Cab or Double Cab model.)

Exterior Temperature Display, located in radio display

Compass, located in instrument cluster

Windows, power front, drivers express up/down

Window, power front, passenger express down

Windows, power rear, express down

Door locks, power

Remote Keyless Entry

USB Ports, 2, Charge/Data ports located on instrument panel

Power outlet, front auxiliary, 12-volt

Air conditioning, single-zone

Air vents, rear (Not available with Regular Cab model.)

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Vehicle: [Fleet] 2024 GMC Sierra 2500HD (TK20943) 4WD Crew Cab 172" Pro (✔ Complete)

Interior

Assist handles front A-pillar mounted for driver and passenger, rear B-pillar mounted

GMC Connected Access capable (Subject to terms. See onstar.com or dealer for details.)

Safety-Mechanical

Front Pedestrian Braking (Included and only available with (PDI) Sierra HD Pro Safety.)

Automatic Emergency Braking (Included and only available with (PDI) Sierra HD Pro Safety.)

StabiliTrak, stability control system with Proactive Roll Avoidance and traction control, includes electronic trailer sway control and hill start assist

Safety-Exterior

Daytime Running Lamps, LED signature lighting

LED Signature DRL's

Safety-Interior

Airbags, Dual-stage frontal airbags for driver and front outboard passenger; Seat-mounted side-impact airbags for driver and front outboard passenger; Head-curtain airbags for front and rear outboard seating positions; Includes front outboard Passenger Sensing System for frontal outboard passenger airbag (Always use seat belts and child restraints. Children are safer when properly secured in a rear seat in the appropriate child restraint. See the Owner's Manual for more information.)

OnStar and GMC Connected Services capable (Terms and limitations apply. See onstar.com or dealer for details.)

HD Rear Vision Camera (Not available with (ZW9) pickup bed delete. Removed with (UV2) HD Surround Vision or (ZW9) pickup bed delete. Not available with (Z6A) Gooseneck / 5th Wheel Prep Package.)

Hitch Guidance dynamic single line to aid in truck trailer alignment for hitching (Deleted with (ZW9) pickup bed delete.)

Forward Collision Alert (Included and only available with (PDI) Sierra HD Pro Safety.)

Following Distance Indicator (Included and only available with (PDI) Sierra HD Pro Safety.)

Lane Departure Warning (Included and only available with (PDI) Sierra HD Pro Safety.)

Rear Seat Belt Indicator (Requires Crew Cab or Double Cab model.)

Seat Belt Adjustable Guide Loops, front row only (Included and only available on Crew Cab and Double Cab models. Not available with (ZW9) pickup bed delete.)

Buckle to Drive prevents vehicle from being shifted out of Park until driver seat belt is fastened; times out after 20 seconds and encourages seat belt use (Included and only available with (PDI) Sierra HD Pro Safety.)

Teen Driver a configurable feature that lets you activate customizable vehicle settings associated with a key fob, to help encourage safe driving behavior. It can limit certain available vehicle features, and it prevents certain safety systems from being turned off. An in-vehicle report card gives you information on driving habits and helps you to continue to coach your new driver

Tire Pressure Monitoring System, auto learn includes Tire Fill Alert (does not apply to spare tire)

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Vehicle: [Fleet] 2024 GMC Sierra 2500HD (TK20943) 4WD Crew Cab 172" Pro (✔ Complete)

Safety-Interior

Trailer Information Label provides max trailer ratings for tongue weight, conventional, gooseneck and 5th wheel trailering (Not available on (ZW9) pickup bed delete.)

3 Years of OnStar Remote Access. The OnStar Remote Access Plan gives you simplified remote control of your properly equipped vehicle and unlocks a variety of great features in your myGMC mobile app. See dealer for details. (OnStar Remote Access Plan does not include emergency or security services. Fleet customers will get Fleet Remote Access through OnStar Vehicle Insights. See onstar.com for details and limitations. Available on select Apple and Android devices. Service availability, features and functionality vary by vehicle, device, and the plan you are enrolled in. Terms apply. Device data connection required.)

WARRANTY

Warranty Note: <<< Preliminary 2024 Warranty >>>

Basic Years: 3

Basic Miles/km: 36,000

Drivetrain Years: 5

Drivetrain Miles/km: 60,000

Drivetrain Note: HD Duramax Diesel: 5 Years/100,000 Miles; Qualified Fleet Purchases: 5 Years/100,000 Miles

Corrosion Years (Rust-Through): 6

Corrosion Years: 3

Corrosion Miles/km (Rust-Through): 100,000

Corrosion Miles/km: 36,000

Roadside Assistance Years: 5

Roadside Assistance Miles/km: 60,000

Roadside Assistance Note: HD Duramax Diesel: 5 Years/100,000 Miles; Qualified Fleet Purchases: 5 Years/100,000 Miles

Maintenance Note: 1 Year/1 Visit

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Vehicle: [Fleet] 2024 GMC Sierra 2500HD (TK20943) 4WD Crew Cab 172" Pro (Complete)

Technical Specifications

Powertrain

Transmission

Drivetrain	Four Wheel Drive	Trans Order Code	MKM
Trans Type	10	Trans Description Cont.	Automatic
Trans Description Cont. Again	N/A	First Gear Ratio (:1)	N/A
Second Gear Ratio (:1)	N/A	Third Gear Ratio (:1)	N/A
Fourth Gear Ratio (:1)	N/A	Fifth Gear Ratio (:1)	N/A
Sixth Gear Ratio (:1)	N/A	Reverse Ratio (:1)	N/A
Clutch Size	N/A	Trans Power Take Off	N/A
Final Drive Axle Ratio (:1)	N/A	Transfer Case Model	N/A
Transfer Case Gear Ratio (:1), High	N/A	Transfer Case Gear Ratio (:1), Low	N/A
Transfer Case Power Take Off	N/A	Seventh Gear Ratio (:1)	N/A
Eighth Gear Ratio (:1)	N/A	Ninth Gear Ratio (:1)	N/A
Tenth Gear Ratio (:1)	N/A		

Mileage

EPA Fuel Economy Est - Hwy	N/A	Cruising Range - City	N/A
EPA Fuel Economy Est - City	N/A	Fuel Economy Est-Combined	N/A
Cruising Range - Hwy	N/A	Estimated Battery Range	N/A

Engine

Engine Order Code	L8T	Engine Type	Gas V8
Displacement	6.6L/-TBD-	Fuel System	Direct Injection
SAE Net Horsepower @ RPM	401 @ 5200	SAE Net Torque @ RPM	464 @ 4000
Engine Oil Cooler	N/A		

Electrical

Cold Cranking Amps @ 0° F (Primary)	720	Cold Cranking Amps @ 0° F (2nd)	N/A
Cold Cranking Amps @ 0° F (3rd)	N/A	Maximum Alternator Capacity (amps)	170

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Vehicle: [Fleet] 2024 GMC Sierra 2500HD (TK20943) 4WD Crew Cab 172" Pro (Complete)

Powertrain

Cooling System

Total Cooling System Capacity N/A

Vehicle

Emissions

Tons/yr of CO2 Emissions @ 15K mi/year N/A

EPA Greenhouse Gas Score N/A

Chassis

Weight Information

Standard Weight - Front 0.00 lbs

Standard Weight - Rear 0.00 lbs

Base Curb Weight N/A

Gross Axle Wt Rating - Front N/A

Gross Axle Wt Rating - Rear N/A

Curb Weight - Front N/A

Curb Weight - Rear N/A

Option Weight - Front 0.00 lbs

Option Weight - Rear 0.00 lbs

Reserve Axle Capacity - Front N/A

Reserve Axle Capacity - Rear N/A

As Spec'd Curb Weight N/A

As Spec'd Payload N/A

Maximum Payload Capacity N/A

Gross Combined Wt Rating 24500 lbs

Gross Axle Weight Rating N/A

Curb Weight N/A

Reserve Axle Capacity N/A

Total Option Weight 0.00 lbs

Payload Weight Front 0 lbs

Payload Weight Rear 0 lbs

Gross Vehicle Weight Rating 10650.00 lbs

Trailer

Dead Weight Hitch - Max Trailer Wt. 5000 lbs

Dead Weight Hitch - Max Tongue Wt. 500 lbs

Wt Distributing Hitch - Max Trailer Wt. 16000 lbs

Wt Distributing Hitch - Max Tongue Wt. 1600 lbs

Fifth Wheel Hitch - Max Trailer Wt. 18370 lbs

Fifth Wheel Hitch - Max Tongue Wt. 4592 lbs

Maximum Trailering Capacity 20000 lbs

Frame

Frame Type N/A

Sect Modulus Rails Only N/A

Frame RBM N/A

Frame Strength N/A

Frame Thickness N/A

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Data Version: 20277. Data Updated: Aug 24, 2023 6:40:00 PM PDT.



Alan Jay Fleet Sales

Chris Wilson | 863-402-4234 | chris.wilson@alanjay.com

Vehicle: [Fleet] 2024 GMC Sierra 2500HD (TK20943) 4WD Crew Cab 172" Pro (Complete)

Chassis

Suspension

Suspension Type - Front	Short/Long Arm	Suspension Type - Rear	Multi-Leaf Springs
Spring Capacity - Front	N/A	Spring Capacity - Rear	N/A
Axle Type - Front	N/A	Axle Type - Rear	N/A
Axle Capacity - Front	N/A	Axle Capacity - Rear	N/A
Axle Ratio (:1) - Front	3.73	Axle Ratio (:1) - Rear	3.73
Shock Absorber Diameter - Front	2.01 mm	Shock Absorber Diameter - Rear	2.01 mm
Stabilizer Bar Diameter - Front	1.38 in	Stabilizer Bar Diameter - Rear	N/A

Tires

Front Tire Order Code	QHJ	Rear Tire Order Code	QHJ
Spare Tire Order Code	ZHQ	Front Tire Size	LT245/75R17E
Rear Tire Size	LT245/75R17E	Spare Tire Size	LT245/75R17E
Front Tire Capacity	N/A	Rear Tire Capacity	N/A
Spare Tire Capacity	N/A	Revolutions/Mile @ 45 mph - Front	N/A
Revolutions/Mile @ 45 mph - Rear	N/A	Revolutions/Mile @ 45 mph - Spare	N/A

Wheels

Front Wheel Size	17 x -TBD- in	Rear Wheel Size	17 x -TBD- in
Spare Wheel Size	N/A	Front Wheel Material	Steel
Rear Wheel Material	Steel	Spare Wheel Material	Steel

Steering

Steering Type	Pwr Recirculating Ball	Steering Ratio (:1), Overall	N/A
Steering Ratio (:1), On Center	N/A	Steering Ratio (:1), At Lock	N/A
Turning Diameter - Curb to Curb	57 ft	Turning Diameter - Wall to Wall	N/A

Brakes

Brake Type	Pwr	Brake ABS System	4-Wheel
Brake ABS System (Second Line)	N/A	Disc - Front (Yes or)	Yes
Disc - Rear (Yes or)	Yes	Front Brake Rotor Diam x Thickness	14 x 1.6 in

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Vehicle: [Fleet] 2024 GMC Sierra 2500HD (TK20943) 4WD Crew Cab 172" Pro (Complete)

Chassis

Brakes

Rear Brake Rotor Diam x Thickness	14.1 x 1.3 in	Drum - Rear (Yes or)	N/A
Rear Drum Diam x Width	N/A		

Fuel Tank

Fuel Tank Capacity, Approx	36 gal	Aux Fuel Tank Capacity, Approx	N/A
Fuel Tank Location	N/A	Aux Fuel Tank Location	N/A

Dimensions

Interior Dimensions

Passenger Capacity	6	Front Head Room	43.03 in
Front Leg Room	44.53 in	Front Shoulder Room	66.02 in
Front Hip Room	61.18 in	Second Head Room	40.12 in
Second Leg Room	43.4 in	Second Shoulder Room	65.3 in
Second Hip Room	60.24 in		

Exterior Dimensions

Wheelbase	172 in	Length, Overall w/o rear bumper	N/A
Length, Overall w/rear bumper	N/A	Length, Overall	266.77 in
Width, Max w/o mirrors	81.85 in	Height, Overall	79.65 in
Overhang, Front	N/A	Overhang, Rear w/o bumper	N/A
Front Bumper to Back of Cab	N/A	Cab to Axle	55.24 in
Cab to End of Frame	N/A	Ground to Top of Load Floor	N/A
Ground to Top of Frame	N/A	Frame Width, Rear	N/A
Ground Clearance, Front	10.08 in	Ground Clearance, Rear	10.08 in
Body Length	0.00 ft	Cab to Body	N/A

Cargo Area Dimensions

Cargo Box Length @ Floor	98.27 in	Cargo Box Width @ Top, Rear	N/A
Cargo Box Width @ Floor	71.4 in	Cargo Box Width @ Wheelhousings	50.55 in
Cargo Box (Area) Height	21 in	Tailgate Width	N/A

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Vehicle: [Fleet] 2024 GMC Sierra 2500HD (TK20943) 4WD Crew Cab 172" Pro ( Complete)

Dimensions

Cargo Area Dimensions

Cargo Volume	83.5 ft³	Ext'd Cab Cargo Volume	N/A
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STAFF REPORT REGULAR MEETING

AGENDA DATE: February 6, 2024

DEPARTMENT: Public Works

TITLE:

Agreement with Homestead Concrete & Drainage Inc.

SUMMARY:

The Agreement with Homestead Concrete & Drainage Inc. authorizes the addition and improvement of ADA ramps at various locations throughout the City.

BACKGROUND AND JUSTIFICATION:

While the 4-year infrastructure bond program provided a much-needed boost, it only addressed about a third of the City. This Transportation Alternatives project was selected during the 2020 cycle by the Transportation Planning Agency for funding. On July 19, 2022, the City was informed by FDOT that this project had been moved up to FY2023. The project scope consists of addressing ADA issues in areas that weren't covered under the bond by providing the new curb ramps in locations where they are currently damaged or missing all together. Federal reimbursement on this project is \$1,107,854 and the total project cost is an estimated \$1,277,066. The City's local cost share for this project is \$169,212 with an additional \$153,000 for CEI (Construction Engineering Inspection), which is not covered by LAP funding.

Through the competitive bid process, in cooperation with the Florida Department of Transportation, IFB #23-126R produced 5 competitive bids. Homestead Concrete & Drainage Inc. was determined to be the lowest bid, and the company was found to be a responsible and experienced contractor.

MOTION:

Move to approve/disapprove the agreement with Homestead Concrete & Drainage Inc.

ATTACHMENT(S):

Fiscal Impact Analysis
Agreement with Homestead Concrete
IFB #23-126R Bid Tab

FISCAL IMPACT ANALYSIS

Five Year Summary of Fiscal Impact:

Fiscal Years	2024	2025	2026	2027	2028
Inflows/Revenues					
Appropriated (Budgeted)	0	0	0	0	0
Program Income	\$322,212.00	0	0	0	0
Grants	\$1,107,854.00	0	0	0	0
In Kind	0	0	0	0	0
Outflows/Expenditures					
Appropriated (Budgeted)	\$	0	0	0	0
Operating	0	0	0	0	0
Capital	\$1,430,066.00	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	Public Services
Division	Streets Maintenance
GL Description	Improve Other than Build / Infrastructure
GL Account Number	170-5020-519.63-15
Project Number	GT2402
Requested Funds	\$1,430,066.00
Remaining Balance	\$5,256,395.80
Source of Revenue (i.e. Paygo. Current Revenue, Bond Money, Grants, etc.)	Grants/Penny Sales Tax

City of Lake Worth Beach
IFB #IFB #23-126R
ADA Sidewalk and Curb Improvements

00500
AGREEMENT

THIS AGREEMENT is dated and will be effective on the _____, by and between the **City of Lake Worth Beach** (hereinafter called Owner) and **Homestead Concrete & Drainage, Inc** (hereinafter called Contractor).

Owner and Contractor, in consideration of the mutual covenants hereinafter set forth, agree as follows:

ARTICLE 1. WORK.

Contractor shall complete all Work as specified or indicated in the Contract Documents. The Work is generally described as follows: City of Lake Worth Beach ADA Sidewalk and Curb Improvements and all else necessary for a complete and functional project that meet or exceeds all requirements of the City of Lake Worth Beach.

The Project, of which the Work under the Contract Documents is a part, shall be referred to as: City of Lake Worth Beach ADA Sidewalk and Curb Improvements.

ARTICLE 2. ENGINEER

The Project has been designed by WGI, Inc. who is hereinafter called Engineer and who is to act as Owner's representative, assume all duties and responsibilities and have the rights and authority assigned to Engineer in the Contract Documents in connection with completion of the Work in accordance with the Contract Documents.

ARTICLE 3. CONTRACT TIME.

3.1 The Work will be substantially completed within 180 days from the date when the Contract Time commences to run as provided in paragraph 4.01 of the General Conditions and shall be finally complete and ready for final payment in accordance with paragraph 15.06 of the General Conditions within 210 days from the date when the Contract Time commences to run.

3.2 All time limits for Milestones, if any, Substantial Completion and completion and readiness for final payment as stated in the Contract Documents are of the essence of the Contract.

3.3 LIQUIDATED DAMAGES. As stated in FDOT Division 1 Specifications 8-10 Liquidated Damages for Failure to Complete the Work

3.4 In the Owner's sole discretion, a requested extension of time may be denied for delays resulting from normal weather conditions prevailing from normal weather conditions prevailing in the area as defined by the average of the last five (5) years of weather recorded or otherwise established by the Owner.

ARTICLE 4. CONTRACT PRICE.

4.1 Owner shall pay CONTRACTOR for completion of the Work in accordance with the Contract Documents, subject to adjustment as provided therein, in current funds as follows:

A. For all Work other than Unit Price Work, a lump sum of: \$ _____ n/a _____.

B. For all Unit Price Work, an amount equal to the sum of the extended prices (established for each separately identified item of Unit Price Work by multiplying the unit price times the actual quantity of that item):

TOTAL OF ALL UNIT PRICES: Nine Hundred Sixty-Nine Three Hundred and Nine Dollars and Twenty-Five Cents (\$969,309.25)

which is based on the unit price(s) in the Bid Form Unit Price Schedule.

ARTICLE 5. PAYMENT PROCEDURES.

Contractor shall submit Applications for Payment in accordance with Article 15 of the General Conditions. Except as set forth herein, applications for Payment will be processed by Engineer as provided in the General Conditions.

5.1 PROGRESS PAYMENTS. Owner shall make progress payments on account of the Contract Price on the basis of Contractor's Applications for Payment as recommended by Engineer, on or about the 10th day of each month during construction as provided below. All progress payments will be on the basis of the progress of the Work measured by the schedule of values established in the General Conditions (and in the case of Unit Price Work based on the number of units completed) or, in the event there is no schedule of values, as provided elsewhere in the Contract Documents.

5.1.1 Prior to Substantial Completion, progress payments will be made in an amount equal to the percentage indicated below, but, in each case, less the aggregate of payments previously made and less such amounts as Engineer shall determine, or Owner may withhold, in accordance with the General Conditions, less liquidated damages, if any.

95% of Work completed.

95% of materials and equipment not incorporated in the Work (but delivered, suitably stored and accompanied by documentation satisfactory to Owner as provided in the General Conditions).

5.1.2 Upon 50% of the Work being completed, the Contractor may request from Engineer that Owner release a portion of the retainage not to exceed 50% of the then current total retainage amount being withheld.

5.1.3 Within 20 business days after the Owner's approval of the punch-list prepared by the Contractor, the Owner after approval by the Engineer will pay the Contractor the remaining Contract balance that includes all retainage previously withheld by the Owner less an amount equal to 150% of the estimated cost to complete the items on the punch-list. Once all items on the punch-list are complete as confirmed by the Engineer, the Contractor may request payment for the 150% amount withheld for completion of the punch-list.

AGREEMENT

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5.2 PUNCH-LIST. In accordance with section 218.735(7), Florida Statutes (2023), as soon as possible, **but no later than ten (10) business days prior to reaching substantial completion**, the Contractor shall create a proposed punch-list of items that must be completed by the Contractor prior to the Contractor submitting its final payment request. The Contractor's proposed punch-list must include all items of Work which remain to be completed and the estimated cost to complete each Work item on the list. Upon receipt of the Contractor's proposed punch-list, the Engineer and Owner will have five (5) business days to review, make modifications, or agree to the proposed punch-list and estimated cost. If the Engineer and/or Owner do not make any modifications to the Contractor's proposed punch-list within five (5) business days of receipt, the proposed punch-list will be deemed accepted by the Owner. If the Contractor fails to timely submit a proposed punch-list, the Engineer shall provide a punch-list to the Contractor. The Engineer will resolve any disputes in the punch-list and determine the final punch-list for the parties **no later than five (5) days after the Engineer and Owner's review and deliver the same to the Contractor**. Once the punch-list is finalized and delivered to the Contractor, the Contractor shall have thirty (30) days to complete all Work on the punch-list or until the time set for final completion of the Work (if the final completion date provides for more time). The failure of either party to include any corrective Work or pending items on the finalized punch-list does not alter the responsibility of the Contractor to complete all Work and the Project. The Contractor's proposed punch-list and modifications by the Engineer or Owner may be by informal written notice (e.g., email, fax, or hand-delivery); however, proof of delivery shall be kept by the party providing the informal written notice to the other party.

5.3 FINAL PAYMENT. Upon final completion and acceptance of the Work in accordance with the Contract Documents (including all punch-list items) and final inspection by the appropriate agency with jurisdiction over the project (if other than the Owner), the Contractor shall submit a "final invoice" to the Engineer. In order for both parties to close their books and records, the Contractor will clearly state "FINAL" on the Contractor's final invoice. This certifies that all work under the applicable work order has been properly completed and all charges have been invoiced to the City. Since this account will thereupon be closed, any and other further charges if not properly included in this final invoice are waived by the Contractor. If the Contractor's Final Invoice is approved as set forth above, the Owner shall pay the remainder of the work order price including any amount held as retainage.

Notwithstanding the foregoing, the Owner shall not be required to pay or release any amount of retainage that is subject of a good faith dispute made in writing, the subject of a claim brought pursuant to section 255.05, Florida Statutes, or otherwise the subject of a written claim or demand by the Owner.

Final payment shall not become due until the Contractor and all of its subcontractors submit to the Owner releases and waivers of liens, and data establishing payment or satisfaction of obligations, such as receipts, claims, security interests or encumbrances arising out of the Contract Documents or otherwise related to the Work.

Acceptance of final payment by the Contractor or a subcontractor shall constitute a waiver of claims by that payee except those previously made in writing and identified by that payee as unsettled at the time of final invoice.

ARTICLE 6. INTEREST.

6.1 All payments due and not made within the time prescribed by section 218.735, Florida Statutes, shall bear interest at the rate of 1 percent per month in accordance with section 218.735, Florida Statutes, as amended from time to time.

ARTICLE 7. CONTRACTOR'S REPRESENTATIONS.

In order to induce Owner to enter into this Agreement Contractor makes the following representations:

7.1 Contractor has examined and carefully studied the Contract Documents and any data and reference items identified in the Contract Documents.

7.2 Contractor has visited the Site, conducted a thorough, alert visual examination of the Site and adjacent areas, and become familiar with and is satisfied as to the general, local and Site conditions that may affect cost, progress and performance of the Work.

7.3 Contractor is familiar with and is satisfied as to all Laws and Regulations that may affect cost, progress and performance of the Work.

7.4 Contractor has studied carefully all: (1) reports of explorations and tests of subsurface conditions at or adjacent to the Site and drawings of physical conditions relating to existing surface or subsurface structures at the Site that have been identified in the Supplementary Conditions, especially with respect to Technical data in such reports and drawings, and (2) reports and drawings related to Hazardous Environmental Conditions, if any, at or adjacent to the Site that have been identified in the Supplementary Conditions, especially with respect to Technical data in such reports and drawings. Contractor accepts the determination set forth in the Contract Documents of the extent of the technical data contained in such reports and drawings upon which Contractor is entitled to rely, if any.

7.5 Contractor has obtained and carefully studied (or assumes responsibility for obtaining and carefully studying) all such examinations, investigations, explorations, tests, reports and studies, if any, (in addition to or to supplement those referred to in paragraph 7.4 above) which pertain to the subsurface or physical conditions at or adjacent to the Site or otherwise may affect the cost, progress, performance or furnishing of the Work as Contractor considers necessary for the performance or furnishing of the Work at the Contract Price, within the Contract Time and in accordance with the other terms and conditions of the Contract Documents; and no additional examinations, investigations, explorations, tests, reports, studies or similar information or data are or will be required by Contractor for such purposes.

7.6 Contractor has reviewed and checked all information and data shown or indicated on the Contract Documents, if any, with respect to existing Underground Facilities at or adjacent to the Site and assumes responsibility for the accurate location of said Underground Facilities. No additional examinations, investigations, explorations, tests, reports, studies or similar information or data in respect of said Underground Facilities are or will be required by Contractor in order to perform and furnish the Work at the Contract Price, within the Contract Time and in accordance with the other terms and conditions of the Contract Documents.

7.7 Contractor has considered the information known to Contractor itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Contract Documents; and the site-related reports and drawings identified in the Contract Documents, with respect to the effect of such information, observations, and documents on (1) the cost, progress and performance of the work; (2) the means, methods,

AGREEMENT

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techniques, sequences, and procedures of construction to be employed by Contractor; and (3) Contractor's safety precautions and programs.

7.8 Contractor has correlated the results of all such observations, examinations, investigations, explorations, tests, reports and studies with the terms and conditions of the Contract Documents and based on the information and observations referred to above, the Contractor agrees that no further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract Documents.

7.9 Contractor has given Engineer written notice of all conflicts, errors or discrepancies that Contractor has discovered in the Contract Documents and the written resolution thereof by Engineer is acceptable to Contractor.

7.10 Contractor acknowledges that the Contract Documents are generally sufficient to indicate and convey an adequate understanding of all terms and conditions for performance and furnishing of the Work.

7.11 Contractor's entry into this Contract constitutes an incontrovertible representation by Contractor that without exception all prices in the Agreement are premised upon performing and furnishing the Work required by the Contract Documents.

7.12 Contractor is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Contract Documents.

ARTICLE 8. CONTRACT DOCUMENTS.

The Contract Documents which comprise the entire Agreement between Owner and Contractor concerning the Work consist of the following:

8.1 This Agreement consisting of 11 pages.

8.2 Exhibits to this Agreement identified as:

- a. The Project Manual (pages 1 to xx, inclusive);
- b. Contractor's Bid (page 00300-1-00300-6, inclusive);
- c. Permits (pages to , inclusive);
- d. Other: LAP Documentation (38 pages)

8.3 Performance Bond and Payment Bond consisting of 3 pages (plus Power of Attorney Forms as applicable).

8.4 Notice of Award and Notice to Proceed.

8.5 General Conditions consisting of 72 pages.

8.6 Supplementary Conditions consisting of 6 pages.

8.7 Bid documents as listed in the table of contents of the Project Manual.

8.8 Project Specifications consisting of 151 pages.

8.9 Drawings not attached hereto but are listed in Specifications.

8.10 Addenda numbers 1 to 1, inclusive.

8.11 Contractor's Bid consisting of 6 pages.

8.12 Documentation submitted by Contractor prior to Notice of Award.

8.13 The following which may be delivered or issued after the Effective Date of the Agreement and are not attached hereto: All Written Amendments and other documents amending, modifying, or supplementing the Contract Documents pursuant to the General Conditions.

8.14 The documents listed under Article 8 above are attached to this Agreement (except as expressly noted otherwise above).

8.15 Any other document attached hereto or incorporated herein by the Owner.

There are no Contract Documents other than those listed above in this Article 8. The Contract Documents may only be amended, modified or supplemented as provided in the General Conditions.

Governing Order of Contract Documents - The Contract Documents include various divisions, sections and conditions which are essential parts for the work to be provided by the Contractor. A requirement occurring in one is as binding as though occurring in all. They are intended to be complementary and to describe and provide for a complete work. In case of discrepancy, the following precedence will govern the interpretation of the Contract Documents prior to award of the contract.

1. Agreement
2. Addenda
3. Instructions to Bidders
4. Special Conditions
5. Supplementary Conditions
6. General Conditions
7. Technical Specifications
8. Details
9. City Standard Details
10. Drawings/Plans
11. Bid Form

After award, Work Change Directives, Change Orders, amendments and revisions to plans and specifications will take precedence over any of the above. In case of discrepancy among technical specifications, drawings and plans, the most restrictive shall govern. Detailed plans shall have precedence over general plans. In the event that any conflicts cannot be resolved by reference to this Governing Order of Contract Documents provision, then City shall resolve the conflict in any manner which is acceptable to City and which comports with the overall intent of the Contract Documents.

ARTICLE 9. MISCELLANEOUS.

9.1 *Terms.* Terms used in this Agreement will have the meanings indicated in the General Conditions.

9.2 *Assignment.* Unless expressly agreed to elsewhere in the Contract documents, no assignment by a party hereto of any rights under or interests in the Contract Documents will be binding on another party hereto without the written consent of the party sought to be bound; and specifically but without limitation moneys that may become due and moneys that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.

9.3 *Successors and assigns.* Owner and Contractor each binds itself, its partners, successors, assigns and legal representatives to the other party hereto, its partners, successors, assigns and legal representatives in respect of all covenants, agreements and obligations contained in the Contract Documents.

9.4 *Severability.* Any provision or part of the Contract Documents held to be void or unenforceable under any Law or Regulation shall be stricken, and all remaining provisions shall continue to be valid and binding upon Owner and Contractor, who agree that the Contract Documents shall be reformed to replaced such stricken provision or part thereof with a valid and enforceable provisions that comes as close as possible to expressing the intention of the stricken provision.

9.5 *Public entity crimes.* 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 on a Contract to provide any goods or services to a public entity, may not submit a Bid on a Contract with a public entity for the construction or repair of a public building or public work, may not be awarded or perform Work as a Contractor, Supplier, Subcontractor, or Consultant 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 from the date of being placed on the convicted vendor list.

9.6 *Inspector General.* In accordance with Palm Beach County ordinance number 2011-009, the Contract Documents may be subject to investigation and/or audit by the Palm Beach County Inspector General. Contractor should review such ordinance in order to be aware of its rights and/or obligations under such ordinance and as applicable. The Parties agree to comply with s. 20.055(5). F.S. "It is the duty of every state officer, employee, agency, special district, board, commission, contractor, and subcontractor to cooperate with the inspector general in any investigation, audit, inspection, review, or hearing pursuant to this section.

9.7 *Waiver.* Failure of either party to enforce or exercise any right(s) under the Contract Documents shall not be deemed a waiver of either party's right to enforce said right(s) at any time thereafter.

9.8 *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 THE CONTRACT DOCUMENTS.

9.9 *Independent Contractor.* The Contractor is, and shall be, in the performance of all Work under the Contract Documents, an Independent Contractor, and not an employee, agent, or servant of the Owner. All persons engaged in any of the Work performed pursuant to the Contract Documents

shall at all times and in all places be subject to the Contractor's sole direction, supervision and control.

9.10 *Access and audits.* The Contractor shall maintain adequate records to justify all charges, expenses, and costs incurred in estimating and performing the Work for at least five (5) years after final payment is made. The Owner shall have access to such books, records, and documents as required for the purpose of inspection or audit during normal business hours at the Contractor's place of business. Under no circumstances will Contractor be required to disclose any confidential or proprietary information regarding its products and service costs.

9.11 *Preparation.* The Contract Documents shall not be construed more strongly against either party regardless of who was more responsible for its preparation.

9.12 *Public Records Law.* Contractor shall comply with Florida's Public Records Laws, and specifically agrees to:

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

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

9.13 *Enforcement costs.* If any legal action or other proceeding is brought for the enforcement of the Contract Documents, or because of an alleged dispute, breach, default or misrepresentation in

connection with any provisions of the Contract Documents, the parties agree that each party shall be responsible for its own attorney's fees.

9.14 *Binding authority.* Contractor's representative below has full power, authority and legal right to execute and deliver these Contract Documents and perform all of its obligations under the Contract Documents. By signing the Contract Documents, the representative hereby represents to the Owner that he/she has the authority and full legal power to execute the Contract Documents and any and all documents necessary to effectuate and implement the terms of the Contract Documents on behalf of the party for whom he or she is signing and to bind and obligate such party with respect to all provisions contained in the Contract Documents.

9.15 *Assignment of warranties.* Contractor shall assign to Owner all warranties extended to Contractor by material suppliers. If an assignment of warranty requires the material supplier to consent to same, then Contractor shall secure the material supplier's consent to assign said warranties to Owner.

9.16 *Contractor's certifications.* Contractor certifies that it has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for or in executing the Contract Documents. For the purposes of this paragraph:

1. "corrupt practice" means the offering, giving, receiving, or soliciting of anything of value likely to influence the action of a public official in the bidding process or in the Contract execution;
2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the bidding process or the execution of the Contract Documents to the detriment of Owner, (b) to establish Bid or Contract prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition;
3. "collusive practice" means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish Bid prices at artificial, non-competitive levels; and
4. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract Documents.

9.17 *Construction defects.* PURSUANT TO SECTION 558.005, FLORIDA STATUTES, ANY CLAIMS FOR CONSTRUCTION DEFECTS ARE NOT SUBJECT TO THE NOTICE AND CURE PROVISIONS OF CHAPTER 558, FLORIDA STATUTES.

9.18 *Delays; Contractor's remedies.* NOTWITHSTANDING ANY PROVISION ELSEWHERE IN THE CONTRACT DOCUMENTS, NO CLAIM FOR DAMAGES OR ANY CLAIM OTHER THAN FOR AN EXTENSION OF TIME SHALL BE MADE OR ASSERTED AGAINST OWNER BY REASON OF ANY DELAYS. Contractor shall not be entitled to an increase in the Contract Price or payment or compensation of any kind from Owner for direct, indirect, consequential, impact or other costs, expenses or damages, including, but not limited to, costs of acceleration or inefficiency, arising because of delay, disruption, interference, or hindrance, be it reasonable or unreasonable, foreseeable or avoidable or unavoidable. Contractor shall be entitled only to extensions of the Contract Time as the sole and exclusive remedy for such resulting delays, in accordance with and the extent specifically provided herein.

9.19 *Termination for failure to provide Public Construction Bond.* If a Public Construction Bond is required under the Construction Documents and the Contractor fails to provide the fully executed Public Construction Bond, including a certified copy of the Public Construction Bond as recorded in the Official Records for Palm Beach County, within fifteen (15) calendar days after the Contractor's and Owner's execution of this Agreement, the Owner may immediately terminate this

Agreement upon written notice to the Contractor and the Owner shall have no further obligation to the Contractor under the Contract. In the event of such termination, the Contractor shall also forfeit its bid security to the Owner.

9.20 *E-Verify*. Pursuant to Section 448.095(2), Florida Statutes, beginning on January 1, 2021, the CONTRACTOR shall:

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

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

c. Maintain copies of all CONTRACTOR affidavits for the duration of this Agreement and provide the same to the City upon request;

d. Comply fully, and ensure all CONTRACTORs comply fully, with Section 448.095, Florida Statutes;

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

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

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

- a) If this Agreement is for one million dollars or more, the CONTRACTOR certifies that it and its subcontractors are also not on the Scrutinized Companies with Activities in Sudan List, Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged in business operations in Cuba or Syria as identified in Section 287.135, Florida Statutes. Pursuant to Section 287.135, the City may immediately terminate this Agreement at its sole option if the CONTRACTOR, or any of its subcontractors are found to have submitted a false certification; or if the CONTRACTOR or any of its subcontractors are placed on the Scrutinized Companies with Activities in Sudan List, or Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or are or have been engaged with business operations in Cuba or Syria during the term of this Agreement.
- b) The CONTRACTOR agrees to observe the above requirements for applicable subcontracts entered into for the performance of work under this Agreement.
- c) The CONTRACTOR agrees that the certifications in this section shall be effective and relied upon by the CITY for the term of this Agreement, including any and all renewals.
- d) The CONTRACTOR agrees that if it or any of its subcontractors' status changes in regards to any certification herein, the CONTRACTOR shall immediately notify the CITY of the same.

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

REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK
SIGNATURE PAGE FOLLOWS

IN WITNESS WHEREOF, Owner and Contractor have signed this Agreement in four parts. Two counterparts have been delivered to Owner, and one counterpart each to Contractor and Engineer. All portions of the Contract Documents have been signed or identified by Owner and Contractor or by Engineer on their behalf.

CITY OF LAKE WORTH BEACH, FLORIDA

By: _____
Betty Resch, Mayor

ATTEST:

By: _____
Melissa Ann Coyne, MMC, City Clerk

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY:

APPROVED FOR FINANCIAL
SUFFICIENCY

By: _____
Glen J. Torcivia, City Attorney
Director

By: _____
Yannick Ngendahayo, Financial Services

CONTRACTOR:

[Corporate Seal]



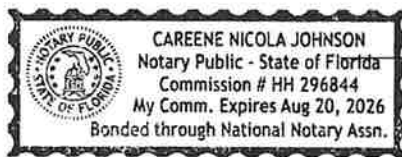
[Handwritten Signature]

Print Name: Nelson Apolinario
Title: Vice President

STATE OF FLORIDA
COUNTY OF MIAMI-DADE

THE FOREGOING instrument was acknowledged before me by means of physical presence or online notarization on this 10th day of JANUARY 2024, by NELSON APOLINARIO, as the VICE PRESIDENT [title] of HOMESTEAD CONCRETE [corporate description], a FLORIDA [state], who is personally known to me or who has produced _____ as identification, and who did take an oath that he or she is duly authorized to execute the foregoing instrument and bind the CONTRACTOR to the same.

Notary Seal:





[Handwritten Signature]
Notary Public Signature

SECTION 00630
NOTICE OF COMPLIANCE WITH CHAPTER 556, FLORIDA STATUTES

The undersigned Contractor does hereby confirm to the Owner and Engineer that the Contractor has reviewed the provisions of Chapter 556, Florida Statutes, and has provided to "Sunshine State One-Call of Florida, Inc." the information required under F.S. 556.105 before the commencement of any excavation or demolition required for the Work.

Executed this 10th day of January, 2024.


HOMESTEAD Concrete & Drainage, Inc.
(name of Contractor)

(signature)
Nelson Apdinario
(print name)
Vice President
(title)

END OF SECTION



City of Lake Worth Beach

BID TABULATION - IFB #23-126R ADA Sidewalk and Curb Improvement - Corrected 12/18/2024

				M&M Asphalt Maintenance, Inc. dba All County Paving		Homestead Concrete & Drainage, Inc.		Creative Contracting Group		FB Construction, LLC		Janice M. Reiley, Inc. dba The Paving Lady	
ITEM #	DESCRIPTION	UNIT	ESTIMATED QUANTITY	UNIT PRICE	EXTENDED TOTAL	UNIT PRICE	EXTENDED TOTAL	UNIT PRICE	EXTENDED TOTAL	UNIT PRICE	EXTENDED TOTAL	UNIT PRICE	EXTENDED TOTAL
GENERAL CONDITIONS													
1	Site Mobilization/Demobilization	LS	1	\$75,000.00	\$75,000.00	\$22,200.00	\$22,200.00	\$109,502.00	\$109,502.00	\$131,369.30	\$131,369.30	\$128,125.00	\$128,125.00
2	Maintenance of Traffic (8%)	LS	1	\$25,000.00	\$25,000.00	\$9,990.00	\$9,990.00	\$85,000.00	\$85,000.00	\$105,095.44	\$105,095.44	\$118,750.00	\$118,750.00
3	As-Built Record Drawings	LS	1	\$72,500.00	\$72,500.00	\$4,316.58	\$4,316.58	\$12,500.00	\$12,500.00	\$35,437.50	\$35,437.50	\$31,250.00	\$31,250.00
4	NPDES Permit	LS	1	\$1,000.00	\$1,000.00	\$3,330.00	\$3,330.00	\$1,000.00	\$1,000.00	\$400.00	\$400.00	\$15,625.00	\$15,625.00
5	Erosion Control	LS	1	\$11,000.00	\$11,000.00	\$2,926.49	\$2,926.49	\$5,000.00	\$5,000.00	\$27,946.01	\$27,946.01	\$15,000.00	\$15,000.00
6	Indemnification	LS	1	\$10.00	\$10.00	\$10.00	\$10.00	\$10.00	\$10.00	\$10.00	\$10.00	\$10.00	\$10.00
7	Unforeseen Conditions Allowance	LS	1	\$100,000.00	\$100,000.00	\$100,000.00	\$100,000.00	\$100,000.00	\$100,000.00	\$100,000.00	\$100,000.00	\$100,000.00	\$100,000.00
8	Video Allowance	LS	1	\$15,000.00	\$15,000.00	\$15,000.00	\$15,000.00	\$15,000.00	\$15,000.00	\$15,000.00	\$15,000.00	\$15,000.00	\$15,000.00
DEMOLITION													
9	Clearing and Grubbing	LS	1	\$50,000.00	\$50,000.00	\$21,948.70	\$21,948.70	\$20,000.00	\$20,000.00	\$26,436.38	\$26,436.38	\$15,000.00	\$15,000.00
10	Removal of Existing Concrete	SY	5,348	\$25.63	\$137,069.24	\$16.02	\$85,674.96	\$36.00	\$192,528.00	\$44.50	\$237,986.00	\$56.25	\$300,825.00
11	Miscellaneous Asphalt Pavement (Rework)	TN	96	\$440.00	\$42,240.00	\$292.65	\$28,094.40	\$290.00	\$27,840.00	\$445.32	\$42,750.72	\$235.17	\$22,576.32
SIDEWALK													
12	Concrete Curb and Gutter, Type F	LF	6,338	\$40.00	\$253,520.00	\$27.17	\$172,203.46	\$40.00	\$253,520.00	\$30.86	\$195,590.68	\$46.00	\$291,548.00
13	Detectable Warnings	SF	3,080	\$37.50	\$115,500.00	\$40.18	\$123,754.40	\$33.00	\$101,640.00	\$41.55	\$127,974.00	\$40.00	\$123,200.00
14	Concrete Sidewalk and Driveways, 4"	SY	4,754	\$70.00	\$332,780.00	\$48.62	\$231,139.48	\$60.00	\$285,240.00	\$57.95	\$275,494.30	\$65.00	\$309,010.00
15	Concrete Sidewalk and Driveways, 6"	SY	2,314	\$102.50	\$237,185.00	\$64.27	\$148,720.78	\$80.00	\$185,120.00	\$98.83	\$228,692.62	\$76.05	\$175,979.70
TOTAL BID ITEMS 1 through 15:					\$1,467,804.24		\$969,309.25		\$ 1,393,900.00		\$1,550,157.75		\$1,661,899.02
BID FORM 00300 -1 through 00300-4				completed		completed		completed		completed		completed	
UNIT PRICE SCHEDULE 00300-5 through 00300-6				completed		completed		completed		completed		completed	
TRENCH SAFETY AFFIDAVIT 00300-7				completed - N/A		completed - N/A		completed - N/A		completed - N/A		completed - N/A	
SCHEDULE OF MAJOR SUBCONTRACTORS 00300-8				completed		N/A		completed		completed		completed	
SCHEDULE OF MAJOR EQUIPMENT & MATERIALS 00300-9				completed		completed		completed		completed		completed	
PUBLIC ENTITY CRIMES STATEMENT 00300-10 through 00300-11				completed		completed		completed		completed		completed	
DRUG FREE CERTIFICATION 00300-12				completed		completed		completed		completed		completed	
BIDDER'S QUALIFICATIONS QUESTIONNAIRE 00310-1 through 00310-6				completed		completed		completed		completed		completed	
CAMPAIGN CONTRIBUTION STATEMENT 00850-1 through 00850-2				completed		completed		completed		completed		completed	
SCRUTINIZED COMPANIES CERTIFICATION FORM 00851-1				completed		completed		completed		completed		completed	
BUY AMERICA CERTIFICATE OF COMPLIANCE				completed		completed		completed		completed		completed	
LAP CERTIFICATION OF CURRENT CAPACITY				completed		completed		completed		completed		completed	
STATUS OF CONTRACTS ON HAND				completed		completed		completed		completed		completed	
DBE BID AFFIRMATIVE ACTION PLAN				completed		completed		completed		completed		completed	
E-VERIFY				completed		completed		completed		completed		completed	
CERT - DISCLOSURE OF LOBBYING ACTIVITIES ON FEDERAL-AID CONTRACTS				completed		completed		completed		completed		completed	
DISCLOSURE OF LOBBYING ACTIVITIES				completed		completed		completed		completed		completed	
DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION CERT				completed		completed		completed		completed		completed	
NON-COLLUSION DECLARATION AND COMPLIANCE				completed		completed		completed		completed		completed	
BID BOND INCLUDED				Yes		Yes		Yes		Yes		Yes	

STAFF REPORT REGULAR MEETING

AGENDA DATE: February 6, 2024

DEPARTMENT: City Commission

TITLE:

Nominations to the Technical Advisory Committee (TAC) of the Transportation Planning Agency (TPA)

SUMMARY:

TAC Representatives and Alternates shall serve at the pleasure of the TPA Governing Board for a three (3) year term. Jamie Brown served as representative and Felipe Lofaso served as the alternate.

BACKGROUND AND JUSTIFICATION:

The Technical Advisory Committee (TAC) is made up of technical staff representing the various local governments within Palm Beach County, primarily planners and engineers. The TAC provides technical review, comments and recommendations regarding items to be considered by the TPA Governing Board, including transportation plans, programs, studies and other appropriate documents and regional transportation issues.

The TAC ensures that the studies, plans and programs submitted to the TPA are technically sufficient, accurate and comprehensive. This enables the TPA Board to have the input of local technical staff in its decision-making process.

The City Commission makes the nominations to submit to the TPA. The TPA Governing Board would make the appointments at their February 15 meeting. Jamie Brown would be re-nominated as representative with Troy Perry nominated as alternate.

MOTION:

Move to approve/disapprove the re-nomination of Jamie Brown as TAC Representative and nomination of Troy Perry as Alternate to the Technical Advisory Committee of the TPA.