



AGENDA
CITY OF LAKE WORTH BEACH
REGULAR CITY COMMISSION MEETING
CITY HALL COMMISSION CHAMBER
TUESDAY, DECEMBER 15, 2020 - 6:00 PM

ROLL CALL:

INVOCATION OR MOMENT OF SILENCE: led by Vice Mayor Amoroso

PLEDGE OF ALLEGIANCE: led by Commissioner Herman Robinson

AGENDA - Additions / Deletions / Reordering:

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

A. [Value of the Electric Utility](#)

COMMISSION LIAISON REPORTS AND COMMENTS:

PUBLIC PARTICIPATION OF NON-AGENDAED ITEMS AND CONSENT AGENDA:

APPROVAL OF MINUTES:

A. [Work Session - November 5, 2020](#)

B. [Regular Meeting - November 17, 2020](#)

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

A. [Resolution No. 55-2020 - setting the ballot for the March 9,2021, General Election](#)

B. [Agreement with ACAI Associates for professional services related to the Public Works Fleet Facility design and construction administration services.](#)

C. [Work Order #2 with Bella Construction for the Renovation of the Golf Course Clubhouse Facility](#)

D. [Purchase Order with Nextran Truck for the purchase of a Mack One Arm Garbage Truck](#)

E. [Service agreement with Verizon Wireless to provide mobile communication services](#)

F. [Payments of Fiscal Year 2020 Invoices](#)

G. [Fourth Amendment to Agreement with USIC LOCATING SERVICES, LLC to provide utility locating services for one more year](#)

H. [Electric Utility Easement and Bill of Sale by and between 1601 Dixie, LLC and the City of Lake Worth Beach](#)

I. [Water Utility Easement and Bill of Sale by and between 1601 Dixie, LLC. and the City of Lake Worth Beach](#)

J. [Adopt the Fiscal Year 2021 Staff Count](#)

K. [Resolution No. 56-2020 – 1st Budget Amendment to the Fiscal Year 2021 Budget](#)

PUBLIC HEARINGS:

- A. [Ordinance No. 2020-19 - Second Reading - adopting the Florida Building Code 2020 7th Edition with recommended local amendments to Chapter One](#)

UNFINISHED BUSINESS:

- A. [Discussion of appointment of City Commissioner for District 2](#)

NEW BUSINESS:

- A. [HYPERLINK \l "appIS34c1d0962c884d53add83831822ed6e3" Appeal by Thomas J. Baird, Esq. on behalf of 1920 10th Avenue, LLC of PZB Project # 20-00500003, which included site plan and conditional use approvals to allow for the construction of a new vehicle fueling/charging station, single-destination retail, and restaurant at 1900 10th Avenue North \(7-Eleven\)](#)
- B. [Ordinance No. 2020-21 – Prohibition on Distribution of Plastic Straws at City Facilities](#)
- C. [Resolution No. 57-2020 - approving the Agreement with the Supervisor of Elections for the March 2021 election](#)

LAKE WORTH ELECTRIC UTILITY:

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

- 1) [Second Amendment to the agreement with Simple Mind LLC for continued Professional Consultant Services communication outreach in the amount of \\$43,000](#)
- 2) [Ratification of Second Amendment to original Agreement with ENCO Utility Services, LLC](#)
- 3) [Agreement with Dis-Tran Steel, LLC for steel products for electrical substations](#)
- 4) [Purchase Order\(s\) to McWayne Poles for the Purchase & Delivery of Ductile Iron Poles](#)

CITY ATTORNEY'S REPORT:

CITY MANAGER'S REPORT:

ADJOURNMENT:

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)



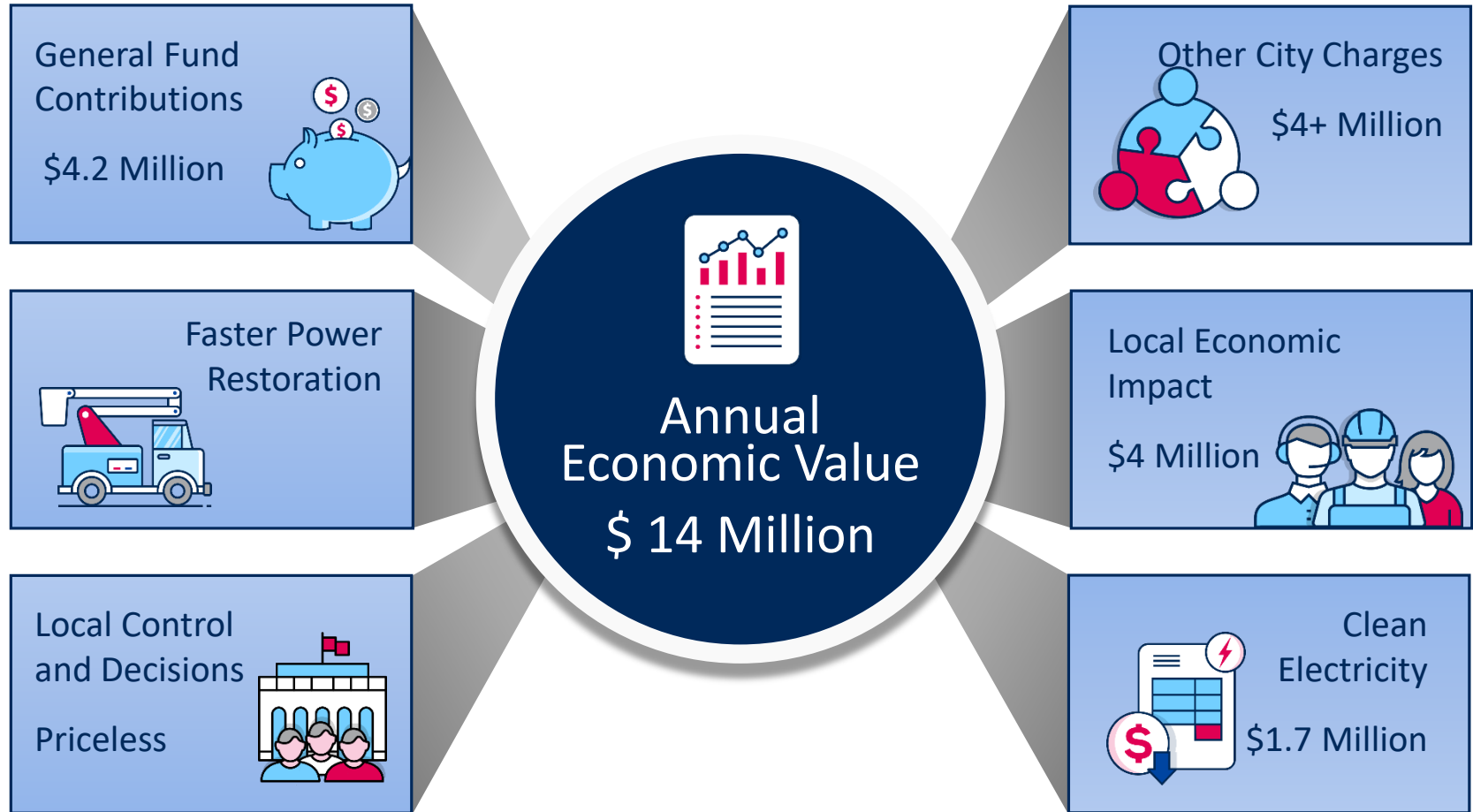
Lake Worth Beach Electric Utility Provides Value for the City

Lake Worth Beach
City Commission

December 15, 2020

LWB Electric Provides Value to City

About \$14 Million in Annual Value & Growing



Future is Bright for LWB Electric Utility

Most Carbon-Free Supply in State and Low-Cost

- Will have **highest percentage of CO₂-free supply in Florida**
 - Greater than 50% of the supply CO₂ free by 2025
 - 51% improvement in CO₂ by 2025 vs. 2005, \$1.7M value @\$20/ton
- ***Rates are competitive and costs continue to decrease***, ~\$9M annual reduction by 2027
 - Residential costs lower today than in 2006, while U.S. rates increased 26%
 - LWB's electric rates include items that competitors do not pay for
- Pays an additional \$4M+ to the city for various charges each year
- Provides ~\$4M/year in ***economic activity to LWB through local jobs***
- Reliability improving and will improve further under SHRIP - invested over \$14M in past two years for ***reliability improvements, with an additional \$100M in coming years***
- General Fund Transfer ~15% of ***revenues that city uses for general government services***
- Owned by the citizens; ***local priorities and local control over decisions***

LWB Electric 38+ MW of Solar by 2024

Carbon-Free Solar Resource ~40% of Peak Load



1.7 MW from 5-acre solar farm
in Lake Worth Beach



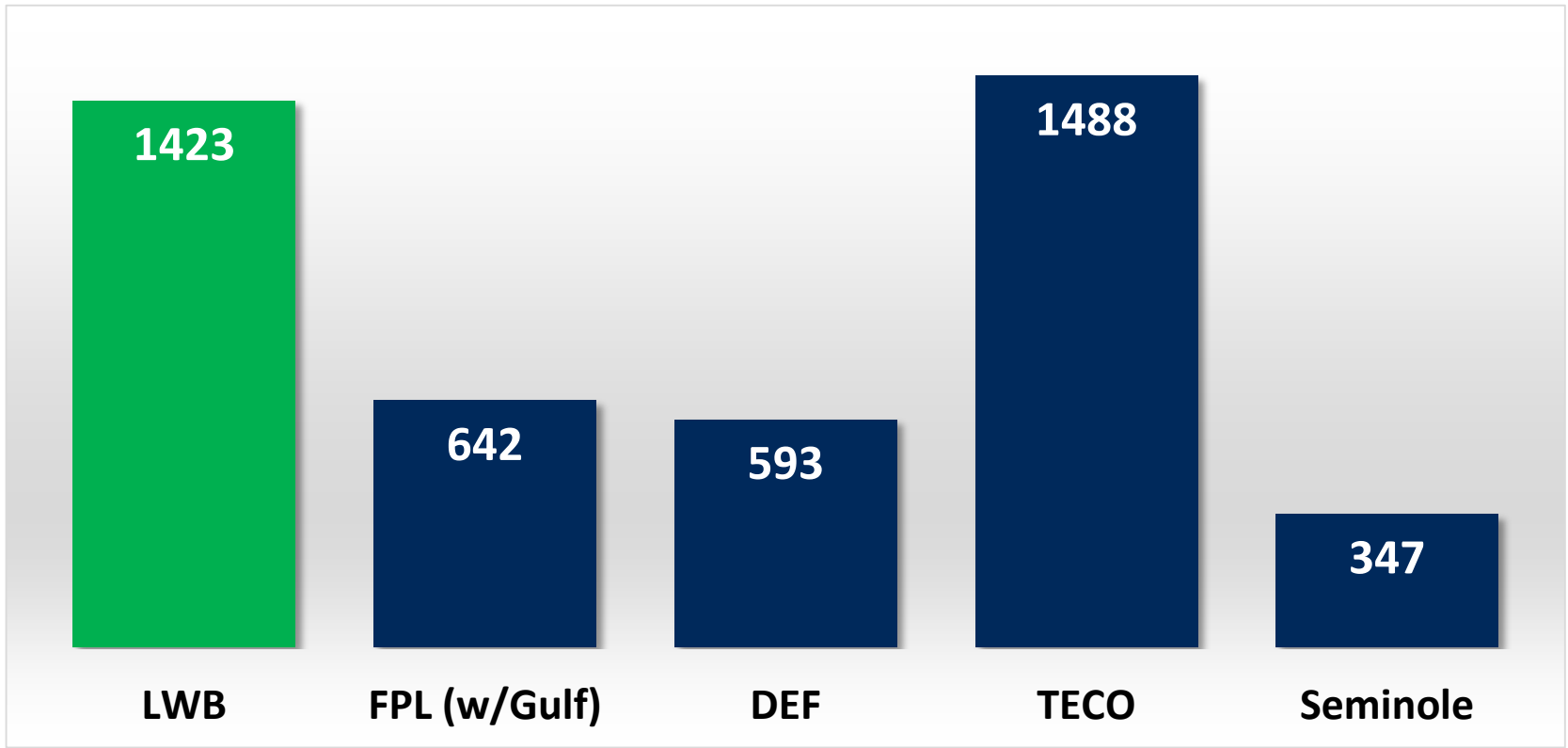
36.5 MW from one of the
largest municipal-backed solar projects



LWB Leader in Solar Watts Per Customer

Electric Utility Poised to Be A State Leader

Projected Utility-Scale* Solar Watts Per Customer (2024)

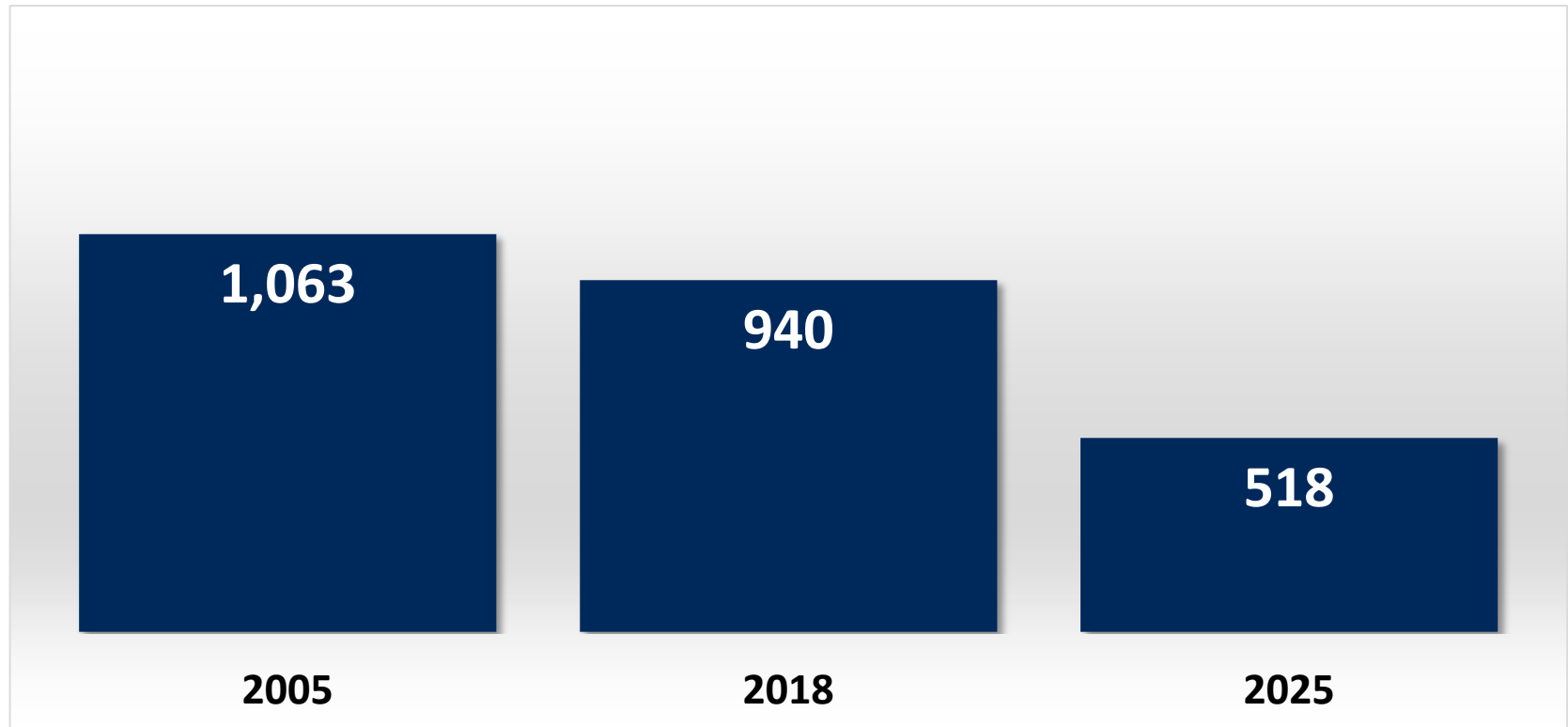


*Based on Ten-Year Site Plans filed in April 2020 and other public data. Subject to change based on additional future solar additions not included in current plans. Reflects projected customer counts in 2024.

LWB CO₂ Emissions; Big Declines by 2025

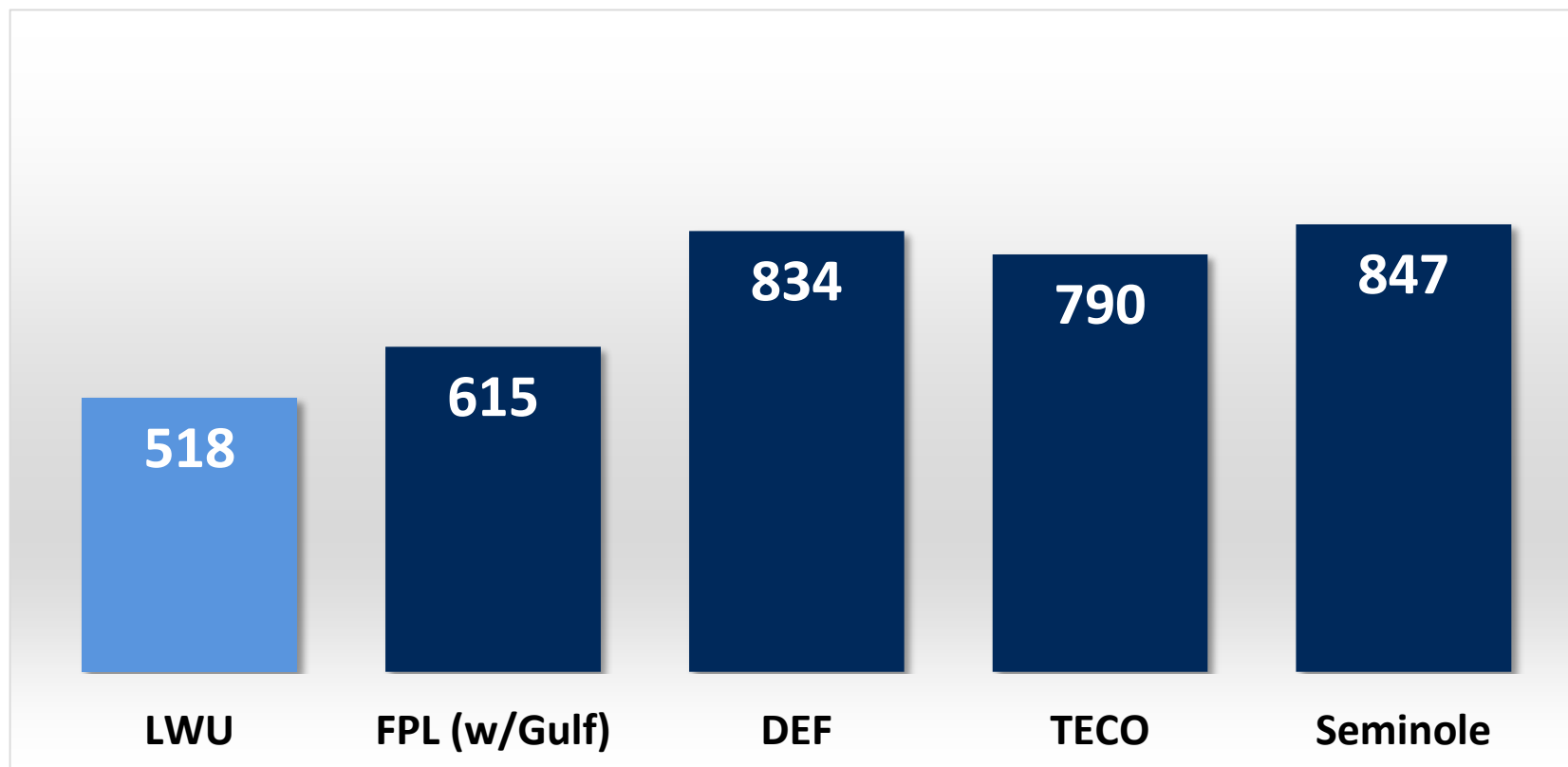
*51% Reduction from 2005 levels**

CO₂ Emissions (lbs./MWh)



LWB Electric Projected Lowest CO₂ Rate *Poised to Be Florida Leader*

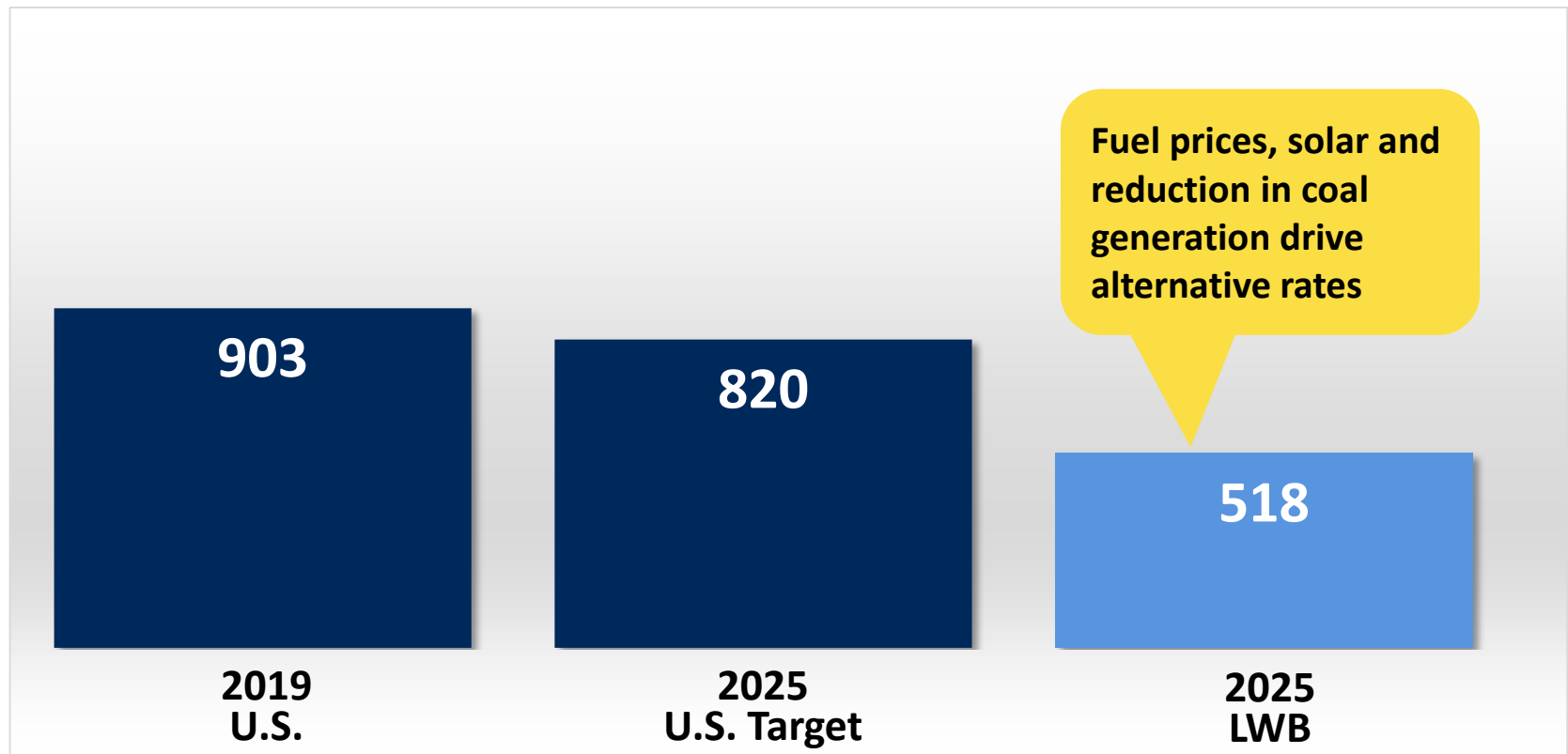
Projected 2025 CO₂ Emissions Rate (lbs./MWh)



CO₂ Footprint Far Better Than U.S. Target

Avoided Emissions Worth ~\$1.7M at \$20/Ton

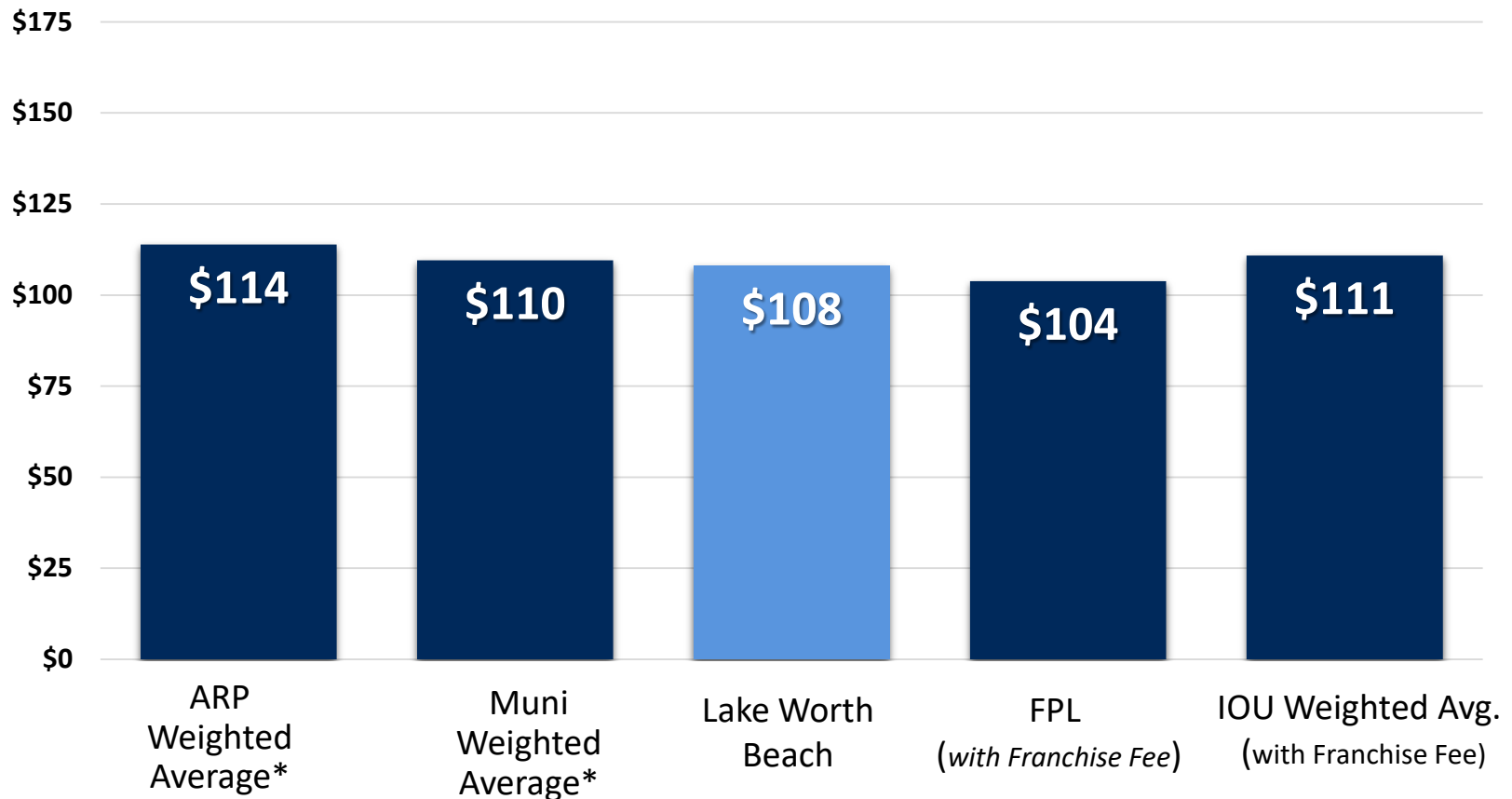
Historical and Projected CO₂ Emissions (lbs./MWh)*



LWB Residential Retail Rates Competitive

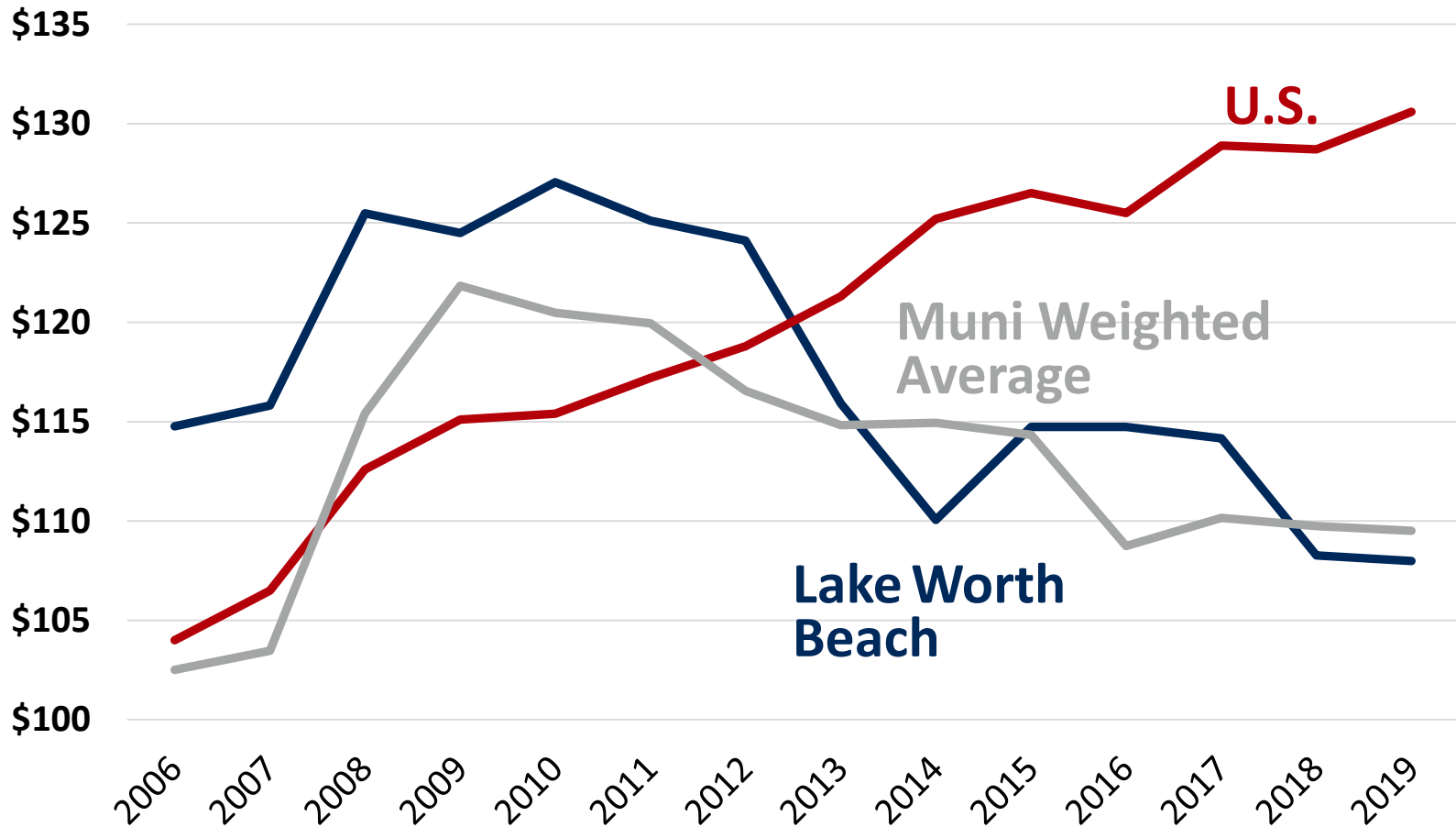
Residential Bill Comparison

Cost per 1,000 kWh, Calendar Year 2019 Average



LWB Residential Rates Lower Than 2006

*Customer Rates Down 6%, U.S. Rates Up 26%**

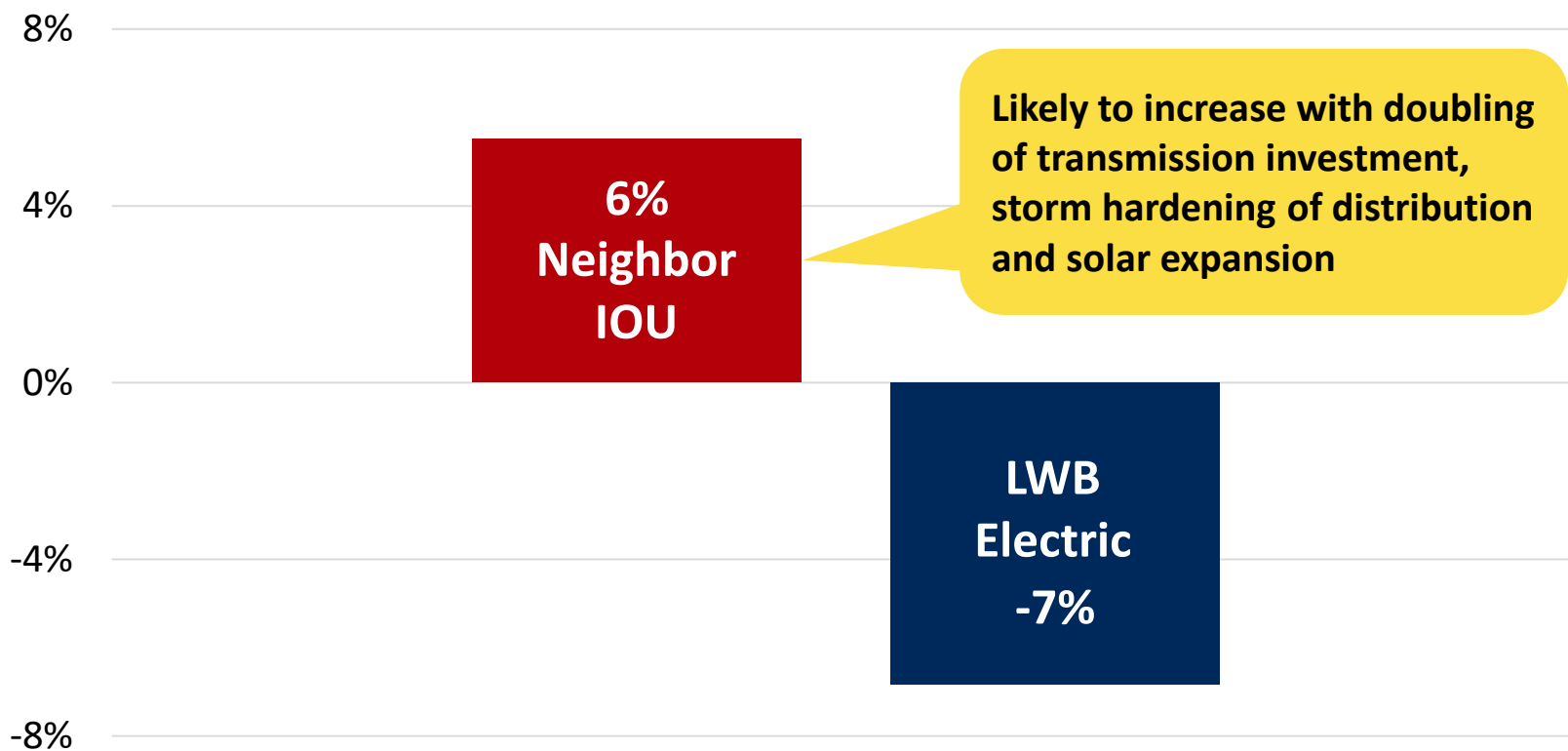




LWB Rates Declining Over Last 6 Years

Neighboring IOU Rates Increasing

Percent Change in Residential Rates – 2013 to 2019



LWB to Lower Power Costs \$9M Per Year

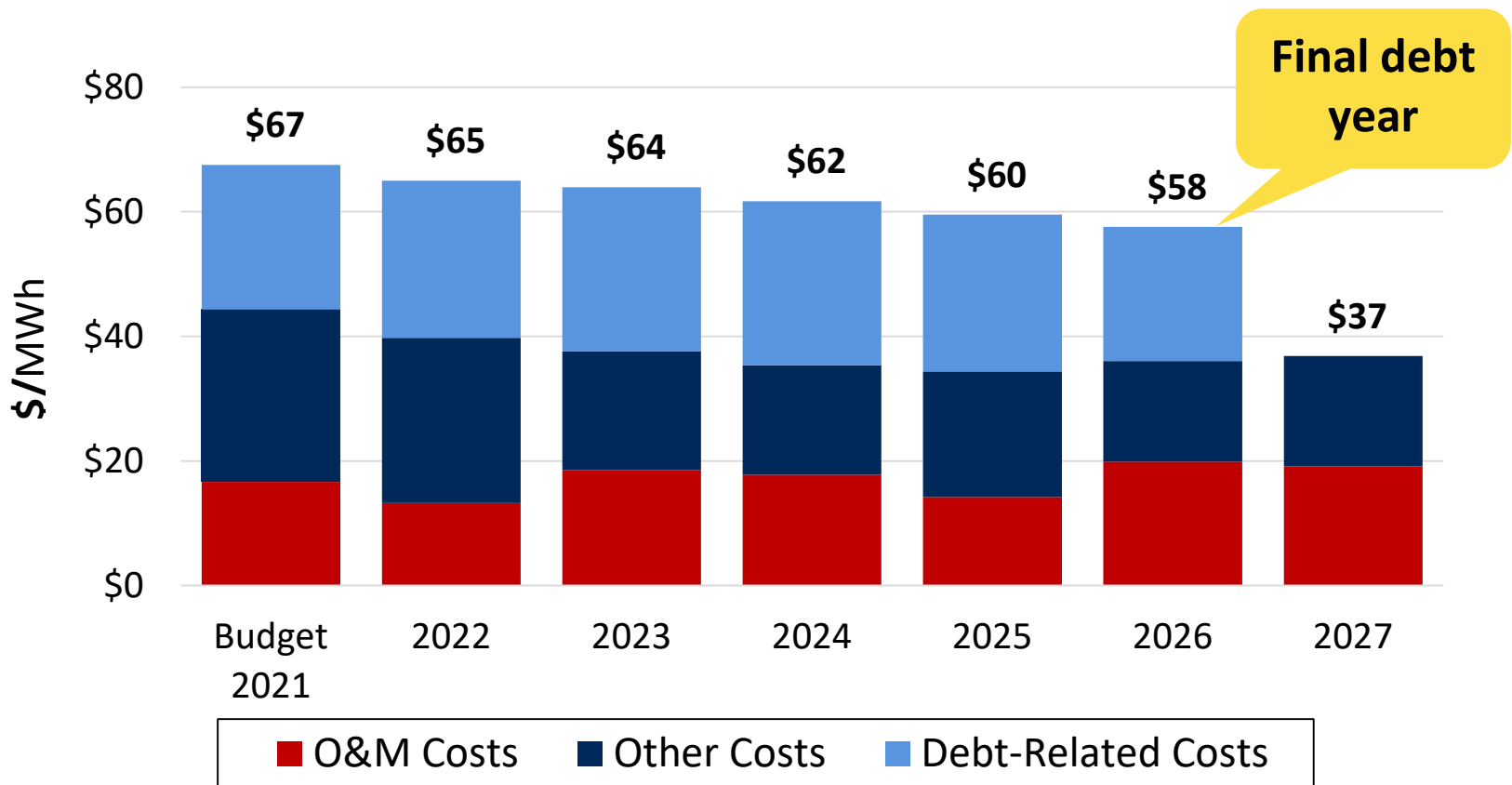
~33% Reduction by 2027

Area	Estimated Annual Savings	Fiscal Year
St. Lucie Debt Retirement	\$5M	2027
Reduce steam generation cost	\$2.5M	2023
Restructure coal costs	\$1M	2024

St. Lucie Costs Projected to Decline

~\$5.1M Savings/Yr. After Debt Payoff in 2026*

Projected St. Lucie Project Costs





LWB Electric Creates Good, Local Jobs

Jobs Support Lake Worth Beach Economy

- Utility operations currently provides 86 local jobs
- Disposable income stays in the local economy
 - Local spending subject to a multiplier effect
- Net estimated impact on local economy:

~\$4 Million



LWB Electric Fund Transfers Support City

Dollars Help Support City Services and Programs

- Utility transfer ~\$4.2 to 4.5 million planned for city's general fund in fiscal 2021
- Transfer from electric is ~15% of total general fund revenue
- Highly competitive compared to an average 6% franchise fee
- No guarantee as to level of franchise fee available in market



Leap in Storm Protection & Reliability

\$100M Improvement Project Underway

- Pursuing a second transmission source to eliminate system-wide outages
- Upgrades to the distribution system to withstand Category 5 hurricanes
- Adding technology to reduce outage occurrences and duration
- Hardening in known trouble spots to reduce animal and vegetation contacts
- Converting to higher operating voltages to reduce thermal stress and increase power delivery needed for growth
- New system control and data acquisition systems





LWB Reliable at Keeping the Lights On

Better Than Benchmark on 2 of 3 Key Metrics

2019 Distribution Reliability (Indices per City's FY 2019 Results & Scorecard)

For each index, the lower the number the better

Utility	Length ¹	Duration ²	Repair Time ³
Lake Worth Beach	125	80	41
FPL	178	41*	49*

¹ L-Bar = Average length of a service interruption.

² SAIDI = Average duration of interruptions for the average customer.

³ CAIDI = Average repair time experienced by the average customer who experienced an outage.

* = FPL Palm Beach service area reliability metrics

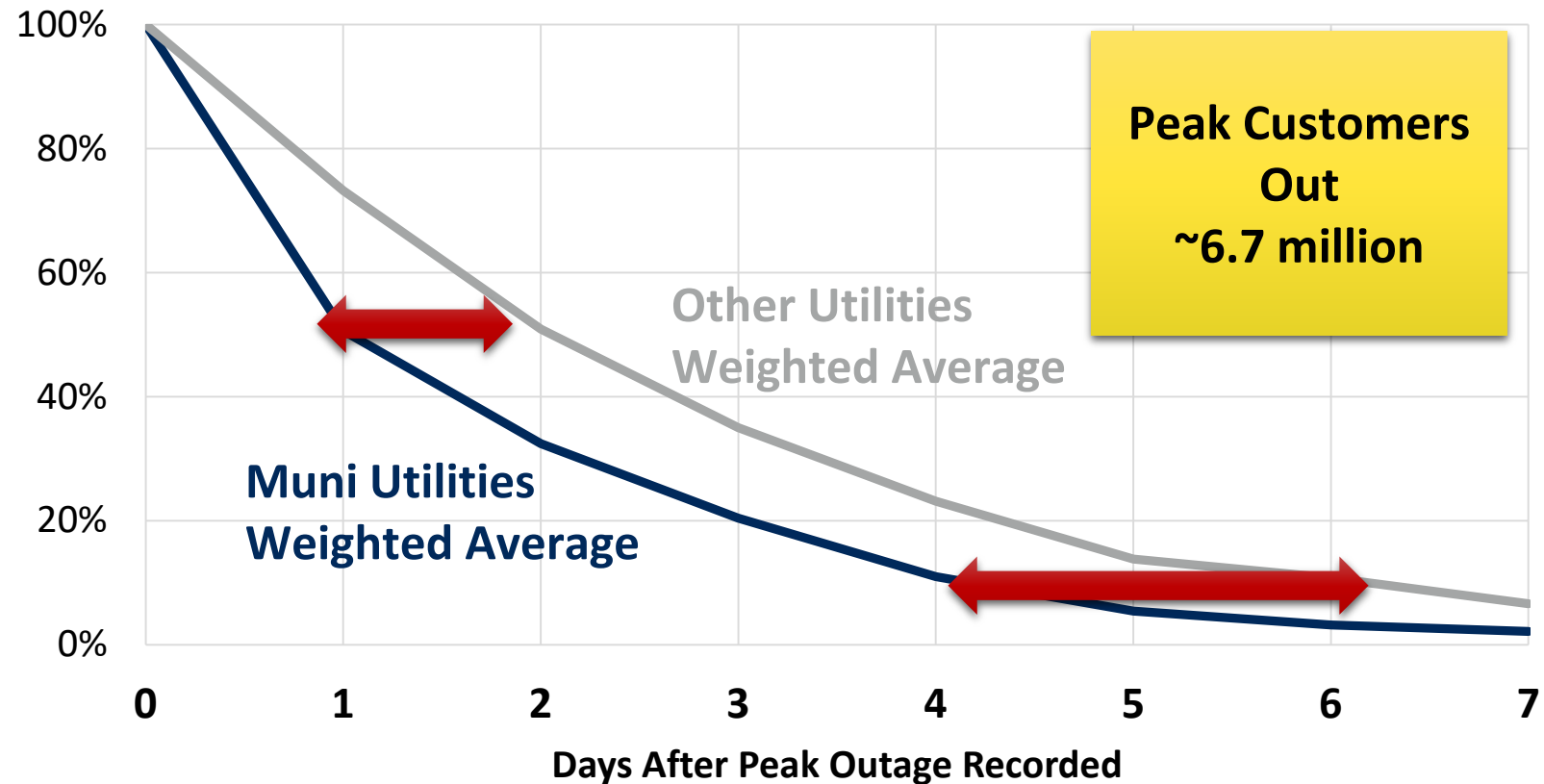
- Local crews enable quicker responses to outages
- Capital investments focused on continued improvement



Municipals Fast Storm Restoration

After Irma, Munis Restored Two Days Sooner

For Customers Who Lost Power, Percentage Out by Day



Utility Supports City in Addition to GF Transfer

Lake Worth Beach Relies on the Utility

- ~\$1.8 million in shared admin services
- ~\$220,000 for non-electric staff
- \$252, 000 in customer CC processing fees
- Cover 100% of office costs for electric and non-electric departments ~\$1.1M
- Vegetation management and clearing of alleyways ~\$265,000
- Auditing (shared with finance), IT services, and Fleet Division funding ~\$626,000
- Sponsor and provide electricity for community events (~\$10k)



Schools and County Wi-Fi Project Support

Utility Can Offer Free Wired Pole Attachments

- City Commission has expressed support for County's plans to expand Wi-Fi coverage to increase access for school-aged children
- Required pole attachments at no cost to the utility
- Utility able to provide attachments without additional incremental revenues
- Utility will make annual in-kind contribution of ~\$300,000
- Local control leads to provision of valuable services

Personal Service, Local Control

Customers, Officials Have a Voice in Decisions

- Local elected officials govern the utility and have access to utility's top leadership
- Local needs the top priority when decisions are made
- Service area is the top priority following a storm
- Efforts to improve customer experience ongoing – more work to be done





Questions & Discussion

**MINUTES
CITY OF LAKE WORTH BEACH
CITY COMMISSION WORK SESSION - COASTAL RESILIENCY & CEMETERY
THURSDAY, NOVEMBER 5, 2020 – 6:00 PM**

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

ROLL CALL: Present were; Mayor Pam Triolo (from home); Vice Mayor Andy Amoroso; and Commissioners Scott Maxwell and Herman Robinson. Also present were City Manager Michael Bornstein and City Clerk Deborah M. Andrea.

Mayor Triolo apologized for appearing from her home following some minor surgery.

PLEDGE OF ALLEGIANCE: Commissioner Herman Robinson.

CLIMATE CHANGE SEA LEVEL RISE

A. Coastal Resilience Partnership – Update on the Climate Change Vulnerability Assessment

City Manager Bornstein said that living along the coast in LWB could become a much wetter experience due to flooding, rainfall, the tides and storm surge. He stated that houses built in the 1920s were not built to withstand current conditions. He explained that a lot of money had been spent on infrastructure and the City was empathetic to residents who experienced property damage. He introduced Felipe Lofaso, Public Works Assistant Director, who served on the Coastal Resilience Partnership (CRP) and the Climate Change Project.

Mr. Lofaso, stated that LWB was a member of the different groups and received all the information from the scientists. He introduced Elizabeth Perez, President of Collective Water Resources LLC and Brent Whitfield, Director of Water Resources/Senior Engineer at Chen Moore and Associates, sub-consultant to Collective Water Resources.

Mr. Whitfield gave an overview of the presentation and stated that the CRP included municipalities from Boca Raton to Lantana.

Ms. Perez said that the CRP work began in 2017 and the intent was to finish in 2021. She stated that the covered area spanned south Palm Beach County (PBC) to Boca Raton and explained the five-step process stating that the CRP was on step three, in the heart of the analysis. She said that adaptation strategies would be examined at the end of the year and there would be a tool developed named AccelAdapt that cities would be able to use. She spoke about the threats, many of which were in the news, such as water threats and wildfires; they were being studied related to climate. She said that sea level rise was not related to climate but exacerbated the threat.

Mr. Whitfield reported that there had been analysis done by the National Oceanic and Atmospheric Administration (NOAA) related to sea level rise and displayed maps showing projected flooding at the golf course and in other corridors by 2040 and 2070. He said that storm surge related to hurricanes complicated the analysis and information was being compiled to update the topography. He pointed out that PBC was working with FEMA on a new model with new storms. He stated that tidal and surge flooding was a regional issue

that would need to be addressed by all of the communities in the CRP. He stated that the City had done an extensive rainfall study in 2012 and that there were areas that would flood due to older pipe infrastructure, poor drainage and excessive rainfall.

Ms. Perez announced that by the end of the year key strategies would be prioritized; there were more than 500 adaptation strategies and staff would be able to access the data to continue the process of adapting the ongoing issue. She said that there would be results for the different threats and complimented the City for having a city-wide Stormwater Master Plan.

Mr. Whitfield stated that rainfall was seasonal and could overwhelm the capacity of City pipes, but there were measures that could be taken.

Comments/requests summary:

1. Vice Mayor Amoroso stated that he had received many phone calls during the last storm with residents wanting to know what to do and asking why the storm drains had not been cleaned out. He said that there was a lot of misinformation from shady contractors knocking on doors and asked what caused the septic intrusion and what could be done to get the correct information disseminated so people would not be taken advantage of.

City Manager Bornstein replied that the next presentation regarding the flood zone maps would have information about the infrastructure questions.

2. Mayor Triolo said that she had studied how Holland was handling the same issue. She opined that the City should be able to have drainage retention solutions because there was a land barrier in the City.

Mr. Whitfield relayed that the geology of south Florida was very different from Holland and a sea wall would not address the City's issues.

3. Commissioner Maxwell asked when the adaptation strategies would be presented to the Commission and if the potential cost would be determined.

Ms. Perez responded that the strategies would be presented by March at the latest.

Mr. Whitfield answered that conceptual level cost estimates for the projects would be prepared. He said that the City might change the building code regarding minimum elevations to anticipate future needs.

4. Commissioner Robinson asked about the top five strategies that could be done soon and if there were any mechanical approach for immediate solutions.

Mr. Whitfield replied that those strategies had not been determined yet.

City Manager Bornstein stated that the information would be provided during the Water Utility Presentation.

B. Discussion of 2020 FEMA Flood Zone Maps for Lake Worth Beach

William Waters, Community Sustainability Director, discussed the pending 2020 FEMA Flood Maps for the City of Lake Worth Beach which were released in February 2020 and

would go into effect at the beginning of 2021. He explained that the new maps were based on recent statistical data, topographic information and flooding evaluations and demarcated flood impact zones as well as 100-year and 500-year flood potentials. He iterated that significant changes in the maps would impact many properties east of Federal Highway, especially Lakeside Drive, Golfview and Palmway. He reported that the impacts which included the requirement that new construction, additions, expansions and substantial improvements within flood zones would have to be constructed at significantly higher elevations, improvements to existing buildings would be limited to a five-year cumulative fifty percent (50%) building value thresholds before elevation requirements would need to be met, larger areas of the City would be required to obtain and maintain flood insurance, contributing structures in the City's historic districts would still have some exemptions from the requirements and the overall character and streetscape of Lakeside Drive, Golfview, Palmway, and Ocean Breeze, as well as parts of Federal Highway, would change. He spoke about the future and reported that new construction would be required to be built at higher elevations than historically, many structures in flood zones would be limited to the extent they could be improved due to their existing elevations, the cost to maintain, insure and purchase properties in flood zones would increase, some structures might be declared obsolete due to repetitive losses and the inability to be upgraded and improved and adjustments to the City's Land Development Regulations, Historic Preservation Guidelines and Stormwater Management Policies might be necessary.

Comments/requests summary:

1. Vice Mayor Amoroso asked about the affect of new construction in areas with older buildings and asked about residents who were having contractors knock on their doors regarding pumping systems.

Mr. Waters replied that a lot had been done beginning with the improvements to the Comprehensive Plan and the revised Land Development Regulations such as decreasing the impermeable space allowed on lots throughout the City and strides in requiring construction to meet performance standards. He stated that there was the ability to fill a property but not to raise a property. He said that there would not be anywhere to pump the water so residents should not purchase pumping systems.

Vice Mayor Amoroso requested that information be sent out to residents in the utility bills.

2. Commissioner Maxwell asked if the City had reverse phone capabilities.

City Manager Bornstein replied that the City would come up with the best way to reach out to residents.

C. Update on City's storm water and sanitary sewer collection system

Julie Parham, Water Utilities Assistant Director, spoke about the Stormwater and Sanitary Sewer impacts from Hurricane Zeta on October 24-25, 2020. She announced that there were more than eight inches of rain, which was a 100-year flood event or a 1% annual chance of flooding occurring in the FEMA designated 100-year floodplain. She stated that it followed king tides that had occurred between October 14-21 and the City had experienced sanitary sewer overflows and flooding in several areas, as did many surrounding municipalities. She stated that the City's Rights-of-Way (ROW) and

stormwater system was designed to handle three-year storm events and the South Florida Water Management District's (SFWMD) guidance allowed a 25-year storm to accumulate in ROW which must recede within 72 hours; the water receded in less than 24 hours. She stated the issue was stormwater flooding because the system was designed for only six inches of water, but it took the system longer to drain water from the more intense storms resulting in water entering the sanitary system and other places until it could be drained. She announced that the mitigation strategies for the worst areas would be to install tidal check valves to prevent king tide influence on storm system, reevaluate the storm systems to check for blockages and televising lines to check for debris. She stated that some remedies would be stormwater pump stations with outfall to the lagoon, additional retention areas and underground storage chambers. She listed recent projects which included tidal outfall check valve installations, drainage upgrades as part of the Neighborhood Road Program, drainage improvements in the Park of Commerce, the 2016 Stormwater Master Plan Update by CDM Smith and the Adopt-a-Drain program involving City students and the Neighborhood Associations, which was similar to the Adopt-a-Street program. She spoke about future projects including \$20 million in capital projects. She reported the issues that had been encountered; the sanitary sewer overflowed because the system was not designed to hold both the wastewater and stormwater.

Comments/requests summary:

1. Vice Mayor Amoroso thanked Ms. Parham and her staff for stepping up during the storm. He asked if the regional partners were stepping up to implement the suggested solutions and said that perhaps Tallahassee would provide matching funds for the grants.

Ms. Parham replied that the DEP was overseeing the communities, all of which were working to undertake the issue.

2. Commissioner Robinson asked about the cost of the increased pumping of the stormwater versus temporary fixes for weekend events.

Ms. Parham responded that it was not just paying the extra cost to treat the stormwater, but that the pipes in the City's system would have to be upsized.

City Manager Bornstein stated that he was working with staff to quantify the amount being spent which would show that prevention would help. He replied that the system was beyond capacity and the pipe could not handle the flow and the City would work aggressively with its regional partners to install valves that would solve the problem.

Commissioner Robinson said that the cost of replacing everything should not only be on the City.

Ms. Parham replied that all of the other cities were paying their share and had the same problem.

3. Mayor Triolo said that the City's rates had increased and asked if the City could bring up the issue to the Sub regional Council for funding assistance.

Ms. Parham stated that she and Brian Shields would come up with a plan. She said that staff would be ready to go in preparation of the upcoming storm.

City Manager Bornstein said that Public Works was coordinating to pick up vegetation debris in advance.

CEMETERY

A. Pinecrest Cemetery Expansion Solutions

City Manager Bornstein explained that the City Clerk's office handled the selling of the plots and burials, but Pinecrest Cemetery was almost out of space; Jamie Brown, Public Works Director, would give a presentation for the Commission to discuss various options going forward.

Mr. Brown iterated the fees to purchase plots and hold a service. He announced that Option 1 would provide approximately 248 additional plots, resulting in \$372k in revenue if all 248 plots were purchased by residents or \$484k in revenue from non-residents. He stated that once all the plots were sold, revenue would cease, but the annual operational costs would remain. He declared that Option 2 would be for a mausoleum based on a seven-level height, allowing for 542 casket spaces /240 niches. He said that the estimated cost of \$544k (roughly \$1k/casket space) would include both single & companion casket spaces but excluded the necessary site work, crypt/niche plates, electric and permits. He spoke about the potential total casket revenue of \$2.1 million and total niche space revenue of \$588,000 resulting from the availability on different levels of the mausoleum for Option 2 and \$2.8 million in casket revenue for Option 3. He announced that there was space in I.A. Banks Cemetery and more plotting would be done there. He opined that if the Commission entertained the idea of a mausoleum, fencing should be installed to eliminate the cut through traffic and gave examples with costs. He said that a decision would need to be made.

Comments/requests summary:

City Manager Bornstein expressed appreciation for staff's gathering of information and said that any money made at the cemetery would be reinvested there to keep it sustainable and have the respect it was due.

1. Vice Mayor Amoroso stated that cemetery maintenance had been discussed years ago and there was an ongoing cost associated. He expressed interest in the larger mausoleum to create space for the residents. He asked if the money collected went into the General Fund and asked if there had been consideration of having a separate Cemetery Fund. He inquired about the funding source to build the mausoleum.

Mr. Brown responded that the funds went into the General Fund.

Bruce Miller, Finance Director, stated that cemetery revenues typically went into a separate revenue account.

City Manager Bornstein stated that a package regarding funding would come back to the Commission.

Vice Mayor Amoroso said that maintenance costs should be taken into consideration.

2. Mayor Triolo spoke in favor of a professionally maintained cemetery and of installing a fence. She thanked staff for bringing dignity and respect back to the cemetery and the American Legion for rediscovering the old overgrown stones. She said that there should be a robust maintenance plan and asked City Clerk Andrea if anyone had inquired about mausoleums and their cost.

City Clerk Andrea stated that people knew the City did not have a mausoleum and the plot prices were very low; perhaps if the price were competitive, people would buy the spaces.

3. Commissioner Robinson asked about the turnaround time.

City Manager Bornstein replied that the information would be gathered and brought back.

4. Commissioner Maxwell opined that both cemeteries should have fencing and should be looked at in a holistic way. He spoke in favor of exploring the mausoleum.
5. Vice Mayor Amoroso asked about the numbers for the fencing and for Mr. Brown to obtain any marketing literature from the Clerk's office.

Mr. Brown responded that there needed to be interest in proceeding before he brought actual numbers forward.

6. Commissioner Robinson said that the fencing should be on the agenda and the City would continue to invest in maintenance.
7. Mayor Triolo said that both cemeteries should be looked at as well as pricing for fencing to include the City's greenways.

Vice Mayor Amoroso asked City Clerk Andrea to update any materials.

Mr. Brown said that once everything was sold, the maintenance would continue so the funds would have to be put aside to keep everything up to date.

City Manager Bornstein expressed his appreciation to staff for their hard work in putting the presentations together and the efforts of the LWB family to coordinate the work session with the Commission back in the Chambers.

ADJOURNMENT:

The meeting adjourned at 8:32 PM.

Pam Triolo, Mayor

ATTEST:

Deborah M. Andrea, CMC, City Clerk

Minutes approved: December 15, 2020.

**MINUTES
CITY OF LAKE WORTH BEACH
REGULAR CITY COMMISSION MEETING
CITY HALL COMMISSION CHAMBER
TUESDAY, NOVEMBER 17, 2020 - 6:00 PM**

The meeting was called to order by Mayor Triolo on the above date at 6:00 PM by teleconference from City Hall, 7 North Dixie Highway, Lake Worth Beach, Florida.

ROLL CALL: Present were Mayor Pam Triolo; Vice Mayor Andy Amoroso; and Commissioners Scott Maxwell and Herman Robinson. Also present were City Manager Michael Bornstein, City Attorney Christy L. Goddeau and City Clerk Deborah M. Andrea.

INVOCATION OR MOMENT OF SILENCE: was led by Commissioner Scott Maxwell.

PLEDGE OF ALLEGIANCE: was led by Vice Mayor Andy Amoroso.

AGENDA - Additions/Deletions/Reordering:

Consent Item M, Third Agreement Extension Request from 14 S East Coast, LLC, for property located at 14 S. East Coast Street was moved to New Business D. Consent Item P, Resolution No. 52-2020 – Authority for Executing SRF Loan Amendment for the City’s Consolidated Utility Revenue Bonds, Series 2020, was added to the agenda.

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

Vote: Voice vote showed: AYES: Mayor Triolo, Vice Mayor Amoroso and Commissioners Maxwell and Robinson. NAYS: None.

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

A. PBSO Presentation by Captain Todd Baer and Lieutenant Matthew LaVigna

Capt. Baer gave the quarterly presentation regarding Community Policing and Crime Data. He discussed Community Policing which included deputies attending neighborhood meetings, were assigned to specific sectors and met with community leaders; the Homeless Action Plan where PBSO was working with the Lewis Center, non-profits and the Palm Beach County (PBC) HOT Team and had placed several people in housing; Crime Data with violent crime up 1.52%, property crime down 9.61%, robbery down 5%, auto burglary down 6%, residential burglary down 22% and auto theft down 23%; Overdose Data; the ALPR/ Camera Program including 44 areas with cameras with multiple views in most, all ingress and egress points in the City were covered and the cameras assisting in 498 arrests with 900 referrals to deputies; and an update about the DOJ grant which was in the second year and \$75,000 was given for FY 21 by FDOT for an impaired driving grant.

Commissioner Robinson asked if the grant covered the City or a particular section.

Capt. Baer replied that it covered a rectangle encompassing all four districts from 10th Avenue North south to Lantana and from I95 to Federal Hwy.

Mayor Triolo said that residents were reacting well to the police engagement and expressed pride in PBSO's work.

Vice Mayor Amoroso said that the inner city program with the CRA was great and stated that wrap around services were necessary in addition to housing.

Commissioner Maxwell thanked Capt. Baer and his team and said that most of the crime statistics were going in the right direction. He stated that it was unfortunate that violent crime had increased due to having to stay at home from the pandemic.

Capt. Baer iterated that the deputies were enjoying the community policing which was old style policing.

B. Mayor Triolo asked Capt. Baer to stay as she read the proclamation in honor of the police.

C. Mayor Triolo read the proclamation to commemorate First Appearance.

Commissioner Maxwell said that the program was paying off and the judges were getting the message that LWB residents were serious. He thanked Capt. Baer for his leadership and expressed gratitude to Chip Guthrie, Tammy Pansa, Richard Guercio and Carl Stoveland.

Capt. Baer said that it was impressive that the residents volunteered to attend the hearings without much notice.

Vice Mayor Amoroso said that it was about the partnerships and the effort was paying off.

Commissioner Robinson thanked Capt. Baer for the community policing and said that First Appearance showed how important it was for citizens to get involved with their own safety.

D. Presentation to Communications and Electric Utilities

Mayor Triolo recognized the City's Electric Utility which was recognized for going beyond with the Wifi program for children, for Customer Service which reached out to help residents obtain assistance during the pandemic and to the Communications team for securing the prestigious award.

Commissioner Robinson pointed out that the EU was a big part of the team and contributed to the General Fund.

COMMISSION LIAISON REPORTS AND COMMENTS:

Commissioner Robinson: said that residents should wash their hands and wear masks as Covid was not going away. He thanked Leisure Services for the marketing videos. He stated that there should be better esthetics for the outdoor dining downtown. He said that everyone should count their blessings during Thanksgiving season for all they had plus for the hard work of the City.

Vice Mayor Amoroso: thanked the CRA and its staff for creatively holding events to bring laughter and positivity to the City. He reminded everyone to "shop small" by supporting local merchants. He reported that the Tuesday food distribution would continue through Christmas

and would include foods needed for the holidays. He said that he had been attending many virtual meetings.

Commissioner Maxwell: said that 2020 had been a strange and challenging year for everyone. He stated that many homes had participated in the Halloween decorating and decorating would be held for Christmas as well. He announced that Farmer Girl restaurant was taken over by the owner's nephew and would be serving Thanksgiving dinner all day; vouchers would be available for a turkey giveaway at the Hatch; he asked that people volunteer for food distribution.

Mayor Triolo: spoke about the Veterans' Day events where they were honored to have the Honor Guard from PBSO and Fire Rescue, members of the local American Legion and thanked the other Commissioners for attending. She said that she would volunteer at Farmer Girl restaurant. She thanked the Commissioners for organizing programs and volunteering for the community.

PUBLIC PARTICIPATION OF NON-AGENDAED ITEMS AND CONSENT AGENDA:

Deborah Andrea, City Clerk, read the comment submitted by the following:

Matthew vanVoorthuijsen wrote with suggestions for improving US 1 and requested the issue be put on the next agenda.

APPROVAL OF MINUTES:

Action: Motion made by Commissioner Maxwell and seconded by Vice Mayor Amoroso to approve the following minutes:

- A. Regular Meeting - October 20, 2020

Vote: Voice vote showed: AYES: Mayor Triolo, Vice Mayor Amoroso and Commissioners Maxwell and Robinson. NAYS: None.

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

Action: Motion made by Vice Mayor Amoroso and seconded by Commissioner Maxwell to approve the Consent Agenda.

- A. Proclamation declaring November 2020 as Native American Indian Heritage Month
- B. Proclamation declaring November 2020 as Retinoblastoma Awareness Month
- C. First Amendment to the existing agreement with R2 Unified Technologies, LLC, for information technology consulting services
- D. Microsoft Enterprise Agreement Contract Renewal
- E. Purchase Order with Nextran Truck for the purchase of a Mack Front Load Garbage Truck
- F. Purchase Order with Isuzu Truck of Ocala for the purchase of a Mini-Rear Load Garbage Truck

- G. Agreement with Shannon Chemical Corporation to purchase SNC-N2 (blend of phosphates) for distribution system corrosion inhibitor
- H. Resolution No. 49-2020 - Public Meeting - Approve a Historic Preservation Ad Valorem Tax Exemption for the property located at 631 Lucerne Avenue (The Hummingbird)
- I. Resolution No. 50-2020 – Public Meeting - Approve a Historic Preservation Ad Valorem Tax Exemption for the property located at 910 North M Street
- J. Resolution No. 51-2020 - Budget Amendment for the Regional Sewer fund for FY 2019 - 2020 Budget
- K. Ratification of Agreement with Coast Professional, Inc.
- L. Ratification of Contract Expenditures for CliftonLarsonAllen LLP and Robert Busch in FY 2019 -2020
- M. (moved to New Business D) Third Agreement Extension Request from 14 S East Coast, LLC, for property located at 14 S. East Coast Street, Lake Worth Beach, Florida
- N. Third Amendment to Robert Half International, Inc. agreement
- O. Administrative Ratification of Bond Resolutions (No. 45-2020 and 47-2020) for the Consolidated Utility Revenue Bonds
- P. (added) Resolution No. 52-2020 – Authority for Executing SRF Loan Amendment for the City’s Consolidated Utility Revenue Bonds, Series 2020

Vote: Voice vote showed: AYES: Mayor Triolo, Vice Mayor Amoroso and Commissioners Maxwell and Robinson. NAYS: None.

PUBLIC HEARINGS:

**Ordinance No. 2020-19 - Second Reading - adopting the Florida Building Code 2020 7th Edition was moved to the December 1, 2020 meeting

UNFINISHED BUSINESS:

There were no Unfinished Business items on the agenda.

NEW BUSINESS:

- A. Ordinance No. 2020-15 – First Reading - amending Chapter 23 “Land Development Regulations” regarding changes to commercial vehicle parking, open air operations, temporary banner signage for new construction, landscaping requirements and artificial turf

City Attorney Goddeau read the ordinance by title only.

ORDINANCE 2020-15 - AN ORDINANCE OF THE CITY OF LAKE WORTH BEACH, FLORIDA, AMENDING CHAPTER 23 “LAND DEVELOPMENT REGULATIONS, BY AMENDING ARTICLE 1 “GENERAL PROVISIONS,” DIVISION 2, “DEFINITIONS,” SECTION 23.1-12 - DEFINITIONS; ARTICLE 4, “DEVELOPMENT STANDARDS” - SECTION 23.4-15 - CEMETERIES/MAUSOLEUMS/COLUMBARIUMS.; ARTICLE 4, “DEVELOPMENT STANDARDS” SECTION 23.4-19 -OUTDOOR STORAGE; ARTICLE 4,

“DEVELOPMENT STANDARDS” NEW SECTION 23.4-22 - PARKING, STORING OR KEEPING OF COMMERCIAL VEHICLES IN NON-RESIDENTIAL DISTRICTS; ARTICLE 4 “DEVELOPMENT STANDARDS” SECTION 23.5-1(12) TEMPORARY SIGNS; ARTICLE 6 “ENVIRONMENTAL REGULATIONS”, SECTION 23.6-1 LANDSCAPE REGULATIONS; ARTICLE 6 “ENVIRONMENTAL REGULATIONS”, AND CREATING A NEW SECTION 23.6-1(K)(15) “ARTIFICIAL TURF” OF THE CITY’S CODE OF ORDINANCES; AND PROVIDING FOR SEVERABILITY, THE REPEAL OF LAWS IN CONFLICT, CODIFICATION, AND AN EFFECTIVE DATE

Action: Motion made and amended by Vice Mayor Amoroso and seconded by Commissioner Robinson to approve Ordinance No. 2020-15 on first reading, excluding Exhibit G related to artificial turf, and set the second reading and public hearing for December 1, 2020.

Commissioner Robinson said that artificial turf was a touchy subject and that the Commission should not reject it out of hand. He stated that the public would have input and requested that the section be put off until December 1.

William Waters, Community Sustainability Director, said that Erin Sita, Community Sustainability Assistant Director, would be giving the presentation. He asked if the Commission would prefer to have a work session regarding artificial turf or discuss the issue at the second reading.

Vice Mayor Amoroso said that residents had expressed interest in having artificial turf on their balconies or back porches.

Mr. Waters replied that residents could put turf on their balconies; that was not governed by the LDRs.

Mayor Triolo stated that she had heard from both sides, some saying that artificial turf was not environmentally friendly, while others wanted a putting green in their backyard.

Mr. Waters stated that most concerns were because artificial turf was a petroleum based product.

Ms. Sita reported that the Planning & Zoning Board (PZB) and Historic Preservation Board (HRPB) unanimously recommended approval of the proposed amendments excluding the artificial turf and cited that additional public discussion was needed while the Tree Board voted unanimously not to approve the use of artificial turf in the City. She reviewed the proposed changes to the LDRs:

- Article 1- Section 23.1-12 – Definitions and Article 4 - Section 23.4-22 - Parking, storing or keeping of commercial vehicles in non-residential districts –would provide clarity and with regards to the regulation of commercial vehicles on non-residential properties.
- Article 4- Section 23.4-15 - Cemeteries/mausoleums/columbariums - would provide additional use and site development requirements for cemeteries, mausoleums, and columbariums.
- Article 4 - Section 23.4-19 - Outdoor storage and open-air operations - would amend the outdoor storage section to specifically address open air operation, including outdoor display.

- Article 5 - Section 23.5-1 – Signs – would provide additional banner style signage related to the opening of a newly constructed building or substantially renovate building.
- Article 6 - Section 23.6-1 – Landscape Regulations - would provide clarity for when permits are requirements and related to installation requirements for ground cover and inorganic mulch.
- Article 6 - Section 23.6-1 – Landscape Regulations (Artificial Turf) - would allow for artificial turf within the City subject to the requirements related to location, quality and installation.

Comments/requests summary:

1. Mayor Triolo asked if the ordinance could be approved without the artificial turf section to allow for community involvement.
2. Commissioner Maxwell asked why artificial turf was being discussed and if the ordinance was a way to regulate its standards.

Mayor Triolo responded that residents were moving in from other areas and were looking to use artificial turf.

Ms. Sita said that artificial turf had been installed by residents without permission.

Mr. Waters replied that none of the advisory boards were in favor of artificial turf and a work session would be appropriate.

Commissioner Maxwell asked if the City was looking to come up with regulations but voiced opposition to having it in the City.

Mayor Triolo said that artificial turf was becoming a builder option and would have to be addressed, especially related to flooding from sea level rise.

3. Vice Mayor Amoroso asked about rubber mulch and how it would affect flooding should artificial turf be used in a new development.

Ms. Sita replied that rubber mulch was not permitted and there needed to be a standard for ground cover.

4. Commissioner Maxwell expressed confusion about why artificial turf was not discussed at a work session previously.

Mr. Waters responded that Commissioner Robinson had asked about artificial turf at the three previous LDR amendments so it was added to the ordinance.

Commissioner Robinson said that there were residents who wanted artificial turf and more education and public comment was necessary.

City Clerk Andrea read the public comments submitted by the following:

Gael Silverblatt wrote in opposition to allowing artificial turf.

Ginny Powell wrote in opposition to allowing artificial turf.

Vote: Voice vote showed: AYES: Mayor Triolo, Vice Mayor Amoroso and Commissioners Maxwell and Robinson. NAYS: None.

B. Ordinance No. 2020-17 – First Reading - Approve the establishment of a mixed-use urban planned development for Village Flats

City Attorney Goddeau read the ordinance by title only.

ORDINANCE NO. 2020-17 AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF LAKE WORTH BEACH, FLORIDA, AMENDING THE OFFICIAL ZONING MAP BY APPROVING THE CREATION OF A MIXED USE URBAN PLANNED DEVELOPMENT DISTRICT, LOCATED AT 1216, 1220, 1230, & 1310 LAKE AVENUE, AND 1207, 1209, 1211, 1213, 1215, & 1401 LUCERNE AVENUE CONSISTING OF APPROXIMATELY 1.1 ACRES AS MORE PARTICULARLY DESCRIBED IN EXHIBIT A, THAT IS LOCATED WITHIN THE MIXED USE – EAST (MU-E) ZONING DISTRICT WITH A FUTURE LAND USE DESIGNATION OF MIXED USE – EAST (MU-E) THAT INCLUDES THE SPECIFIC DEVELOPMENT STANDARDS DESCRIBED IN EXHIBIT B; APPROVING A CONDITIONAL USE PERMIT; APPROVING DENSITY AND HEIGHT BONUS INCENTIVES THOROUGH THE CITY’S SUSTAINABLE BONUS INCENTIVE PROGRAM; APPROVING A MAJOR SITE PLAN FOR THE CONSTRUCTION OF A MIXED USE URBAN PLANNED DEVELOPMENT CONSISTING OF 41 RESIDENTIAL UNITS INCLUDING 10 LIVE/WORK UNITS; PROVIDED FOR SEVERABILITY, CONFLICTS AND AN EFFECTIVE DATE

Action: Motion made by Commissioner Maxwell and seconded by Vice Mayor Amoroso to approve Ordinance No. 2020-17 on first reading and set the second reading and public hearing for December 1, 2020.

Mr. Waters introduced Andrew Meyer, Senior Community Planner, to give the presentation.

Mr. Meyer explained that the ordinance was for the consideration of a Mixed Use Urban Planned Development, Major Site Plan with Sustainable Bonus, and Conditional Use, to construct a two-phase multi-family development with live-work units, generally known as “Village Flats,” located at 1216, 1220, 1230, & 1310 Lake Avenue, and 1207, 1209, 1211, 1213, 1215, & 1401 Lucerne Avenue. He stated that the request to the City Commission was for a Mixed Use Urban Planned Development to construct a two-phased live/work and multifamily residential development, a Major Site Plan for the development of new live/work and multifamily residential buildings in excess of 7,500 square feet, a Sustainable Bonus Incentive Program to meet the requirements of a Mixed Use Urban Planned Development and gain an increase in overall density to 37.5 units per acre, and an increase in height to four stories and 48.67 feet and a Conditional Use Permit to establish a mixed-use master plan greater than 7,500 square feet inclusive of townhomes and live/work units. He summarized that the site, inclusive of both phases, was surrounded by a mixture of multi-family residences (Urban Arts Lofts), commercial, and vacant properties, the proposed development was in harmony with the existing mixture of uses in the immediate area, and was complementary to proposed projects along the corridor. He

reported that on October 7, 2020, the PZB reviewed the project and unanimously recommended approval with conditions outlined in Exhibit C of the ordinance, the applicant submitted revised plans on October 20, 2020, to address minor comments raised by the PZB, including additional signage detail and the revised plans were reviewed by staff for consistency with PZB comments and were included in the development plans attachment.

The applicant, Timothy Carey of InHabit Property Group, gave a brief presentation. He stated that his team was awarded RFP 01-1819 in 2019 for the CRA's vacant lots on Lucerne & Lake Avenues. He said that the intent was to create "affordable market rate" residential units, along with Live-Work units that would drive small businesses and foot traffic to the downtown area as well developing an aesthetically pleasing project with well-designed units that incorporated green and sustainable building elements and techniques, while still meeting the City's Mixed-Use zoning regulations and Major Thoroughfare Design Guidelines. He showed the plans for the 41 total units which would be a mix of one and two bedrooms and Live-Work Units with great square footage and modern/contemporary finishes to further improve the Lake Worth Beach rental market. He showed the potential signage and rendering of the buildings.

Comments/requests summary:

1. Commissioner Robinson asked if there were income restrictions or limits for the affordable housing and if there had been meetings with any residents or neighborhoods. He inquired about the types of businesses that would be envisioned and the parks in the development.

Mr. Carey replied that his goal was to stay one to two hundred dollars under the market rate with no income restrictions and he had not met with any residents. He said that there would be commercial units to comply with the City's regulations.

Mr. Waters stated that all nearby residents were given notice about the public meetings in order to participate. He said that the pocket park would not be open to the public.

Commissioner Robinson asked if the dumpster could be located inside the project for esthetic reasons and asked if the financial incentives would affect Phase II.

Mr. Waters answered that the dumpster was placed where Public Works required and would be surrounded by fencing.

Mr. Carey said that the incentive number had not been finalized and that there would have to be a Phase II for the project to work.

2. Vice Mayor Amoroso thanked Mr. Carey and his partners for investing in the City and said that he loved the project.

City Clerk Andrea read the public comments submitted by the following:

Royce Ryuden wrote to request that the garbage dumpster for the development be located inside instead of on the side street.

Jin Yu Jin wrote to request that the garbage dumpster for the development be put inside rather than on the side street and that the details for phase 2 be made known.

3. Mayor Triolo asked if it would be possible to move the dumpsters.

Mr. Waters said that moving the dumpsters would result in losing parking spaces and that the garbage truck would have to back out into E Street.

Vote: Voice vote showed: AYES: Mayor Triolo, Vice Mayor Amoroso and Commissioners Maxwell and Robinson. NAYS: None.

The meeting recessed at 8:11 PM and reconvened at 8:26 PM.

- C. Ordinance 2020-18 (PZB 20-01300002) - First Reading - Request for a City-initiated rezoning for 118 North A Street, 116 North A Street, 127 North B Street, 121 North B Street, 119 North B Street, 113 North B Street, 1500 Lucerne Avenue, and 128 North C Street from either Single Family – Two Family Residential (SF-TF-14) or Multi-family Residential 20 (MF-20) to Mixed Use – East (MU-E)

City Attorney Goddeau read the ordinance by title only.

ORDINANCE NO. 2020-18 OF THE CITY OF LAKE WORTH BEACH, FLORIDA, AMENDING THE CITY'S OFFICIAL ZONING MAP FROM THE ZONING DISTRICTS OF SINGLE FAMILY – TWO FAMILY RESIDENTIAL (SF-TF-14) AND MULTI-FAMILY RESIDENTIAL 20 (MF-20) TO MIXED USE – EAST (MU-E) ON PROPERTIES GENERALLY LOCATED NORTH OF LUCERNE AVENUE, SOUTH OF 2ND AVENUE NORTH, AND BETWEEN NORTH A STREET AND NORTH D STREET, AND AS MORE PARTICULARLY DESCRIBED IN EXHIBIT A; AND PROVIDING FOR SEVERABILITY, CONFLICTS AND AN EFFECTIVE DATE

Action: Motion made by Vice Mayor Amoroso and seconded by Commissioner Maxwell to approve Ordinance No. 2020-18 on first reading and set the second reading and public hearing for December 1, 2020.

City Clerk Andrea read the public comment submitted by the following:

Matthew vanVoorthuijsen wrote in favor of the rezoning.

Ms. Sita explained that the ordinance was for consideration of a request for a City initiated rezoning to rezone the following properties from either Single Family – Two Family Residential (SF-TF-14) or Multi-family Residential 20 (MF-20) to Mixed Use – East (MU-E): 118 North A Street, 116 North A Street, 127 North B Street, 121 North B Street, 119 North B Street, 113 North B Street, 1500 Lucerne Avenue and 128 North C Street. She stated that the rezoning was consistent with the Comprehensive and Strategic Plans and with the review criteria for the rezoning of land without a concurrent FLUM amendment. She reported that an outreach letter had been sent to the property owners with notification of the rezoning with the public meeting dates and no property owners had opted out of the rezoning.

Vote: Voice vote showed: AYES: Mayor Triolo, Vice Mayor Amoroso and Commissioners Maxwell and Robinson. NAYS: None.

D. (moved from Consent M) Third Agreement Extension Request from 14 S East Coast, LLC, for property located at 14 S. East Coast Street, Lake Worth Beach, Florida

Action: Motion made by Commissioner Maxwell and seconded by Vice Mayor Amoroso to approve the Third Agreement Extension Request from 14 S East Coast, LLC, for property located at 14 S. East Coast Street.

Comments/requests summary:

1. Commissioner Robinson asked why a third extension had been requested and stated that he was anxious for the project to begin and would not want a fourth extension.

Vote: Voice vote showed: AYES: Mayor Triolo, Vice Mayor Amoroso and Commissioners Maxwell and Robinson. NAYS: None.

LAKE WORTH BEACH ELECTRIC UTILITY:

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

Action: Motion made by Commissioner Maxwell and seconded by Commissioner Robinson to approve the Consent Agenda.

- 1) Seventh Amendment to the existing agreement with Vantage Services Consulting LLC for additional consulting services for Fiscal Year 2021
- 2) Amended and Restated Directive with Gas South, LLC
- 3) Work Order No. 5 with The L.E. Myers Co., for Electric Distribution System construction services
- 4) First Amendment to the agreement with Leidos Engineering LLC for additional cost of rate design consulting services for Fiscal Year 2021

Vote: Voice vote showed: AYES: Mayor Triolo, Vice Mayor Amoroso and Commissioners Maxwell and Robinson. NAYS: None.

CITY ATTORNEY'S REPORT:

City Attorney Goddeau did not provide a report.

CITY MANAGER'S REPORT:

City Manager Bornstein provided the following report:

- 1) Complimented staff on their preparation and staging for Storm Eta including sandbagging and collecting debris; staff had worked very hard during hurricane season.
- 2) REAL had been postponed due to the storm and would be held on January 11 and 12, 2021.

Commissioner Robinson asked about staff's involvement regarding an appointment for District 2 Commissioner.

City Manager Bornstein responded that staff had been directed by vote of the Commission to bring the issue back after qualifying ended on December 8. He stated that an item would be on the December 15 agenda.

ADJOURNMENT:

Action: Motion made by Commissioner Maxwell and seconded by Vice Mayor Amoroso to adjourn the meeting at 8:37 PM.

Vote: Voice vote showed: AYES: Mayor Triolo, Vice Mayor Amoroso and Commissioners Maxwell and Robinson. NAYS: None.

ATTEST:

Pam Triolo, Mayor

Deborah M. Andrea, CMC, City Clerk

Minutes Approved: December 15, 2020

EXECUTIVE BRIEF REGULAR MEETING

AGENDA DATE: December 15, 2020

DEPARTMENT: City Clerk

TITLE:

Resolution No. 55-2020 - setting the ballot for the March 9,2021, General Election

SUMMARY:

The resolution sets the general election ballot in accordance with Article II Section 2-22 of the Code of Ordinances.

BACKGROUND AND JUSTIFICATION:

At noon on December 8, 2020, the qualifying period for candidates to file papers and pay fees to the City Clerk ended. We are requesting that the City Commission approve Resolution 55-2020 which sets the general election ballot for March 9, 2021. This resolution will be submitted to the Palm Beach County Supervisor of Elections as directed by the City Commission. The City Clerk's office has budgeted \$25,600 for the election to be held on March 9, 2021.

MOTION:

Move to approve/disapprove Resolution No. 55-2020 setting the ballot for the March 9, 2021, General Election.

ATTACHMENT(S):

Fiscal Impact Analysis – N/A
Resolution 55-2020

RESOLUTION NO. 55-2020 OF THE CITY OF LAKE WORTH BEACH,
FLORIDA, DIRECTING THE CITY CLERK TO PREPARE THE OFFICIAL
BALLOT FOR THE CITYWIDE ELECTION TO BE HELD ON MARCH 9,
2020; PROVIDING AN EFFECTIVE DATE

WHEREAS, Article III, Section 2 of the City Charter provides for a municipal election on the second Tuesday in March of each year a general election shall be held to elect members of the City Commission; and

WHEREAS, the offices of Mayor, Commissioner District No. 1, Commissioner District No. 2 and Commissioner District No. 3 shall be filled by election on March 9, 2021; and

WHEREAS, the ballot for said election needs to be adopted and transmitted to the Supervisor of Elections for Palm Beach County.

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

Section 1. The City Clerk is hereby directed to cause to be prepared the official ballot for use at said election, including a ballot for the use of absentee voters, with the names of the following candidates and offices set forth thereon:

MAYOR

Ronald Hensley
William Joseph
Betty Resch
Pam Triolo

COMMISSIONER DISTRICT #1

Sarah Malega
Scott Maxwell

COMMISSIONER DISTRICT #2

Carla Blockson
Paola Branda
Christopher McVoy
Ryan Oblander

COMMISSIONER DISTRICT #3

Andy Amoroso
Drew Martin
Kimberly Stokes

Section 2. This resolution is to be forwarded to the Supervisor of Elections for Palm Beach County.

Section 3. This resolution shall take effect immediately upon its adoption.

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

Mayor Pam Triolo
Vice Mayor Andy Amoroso
Commissioner Scott Maxwell
Commissioner Herman Robinson

The Mayor thereupon declared this resolution duly passed and adopted this 15th day of December, 2020.

LAKE WORTH BEACH CITY COMMISSION

By: _____
Pam Triolo, Mayor

ATTEST:

Deborah M. Andrea, CMC, City Clerk

EXECUTIVE BRIEF REGULAR MEETING

AGENDA DATE: December 15, 2020

DEPARTMENT: Public Works

TITLE:

Agreement with ACAI Associates for professional services related to the Public Works Fleet Facility design and construction administration services.

SUMMARY:

The Agreement with ACAI Associates authorizes the consultant to proceed with architectural, civil, LEED design and Construction Administration Services for the Public Works Fleet Facility at a cost not to exceed \$780,768.00.

BACKGROUND AND JUSTIFICATION:

The Public Works Department's existing Fleet Facility is approximately 60 years old and is beyond its useful life and cannot be repaired and brought to current building code standards. The Department performed a needs assessment with regards to the uses and needs of other Departments including Public Works and identified the needed sizing, location and features of the Facility to provide value to all the Departments. On January 7, 2020, the City accepted proposals from qualified firms for the assessment, design, bidding and construction administration services. ACAI Associates was the selected firm based on the Selection Committee's review of the submitted proposals and presentations. The Agreement with ACAI Associates will authorize the vendor to proceed with the professional services at a cost not to exceed \$780,768.00.

MOTION:

Move to approve/disapprove the Agreement with ACAI Associates for an amount not to exceed \$780,768.00

ATTACHMENT(S):

Fiscal Impact Analysis
Agreement - ACAI

FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2021	2022	2023	2024	2025
Capital Expenditures	780,768	0	0	0	0
Operating Expenditures	0	0	0	0	0
External Revenues	0	0	0	0	0
Program Income	0	0	0	0	0
In-kind Match	0	0	0	0	0
Net Fiscal Impact	780,768	0	0	0	0
No. of Addn'l Full-Time Employee Positions	0	0	0	0	0

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

Account Number	Account Description	Project Number	FY21 Budget	Current Balance	Agenda Expenditure	Balance
530-9010-549-64-30	Machinery and Equipment		1,850,000	1,850,000	\$780,768.00	1,069,232.00

PROFESSIONAL SERVICES AGREEMENT
(Facility Design and Related Services – Public Works Fleet Facility)

This Professional Services Agreement (“Agreement”) is made on _____, between the **City of Lake Worth Beach**, a Florida municipal corporation (“City”), and **ACAI ASSOCIATES, INC.**, a Florida corporation (“CONSULTANT”).

WHEREAS, the City issued Request for Qualifications (No. 20-300) for Facility Design and Related Services for a new Public Works Fleet Facility project in accordance with the Consultants’ Competitive Negotiations Act, section 287.055, Florida Statutes (“RFQ”); and

WHEREAS, the CONSULTANT submitted its qualifications in response to the RFQ; and

WHEREAS, the City desires to award the RFQ to the CONSULTANT based on CONSULTANT’s qualifications and experience to provide design and related services for the new Public Works Fleet Facility; and

WHEREAS, the City finds making the award of the RFQ to the CONSULTANT as described herein serves a valid public purpose.

NOW THEREFORE, the City hereby engages the services of the CONSULTANT, and in consideration of the mutual promises herein contained, the sufficient of which is hereby acknowledged by both parties, the parties agree as follows:

ARTICLE 1 - SCOPE OF SERVICES

The City awards the CONSULTANT the right to provide the City with the services set forth in the RFQ, which is incorporated herein by reference, and as supplemented in the CONSULTANT’s proposal attached hereto as **Exhibit “A”** (“services”). The services shall be provided consistent with the terms of this Agreement and the RFQ.

ARTICLE 2 - TERM OF AGREEMENT

This non-exclusive Agreement shall be effective upon approval by the City Commission and shall continue until such time as all services are provided by the CONSULTANT, unless earlier terminated as stated herein.

ARTICLE 3 – COMPENSATION

A. Compensation: The City shall pay the CONSULTANT the amounts set forth in **Exhibit “A”** for Basic Services, Additional Services & Allowances, and Direct Project Expenses. The CONSULTANT expressly acknowledges and agrees that the total cost to complete all services is set forth in **Exhibit “A”** and no additional compensation or costs shall be authorized or paid by the City for the services unless approved by written amendment to this Agreement by the City Manager or City Commission (depending on the City’s required level of approval for such additional compensation or costs). In no case shall the CONSULTANT bill the City for any amount not stated in **Exhibit “A”** or in a written amendment thereto.

B. Direct Project Expenses: All direct project expenses shall be as stated in Exhibit “A” and billed at cost to the City. The CONSULTANT shall not mark-up or charge an administrative fee in addition to the direct cost for such expenses. Receipts for direct project expenses which exceed Twenty-Five and 00/100 Dollars (\$25.00) shall be provided with each of the

CONSULTANT's invoices to the City.

C. Allowances: Exhibit "A" identifies certain not-to-exceed allowances that the CONSULTANT may utilize in providing the services. The CONSULTANT shall obtain at least e-mail approval from the City's representative prior to utilizing the allowances. Failure to obtain at least e-mail approval may result in the City not paying the allowance amount.

D. Additional Services: If the City seeks to utilize the CONSULTANT for any additional services related to the services identified herein, the City and CONSULTANT will meet and negotiate a reasonable fee for such additional services based upon the hourly rates set forth in **Exhibit "A"**. The negotiated fee must be approved by the City in the form of an amendment to this Agreement prior to said additional services being provided by the CONSULTANT.

F. Status Report: The CONSULTANT shall complete and submit a technical summary and budgetary status report with each invoice at no additional cost to the City.

ARTICLE 4 - TERMS OF PAYMENT

A. Monthly Invoices: The CONSULTANT shall submit detailed invoices once each month to the City for the services performed and the expenses and other charges accounted for under this Agreement consistent with the services and compensation schedule as set forth in Exhibit "A". The CONSULTANT's invoice must be submitted to:

City of Lake Worth Beach
Finance Dept. – Accounts Receivable
7 N. Dixie Highway
Lake Worth Beach, FL 33460

The City Manager or designee will review each invoice to ensure the services as detailed have been provided and the compensation requested is consistent with Exhibit "A". Once the invoice is approved by the City Manager or designee, payment as prescribed in Article 3 for services rendered by the CONSULTANT during the previous month shall be processed. Payment will normally be made by the City within thirty (30) days of the City Manager or designee's approval. However, the City reserves the right to dispute any invoice not consistent with the terms herein.

B. Final Invoice: In order for both parties herein to close their books and records, the CONSULTANT will clearly state "final invoice" on the CONSULTANT's final/last invoice to the City. This shall constitute CONSULTANT's certification that all services have been properly performed and all charges and costs have been invoiced to the City. Any other charges not properly included on this final invoice are waived by the CONSULTANT.

C. Tax: The City is exempt from payment of Florida State Sales and Use Tax. The City will sign an exemption certificate submitted by the CONSULTANT. The CONSULTANT shall not be exempted from paying sales tax to its suppliers for materials used to fulfill contractual obligations with the City, nor is the CONSULTANT authorized to use the City's tax exemption number in securing materials. The CONSULTANT shall be responsible for payment of its own share of its employees' payroll, payroll taxes, and benefits with respect to this Agreement.

D. Fiscal Non-funding: The City's fiscal year ends September 30th of each year. In the event sufficient budgeted funds are not available for a new fiscal year, the City shall notify the CONSULTANT of such occurrence and this Agreement shall terminate on the last day of the current fiscal period without penalty or expense to the City. The CONSULTANT will be paid for

all services rendered through the date of termination.

ARTICLE 5 - TERMS OF PERFORMANCE

A. Starting Work: The CONSULTANT will not begin any of the services until authorized in writing by a Notice to Proceed from the City.

B. Ownership of Documents: The drawings, specifications, calculations, supporting documents, or other work products which are listed as deliverables by the CONSULTANT in Exhibit "A" or such other drawings, specifications, calculations, supporting documents, or work products prepared for the City under this Agreement shall become the property of the City upon delivery or completion of the services. The CONSULTANT may keep copies or samples thereof and shall have the right to use such drawings, specifications, calculations, supporting documents, or other documents. The City accepts sole responsibility for its reuse of any such documents in a manner other than as initially intended, or for any use of incomplete documents unless prior written approval is obtained from the CONSULTANT.

C. Account Records: The CONSULTANT's accounting records, insofar as they pertain to invoicing the City or for disbursements made from the CONSULTANT's account for services under this Agreement, shall be open to City's inspection and audit at the CONSULTANT's office upon reasonable prior notice and during normal business hours. Backup documentation for out-of-pocket expenses exceeding Twenty-Five and 00/100 Dollars (\$25.00) each shall be available at the CONSULTANT's office. These records will be retained by the CONSULTANT for five (5) years after the calendar year in which the services to which they pertain were rendered or the disbursements were made.

D. Force Majeure: Neither party hereto shall be liable for its failure to perform hereunder due to any circumstances beyond its reasonable control, such as acts of God, wars, riots, national emergencies, sabotage, strikes, labor disputes, accidents, and governmental laws, ordinances, rules, or regulations. The CONSULTANT or City may suspend its performance under this Agreement as a result of a force majeure without being in default of this Agreement, but upon the removal of such force majeure, the CONSULTANT or City shall resume its performance as soon as is reasonably possible.

Upon the CONSULTANT's request, the City shall consider the facts and extent of any failure to perform the services and, if the CONSULTANT's failure to perform was without its or its subconsultants fault or negligence, the schedule and/or any other affected provision of this Agreement may be revised accordingly, subject to the City's rights to change, terminate, or stop any or all of the services at any time. No extension shall be made for delay occurring more than seven (7) days before a notice of delay or claim therefore is made in writing to the City. In the case of continuing cause of delay, only one (1) notice of delay or claim is necessary.

E. Approval of Changes: The City, through the City Commission or the City Manager (as specifically identified herein) must approve in writing any changes in the services which result in additional costs or expenses to the City, extension of the schedule or which would change the underlying purpose of the services. Changes include, but are not limited to, issuing additional instructions, requesting additional work, direct omission of work previously ordered, or changes in time of performance.

F. Authorized Representative: Before starting work, the CONSULTANT shall designate an authorized representative acceptable to the City to represent and act for the CONSULTANT and shall inform the City in writing of the name and address of such representative together with a

clear definition of the scope of their authority. The CONSULTANT shall keep the City informed of any subsequent changes in the foregoing. The authorized representative of the City shall be the City Manager or designee.

G. Time of the Essence: Time is of the essence in the performance of this Agreement. The CONSULTANT shall at all times carry out its duties and responsibilities as expeditiously as possible and in accordance with the schedule set forth in Exhibit "A".

H. Design/Construction Phase Services: Visits to construction sites and observations made by the CONSULTANT as part of the services shall not relieve the construction contractor(s) of obligation to conduct comprehensive inspections of the work sufficient to insure conformance with the intent of the construction contract documents, and shall not relieve the construction contractor(s) of full responsibility for all construction means, methods, techniques, sequences, and procedures necessary for coordinating and completing all portions of the work under the construction contract(s) and for all safety precautions incidental thereto. Safety precautions administered by the CONSULTANT, if any, to protect the CONSULTANT's personnel shall meet those policies enacted by the City. Further, CONSULTANT shall endeavor to make reasonable efforts to guard the City against defects and deficiencies in the services of the construction contractor(s) and to help determine if the provisions of the construction contract documents are being fulfilled. This paragraph does not, however, release the CONSULTANT from any liability which might be attributable to its negligent acts, errors, or omissions, including but not limited to design, construction phase services, or other services as defined in this Agreement, of the CONSULTANT.

I. Personnel: The CONSULTANT represents that it has, or will secure at its own expense, all necessary personnel required to perform the services under this Agreement. Such personnel shall not be employees of or have any contractual relationship with the City. All of the services required hereunder shall be performed by the CONSULTANT or under its supervision, and all personnel engaged in performing the services shall be fully qualified and, if required, authorized or permitted under state and local law to perform such services. The CONSULTANT shall furnish services in a manner consistent with industry standards and to a level of professional skill generally acceptable in the industry with regard to services of this kind. The CONSULTANT shall comply with all applicable laws in the provision of services under this Agreement. The CONSULTANT agrees that it is fully responsible to the City for the acts and omissions of subconsultants and of persons either directly or indirectly employed by the CONSULTANT. Nothing contained herein shall create any contractual relationship between any subconsultant and the City. All of the CONSULTANT's personnel (and all subconsultants) while on City premises, will comply with all City requirements governing conduct, safety, and security. The City reserves the right to request replacement of any of CONSULTANT's personnel furnished by the CONSULTANT upon written notice by City to CONSULTANT of the cause for such replacement.

J. Conflict of Interest: The CONSULTANT represents that it presently has no interest and shall acquire no interest, either direct or indirect, which would conflict in any manner with the performance of services required hereunder, as provided for in Section 112.311, Florida Statutes. The CONSULTANT further represents that no person having any such conflicting interest shall be employed for said performance. The CONSULTANT shall promptly notify the City's representative, in writing, of all potential conflicts of interest for any prospective business association, interest or other circumstance which may influence or appear to influence the CONSULTANT'S judgment or quality of services being provided hereunder. Such written notification shall identify the prospective business association, interest or circumstance, the nature of work that the CONSULTANT may undertake and request an opinion of the City as to

whether the association, interest or circumstance would, in the opinion of the City, constitute a conflict of interest if entered into by the CONSULTANT. The City agrees to notify the CONSULTANT of its opinion within thirty (30) days of receipt of notification by the CONSULTANT. If, in the opinion of the City, the prospective business association, interest or circumstance would not constitute a conflict of interest by the CONSULTANT, the City shall so state in the notification and the CONSULTANT shall, at its option, enter into said association, interest or circumstance and it shall be deemed not in conflict of interest with respect to services provided to the City by the CONSULTANT under the terms of this Agreement.

K. Status as an Independent Contractor: The status of the CONSULTANT under this Agreement is that of an independent contractor. Nothing in this Agreement shall create or be construed as creating a partnership or joint venture between the City and the CONSULTANT. The CONSULTANT does not have the power or authority to bind the CITY in any promise, contract or representation other than as specifically provided for in this Agreement (if any).

L. News Releases / Publicity: The CONSULTANT shall not make any news releases, publicity releases, or advertisements relating to this Agreement or the tasks associated with the services without prior written City approval.

M. Nondiscrimination: The CONSULTANT warrants and represents that all of its employees are treated equally during employment without regard to race, color, religion, disability, sex, age, national origin, ancestry, political affiliation, marital status, handicap, or sexual orientation. Further, CONSULTANT shall not discriminate or permit discrimination against any employee or an applicant for employment on the basis of race, color, sex, religion, political affiliation, natural origin, ancestry, marital status, sexual orientation or handicap.

ARTICLE 6 - CITY'S RESPONSIBILITIES

A. Service of Others: The City shall furnish to the CONSULTANT, if required for performance of the CONSULTANT's services, all available data prepared by or the result of the services of others, including without limitation (as may be appropriate): building plans and related drawings, core borings, probings, and subsurface explorations, hydraulic surveys, laboratory tests, and inspections of samples, materials, and equipment, appropriate professional interpretations of all of the foregoing; environmental assessments and impact statements, appropriate professional interpretations of all of the foregoing; property boundary, easement, rights-of-way, topographic and utility surveys; property descriptions; zoning, deed, and other land use restrictions; and any other special data or consultations relating to the underlying project.

B. Examine Work of the Consultant: Within a reasonable time so as not to delay the services of the CONSULTANT, the City shall examine all studies, reports, sketches, drawings, specifications, proposals, and other documents presented by the CONSULTANT, obtain advice of an attorney, insurance counselor, or other consultants, as the City deems appropriate, for such examinations and the rendering, if required, of written opinions pertaining thereto.

ARTICLE 7 – SUSPENSION BY CITY FOR CONVENIENCE

The City may, at any time without cause, order CONSULTANT in writing to suspend, delay or interrupt its services in whole or in part for such period of time as City may determine for City's convenience. Such order shall be by written notice to the CONSULTANT providing at least five (5) days advance notice unless such order is immediately necessary for the protection of the

public health, safety or welfare or for the protection of property.

ARTICLE 8 –TERMINATION

A. Termination for Default by the City: If the City's authorized representative deems that the CONSULTANT is in default for failure to supply adequate personnel, or services of proper quality, or has failed in any other respect to satisfactorily perform the services specified in this Agreement, the City's authorized representative may give written notice to the CONSULTANT specifying the default(s) to be remedied within five (5) days. Such notice shall set forth the basis for any dissatisfaction and suggest corrective measures. If the CONSULTANT does not remedy defaults within five (5) days or commence steps to remedy default to the reasonable satisfaction of the City's authorized representative, the City may do one or all of the following: secure such services from another consultant; withhold any money due or which may become due to the CONSULTANT for such services related to the claimed default(s); and/or, elect to immediately terminate this Agreement. No compensation shall be paid for de-mobilization, take-down, disengagement, wind-down, lost profits or other costs incurred due to termination of this Agreement for default.

B. Termination for Default by the Consultant: This Agreement may be terminated by the CONSULTANT upon thirty (30) days prior written notice to the City in the event of a failure by the City to perform in accordance with the terms of this Agreement through no fault of the CONSULTANT; provided the City fails to cure same within that thirty (30) day period.

C. Termination Without Cause: Notwithstanding the foregoing, the parties reserve the right and may elect to terminate this Agreement at any time upon ten (10) days' notice to the other party. At such time, the CONSULTANT shall be compensated only for those services which have been performed to the date of termination. No compensation shall be paid for de-mobilization, take-down, disengagement, wind-down, lost profits or other costs incurred due to termination of this Agreement without cause.

D. Early Termination: If this Agreement is terminated before the expiration of the term by either party, the CONSULTANT shall:

1. Stop services on the date and to the extent specified.
2. Terminate and settle all orders and subcontracts relating to the performance of the terminated services.
3. Transfer all work in progress, completed work, and other materials related to the terminated services to the City in the format acceptable to City.
4. Continue and complete all parts of the services that have not been terminated.

ARTICLE 9 –INDEMNIFICATION AND INSURANCE

A. Indemnification: The CONSULTANT agrees to indemnify and hold harmless the City, its commissioners, mayor, officers, employees, agents, and attorneys of, from, and against liabilities, damages, losses and costs, including, but not limited to, reasonable attorney's fees (at all trial and appellate levels), to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of the CONSULTANT, its agents, officers, subconsultants, employees, or anyone else employed or utilized by the CONSULTANT in the performance of this Agreement. The CONSULTANT's liability hereunder shall include all attorney's fees and

costs incurred by the City in the enforcement of this indemnification provision. This includes claims made by the employees of the CONSULTANT against the City and the CONSULTANT hereby waives its entitlement, if any, to immunity under Section 440.11, Florida Statutes. The obligations contained in this provision shall survive termination of this Agreement and shall not be limited by the amount of any insurance required to be obtained or maintained under this Agreement.

It is the specific intent of the parties hereto that the foregoing indemnification complies with Section 725.08, Florida Statutes, as amended. CONSULTANT expressly agrees that it will not claim, and waives any claim, that this indemnification violates Section 725.08, Florida Statutes, as amended. Nothing contained in the foregoing indemnification shall be construed as a waiver of any immunity or limitation of liability the City may have under the doctrine of sovereign immunity or Section 768.28, Florida Statutes.

B. Insurance: The CONSULTANT shall not commence any services in connection with this Agreement until it has obtained all of the types of insurance required pursuant to the RFQ and such insurance has been approved by the City. The City shall be named as an additional insured on all insurance except for Worker's Compensation Coverage and Professional Liability on a primary and non-contributory basis. The CONSULTANT shall require all subconsultants to obtain the same insurance as required herein (without the City named as an additional insured) and no subconsultant shall commence any services under this Agreement until the CONSULTANT has obtained a copy of all subconsultant(s) proofs of insurance. The CONSULTANT shall provide the City with proof of all subconsultant's insurance upon request by the City. The CONSULTANT's insurer shall have a currently valid Certificate of Authority issued by the State of Florida, Department of Insurance authorizing it to write insurance policies in the State of Florida and be conducting business in the State of Florida. Insurers shall have at least a Policy Holders Rating of A-, and Financial Rating of Class IV as identified in the latest issue of "Bests Key Rating Guide" unless otherwise accepted by the City in writing. The CONSULTANT's insurance shall be considered primary and shall not be canceled or materially changed without at least thirty (30) days' notice to the City. The City's insurance, if any, shall be considered excess, as may be applicable to claims which arise out of indemnifications, insurance, certificates of insurance and any additional insurance provisions of this Agreement. The CONSULTANT shall procure and maintain all insurance listed above for the life of this Agreement. Receipt of certificates or other documentation of insurance or policies or copies of policies by the City or by any of its representatives which indicate less coverage than required by this Agreement does not constitute a waiver of the CONSULTANT's obligations to fulfill the requirements of this Article.

ARTICLE 10 - SUCCESSORS AND ASSIGNS

The City and CONSULTANT each binds themselves and their partners, successors, executors, administrators, and assigns to the other party of this Agreement and to the partners, successors, executors, administrators, and assignees of such other party in respect to all covenants of this Agreement. The CONSULTANT shall not assign, sublet, or transfer any interest in this Agreement without the prior written consent of the City, which the City may withhold in its sole and absolute discretion. Nothing herein shall be construed as creating any personal liability on the part of any elected official, officer, employee or agent of the City, nor shall it be construed as giving any rights or benefits hereunder to any third party other than the City and CONSULTANT.

ARTICLE 11 - REMEDIES

A. Claims, Counter-Claims, Disputes, Etc.: Prior to the filing of any claim, proceeding or litigation related to the Agreement, all claims, counter-claims, disputes, and other matters in questions between the CONSULTANT and the City will be first reviewed by authorized representatives of both parties for a recommended solution. If no solution or resolution is forthcoming, either party may pursue its claim, proceeding or litigation.

B. Governing Law and Venue: This Agreement shall be governed by and construed and interpreted in accordance with the laws of the State of Florida. Each of the parties hereto (a) irrevocably submits itself to the exclusive jurisdiction of the Fifteenth Judicial Circuit Court, in and for Palm Beach County, Florida for state actions, and the jurisdiction of the United States District Court for the Southern District of Florida, West Palm Beach Division for federal actions, for the purposes of any suit, action or other proceeding arising out of, or relating to, this Agreement; (b) waives and agrees not to assert against any party hereto, by way of motion, as a defense or otherwise in any suit, action or other proceeding, (i) any claim that it is not personally subject to the jurisdiction of the above-named courts for any reason whatsoever, and (ii) to the extent permitted by applicable law, any claim that such suit, action or proceeding by any party hereto is brought in an inconvenient forum, or that the venue of such suit, action or proceeding is improper or that this Agreement or the subject matter hereof may not be enforced in or by such courts.

ARTICLE 12 – NOTICE

A. Any notice required to be given under this Agreement shall be given in writing and delivered by hand or through the instrumentality of certified mail of the United States Postal Service (return receipt requested) or other nationally recognized overnight courier service, such as Federal Express.

B. Unless otherwise notified in writing of a new address, all notices shall be made to each party at the below listed addresses. Any party shall have the right, from time to time, to change the address to which notices shall be sent by giving the other party at least ten (10) days prior notice of the address change.

All notices to the CONSULTANT shall be sent to:

ACAI Associates, INC
ATTN: Adolfo Cotilla, AIA, President
2937 W. Cypress Creek Rd, Suite 200
Fort Lauderdale, FL 33309

All notices to the City shall be sent to:

City of Lake Worth Beach
Attn: City Manager
7 North Dixie Highway
Lake Worth Beach, FL 33460

ARTICLE 13 – NO CONTINGENT FEES

The CONSULTANT warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the CONSULTANT to solicit or secure this Agreement and that it has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for the CONSULTANT any

fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Agreement. For the breach or violation of this provision, the City shall have the right to terminate the Agreement without liability and at its discretion, to deduct from the contract price, or otherwise recover, the full amount of such fee, commission, percentage, gift, or consideration.

ARTICLE 14 – TRUTH-IN-NEGOTIATION CERTIFICATE

The signing of this Agreement by the CONSULTANT shall act as the execution of a truth-in-negotiation certificate stating that wage rates and other factual unit costs supporting the compensation of this Agreement are accurate, complete, and current at the time of contracting. The lump sum not to exceed price and any additions thereto shall be adjusted to exclude any significant sums by which the City determines the lump sum not to exceed price was increased due to inaccurate, incomplete, or non-current wage rates and other factual unit costs. All such contract adjustments shall be made within one (1) year following the end of this Agreement.

ARTICLE 15 – PUBLIC ENTITIES CRIMES AND SCRUTINIZED COMPANIES

As provided in Sections 287.132 and 289.133, Florida Statutes, by entering into this Agreement or performing any service in furtherance thereof, the CONSULTANT certifies that it, its affiliates, suppliers, subconsultants and contractors who will perform under the terms and conditions of this Agreement have not been placed on the convicted vendor list maintained by the Florida Department of Management Services within the 36 months immediately preceding the date of this Agreement.

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

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

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

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

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

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.

ARTICLE 16 - NONEXCLUSIVE AGREEMENT

This Agreement is not intended to be and shall not be construed as an exclusive agreement, and the City may employ additional or other professional consulting firms to perform services contemplated by this Agreement without liability to the City.

ARTICLE 17 - MISCELLANEOUS

A. Validity, Severability and Reformation: The validity, interpretation, construction, and effect of this Agreement shall be in accordance with and be governed by the laws of the State of Florida. Any provision or part of this Agreement held to be void or unenforceable under any law shall be deemed stricken and all remaining provisions shall continue to be valid and binding upon the parties. The parties agree that this Agreement shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision which comes as close as possible to expressing the intention of the stricken provision.

B. Headings: The headings of the sections of this Agreement and capitalizations are for the purpose of convenience only and shall not be deemed to expand or limit the provisions contained in such sections.

C. Entire Agreement and Conflicts: This Agreement constitutes the entire agreement between the parties hereto and supersedes any prior negotiations, representations, agreements, and understandings, either written or oral. This Agreement consists of the terms and conditions provided herein; the RFQ (including all drawings, maps, specifications, exhibits and addenda attached thereto or referenced therein); and Exhibit "A". To the extent that there exists a conflict between this Agreement and the remaining documents, the terms, conditions, covenants, and/or provisions of this Agreement shall prevail with the RFQ next taking precedence. Wherever possible, the provisions of such documents shall be construed in such a manner as to avoid conflicts between provisions of the various documents.

D. Waiver: No waiver of any of the terms or conditions of this Agreement shall be effective unless in writing and executed by the party to be changed therewith. No waiver of any condition or of the breach of any term, covenant, representation, warranty or other provision hereof shall be deemed to be construed as a further or continuing waiver of any such condition or breach or a waiver of any other condition or of any breach of any other term, covenant, representation, warranty or other provision contained in this Agreement.

E. 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, claim or proceeding related to this Agreement.**

F. Counterparts and Digital Execution: This Agreement may be executed in two or more counterparts, each of which shall be deemed to be an original, but each of which together shall constitute one and the same instrument. The City may digitally execute this Agreement.

G. Preparation: This Agreement shall not be construed more strongly against either party regardless of who was more responsible for its preparation.

H. Survivability: Any provision of this Agreement which is of a continuing nature or imposes

an obligation which extends beyond the term of this Agreement shall survive its expiration or earlier termination.

ARTICLE 18 - PALM BEACH COUNTY INSPECTOR GENERAL

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

ARTICLE 19 - PUBLIC RECORDS

The CONSULTANT shall comply with Florida's Public Records Act, Chapter 119, Florida Statutes, and, if determined to be acting on behalf of the City as provided under section 119.011(2), Florida Statutes, specifically agrees to:

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

IF THE CONSULTANT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONSULTANT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS OR DESIGNEE AT (561) 586-1660, DANDREA@LAKEWORTHBEACHFL.GOV, OR 7 NORTH DIXIE HIGHWAY, LAKE WORTH BEACH, FL 33460.

ARTICLE 20 – E-VERIFY

Pursuant to Section 448.095(2), Florida Statutes, beginning on January 1, 2021, the CONSULTANT shall:

- a. Register with and use the E-Verify system to verify the work authorization status of all newly hired employees and require all subcontractors (providing services or receiving funding under this Agreement) to register with and use the E-Verify system to verify the work authorization status of all the subcontractors' newly hired employees;
- b. Secure an affidavit from all subcontractors (providing services or receiving funding under this Agreement) stating that the subcontractor does not employ, contract with, or subcontract with an "unauthorized alien" as defined in Section 448.095(1)(k), Florida Statutes;
- c. Maintain copies of all subcontractor affidavits for the duration of this Agreement and provide the same to the City upon request;
- 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, CONSULTANT may not be awarded a contract for at least one (1) year after the date on which the Agreement is terminated and will be liable for any additional costs incurred by the City as a result of the termination of the Agreement.

ARTICLE 21 - REPRESENTATIONS/BINDING AUTHORITY

By signing below, CONSULTANT's signee has full power, authority and legal right to execute and deliver this Agreement and perform all of its obligations under this Agreement. By signing this Agreement, CONSULTANT hereby represents to the City that it has the authority and full legal power to execute this Agreement and any and all documents necessary to effectuate and implement the terms of this Agreement on behalf of the party for whom he or she is signing and to bind and obligate such party with respect to all provisions contained in this Agreement.

[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the parties hereto have made and executed this Professional Services Agreement for Facility Design and Related Services – Public Works Fleet Facility on the date first above written.

CITY OF LAKE WORTH BEACH, FLORIDA

By: _____
Pam Triolo, Mayor

ATTEST:

By: _____
Deborah M. Andrea, City Clerk

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY:

APPROVED FOR FINANCIAL
SUFFICIENCY

By: _____
Glen J. Torcivia, City Attorney

By: _____
Bruce T. Miller, Financial Services Director

CONSULTANT: **ACAI ASSOCIATES, INC.**

By: _____

Print Name: Adolfo J. Cotilla, Jr.

Title: President

[Corporate Seal]

STATE OF Florida)
COUNTY OF Broward)

The foregoing instrument was acknowledged before me this 1st day of December, 2020, by Adolfo J. Cotilla Jr., who was physically present, as President (title), of **ACAI ASSOCIATES, INC.**, a Florida corporation, and who is personally known to me or who has produced the following _____ as identification.

Notary Public



Lynn Hillis
Print Name: Lynn A Hillis
My commission expires: 3-26-2021

EXHIBIT "A"
Consultant's Proposal
(dated October 1, revised November 2, 2020)
Hourly Rates
(Dated August 31, 2020)

October 1, 2020
November 2, 2020 (revised)

Via email: flofaso@lakeworthbeachfl.gov

Mr Felipe Lofaso, Assistant Director
Public Works Department
CITY OF LAKE WORTH BEACH
1749 3rd Ave South
Lake Worth, FL 33460

Re: Architectural & Engineering Services
New Fleet Maintenance Facility
ACAI Project No.: SA2070

Dear Mr. Lofaso:

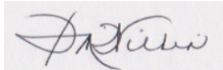
As requested, ACAI Associates, Inc. (ACAI) is pleased to submit this revised proposal for Programming, Pre-Design, Design and Post-Design Services associated with the delivery of the New Fleet Maintenance Facility project for the City of Lake Worth.

The project scope, including a breakdown of the Basic and Optional Services fees, is included herein as part of the attached Exhibit A.

Thank you for the opportunity to work with you and the City of Lake Worth.

As always, if you have any questions or comments please feel free to contact us.

Sincerely yours,
ACA I ASSOCIATES, INC.



Donald M. Wilkin, RA
Sr Principal

DMW/na

Encl: Exhibit A

C.c. AJC/JS/File – ACAI Associates, Inc.

EXHIBIT "A"

ARCHITECTURAL/ENGINEERING SERVICES FOR THE DESIGN OF NEW PUBLIC WORKS FACILITY

SCOPE OF SERVICES AND FEE SCHEDULE

The following identifies the Professional Architectural/Engineering services related to a proposed new Fleet Maintenance /Office Facility for the City of Lake Worth. The proposed facility is to be located on the south portion of the site currently developed and occupied by the Public Works Dept at 1749 3rd Ave South, Lake Worth Beach, Florida 33460 identified on the attached.

The proposed development includes the demolition of the existing facilities on the site and the development of a new Fleet Maintenance building including related site improvements and infrastructure associated with the operation of this facility including:

- Maintenance Garage - Multi-story (Min. 2 level, max. 3 level) Public Works Maintenance and Administrative Facility
- Office Space with EOC Component
- Site Civil / Landscape/ Irrigation / demolition of existing fleet building associated with the new Fleet Building

The scope includes the design and development of a complete / ready to occupy facility based on a preliminary program of spaces to be provided by the City which will be reviewed and updated as needed as part of services identified below.

The following are included in the Overall Scope of Services as further defined below.

- Programming & Planning
- Site Planning & Design inclusive of demolition of the existing fleet facility
- Building Planning & Design
- Landscape Planning & Design
- Investigation of existing records and documents
- Surveying Services
- Geotechnical Services
- Environmental Surveying and Testing Services
- LEED Certification (LEED Certified Level)
- Coordination with permitting agencies
- Coordination of utilities for relocation/connection with agencies (Lake Worth Beach Electric, Lake Worth Water Utilities) on/off site
- Preparation of Plans & Specifications for permitting, bidding and construction
- Bidding Assistance
- Contract Administration during Construction inclusive of Inspection Services

- Preparation and processing conceptual design documents and project information as needed for the Development Review, Planning & Zoning and City Commission approval
- Develop presentation graphics related to obtaining Development Review approval.
- Attend meetings related to the development of Programming, Predesign, Planning, Construction Documents, Bidding and Contract Administration.

A. **Programming, Predesign and Planning Services**

Includes the development of program information to meet the project design requirements. The following disciplines are anticipated during this phase and are included in our proposed fees: Architecture, Mechanical, Electrical, Plumbing, Fire Protection and Facility Planning. Tasks to be completed include the following:

- Meet with Public Works personnel to:
 - Review and update the program and space size requirements, vehicle inventory and related documents provided by the City
 - Review and develop specific objectives for the relationship (adjacency) of spaces within and between departments.
 - Define specific goals and objectives for systems (structural, mechanical, electrical, plumbing, IT, materials & finishes, etc) to be included in final design including any special requirements for the Emergency Operations Center (EOC) component.
 - Assist in the selection, placement and specification of maintenance shop equipment and storage systems.
 - Define specific goals for sustainability and energy efficiency (solar, electric vehicle charging, lighting, building orientation, etc)
- Develop a Facility Program based on the information obtained from meetings and correspondence with the City. Meet with the City to review and obtain approval
- Complete site survey including identifying existing underground utilities in the project area.
- Complete Phase 1 - Site Environmental assessment and report.
- Complete asbestos survey and testing of the existing structures to be demolished as required by permitting agencies.
- Identify required agency approvals and permitting requirements including local zoning and development regulations.
- Prepare and submit a Design Phase schedule.
- Coordinate meeting with City and Consultants to review LEED goals and objectives and develop Basis of Design based on Owners Project Requirements provided by the City.

Deliverables: Facility Program

List of permitting / approvals required for the project

Design Phase Schedule

B. **Schematic Design (15%)**

Following the City's approval of the Facility Program the design team will develop Schematic plans illustrating the location, size and relationship of the spaces within and around the buildings and review with Public Works personnel. Based on the departments approval of the

Schematic plans the design team will develop a final overall Site Plan illustrating the location of the new Fleet Maintenance and Offices along with the existing parking, fueling and vehicle wash areas, open space, site access and other required site amenities for review and approval by the City.

Provide an Estimate of Probable Cost based on the Schematic Design documents.

Deliverables: Schematic Building plans
Conceptual Site Plan
Estimate of Probable Cost

C. Design Development (30%)

Following approval of the Schematic building and site plans the design team will develop architectural floor plans, elevations and building sections to illustrate the overall project as required for Development Review and approval by the City (DRC). This phase also includes the development of structural, HVAC, electrical, lighting, plumbing and fire protection system plans including the selection and identification of system types, fixtures and materials illustrating the general systems and components incorporated in the project.

Develop Civil, Landscape and Irrigation plans as required for Development Review by the City, (DRC).

Develop an exterior building rendering of the new Fleet Maintenance and Office building illustrating the overall design /aesthetics as required for DRC.

Provide an Estimate of Probable Cost based on the Design Development documents.

Deliverables: Design Development documents
DRC submittal documents
Exterior Building rendering
Estimate of Probable Cost

D. Construction Documents

Following development approval by the City the design team will complete and provide 60% plans and specifications for review by the Public Works Dept. Comments received from this review will be incorporated into 90% plans and specifications for review and approval by the City and a dry-run review by the Building Dept. Design team will revise and update the documents as needed based on the comments received.

Provide an Estimate of Probable Cost based on the 60% and 90% Construction Documents.

Deliverables: 60% Construction Documents
90% /100% Construction Documents
Estimate of Probable Cost (60 & 90%)

E. Permitting & Bidding

Following the receipt of 90% document review comments from the Public Works and the Building Dept, the design team will finalize and submit plans and specifications as required for permitting to the Building Dept including addressing the 90% comments received. The design team will respond to comments, resubmit as required and obtain preliminary permit approval from the Building Dept. Final permit approval to be obtained by the selected contractor following bidding.

Following approval of the plans for permitting by the Building Dept, the Consultant will assist the City in the selection of a contractor including responding to RFI's from bidders, assistance in preparing addendum as needed, review of responsible bids from general contractors and ranking of bidders.

Deliverables: 100% Construction Documents (post-bid)

F. **Construction Administration Services**

Following the selection of a Contractor the following services will be provided by the design team during construction.

- Pre-construction meeting with the Contractor and City.
- Visit the site ~~two (2) times per month~~ once (1) per week to review the status of the work, address any questions from the Contractor and issue a field report documenting the status of the project. Includes one (1) Owner-Architect-Contractor, (OAC), meeting every other week to review and update the overall status of the project in lieu of the field visit.
- Provide Special Inspections as required by permitting agencies (refer to Optional Services for Special Inspections other than those required to be completed by the Civil Engineer based on outside agency requirements.)
- Coordinate with Public Works personnel as needed for specific systems affecting the function of the facility.
- Respond to RFI's to assist and clarify the documents where needed.
- Review submittals and shop-drawings to ensure compliance with project requirements including LEED certification
- Review Contractor Monthly Pay applications.
- Prepare punch-list based on receipt of Substantial Completion documents and request from the Contractor.
- Provide final project review including review of the required close-out documents, including as-builts, warranties and maintenance documents based on final completion by the Contractor.
- Review final pay application from the Contractor.

G. **Reimbursable Expenses (Allowance)**

Printing and other reproductions, overnight delivery, transportation and mileage outside Miami-Dade, Broward and Palm Beach Counties, project photos, etc to be billed at cost. Any unused amount will be retained by the City at the completion of the project.

H. **Timetable for Development of Improvements**

A project design schedule will be prepared and used to track milestone events as best as possible based on the following proposed development timetable.

- **Programming and Schematic Building Design.** Within (60) days after the Effective Date of the Agreement, (____ TBD____), Consultant will meet with Public Works personnel, develop and present a Facility Program and Schematic design of the buildings for approval. (Contingent on the availability of information to be provided by the City as part of the Programming process.)
- **Conceptual Site Plan.** Within (30) days of the City’s approval of the Program and Schematic design of the building(s) the Consultant will meet with Public Works staff and present Conceptual Site Plan options for review and approval by the City.
- **Development Approval.** Within (60) days of the City’s approval of a final Site Plan the Consultant will submit required sets of the Development Plans to the City for approval. Upon approval the Consultant will submit required documents to the City’s Development Review Committee (“DRC”) for their review and approval.
- **Construction Document Phase.** Within (60) days after DRC approval of the Development Plans the Consultant shall submit (30%) Design Development documents to the City for review and approval. Within (75) days of City approval of the Design Development documents the Consultant shall submit (60%) Construction Documents to the City for review and approval. Within (75) days of City approval the Consultant shall develop (90%) Construction Documents and submit to the City for review and submittal to the Building Department for dry-run permit review. Within (45) days of receipt of comments from the Building Dept the Consultant will submit 100% permit plans to the Building Dept for final plan review and permitting.
Within the Construction Document Phase, the City shall be provided the following time frame for document review: 10 days for 30% documents, 10 days for 60% documents and 15 days at 90% completion.
- **Construction Administration Services.** Consultant’s term for Construction Administration Services shall run concurrent with that of the construction of the project. The estimated duration of construction [sixteen (16) months] shall be the basis of the Consultant’s Construction Administration Services fee. Services beyond that period shall be completed on a per day rate based on the per day rate established in the Agreement for these basic services.

I. **Basic Services**

• Architectural, Structural and MEP	\$ 398,240
• Civil Engineering	\$ 95,312
• Landscape / Irrigation Design	\$ 26,330
• Equipment Planning / Design	\$ 103,510
• Lubrication & Air System	\$ 31,020
• Exhaust Extraction System	\$ 4,950

J. **Additional Project Services**

1. Site Surveying	\$ Incl above
2. Underground Utility Locating / Mapping	\$ Incl above
3. Geotech	\$ Incl above
4. Asbestos Testing & Ph 1 Environmental	\$ Incl above
5. Traffic Study (if required)	\$ by City
6. Special Inspections (Allowance-NTE)	\$ 8,000
7. Furniture selection and specifications	\$ NIC
8. Contract Administration beyond eighteen (16) months.	\$ TBD
9. Cost Estimating (Schematic to 90% CD phases)	\$ 20,000
10. LEED (LEED Certified Level Only)	\$ 43,906
11. Energy Modeling (LEED Requirement)	\$ 13,500
12. DRC/PZB/City Commission processing (Allowance-NTE)	\$ 8,000
13. Graphics (Allowance-NTE)	\$ 8,000
Direct Project Expenses (Allowance-NTE))	\$ 20,000

ACAI Associates, Inc.

Fee Structure Form

Schedule of Hourly Rates*

Staff Title	Hourly Rate
Principal	\$197.00
Senior Project Manager/Sr Architect/Engineer/Landscape Architect	\$165.00
Project Manager/Architect	\$150.00
Jr. Project Manager	\$125.00
Job Captain	\$140.00
Senior Designer	\$145.00
Sr. Construction Administrator	\$165.00
Construction Administrator	\$150.00
BIM Technician	\$120.00
Cadd Technician	\$100.00
Administrative/Clerical	\$ 75.00


Signature

08.31.2020

Date

President
Title

**Rates for other categories will be negotiated as requested by the City of Lake Worth on an as needed basis.*

EXECUTIVE BRIEF REGULAR MEETING

AGENDA DATE: December 15, 2020

DEPARTMENT: Public Works

TITLE:

Work Order #2 with Bella Construction for the Renovation of the Golf Course Clubhouse Facility

SUMMARY:

Work Order #2 with Bella Construction authorizes the contractor to perform interior renovations to the Golf Course Clubhouse Facility at a cost not to exceed \$69,500.00.

BACKGROUND AND JUSTIFICATION:

The Golf Course Clubhouse was constructed in the early 2000's and has not been renovated or improved since construction. The existing facilities are dated and require renovation to bring the facility to an acceptable standard for functionality and aesthetics. Work Order #2 with Bella Construction authorizes the contractor to perform interior remodeling renovations consisting of new flooring, new bathrooms, upgraded lighting, drywall improvements, new fixtures and countertops, and new paint throughout. The cost of the improvements are not to exceed \$69,500.00.

MOTION:

Move to approve/disapprove Work Order #2 with Bella Construction Inc. at a cost not to exceed \$69,500.00.

ATTACHMENT(S):

Fiscal Impact Analysis
Work Order #2 – Bella Construction

FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2021	2022	2023	2024	2025
Capital Expenditures	69,500	0	0	0	0
Operating Expenditures	0	0	0	0	0
External Revenues	0	0	0	0	0
Program Income	0	0	0	0	0
In-kind Match	0	0	0	0	0
Net Fiscal Impact	69,500	0	0	0	0
No. of Addn'l Full-Time Employee Positions	0	0	0	0	0

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

Account Number	Account Description	Project Number	FY2Budget	Current Balance	Agenda Expenditure	Balance
301-8030-575-63-00	Special Rec Facility / Improve Other than Build		50,000	50,000	50,000.00	0
301-9010-589-63-00	Improve other than Build		80,000	80,000	19,500.00	60,500.00

**GENERAL CONTRACTOR RELATED SERVICES FOR PROJECTS UNDER
\$100,000.00 CONTRACT
WORK ORDER NO. 2**

THIS WORK ORDER ("Work Order" hereafter) is made on _____, between the **CITY OF LAKE WORTH BEACH**, a Florida municipal corporation located at 7 North Dixie Highway, Lake Worth Beach, Florida 33460 ("City" hereafter) and **BELLA CONSTRUCTION CORP.**, a Florida Corporation ("Contractor" hereafter).

1. Project Description. The City desires the Contractor to provide all goods, services, materials and equipment as identified herein related to the project generally described as: Lake Worth Beach Golf Clubhouse Remodel (the "Project"). The Project is more specifically described in the proposal # 5070 prepared by Bella Corp., dated October 1, 2020, and which is incorporated herein by reference.

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

3. Schedule and Liquidated Damages. Substantial completion of all services and work under this Work Order shall be within **60 calendar days** from the Effective Date of this Work Order. Final completion of all services and work (and all punch-list items (if any)) under this Work Order shall be within **75 calendar days** from the Effective Date of this Work Order. The Effective Date of this Work Order is the date following the parties' execution of this Work Order and the City's delivery of a Notice to Proceed to the Contractor via e-mail, facsimile or other form of delivery as documented by the City. Substantial completion occurs when the services and work has progressed to the point where, in the opinion of the City, the work is sufficiently complete in accordance with the Contract Documents and this Work Order, so that the Project can be utilized for the purposes for which it is intended. Final completion occurs when all services and work (including punch-list items) has been completed and the project becomes fully operational and accepted by the City.

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

4. Compensation and Direct Purchases. This Work Order is issued for a lump sum, not to exceed amount of **Sixty-Nine Thousand Five Hundred Dollars (\$69,500.00)**. The attached proposal identifies all costs and expenses included in the lump sum, not to exceed amount.

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

5. Project Manager. The Project Manager for the Contractor is Jeff Berkhoff, phone:561-722-6402; email: jb@bellaconst.net; and, the Project Manager for the City is Felipe Lofaso, phone: 561-586-1720; email: flofaso@lakeworthbeachfl.gov.

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

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

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

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

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

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

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

8. Warranty. The Contractor warrants and guarantees to the City that all services and work provided under this Work Order will be in accordance with this Work Order and the other Contract Documents. The Contractor warrants that (a) all materials and parts supplied under this Work Order shall be free from defects for one (1) year from the final completion of all work (unless a longer manufacturer warranty applies); (b) all services and work performed under this Work Order will be free from defects for one (1) year from the final completion of all work and the project shall be fully operational without unreasonable downtime or failures; and (c) that the services and work will conform to the requirements of the Contract Documents. If, at any time prior to the expiration of the one (1) year warranty period, the City discovers any failure or breach of the Contractor's warranties or the Contractor discovers any failure or breach of the Contractor's warranties, the Contractor will, upon written notice from City or of its own accord, at the Contractor's sole cost and expense, promptly correct such failure or breach (which corrective action must include, without limitation, any necessary removal, disassembly, reinstallation, repair, replacement, reassembly, retesting, and/or re-inspection of any part or portion of the work and any other property damaged or affected by such failure, breach, or corrective action). The Contractor will remedy any such failure or breach so, to the extent possible, to avoid unnecessary disruptions to the operations of City or its systems. In the event the

Contractor fails to initiate and diligently pursue corrective action within five (5) days of the Contractor's receipt of the City's notice or the Contractor's discovery of the same, the City may undertake such corrective action at the Contractor's expense.

9. Authorization. This Work Order is issued pursuant to the General Contractor Related Services For Projects Under \$100,000.00 Contract between the City of Lake Worth Beach and the Contractor, dated August 20, 2019 ("Contract" hereafter). If there are any conflicts between the terms and conditions of this Work Order and the Contract, the terms and conditions of the Contract shall prevail.

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SIGNATURE PAGE FOLLOWS

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

CITY OF LAKE WORTH BEACH, FLORIDA

By: _____
Pam Triolo, Mayor

ATTEST:

Approved as to form and legal sufficiency:

Deborah M. Andrea, City Clerk

Glen J. Torcivia, City Attorney

BELLA CONSTRUCTION CORP.

By: _____
Name: _____
Title: _____

Jeff Berkoff
JEFF BERKOFF
PRES., BELLA CONSTRUCTION CORP.

[Corporate Seal]

STATE OF Florida)
COUNTY OF Palm Beach)

The foregoing instrument was acknowledged before me this 13th day of October, 2020, by JEFFREY BERKOFF, who was physically present, as President (title), of **Bella Corporation**, a Florida corporation, and who is personally known to me or who has produced the following Florida Driver License as identification.

Notary Public: _____
Yirslena Gonzalez

Print Name: Yirslena Gonzalez
My commission expires: 11/10/23

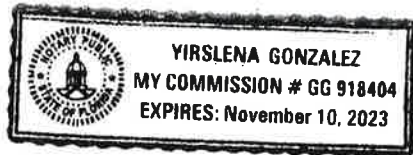


Exhibit A

Bella Construction Corp

Quality Design-Build & Remodeling Contractors
 Certified General Contractors CGC 1512434
 EPA Lead-Safe Certified Firm NAT-94354-1

PROPOSAL

VENDOR # 1161

3626 EMBASSY DRIVE WEST PALM BEACH FL 33401
 PH: [561] 722-6402 EMAIL jb@bellaconstnet

DATE 10-1-20
 JOB # 5070
 PAGE # 1

JOB: CITY OF LAKE WORTH GOLF COURSE
 FOR CLUBHOUSE WORK

E-MAIL
 PHONE

ATT: FELIPE, PHIL, BRIAN & MATT THE PRO

	DESCRIPTION	LINE TOTAL
	<u>VARIOUS WORK AS FOLLOWS:</u>	
1	<u>DEMO & DISPOSE</u> OF ALL FLOORING [CARPET & TILE] IN ENTRY AREA, HALLWAY TO LEFT, MENS & LADIES BATHROOMS & LOCKEROOMS, ALL [4] VANITY TOPS/SINKS/FAUCETS,STALL DIVIDERS IN MENS BATH, CEILINGS IN MENS & LADIES LOCKEROOMS, REMOVE [BUT SAVE FOR RE-USE] BASE MOLDINGS & TOILETS	
2	<u>TILE WORK:</u> CITY REP. TO PICK OUT TILE [\$3 SQ' MAX ALLOW] AT PADRON ON LAKE WORTH RD, INSTALL NEW TILE [APPROX. 2,250 SQ'] IN ALL 'REMOVED AREAS', INCLUDES THINSET & GROUTING	
3	FURNISH & INSTALL <u>NEW MATCHING STALL DIVIDERS</u> IN MENS ROOM	
4	FURNISH & INSTALL [4] <u>NEW VANITY TOPS</u> [MARBLE OR QUARTZ], NEW UNDERMOUNT SINKS, NEW FAUCET SETS, ALL PLUMBING WORK AS NEEDED	
5	<u>GROUT CLEANING</u> FOR BATHROOM TILE WALLS	
6	MOLDING FRAME EXISTING BATH MIRRORS, FURNISH/INSTALL [4] NEW MIRRORS IN BATH 'NICHES'	
7	<u>FRAME & DRYWALL CEILINGS</u> IN MENS & LADIES LOCKERS, INCL. ACCESS PANELS, SAVE SPRINKLER HEADS	
8	PLUMBER TO RE-INSTALL ALL TOILETS, SNAKE FLOOR DRAINS, SHUTOFFS AS NEEDED	
9	RE-INSTALL ALL BASEBOARDS FOLLOWING TILE	
10	DAILY ON-SITE MANAGEMENT, DAILY CLEAN-UP, SAFETY BARRIERS, EST. TIME TO COMPLETE [3] WEEKS	
*	<u>NOTES FROM RECENT WALK-THRU:</u> PHIL WILL PROVIDE ANY/ALL ELECTRICAL/LIGHTING, PHIL WILL PROVIDE AUTO SENSORS FOR TOILETS IF DESIRED, ALL TOILETS TO BE RE-USED, CITY TO PROVIDE ANY PAINTING, ANY TEMP TOILETS IF DESIRED,	
*	KINDLY REMIT A DEPOSIT OF 50%, BALANCE UPON COMPLETED PROJECT	
		\$69,500

"OUR CUSTOMERS HAVE A BETTER EXPERIENCE"

EXECUTIVE BRIEF REGULAR MEETING

AGENDA DATE: December 15, 2020

DEPARTMENT: Public Works

TITLE:

Purchase Order with Nextran Truck for the purchase of a Mack One Arm Garbage Truck

SUMMARY:

The Purchase order with Nextran Truck authorizes the purchase of the Mack One Arm Garbage Truck at a cost not to exceed \$300,055.00.

BACKGROUND AND JUSTIFICATION:

The Solid Waste and Recycling Division is actively engaged in the collection of residential solid waste City wide. One of the Fleet's current one arm garbage trucks has unexpectedly incurred severe mechanical issues and will be auctioned off. As a result, the Procurement of a replacement One-Arm garbage truck is essential for residential collection operations to maintain efficient service. At the previous City commission on November 17, 2020, a new Front Load Garbage Truck was approved for purchase. Due to the limited FY21 budget, the Front Load Garbage Truck will not be purchased in FY21 and these funds will be redirected to the Procurement of the Mack One Arm Garbage Truck. The purchase of the new Mack One Arm garbage truck with Nextran Centers is being performed through the Florida Sheriffs Association Cooperative Purchase agreement at a cost not to exceed \$300,055.00. The funds are appropriated within the Solid Waste enterprise funds.

<https://www.flsheriffs.org/law-enforcement-programs/purchasing/fsa20veh18ht>

MOTION:

Move to approve/disapprove the Purchase Order with Nextran Truck Centers for a cost not to exceed \$300,055.00.

ATTACHMENT(S):

Fiscal Impact Analysis
Nextran Truck – Mack One Arm Truck quote

FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2021	2022	2023	2024	2025
Capital Expenditures	300,055	0	0	0	0
Operating Expenditures	0	0	0	0	0
External Revenues	0	0	0	0	0
Program Income	0	0	0	0	0
In-kind Match	0	0	0	0	0
Net Fiscal Impact	300,055	0	0	0	0
No. of Addn'l Full-Time Employee Positions	0	0	0	0	0

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

Account Number	Account Description	Project Number	FY21 Budget	Current Balance	Agenda Expenditure	Balance
410-5081-534-64-30	Machinery and Equip / Vehicles	N/A	500,000	344,948	300,055	44,893.00



FLORIDA SHERIFFS ASSOCIATION
FSA20-VEH 18.0 ITEM 105

CITY OF LAKE WORTH BEACH

MACK LR ASL REFUSE TRUCK

PRESENTED BY

DAVID GLUCKLER
NEXTRAN TRUCK CENTERS

772 486 3899

561 842 6225

dgluckler@nextrancorp.com



ISUZU



FLORIDA SHERIFFS ASSOCIATION BID SHEET

CUSTOMER: CITY OF LAKE WORTH BEACH
BID NUMBER: FSA 20-VEH18.0 ITEM NUMBER 105
DATE: NOV 23, 2020
DESCRIPTION: MACK LR64 W/ HEIL ASL REFUSE BODY
QUOTE:LW112320A

BASE PRICE: 142,337

PUBLISHED OPTIONS:

Table with 3 columns: Option Code, Option Description, and Price. Includes items like MP7-355HP (644), BATTERY DIS CONNECT (90), 66GVW UPGRADE (2,148), LED HEADLIGHTS (357), BB AIR LINES (180), FRONT CONNER PROTECTION (213), LCF DUEL SIT DOWN STEER (7,131), FEPTO (1,071), 5 YR EXT EP2+EATS WARRANTY (4,684), 5 YR ALLISON (OFF CONTRACT) (1,100), and MUNI TAG (330).

CHASSIS TOTAL: 160,285

BODY:
MFG LIST: ATTACHED HEIL FSA BID ITEM 139,770

TOTAL: 300,055

FSA20-VEH18.0, Heavy Trucks

Group: REFUSE TRUCK: 60,000 LB GVWR Cab & Chassis Only 4x6

Item: 105, Mack, TE Series, TE Series

Zone	Rank	Vendor	Price	Build File	Options File
Western	Primary	Nexttran Truck Centers	\$142,337.00	Build	Options
Northern	Primary	Nexttran Truck Centers	\$142,337.00	Build	Options
Central	Primary	Nexttran Truck Centers	\$142,337.00	Build	Options
Southern	Primary	Nexttran Truck Centers	\$142,337.00	Build	Options

Mack TE Series (Item #105)

Option Code	Option Description	Total
1001759	MP7 355HP with 1260 ftlbs of torque	\$644.00
2931000	DAVCO 382 Fuel Filter (Fluid Heated)	\$383.00
3180010	Battery Disconnect Switch "Flaming River" with config. Light	\$90.00
20F46R	66,000 GVWR package, Front 425 Tires (900-1411)/ Front wheels steel: 22.5x12.25(531-1531)/ static load cushions FA (BUMPSFS)/ 46,000 MACK Rear Axle(2681032)/SS462 Camelback suspension (1861077)	\$2,148.00
1862406	Rear Suspension - 46,000lb Meritor RT46-160 with Hendrickson HN462 Suspension	\$1,957.00
1861610	46,000 LB. Mack Miride Suspension	\$1,916.00
2540401	Driver Controlled Differential lock - Inter wheel Differential Lock (Both Axles)	\$956.00
2416311	Front and Rear Disc Brakes (Must include 46,000 LB. Miride Suspension Option Code 1861610)	\$3,135.00
9011415	F-R (10) 315/80R22.5 M870 Bridgestone all position tires (Or Equivalent Manufacturer) on steel wheels	\$2,422.00
OPT-315	Rear Tires (8) 315/80R22.5 M870 Bridgestone (Or Equivalent Manufacturer), for all rear tires	\$1,936.00
5313802	All Aluminum Wheels	\$1,623.00
MCL2001	Dual Flat Electrical Operated & Heated Mirrors	\$275.00
HLB-LED	LED Headlamps	\$357.00
BBA-PK7	Body Builder Air lines, Factory installed for pneumatic joy stick controls	\$180.00
8FXG1X	Drop Frame Modifications for LCF Chassis	\$14,412.00
2LCA1X	Cab Front Corner Protection/ Reinforcement for LCF Chassis	\$213.00
GUARD-RL	Skid Plate under Bumper + Radiator	\$250.00
BLVR-PK3	Pre Wire Video Safety System	\$916.00
Single Axle	Single Axle Option - (Credit)	-\$7,200.00
1003107	CNG Prep - 64R G with cummins ISL-G 320HP, Fuel tanks not included, base chassis upgrade	\$5,661.00
1442103	RH and LH Sit down, RH Drive Only	\$5,805.00
1442100	LCF Low Profile With left hand steer	\$5,540.00
1442102	LCF Low Profile with dual steer - Model LR64R with dual sitdown, dual steering	\$7,131.00
1442101	LCF Low Profile with dual steer and right hand stand up - Model LR64R Standard Config.	\$6,409.00
FEPTO-PKG	Front Engine PTO Provision (FEPTO) - Front Frame Extension (FFE330), 1350 Series Flange (1830002), Pump Mouting Kit (8260004), Skid Plate under Bump/Rad (GUARD-RL)	\$1,071.00
MFG List	We furnish bodies from the following, Bridgeport, E-Z Pack, Galbreath, Heil, Loadmaster, McNeilus, New Way, Pac-Mac, Palfinger, Wayne, Labrie, and others.	\$0.00
NEX 60 174/RP 4500	60,000 Roll off hoist and Tarp	\$45,870.00
60K AFR	60,000 Above Frame Roll Off Hoist and Tarp	\$71,815.00
NEX 20 RRL LM	20 CU YD Refuse Rear Loader	\$72,391.00
NEX 25 RRL LM	25 CU YD Refuse Rear Loader	\$83,279.00
NEX 32 RRL MCN	32 CU YD Refuse Rear Loader	\$88,758.00
NEX 40 RFL H	40 CU YD Refuse Front Loader	\$133,886.00
NEX 28 RASL MCN	28 CU YD Refuse Automated Side Loader	\$140,623.00
NEX 31 RASL	31 CU YD Refuse Automated Side Loader	\$154,587.00
NEX 20 RDA	Rigid Lift Axle: Pusher/20,000lb rating air lift to include 11R22.5 tires with steel wheels	\$9,735.00
NEX 20 SDA	Steerable Lift Axle: Pusher/20,000 rating air lift to include 11R22.5 tires with steel wheels	\$10,472.00
3YR/300K	3 Year, 300,000 Mile Warranty on Mack Engine Plan 2 Exhaust After Treatment System with Mack Engines Under 460HP	\$1,887.00
4YR/300K	4 Year, 300,000 Mile Warranty on Mack Engine Plan 2 Exhaust After Treatment System with Mack Engines Under 460HP	\$2,283.00
5YR/400K	5 Year, 400,000 Mile Warranty on Mack Engine Plan 2 Exhaust After Treatment System with Mack Engines Under 460HP	\$4,684.00
Transfer	Transfer Existing Registration	\$110.00
New	New State Tag	\$330.00



QUOTATION

Prepared For:

BIDDERS
Florida Sheriffs Association

Ship To:

Florida Truck Dealer

Prepared By:

Sunbelt Waste Equipment

QUOTE REFERENCE NUMBER	ISSUE DATE	VALID FOR	EST. DELIVERY FROM RECEIPT OF ORDER	SUBMITTED BY	SHIPPED VIA	FOB POINT	TERMS
ASL-2021FSA	10-1-2019	1 Year	TBD at Time of Order	HEIL DEALERS	DRIVE AWAY	DEALER	NET 30 DAYS

Body

Heil Dura-Pack Python 28yd

Standard Options

- Double Camera System 3rd Eye System
- 20 Lb. Fire Extinguisher
- All Standard Features
- Freight from Ft. Payne
- 12 Month Warranty
- 4 Corner Smart Light Strobe System
- ALL LED Body Lighting

Total Body and Options \$129,221.00 (MSRP \$143,111.00)

- 3rd Eye Digital Drive Cam System \$5,663.00 (MSRP \$6,609.00)
- Infinity Cyld Upgrade \$3,245.00 (MSRP \$4,056.25)
- Rear Single Beacon Strobe Light \$711.00 (MSRP \$807.00)
- DEF Tank Cover Included On this unit (MSRP \$558.00)
- Tool Box \$930.80 (MSRP \$972.40)

Quote Per Unit if Options Selected \$139,770.80 (MSRP \$ 156,113.65)

THANK YOU FOR THE OPPORTUNITY TO QUOTE!

If you have any questions concerning this quotation, please feel free to contact us.

Drew Weil

EXECUTIVE BRIEF REGULAR MEETING

AGENDA DATE: December 15, 2020

DEPARTMENT: Information Technology

TITLE:

Service agreement with Verizon Wireless to provide mobile communication services

SUMMARY:

The Information Technology department is requesting the renewal of the Verizon service agreement for mobile communication services under the State of Florida Contract number DMS-10/11-008C.

BACKGROUND AND JUSTIFICATION:

The City's Verizon current service agreement for mobile communication services is due to expire 12/31/2020 under the NASPO multi-service contract. The Information Technology department is requesting the renewal of the service agreement under the State of Florida contract number DMS-10/11-008C. Although the rate plans are the same for both contracts, the main differences are:

- **Upgrade dates** - New NASPO contract eligibility date for new equipment will be 24 months. State of Florida contract upgrade eligibility for new equipment is 20 months.
- **Subsidy recoupment** – NASPO subsidy given on a device will be recouped if service is terminated before 24 months of date subsidized hardware was received. Recoupment is the difference between the retail costs and the subsidy costs plus any additional bill incentives granted. There is no Subsidy Recoupment Fee on the State of Florida contract.

MOTION:

Move to approve/disapprove Verizon's agreement for mobile services under the State of Florida contact DMS-10/11-008C.

ATTACHMENT(S):

Fiscal Impact Analysis
Verizon Contract
State of Florida Contract

FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2021	2022	2023	2024	2025
Capital Expenditures	0	0	0	0	0
Operating Expenditures	0	0	0	0	0
External Revenues	0	0	0	0	0
Program Income	0	0	0	0	0
In-kind Match	0	0	0	0	0
Net Fiscal Impact	0	0	0	0	0
No. of Addn'l Full-Time Employee Positions	0	0	0	0	0

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

Account Number	Account Description	Project Number	FY20 Budget	Current Balance	Agenda Expenditure	Balance

There is no fiscal impact to this request. The IT Department budgeted \$100,060 for Verizon mobile services in this fiscal year’s budget.

The purchasing vehicle will be the State of Florida contract DMS-10/11-008C. Sources of funding for this request is line item 510-1520-519.41-10 | Telephone.



RICK SCOTT
Governor

DEPARTMENT OF MANAGEMENT
SERVICES

JOHN P. MILES
Secretary

4050 Esplanade Way | Tallahassee, Florida 32399-0950 | Tel: 850.488.2786 | Fax: 850.922.6149

MOBILE COMMUNICATION SERVICES

VERIZON CONTRACT

CONTRACT NO.: DMS-10/11-008C

Contract 1.0 MOBILE COMMUNICATION SERVICES AGREEMENT

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- Exhibit 1 - Technical Requirements
- Exhibit 2 - Business Process & Operation
- Exhibit 3 - Pricing
- Exhibit 4 - Enhanced Services and Solutions
- Exhibit 5 - SLA Matrix
- Exhibit 6 - Contract No.: 03-STO-ITN-001 (MA4974) and Contract No: 725-330-05-1
- Exhibit 7 - Discounts
- Exhibit 8- Award Memorandum, Supplemental Memorandum, and attachments demonstrating ranking of service providers

MOBILE COMMUNICATION SERVICES AGREEMENT

THIS MOBILE COMMUNICATION SERVICES AGREEMENT (“Agreement”), effective as of the last date signed below (the “Effective Date”), is between the Florida Department of Management Services, a State agency with its principal place of business at 4050 Esplanade Way, Suite 200, Tallahassee, FL 32399-0950 (the “Department”), and Verizon Wireless Personal Communications LP d/b/a Verizon Wireless and Verizon Wireless of the East LP d/b/a Verizon Wireless by Cellco Partnership, its General Partner with its principal place of business at One Verizon Way, Basking Ridge, NJ 07920-1097 (“Service Provider”).

WHEREAS, Service Provider provides wireless voice and data services in certain areas of Florida; and

WHEREAS, the Department issued Invitation to Negotiate #10/11-008 (“ITN”), on September 2, 2010, in order to select a company to provide such services; and

WHEREAS, the ITN process resulted in Verizon Wireless receiving a pricing score of 46, a technical score of 45.6, and a total score of 91.6, AT&T Mobility receiving a pricing score of 23, a technical score of 40.2 and a total score of 63.2, and Sprint receiving a pricing score of 21, a technical score of 39, and a total score of 60; and

WHEREAS, although Verizon Wireless received the highest score of the responsive vendors, was the highest ranked service provider, the Department believes it is in the best interest of the State to include AT&T Mobility and Sprint as authorized service providers to ensure perpetual competition, and to permit agencies to choose the service provider that provides the best value to the State.

NOW THEREFORE, in consideration of the mutual covenants and the promises contained herein, the parties agree as follows:

Contract 1.0 - DEFINITIONS

- 1.01 Business Day:** Means Monday through Friday, excluding State-observed holidays.
- 1.02 Business Hours:** Means 9:00 A.M. to 5:00 P.M. EST on any Business Day at the office responsible for handling the pertinent interaction between Service Provider and the Department.
- 1.03 Department:** Means the Florida Department of Management Services, acting through its Division of Telecommunications (“DivTel”). The Department is the customer of record under this Agreement.
- 1.04 End User(s):** Means the individuals using the wireless telecommunications services set forth in **Exhibit 1 – Technical Requirements**.
- 1.05 Events of Default:** Means: (i) the failure of either party to pay any sum owed to the other hereunder at the time such amount comes due, (ii) the failure of either party to perform or observe any term, condition, or covenant to be performed by it under this Agreement, or (iii) an unauthorized assignment of this Agreement.
- 1.06 Internaional Dialing:** Means a call to or from an End User’s handset that originates or terminates outside the United States and Canada.

- 1.07 **ITN:** Means the Department's Invitation to Negotiate identified in the recitals above.
- 1.08 **Service(s):** Means the services provided by Service Provider to the Department under this Agreement, including: (i) the wireless telecommunications services specified in **Exhibit 1 (Technical Requirements)**, (ii) the operational services specified in **Exhibit 2 (Business Process and Operations)**, and (iii) such other services not specifically described in this Agreement but which are inherent in the provisioning of such services.
- 1.09 **Service Account:** Means the unique account through which services are offered and charges can be incurred (without regard to who pays). Service Accounts are often associated with a single user and have one-to-one relationships with Mobile Telephone Numbers, Electronic Serial Numbers, Subscriber Identity Modules, Mobile Identification Numbers and/or device serial number.
- 1.10 **Service Provider:** Means the wireless telecommunications company identified in the first paragraph of this Agreement.
- 1.11 **State:** Means the State of Florida.
- 1.12 **SUNCOM Client(s):** Means the entity or entities acquiring the wireless telecommunications services set forth in Exhibit 1 from the Department. SUNCOM Clients may include State agencies, the legislative and judicial branches, political subdivisions, counties, cities, municipalities, local school boards, community colleges, universities, educational institutions, certain private non-profit K-12 schools, libraries, qualified commissions and boards, water management districts, certain qualifying non-profit corporations, and other qualifying public agencies or authorities.

Contract 2.0 - TERM OF AGREEMENT

- 2.01 **Initial Term**
The initial term of this Agreement shall commence on the Effective Date. As such this contract will expire five (5) years after the effective date, unless sooner terminated in accordance with the provisions herein.
- 2.02 **Renewal Term**
Upon mutual agreement, the parties may renew the Agreement, in whole or in part, for renewal terms up to five (5) years. Each renewal shall specify the renewal price as set forth in the ITN response as reflected in Section 4.02 below. Each renewal must be in writing and signed by both parties, and is contingent upon satisfactory performance evaluations and subject to availability of funds.
- 2.03 **Termination By the Department for Convenience**
The Department may terminate this Agreement for convenience upon one hundred eighty (180) days' advance written notice to Service Provider when the Department determines in its sole discretion that it is in the State's interest to do so. In the event of a termination for convenience, Service Provider shall not be entitled to recover any cancellation charges or lost profits.
- 2.04 **Termination By Service Provider for Unforeseen Circumstances**
The Service Provider may deem it necessary from time to time to change or update certain procedures set forth in this Agreement in order to account for unforeseen circumstances or to more efficiently conduct its business. If the Department unreasonably rejects such change or update, then Service Provider may terminate this Agreement upon one hundred eighty (180) days' prior written notice. In the

event of a termination for unforeseen circumstances, Service Provider shall not be entitled to recover any cancellation charges or lost profits.

2.05 Termination for Cause

This Agreement may be terminated upon an Event of Default by either party if such Event of Default is not cured by the defaulting party within thirty (30) days of receipt of written notice of the Event of Default. The non-defaulting party shall have the immediate right, without further notice or proceedings, to pursue such remedies and other actions as that party may deem appropriate under Florida law.

2.06 Termination for Non-Appropriation

The state of Florida's performance and obligation to pay under this Contract is contingent upon annual appropriation by the Legislature. Either party may terminate this Agreement in the event the Legislature does not appropriate sufficient funds to cover the Department's obligations hereunder.

2.07 Transition and Transition Services

Service Provider will have a period of eight (8) months from the date of execution of this Contract, in accordance with Section 5.02 of the ITN, to complete all transition activities as described in **Exhibit 2**, Business Process & Operations, and to commence providing the services as specified herein (the "Transition Period").

The Transition Period contract processes and requirements are different from those processes and requirements that will govern after the Transition Period ends. As such, it is the desire of the parties that, **for only the Transition Period**, the operational terms and conditions contained in the earlier agreements between the parties for Wireless Data Services, Contract No.: 03-STO-ITN-001 (MA4974) and Wireless Voice Services, Contract No.: 725-330-05-1, will apply to this Contract. Those operations terms and conditions are hereby incorporated into this agreement as **Exhibit 6**.

Upon any termination of this Agreement, Service Provider shall cooperate and use reasonable efforts to (i) assist the Department and SUNCOM Clients to minimize any impacts resulting from the termination and any transition to a new vendor; and (ii) offer the Services directly to any SUNCOM Client or End User who meets Service Provider's credit requirements and who enters into a contract for service with Service Provider.

2.08 Contract Documents

This Contract, together with the following documents, set forth the entire understanding of the parties with respect to the subject matter. In case of conflict, the terms of the Contract shall control. If a conflict exists among any of these documents, the documents shall have priority in the order listed:

- A. Any Amendments to the Contract.
- B. Contract and Exhibits 1 - 8.
- C. ITN No.: DMS-10/11-008, as amended.

Contract 3.0 - PROVISION OF SERVICE

3.01 Generally

Service Provider agrees to provide the Services in accordance with the specifications and requirements set forth in this Agreement.

3.02 Reports

The Service Provider shall provide monitoring tools with reporting functionality, if available, to the Department which monitors the defined SLA service parameters in accordance with **Exhibit 5**.

The reports referenced in **Exhibit 1, Exhibit 2, and Exhibit 5** (SLA Matrix) shall be provided by the Service Provider. The Service Provider shall submit reports in electronic format to the Department. The reports shall be due within a timeframe mutually agreed upon between the parties or no later than 30 days following the request from the Department. Any additional ad hoc reports requested by the Department shall be provided by the Service Provider upon mutual agreement of the format and within a timeframe mutually agreed upon between the parties.

3.03 Customer Care Services

Service Provider's technical support resources (call centers, website, etc.) shall be available to End Users and SUNCOM Clients for resolution of most Service-related issues. In addition, the Department and SUNCOM Clients will have access to a technical support desk as set forth in Section 6.03 below.

3.04 No Privity With End Users or SUNCOM Clients

Unless otherwise provided in this Agreement, Service Provider has no obligations to the End Users or SUNCOM Clients for the resolution of billing and account issues relating to the Service and shall not be authorized to send any bills for the Service to such End Users or SUNCOM Clients.

3.05 Right to Deactivation of Unused Accounts

The parties will cooperate to ensure that End User accounts do not lie dormant for extended periods of time (six months or more). Service Provider shall not deactivate such accounts until the Department has been given at least sixty (60) days to investigate and notify the SUNCOM Client. If circumstances warrant, the Department may require Service Provider to postpone the planned deactivation for some identified period of time.

3.06 Discounts

See **Exhibit 7** for details regarding discounts available to SUNCOM Clients, employees and retirees. Other terms and conditions of this Agreement do not apply to **Exhibit 7**.

Contract 4.0- PRICING

4.01 Rates

The full and complete prices for the Services are set forth on **Exhibit 3**, attached hereto.

4.02 Rate Increases

The rates set forth on **Exhibit 3** may not increase prior to January 1, 2014. Beginning January 1, 2014, Service Provider may increase the pricing subject to the following limitations: (i) the Department must be given at least one hundred eighty (180) days advance written notice of the exact amount of the price increase; (ii) no more than one price increase may be made in any twelve (12) month period; and (iii) the price increase may not exceed the most recent annual percentage increase in Consumer Price Index (CPI-W) for Urban Wage Earners and Clerical Workers, All Items, South Region (using the most recent twelve months of Labor Department statistics available at the time the notice was given). No retroactive price increases are allowed.

4.03 International Dialing Charges

Unless otherwise instructed by the Department, Service Provider shall not enable International Dialing (“IDIAL”) on End Users handsets. If international calling is enabled, Service Provider may reasonably restrict availability and may charge the Department at Service Provider’s standard international long distance rates, including toll charges. See definition for “International Dialing.”

4.04 Metering of Calls

The length of calls is generally measured from the time the End User presses the “SEND” key and ends when the phone device disconnects from Service Provider’s facilities or within one second after the End User presses the “END” key if sooner. When airtime is charged for feature use without radio airtime being used (such as Call Forwarding features), measurement is based on switch access time.

4.05 Metering of Data Usage

Service Provider monitors all data sent to and from the device which can include, Header, Payload, ICMP and retransmitted packets. Billable data is determined by data mediation which accounts for the specifics of the End Users rate plan. Data can be billed in kbps, mbps and Gbps depending on the End User specific rate plan. Billing will round up to the next kbps, mbps or Gbps specific to the End User rate plan. Branded/Package/Premium services may include unlimited usage for specific data use in which byte counts for the allowed unlimited data would be removed from the total byte count during data mediation.

4.06 Minimum Monthly Fee (MMF)

Every SUNCOM Client’s Service Account will incur a minimum monthly charge (as set in **Exhibit 3 - Price**) unless the Service Account’s utilization cost exceeds the Minimum Monthly Fee’s amount.

Contract 5.0 - EQUIPMENT

5.01 Responsibility for Obtaining Equipment

SUNCOM Clients and End Users shall be responsible for obtaining the equipment necessary to use the Services from Service Provider or third parties. The Department may impose reasonable policies respecting such equipment.

5.02 Network Compatibility

Pursuant to this Agreement, Service Provider agrees to offer equipment (including accessories) to SUNCOM Clients on the following basis:

- (i) Comparable Terms and Prices: The equipment models, standard prices and standard terms of sale shall be comparable to those offered to Service Provider’s largest customers in Florida.
- (ii) Minimum Discounts: Pricing shall reflect, at a minimum, the discounts set forth on **Exhibit 3 - Pricing** (Pricing for Equipment).
- (iii) Promotions: Service Provider may offer equipment sales promotions to SUNCOM Clients with the Department’s consent. If requested, the Department may (but is not required to) assist in publishing these promotions.
- (iv) Ordering Process: Service Provider may require SUNCOM Clients to follow reasonable procedures for ordering, receiving and paying for the equipment (e.g., a requirement that all

orders be placed through a designated account executive or toll-free number).

- (v) Cancellation Fees: Any applicable term commitments or early cancellation fees relating to service/equipment will be the responsibility of the Department.
- (vi) Warranties: Service Provider agrees to pass through to SUNCOM Clients any and all equipment vendor warranties (including battery) to the fullest extent allowed under applicable law.
- (vii) Americans with Disabilities Act: Service Provider shall identify any products that may be used or adapted for use by visually, hearing, or other physically impaired individuals.

5.03 Equipment Lists and Catalogs

The parties will cooperate in updating the equipment lists and catalogs set forth in Service Provider's response to the ITN. These updated lists and catalogs (with applicable pricing) shall be made available for viewing and ordering by SUNCOM Clients in accordance with **Exhibit 2 – Business Process and Operation**. Service Provider shall provide the Department with reasonable advanced notice (i.e., prior to the effective date) of any equipment included in the lists and catalogs which will be discontinued.

5.04 Reports of End User Equipment

To Be Provided To The Department. Service Provider will provide the Department with monthly reports as described in **Exhibit 2 – Business Process and Operation**.

Contract 6.0 - BUSINESS PROCESS AND OPERATIONS

6.01 Generally

The initial business processes and operational requirements applicable to this Agreement are set forth on **Exhibit 2 – Business Process and Operation**. The parties shall cooperate to make reasonable clarifications, modifications, additions or deletions to these requirements from time to time based on changing circumstances and/or the desire for better efficiencies. By the end of the Development and Preparation Phase contemplated in **Exhibit 2 – Business Process and Operation**, the parties will organize and set forth the requirements in a comprehensive Operational Guide which each party will follow in good faith. Changes in the Operational Guide may be accomplished and implemented by mutual agreement without a formal amendment to the Agreement.

6.02 Weekly Conference Calls

Service Provider shall participate in a weekly conference call with the Department to discuss and provide status on all open or unresolved issues related to the Services (including trouble tickets). It shall be the responsibility of Service Provider to coordinate and initiate the call at a time acceptable to the Department's staff. At the Department's discretion, the call frequency may be modified.

6.03 Helpdesk

To address issues relating to the Service or this Agreement that are beyond the expertise of Service Provider's standard customer care resources, Service Provider shall provide a centralized trouble reporting and maintenance system ("HelpDesk) for use by the Department and SUNCOM Clients.

6.04 Escalation Requirements

Service Provider's escalation procedure and contact list to be used for unresolved SUNCOM Client problems, unresolved network problems, or problems not being resolved in a timely manner shall include names, titles, and phone numbers of contacts in Service Provider's escalation chain.

6.05 Authorized Representatives

Immediately upon execution of this Agreement, Service Provider shall notify the Department of its authorized representatives for purposes of giving and receiving the notices provided for under this Section 6.0 and any other Service orders, including those which involve the activation, change, or discontinuance of Service.

The Department's authorized representatives are as follows:

A. Contract Administrator

The employee primarily responsible for administrative duties relating to the Agreement, such as maintaining the Contract file and financial information on this Contract, and will serve as the liaison with the Contractor's Contract Manager and Department.

Christina Espinosa, FCCN, FCCM
Purchasing Analyst
Departmental Purchasing
Florida Department of Management Services
4050 Esplanade Way, Suite 380.9z
Telephone: (850) 410-2404

The Department may appoint a different Contract Administrator, Contract Manager and/or SUNCOM Product Manager without an amendment to the Agreement, by sending written notice to Service Provider.

B. Contract Manager

The employee primarily responsible for overseeing each party's performance under to the terms of this Agreement. Any communication from the Contractor to the Department relating to the Agreement shall be copied to the Contract Manager.

Jonathan Rakestraw
Division of Telecommunications
Department of Management Services
4030 Esplanade Way, Suite 115
Tallahassee, Florida 32399-0950
Telephone: (850) 921- 0857 / Fax: (850) 921- 5162
E-mail: jonathan.rakestraw@dms.myflorida.com

C. SUNCOM Product Manager

The employee primarily responsible for overseeing the technical requirements for this Agreement.

Raghib Qureshi
Division of Telecommunications
Department of Management Services
4030 Esplanade Way, Suite 125J
Tallahassee, Florida 32399-0950
Telephone: (850) 413-0319
E-mail: raghib.qureshi@dms.myflorida.com

Contract 7.0 - TERMS OF PAYMENT

7.01 Invoicing of Charges

Invoicing shall comply with the terms and conditions set forth in **Exhibit 2** (Business Operations) attached to this Agreement.

7.02 Payment of Charges

Payment shall be made in accordance with State law, including Sections 215.422 and 287.0585, Florida Statutes, which govern time limits for payment of invoices. Invoices that must be returned to Service Provider due to preparation errors will result in a delay in payment. The Department is solely responsible for all charges billed under this Agreement, whether or not a SUNCOM Client has paid the Department for such charges.

7.03 Transaction Fee

The State has instituted MyFloridaMarketPlace, a statewide eProcurement System (“System”). Pursuant to Section 287.057(23), Florida Statutes, all payments shall be assessed a Transaction Fee of one percent (1.0%), which Service Provider shall pay to the State, unless exempt pursuant to Rule 60A-1.032, F.A.C.

For payments within the State accounting system (FLAIR or its successor), the Transaction Fee shall, when possible, be automatically deducted from payments to Service Provider. If automatic deduction is not possible, Service Provider shall pay the Transaction Fee pursuant to Rule 60A-1.031(2), F.A.C. By submission of these reports and corresponding payments, Service Provider certifies their correctness. All such reports and payments shall be subject to audit by the State or its designee.

Service Provider shall receive a credit for any Transaction Fee paid by Service Provider for the purchase of any item(s) if such item(s) are returned to Service Provider through no fault, act, or omission of Service Provider. Notwithstanding the foregoing, a Transaction Fee is non-refundable when an item is rejected or returned, or declined, due to Service Provider’s failure to perform or comply with specifications or requirements of the Agreement.

Failure to comply with these requirements shall constitute grounds for declaring Service Provider in default and recovering re-procurement costs from Service Provider in addition to all outstanding fees. SERVICE PROVIDERS DELINQUENT IN PAYING TRANSACTION FEES MAY BE SUBJECT TO BEING REMOVED FROM THE DEPARTMENT’S VENDOR LIST AS PROVIDED IN RULE 60A-1.006, F.A.C.

7.04 Taxes

The State does not pay Federal excise or sales taxes on direct purchases of tangible personal property. The State will not pay for any personal property taxes levied on Service Provider or for any taxes levied on employees’ wages.

7.05 Disputed Charges

Disputed charges shall be handled in the manner set forth in **Exhibit 2 – Business Process and Operation**, Section 5.07.7, attached to this Agreement and to pursuant to Section 215.422, Florida Statutes and Rule 60FF-2 Florida Administrative code.

7.06 Proration of Charges

Monthly fees for billing periods of less than one month will be prorated based on the actual number of days in such periods.

7.07 Charges Resulting from Lost or Stolen Devices

In the event an End User's or SUNCOM Client's voice or data transmitting device ("Device") is lost, stolen, or otherwise absent from the End User's or SUNCOM Client's possession or control, the Department shall nevertheless be liable for all charges attributable to the Device until it or the End User or SUNCOM Client notifies Service Provider during Business Hours of such loss, theft, or unauthorized absence, in which case the Department's liability therefore shall terminate at the earlier of (i) deactivation of the Device by Service Provider, or (ii) the end of four (4) Business Hours after such notification is received by Service Provider. Service Provider shall use reasonable efforts, taking into account all circumstances which shall include other operational demands placed upon its employees, to deactivate Service to the Device affected as soon as practicable.

7.08 Right of Offset

The Department may, in addition to other remedies available at law or equity and upon notice to Service Provider, retain from amounts due Service Provider such monies as may be necessary to satisfy any claim arising under (i) this Agreement, or (ii) any other liability or obligation of Service Provider or its affiliates to the State of Florida.

Contract 8.0 - THE DEPARTMENT'S OBLIGATIONS

8.01 Trained Staff

The Department shall provide an adequate and properly trained staff to receive and investigate any complaints from its End Users or SUNCOM Clients relating to Service, and will report any trouble to Service Provider with respect to Service only upon reasonable verification that such trouble is due to reasons other than the misuse or malfunctioning of the End User's or SUNCOM Client's equipment or the failure of such equipment to meet the technical standards for compatibility with Service.

8.02 Responsibility for Actions or Omissions

The Department shall be solely responsible for all costs and expenses incurred in connection with its actions or omissions in the sale of Service or otherwise relating to this Agreement. The Department shall act in all respects on its own account, and shall be solely responsible for such things as billing, collection and, except as provided in Section 11 and **Exhibit 1 – Technical Requirements**, abuse or fraudulent use of any element of the Service, whether by the Department's employees or agents of the Department, an End User or a SUNCOM Client, or any third party (excepting only actions by Service Provider, Service Provider's agent or Service Provider's employees), provided Service Provider has followed the Department's instructions under this Agreement with respect to such use.

8.03 Responsibility for Agents

The Department is responsible for the performance of its agents, if any, and shall ensure that its agents are in compliance with any applicable terms of this Agreement and any other applicable industry standards, rules and regulations.

8.04 No Rights to Service Provider's Facilities or Intellectual Property

No provision of this Agreement shall be construed as vesting in the Department any control, ownership or rights in any facilities, operations or intellectual property of Service Provider.

8.05 Notice to End Users and SUNCOM Clients

The parties will cooperate in advising each End User and SUNCOM Client of the following:

- (i) The availability of the Service is not assured at all times or places;
- (ii) The privacy of the Service is not assured at all times or places;
- (iii) End Users and SUNCOM Clients have no contractual relationship with Service Provider with respect to the Service; and
- (iv) Any liability Service Provider might have to an End User or a SUNCOM Client for the Service shall not exceed the liability Service Provider would have if the End User or SUNCOM Client was a direct customer of Service Provider and had agreed to Service Provider's standard terms and conditions.

The above notice requirements may be satisfied by a reasonably placed posting on the Department's SUNCOM website.

8.06 Protection of Service Provider Marks

The Department recognizes the right, title, and/or interest of Service Provider (through ownership or license) to all service marks, trademarks, and trade names owned by or used by Service Provider (the "Marks"). The Department agrees not to, directly or indirectly, contest or otherwise impair such right, title, and interest of Service Provider. The Department has no rights, and shall not acquire any right, title or claim to the Marks, shall not use any Marks, and shall not use Service Provider or any trademarks or trade names of Service Provider, directly or indirectly, without the prior written consent of Service Provider.

8.07 Customer Choice

Pursuant to chapter 287, Florida Statutes, the Department engaged in a lengthy competitive bidding process to determine which solution offered the best value to the State of Florida. At the conclusion of the competitive bidding process, Verizon Wireless received the highest ranking on both the price and technical components of the ITN. See Exhibit 8. Pursuant to this Agreement, agencies are permitted to choose between the three vendors on the Agreement when making mobile communication purchases. However, agencies should follow their best practices in making the purchase decision, incorporating objective factors that include, but are not limited to, price, quality, design and workmanship.

8.08 Monitoring of Discretionary User Utilization

The Department shall monitor, on a quarterly basis, cumulative utilization of all the agreements resulting from the ITN by all users other than State Agencies (generally referred to as Discretionary Users). Service Provider shall make a good faith effort to promote the services as prescribed in the ITN. However, if utilization of all the agreements resulting from the ITN by Discretionary Users decreases by 10% or more cumulatively as verified by a joint study, the Department shall consider revising this Agreement to prevent the loss of Discretionary Users.

Contract 9.0- SERVICE PROVIDER'S OBLIGATIONS

9.01 Notice of Material Changes in Service

Service Provider agrees to provide timely and reasonably detailed notice to the Department (based on circumstances present) of any material changes in Service of either a permanent or temporary nature.

9.02 Planned Outages

The Service Provider, over the wireless network, shall send a popup, text message, or other type communication which informs the end customer of the anticipated outage including date, time, and duration.

9.03 Unforeseen Outages

A notification mechanism shall send a notification to the Department communicating the wireless services may not be available in a generalized area with an estimated time for service restoration.

9.04 Department Test Accounts

Service Provider shall furnish up to ten (10) voice and up to ten (10) data (including equipment, voice airtime, and data transmit) wireless devices for use by the Department as test accounts. The test accounts shall be used to perform evaluation testing for the life of the awarded contract. The test accounts and devices shall be furnished at no cost.

9.05 SUNCOM Client Testing and Evaluation

Prior to making their initial order for Service, SUNCOM Clients shall be permitted to obtain wireless demonstration equipment, including airtime, for the purposes of testing and evaluation at no additional cost.

9.06 Security and Confidentiality

- A. The Service Provider shall comply fully with all security procedures, laws and regulations of the United States, State and the Department in performance of the Agreement.
- B. The Service Provider (and any person or entity obtaining information through Service Provider) shall not divulge to any third parties any confidential information obtained by Service Provider or its agents, subcontractors or employees in the course of performing the Services. Such confidential information shall include but not be limited to, End User phone numbers, usage records, location information and other forms of identification of End User, security procedures, business operations information, or commercial proprietary information of the State, the Department, a SUNCOM Client or an End User. The Service Provider shall not be required to keep confidential any information or material that is publicly available through no fault of Service Provider, material that Service Provider developed independently without relying on the State's or SUNCOM Client's confidential information, or material that is otherwise obtainable under State law as a public record. To ensure confidentiality, Service Provider shall take appropriate steps as to its personnel, agents, and subcontractors. The terms of this paragraph shall survive the termination of this Agreement.

9.07 Prison Rehabilitative Industries and Diversified Enterprises, Inc. (PRIDE)

Section 946.515(2), Florida Statutes, requires the following statement to be included in this Agreement: "It is expressly understood and agreed that any articles which are the subject of, or required to carry out, the Agreement shall be purchased from the corporation identified under Chapter 946 of the Florida Statutes (PRIDE) in the same manner and under the same procedures set forth in sections 946.515(2) and (4) of the Florida Statutes; and for purposes of the Agreement the person, firm, or other business entity carrying out the provisions of the Agreement shall be deemed to be substituted for the agency insofar as dealings with such corporation are concerned." Additional information about PRIDE and the products it offers is available at <http://www.pridefl.com>.

9.08 Products Available from the Blind or Other Handicapped. Section 413.036(3), Florida Statutes

Section 413.036(3), Florida Statutes, requires the following statement to be included in this Agreement: "It is expressly understood and agreed that any articles that are the subject of, or required to carry out, this contract shall be purchased from a nonprofit agency for the Blind or for the Severely Handicapped that is qualified pursuant to Chapter 413, Florida Statutes, in the same manner and under the same procedures set forth in section 413.036(1) and (2), Florida Statutes; and for purposes of this contract the

person, firm, or other business entity carrying out the provisions of this contract shall be deemed to be substituted for the State agency insofar as dealings with such qualified nonprofit agency are concerned." Additional information about the designated nonprofit agency and the products it offers is available at <http://www.respectofflorida.org>.

9.09 E-Verify Employment Eligibility Verification

Pursuant to State of Florida Executive Orders Nos.: 11-02 and 11-116, Contractor is required to utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment of all new employees hired by Contractor during the contract term. Also, Contractor shall include in related subcontracts a requirement that subcontractors performing work or providing services pursuant to the state contract utilize the E-Verify system to verify employment of all new employees hired by the subcontractor during the contract term.

Contract 10.0 - ABUSIVE OR FRAUDULENT USE OF THE SERVICES

10.01 Fraud

If Service Provider reasonably suspects that any Service is being abused or used for fraudulent purposes, Service Provider reserves the right to terminate such Service to the End User immediately. In those instances, the Department shall have no liability for abuse or fraudulent use charges incurred after Service Provider's suspicion occurred. Service Provider shall use reasonable efforts during Business Hours to provide advance notice of termination of Service.

10.02 Minimize Abuse

The Department agrees to (i) make good faith efforts to minimize abuse or fraudulent use, (ii) promptly report any suspected abuse or fraudulent use to Service Provider, and (iii) cooperate in any investigation or prosecution initiated by Service Provider. Service Provider may require the Department to cancel the right to use Service by any of its End Users or SUNCOM Clients abusing or fraudulently marketing or using Service.

10.03 Suspected Abuse or Fraudulent

If Service Provider gives the Department notice of suspected abuse or fraudulent use prior to termination of Service, the Department shall be liable for all abuse or fraudulent charges, costs or damages incurred more than twenty-four (24) hours (or such shorter period as Service Provider specified) after Service Provider provides such notice, unless the Department has instructed Service Provider in writing to terminate Service within twenty-four (24) hours (or such shorter period as Service Provider specifies) of receiving Service Provider notice.

10.04 Fraudulent Use of Services

If the Department at any time suspects that any Service may be, has been or is being used for abuse or fraudulent purposes, the Department shall be liable for all costs or charges incurred until four (4) Business Hours after the Department notifies Service Provider to terminate Service under Section 2.05.

10.05 Damages Resulting From Any Unauthorized Use

Any charges, costs or damages resulting from any unauthorized use of Service that were not caused by the actions or inactions of the Department, or an End User shall be the liability of Service Provider.

10.06 Interrupt or Terminate Service

Upon notice to Department, Service Provider may interrupt or terminate Service if Service Provider determines that the End User's use of the Service infringes intellectual property rights.

Contract 11.0 - NO WARRANTIES

SERVICE PROVIDER HEREBY EXPRESSLY DISCLAIMS ANY AND ALL IMPLIED WARRANTIES OF ANY NATURE RELATING WHATSOEVER TO THE SERVICE, SOFTWARE OR ANY EQUIPMENT PROVIDED UNDER THIS AGREEMENT, INCLUDING BUT NOT LIMITED TO THE WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR USE.

TO THE EXTENT SERVICE PROVIDER PROVIDES ACCESS TO INFORMATION PROVIDED BY OTHER SOURCES, SERVICE PROVIDER ACCEPTS NO LIABILITY FOR AND MAKES NO WARRANTIES, EXPRESS OR IMPLIED, WITH RESPECT TO THE CONTENT THEREOF.

Contract 12.0 - LIMITATIONS OF LIABILITY

SERVICE PROVIDER'S LIABILITY FOR DAMAGES OR COSTS ARISING FROM ERRORS, OUTAGES, OR FAILURES OF SERVICE, LACK OF SECURITY IN USE OF SERVICE, OR DEFECTS OR MALFUNCTIONS OF THE FACILITIES, OCCURRING IN THE COURSE OF PERFORMING UNDER THIS AGREEMENT, REGARDLESS OF THE LEGAL BASIS FOR SUCH CLAIM, SHALL IN ANY EVENT BE LIMITED TO AN AMOUNT EQUAL TO THE PROPORTIONATE CHARGE TO THE DEPARTMENT FOR THE PERIOD OF SERVICE DURING WHICH SUCH ERRORS, OUTAGES, FAILURES, DEFECTS, OR MALFUNCTIONS OF EQUIPMENT OCCUR, SUBJECT TO THE ADDITIONAL LIMITATIONS BELOW. THE ABOVE LIMITATION DOES NOT INCLUDE ANY POTENTIAL LIABILITY FOR INTENTIONAL TORTS.

NO PARTY SHALL BE LIABLE TO ANOTHER FOR SPECIAL, INDIRECT, PUNITIVE, OR CONSEQUENTIAL DAMAGES, INCLUDING LOST DATA OR RECORDS (EXCEPT TO THE EXTENT THE SERVICE PROVIDER IS REQUIRED TO BACK-UP DATA OR RECORDS), EVEN IF THE PARTY HAS BEEN ADVISED THAT SUCH DAMAGES ARE POSSIBLE. NO PARTY SHALL BE LIABLE FOR LOST PROFITS, LOST REVENUE, OR LOST INSTITUTIONAL OPERATING SAVINGS.

THE DEPARTMENT ACKNOWLEDGES THAT SERVICE IS MADE AVAILABLE TO EQUIPMENT ONLY WHEN THE EQUIPMENT IS WITHIN OPERATING RANGE OF THE FACILITIES LOCATED WITHIN THE WIRELESS SYSTEM. SERVICE MAY BE TEMPORARILY REFUSED, INTERRUPTED OR LIMITED FOR MANY REASONS. INDIVIDUAL CONNECTIONS MAY BE "DROPPED" (I.E., INVOLUNTARILY DISCONNECTED) FOR A VARIETY OF REASONS AS WELL. SERVICE PROVIDER SHALL INCUR NO LIABILITY FOR ITS INABILITY TO PROVIDE ADEQUATE SERVICES HEREUNDER IF SUCH INABILITY IS DUE TO THE LACK OF NETWORK COVERAGE, NETWORK CAPACITY, OR TO CAUSES BEYOND THE SERVICE PROVIDER'S REASONABLE CONTROL. NOR SHALL SERVICE PROVIDER BE RESPONSIBLE FOR ANY ACT OR OMISSION RELATED TO THIRD PARTY EQUIPMENT OR SYSTEMS USED IN CONNECTION WITH THE SERVICE.

WIRELESS SYSTEMS USE RADIO CHANNELS TO TRANSMIT VOICE AND DATA COMMUNICATIONS OVER A COMPLEX NETWORK, AND PRIVACY CANNOT BE

GUARANTEED. SO LONG AS THE SERVICE PROVIDER HAS TAKEN REASONABLE PRECAUTIONS AND COMPLIED WITH THE TERMS OF THIS AGREEMENT, THE DEPARTMENT AGREES THAT SERVICE PROVIDER SHALL NOT BE LIABLE TO THE DEPARTMENT OR TO END USERS FOR ANY SUCH LACK OF PRIVACY.

FOR ALL CLAIMS AGAINST SERVICE PROVIDER RELATING TO THE SERVICES PROVIDED UNDER THIS AGREEMENT, AND REGARDLESS OF THE BASIS ON WHICH THE CLAIMS ARE MADE, THE SERVICE PROVIDER'S LIABILITY FOR DIRECT DAMAGES SHALL BE LIMITED TO \$1,000,000.

THESE LIMITATIONS SHALL NOT APPLY TO CLAIMS ARISING UNDER THE INDEMNIFICATION PROVISIONS IN THIS AGREEMENT, OR UNDER SECTIONS 15.10 (COMPLIANCE WITH LAWS) OR 15.11 (E-RATE) OF THIS AGREEMENT.

Contract 13.0 - INDEMNIFICATION

13.01 Indemnification

Service Provider shall be fully liable for the actions of its agents, employees, partners, or subcontractors and shall fully indemnify, defend, and hold harmless the State, the Department, the SUNCOM Clients and the End Users, and their officers, agents, and employees, from suits, actions, damages, and costs of every name and description, including attorneys' fees, arising from or relating to the a breach of this Agreement by Service Provider. However, the foregoing shall not apply for that portion of any loss or damages proximately caused by the negligent act or omission of the State, the Department, a SUNCOM Client or an End User.

13.02 Conditions to Indemnification

Service Provider's obligations under the preceding paragraph with respect to any legal action are contingent upon the party seeking indemnification giving Service Provider (i) written notice of any action or threatened action, (ii) the opportunity to take over and settle or defend any such action at Service Provider's sole expense, and (iii) reasonable assistance in defending the action at Service Provider's sole expense. Service Provider shall not be liable for any settlement or compromise made by the State, the Department, a SUNCOM Client or any End User in any legal action without Service Provider's prior written consent, which shall not be unreasonably withheld.

Contract 14.0 - DISPUTES

Any dispute concerning performance of the Agreement, except for billing disputes, shall be decided by the Department's Contract Manager, who shall reduce the decision to writing and serve a copy on Service Provider. The decision shall be final and conclusive unless within twenty one (21) days from the date of receipt, Service Provider files with the Department a petition for administrative hearing. The Department's decision on the petition shall be final, subject to Service Provider's right to review pursuant to Chapter 120 of the Florida Statutes. Exhaustion of administrative remedies is an absolute condition precedent to Service Provider's ability to pursue any other form of dispute resolution; provided, however, that the parties may employ the alternative dispute resolution procedures outlined in Chapter 120.

Without limiting the foregoing, the exclusive venue of any legal or equitable action that arises out of or relates to the Agreement shall be the appropriate State court in Leon County, Florida. In any such action, Florida law shall apply and the parties waive any right to jury trial.

Contract 15.0 – MISCELLANEOUS

15.01 Scrutinized Companies Lists

In executing this contract, Service Provider certifies that it is not listed on either the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to section 215.473, Florida Statutes. Pursuant to section 287.135(5), Florida Statutes, Service Provider agrees the Department may immediately terminate this contract for cause if the Service Provider is found to have submitted a false certification or if Service Provider is placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List during the term of the contract.

15.02 Annual Appropriations

The State's performance and obligation to pay under this contract are contingent upon an annual appropriation by the Legislature.

15.03 Waiver

The delay or failure by either party to exercise or enforce any of its rights under this Agreement shall not constitute or be deemed a waiver of that party's right thereafter to enforce those rights, nor shall any single or partial exercise of any such right preclude any other or further exercise thereof or the exercise of any other right.

15.04 Public Records

The Department may terminate this Agreement if Service Provider refuses to allow public access to all documents, papers, letters, or other material made or received by Service Provider in conjunction with this Agreement, unless the records are exempt from Section 24(a) of Article I of the State Constitution and Section 119.07(1), Florida Statutes.

15.05 Contractual Obligations

Neither party is authorized to act as an agent for, or legal representative of, the other party, nor shall either party have authority to assume or create any obligation on behalf of, in the name of, or that shall be binding upon, the other party.

15.06 No Subcontracting

The Service Provider may not subcontract any of the Services without the Department's prior written consent. The Service Provider shall not be released of its contractual obligation to the Department because of any subcontract.

15.07 Notices

Except as otherwise provided in this Agreement, all notices required or permitted to be given hereunder shall be in writing and shall be delivered (a) personally; (b) by certified mail, return receipt requested; (c) by an overnight courier service having a record of receipt; or (d) by facsimile, with a confirming copy sent by one of the other three methods described in this sentence. Notices shall be addressed as follows:

- (a) If to Department, notice shall be sent to the Contract Administrator and the Contract Manager (see Section 6.05 above).

If to Service Provider:

Verizon Wireless
Attention: Legal and External Affairs Department
One Verizon Way, VC52S401
Basking Ridge, NJ 07920-1097

with a copy to:
Verizon Wireless
Attention: Area General Counsel
One Verizon Place
Alpharetta, GA 30004

Any party hereto may change its address by a notice given to the other party hereto in the manner set forth above. All notices shall be effective on receipt.

15.08 Force Majeure

The Contractor shall not be responsible for delay resulting from its failure to perform if neither the fault nor the negligence of the Contractor or its employees or agents contributed to the delay and the delay is due directly to acts of God, wars, acts of public enemies, strikes, fires, floods, or other similar cause wholly beyond the Contractor's control, or for any of the foregoing that affect subcontractors or Contractors if no alternate source of supply is available to the Contractor. In case of any delay the Contractor believes is excusable, the Contractor shall notify the Customer in writing of the delay or potential delay and describe the cause of the delay either (1) within ten (10) days after the cause that creates or will create the delay first arose, if the Contractor could reasonably foresee that a delay could occur as a result, or (2) if delay is not reasonably foreseeable, within five (5) days after the date the Contractor first had reason to believe that a delay could result. THE FOREGOING SHALL CONSTITUTE THE CONTRACTOR'S SOLE REMEDY OR EXCUSE WITH RESPECT TO DELAY. Providing notice in strict accordance with this paragraph is a condition precedent to such remedy. No claim for damages, other than for an extension of time, shall be asserted against the Customer. The Contractor shall not be entitled to an increase in the Contract price or payment of any kind from the Customer 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 from any cause whatsoever. If performance is suspended or delayed, in whole or in part, due to any of the causes described in this paragraph, after the causes have ceased to exist the Contractor shall perform at no increased cost, unless the Customer determines, in its sole discretion, that the delay will significantly impair the value of the Contract to the State or to Customers, in which case the Customer may (1) accept allocated performance or deliveries from the Contractor, provided that the Contractor grants preferential treatment to Customers with respect to products subjected to allocation, or (2) purchase from other sources (without recourse to and by the Contractor for the related costs and expenses) to replace all or part of the products that are the subject of the delay, which purchases may be deducted from the Contract quantity, or (3) terminate the Contract in whole or in part.

15.09 Ethical Responsibilities

Each party shall be governed in all its dealings with respect to this Agreement by the highest standards of honesty, integrity, and fair dealing. Notwithstanding, the Department shall meet the requirements of Chapter 112, Florida Statutes where applicable.

15.10 Compliance With Laws

Service Provider and the Department shall at all times comply in all material respects with all laws, rules, codes, ordinances, and licensing requirements and regulations applicable to the performance of this Agreement and the conduct of their business, including those of federal, State, and local agencies

having jurisdiction and authority. By way of non-exhaustive example, Chapter 287, Florida Statutes, and Chapters 60A-1 and 60FF, Florida Administrative Code, governs the Agreement. By way of further non-exhaustive example, Service Provider shall comply with Section 247A(e) of the Immigration and Nationalization Act, the Americans with Disabilities Act, and all prohibitions against discrimination on the basis of race, religion, sex, creed, national origin, handicap, marital status, or veteran's status. Violation of such laws shall be grounds for Agreement termination.

For additional information regarding SUNCOM rules and statutes, please reference the following link:
http://dms.myflorida.com/suncom/suncom_customer_resources/rules_and_statutes

15.11 E-Rate

The Schools and Libraries Program of the federal Universal Service Fund, commonly known as "E-Rate," is administered by the Universal Service Administrative Company (USAC), through its Schools and Libraries Division (SLD), under the direction of the Federal Communications Commission (FCC). The program provides discounts to assist most schools and libraries in the United States to obtain affordable eligible telecommunications, Internet access, and internal connections. SUNCOM Clients who have applied for E-Rate funding for eligible services and equipment from Service Provider are referred to herein as "E-Rate SUNCOM Clients."

Service Provider must have obtained or applied to obtain a Service Provider Identification Number (SPIN) from USAC prior to execution of the Agreement and shall provide relevant SPIN(s) to the Department. Service Provider also is required to submit a Service Provider Annual Certification (SPAC) (Form 473) to USAC each funding year to certify that it will comply with E-Rate rules and regulations. Service Provider shall maintain eligibility as an E-Rate service provider and shall avoid being placed on Red Light status by the FCC for the duration of the Agreement.

During the term of the Agreement, Service Provider shall be required to take all appropriate action to provide services in compliance with the terms and conditions of the Agreement and E-Rate rules and regulations. If Service Provider becomes ineligible as an E-Rate service provider during the term of the Agreement or becomes unwilling or unable to provide E-Rate eligible services in compliance with the Agreement and E-Rate rules and regulations, the Department and its E-Rate SUNCOM Clients shall change service providers and, if applicable, seek substitute services in accordance with applicable E-Rate rules and procedures. If during the term of the Agreement, due to circumstances within Service Provider's control, Service Provider becomes ineligible as an E-Rate service provider, becomes unwilling or unable to provide E-Rate eligible services in compliance with E-Rate rules and regulations or the Agreement, or violates E-Rate rules and regulations in a way that causes USAC to deny E-Rate SUNCOM Clients funding in whole or in part, the following shall apply:

- A.** Service Provider shall be liable for the actual direct damages incurred by the Department and any affected E-Rate SUNCOM Clients that have complied with the applicable E-Rate rules and regulations.
 - 1.** In the event that the Department and its E-Rate SUNCOM Clients change service providers and seek substitute services pursuant to the above paragraph, direct damages shall include but not be limited to any amounts paid to the substituted service provider above Service Provider's price under this Agreement. In the event the Department or such E-Rate SUNCOM Clients are unable to obtain USAC approval to change to the new provider as a provider under E-Rate rules and such USAC denial is a result of Service Provider's intentional acts, gross negligence, or willful misconduct, Service Provider will also be liable for the amount of E-Rate funding forfeited as a result.

2. Service Provider shall continue to provide the affected services to the Department and any affected E-Rate SUNCOM Clients until such time as the Department and any affected E-Rate SUNCOM Clients obtain services from a new service provider as set forth above (Transition Period). If the Department or E-Rate SUNCOM Clients are unable to obtain E-Rate funding for the Service Provider services for the Transition Period as a result of Service Provider's intentional acts, gross negligence, or willful misconduct, the Department and E-Rate SUNCOM Clients will not be responsible to pay Service Provider for the amounts left unfunded by E-Rate for that Transition Period.
3. If Service Provider violation of the E-Rate rules and regulations is a reason for E-Rate SUNCOM Clients' loss or forfeiture of E-Rate funding, in whole or in part, the value of the lost funding associated with Service Provider violation will be considered direct damage under this subparagraph A..

In no event shall Service Provider be liable for direct damages as set forth in 1. or 3. above or be required to perform as set forth in 2. above, beyond the last day of the E-Rate funding year in which Service Provider becomes ineligible as a provider under E-Rate, becomes unwilling or unable to provide E-Rate eligible services in compliance with E-Rate rules and regulations or the Agreement, or violates E-Rate rules and regulations in a way that causes USAC to deny E-Rate SUNCOM Clients funding in whole or in part.

In addition, for purposes of clarification and to avoid confusion, the Department will not hold Service Provider responsible and Service Provider will not be liable pursuant to subparagraph A. above, if Service Provider becomes ineligible as an E-Rate provider during the term of the Agreement, becomes unwilling or unable to provide E-Rate eligible services in compliance with E-Rate rules and regulations or the Agreement, or violates E-Rate rules and regulations in a way that causes USAC to deny E-Rate SUNCOM Clients funding in whole or in part, due to circumstances that are determined to be beyond Service Provider's control.

In recognition of the lead time required to apply for E-Rate funding, existing E-Rate clients shall be entitled to continue utilizing the previous agreements as incorporated into this Agreement as **Exhibit 6**, currently in effect between the State of Florida and Service Provider until the end of the 2012-2013 E-Rate funding year, in the event the parties mutually agree that E-Rate funding is determined by the parties to be in jeopardy.

- B.** Invoicing. The Department acknowledges that it has posted an E-Rate Form 470 in connection with the procurement, which is a prerequisite to E-Rate eligible entities utilizing the Agreement awarded as a result of the procurement as the basis of E-Rate funding applications. Additionally, the Department acknowledges that some SUNCOM Clients may be eligible and apply for discounts under E-Rate. Both Service Provider and the Department agree that:
1. E-Rate has specific rules and regulations regarding the manner in which USAC and SLD approve funding requests, are presented billing and conducts audits in connections with funding under the E-Rate program; and
 2. In order to ensure that the billing mechanisms and processes established pursuant to this Agreement with respect to the applications of SUNCOM Clients for discounts under the E-Rate program are in compliance with the E-Rate program requirements and

regulations, the duties and responsibilities of each party are set forth in Section 5.07.06 (Invoicing) of **Exhibit 2 – Business Process and Operation**.

15.12 Advertising

Subject to Chapter 119, Florida Statutes, Service Provider shall not publicly disseminate any information concerning the Agreement without prior written approval from the Department, including, but not limited to mentioning the Agreement in a press release or other promotional material, identifying the Department or the State as a reference, or otherwise linking Service Provider's name and either a description of the Agreement or the name of the State, the Department or any SUNCOM Client in any material published, either in print or electronically, to any entity that is not a party to Agreement, except potential or actual authorized distributors, dealers, resellers, or service representative.

15.13 Assignment

No rights or obligations hereunder shall be assigned or delegated, in whole or in part, by either party to any other person, firm, corporation, or other entity without the other party's prior written consent, which consent will not be unreasonably withheld. Notwithstanding the foregoing, Service Provider may assign this Agreement to an entity to whom the outstanding common stock or substantially all the assets of Service Provider are transferred after first receiving FCC and other necessary governmental approvals. For purposes of this provision, any change in the ultimate control of a party, by stock sale, merger, consolidation, or any other means, shall constitute an assignment subject to the consent requirements hereof.

15.14 Employees, Subcontractors, and Agents

All Service Provider employees, subcontractors, or agents performing work under the Agreement shall be properly trained technicians who meet or exceed any specified training qualifications. Upon request, Service Provider shall furnish a copy of technical certification or other proof of qualification. All employees, subcontractors, or agents performing work under the Agreement must comply with all security and administrative requirements of the Department and shall comply with all controlling laws and regulations relevant to the services they are providing under the Agreement. As required by law, the State may conduct, and Service Provider shall not impede, a security background check or otherwise assess any employee, subcontractor, or agent furnished by Service Provider. The State may refuse access to, or require replacement of, any personnel for cause, including, but not limited to, technical or training qualifications, quality of work, change in security status, or non-compliance with a Department's security or other requirements. Such approval shall not relieve Service Provider of its obligation to perform all work in compliance with the Agreement. The State may reject and bar from any facility for cause any of Service Provider's employees, subcontractors, or agents.

15.15 Governmental Restrictions

If Service Provider believes that any governmental restrictions have been imposed that require alteration of the material, quality, workmanship or performance of the products offered under the Agreement, Service Provider shall immediately notify the Department in writing, indicating the specific restriction. The Department reserves the right and the complete discretion to accept any such alteration or to cancel the Agreement at no further expense to the Department.

15.16 Lobbying and Integrity

The Service Provider shall not, in connection with this or any other agreement with the State, directly or indirectly (i) offer, confer, or agree to confer any pecuniary benefit on anyone as consideration for any State officer or employee's decision, opinion, recommendation, vote, other exercise of discretion, or violation of a known legal duty, or (ii) offer, give, or agree to give to anyone any gratuity for the benefit of, or at the direction or request of, any State officer or employee. For purposes of clause (ii), "gratuity" means any payment of more than nominal monetary value in the form of cash, travel,

entertainment, gifts, meals, lodging, loans, subscriptions, advances, deposits of money, services, employment, or contracts of any kind. Upon request of the Department's Inspector General, or other authorized State official, Service Provider shall provide any type of information the Inspector General deems relevant to Service Provider's integrity or responsibility. Such information may include, but shall not be limited to, Service Provider's business or financial records, documents, or files of any type or form that refer to or relate to the Agreement. The Service Provider shall retain such records for the longer of (i) three years after the expiration of the Agreement or (ii) the period required by the General Records Schedules maintained by the Florida Department of State (available at: <http://dhis.dos.state.fl.us/barm/genschedules/gensched.htm>). The Service Provider agrees to reimburse the State for the reasonable costs of investigation incurred by the Inspector General or other authorized State official for investigations of Service Provider's compliance with the terms of this or any other agreement between Service Provider and the State which results in the suspension or debarment of Service Provider. Such costs shall include, but shall not be limited to: salaries of investigators, including overtime; travel and lodging expenses; and expert witness and documentary fees. The Service Provider shall not be responsible for any costs of investigations that do not result in Service Provider's suspension or debarment.

15.17 Warranty of Ability to Perform

The Service Provider warrants that, to the best of its knowledge, there is no pending or threatened action, proceeding, or investigation, or any other legal or financial condition, that would in any way prohibit, restrain, or diminish Service Provider's ability to satisfy its obligations hereunder. The Service Provider warrants that neither it nor any affiliate is currently on the convicted vendor list maintained pursuant to Section 287.133, Florida Statutes, or on any similar list maintained by any other state or the federal government. The Service Provider shall immediately notify the Department in writing if its ability to perform is compromised in any manner during the term of the Agreement.

15.18 Modification of Terms

The Agreement contains all the terms and conditions agreed upon by the parties, which terms and conditions shall govern all transactions between the Department and Service Provider. The Agreement may only be modified or amended upon mutual written agreement of the Department and Service Provider. No oral agreements or representations shall be valid or binding upon the Department or Service Provider. No alteration or modification of the Agreement terms, including substitution of product, shall be valid or binding against the Department. The Service Provider may not unilaterally modify the terms of the Agreement by affixing additional terms to product upon delivery (e.g., attachment or inclusion of standard preprinted forms, product literature, "shrink wrap" terms accompanying or affixed to a product, whether written or electronic) or by incorporating such terms onto Service Provider's order or fiscal forms or other documents forwarded by Service Provider for payment. The Department's acceptance of product or processing of documentation on forms furnished by Service Provider for approval or payment shall not constitute acceptance of the proposed modification to terms and conditions.

If a SUNCOM Client or the Department previously entered into a written agreement for the purchase of any Service from Service Provider, the provisions of such earlier agreement shall be subject to the terms for transition as set forth in **Exhibit 2 – Business Process and Operations** and no early cancellation fees shall apply.

15.19 *FHP and Associated or Similar Number

Service Provider will allow the Department, SUNCOM Clients, and its End Users in Florida to dial *FHP and other associated or similar numbers at no additional charge.

15.20 Successors and Assigns

This Agreement shall be binding upon, and inure to the benefit of, the parties hereto and their respective successors and permitted assigns.

15.21 Execution in Counterparts

The Agreement may be executed in counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

15.22 Severability

If a court deems any provision of the Agreement void or unenforceable, that provision shall be enforced only to the extent that it is not in violation of law or is not otherwise unenforceable and all other provisions shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized officers as of the dates signed below.

STATE OF FLORIDA
DEPARTMENT OF MANAGEMENT SERVICES

Approved as to form and legality by the...
Department's Office of the General Counsel






John P. Miles, Secretary

January 20, 2012
Date

1-20-2012
Date

VERIZON WIRELESS PERSONAL COMMUNICATIONS LP (A DELAWARE LP) D/B/A
VERIZON WIRELESS AND VERIZON WIRELESS OF THE EAST LP BY VERIZON
WIRELESS OF GEORGIA LLC, ITS GENERAL PARTNER BY CELCO PARTNERSHIP,
ITS SOLE MEMBER D/B/A VERIZON WIRELESS


Todd Loeschano, Executive Director
Enterprise & Government

20 Jan 2012
Date

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**STATE OF FLORIDA
DEPARTMENT OF MANAGEMENT SERVICES**

Approved as to form and legality by the
Department's Office of the General Counsel

John P. Miles, Secretary

Date

Date

**VERIZON WIRELESS PERSONAL COMMUNICATIONS LP (A DELAWARE LP) D/B/A
VERIZON WIRELESS AND VERIZON WIRELESS OF THE EAST LP BY VERIZON
WIRELESS OF GEORGIA LLC, ITS GENERAL PARTNER BY CELLCO PARTNERSHIP,
ITS SOLE MEMBER D/B/A VERIZON WIRELESS**



**Todd Loccisano, Executive Director
Enterprise & Government**

Date

20-JAN-2012

Verizon Wireless Price Sheet

State of Florida DMS-10/11-008C

STATE OF FLORIDA CUSTOM PER UNIT PLANS AND FEATURES

Custom State of Florida Nationwide Voice Per Minute Calling Plan

The calling plan below reflects the monthly access charge discount. No additional discounts apply.

200 Text/Picture/Video Message Option
600 Mobile to Mobile Minutes (82587)

No Domestic Roaming or Long Distance Charges
600 Night and Weekend Minutes (72711)

SOFL Plan Number	Monthly Access Charge Per Line	Domestic Anytime Voice Allowance Minutes Per Month	Domestic Anytime Voice Minutes Per Month	Voice Per Minute Rate
1.19a through 1.23a (86680)	\$0.00	0	2,784,000 - 4,075,999	\$0.049
Text, Picture & Video Messaging		Per the applicable Custom State of Florida SMS/MMS Per Message Feature rate		
Domestic Data Sent or Received		\$1.99 per MB or per Data Package		

Notes: Conventional and Smartphone Devices Only. See attached Plan and Feature Details for important information about calling plans, features and options. 3G/4G Smartphones and 3G/4G Multimedia Phones require a data package. 4G service requires 4G equipment and 4G coverage. Must request SMS and/or MMS option to receive 200 included Text/Picture/Video messages option. PTT Plus service requires; PTT Plus feature, PTT Plus enabled device, and PTT Plus coverage. Pricing is based on the current State of Florida, Department of Management Services' quarterly commitment selection and is subject to change. Please refer to the Mobile Communication Services (MCS) Contract DMS-10/11-008C for further details.

Custom State of Florida Nationwide Mobile Broadband Machine to Machine (M2M) Per Megabyte Calling Plan

The calling plan below reflects the monthly access charge discount. No additional discounts apply.

Data for Telemetry (M2M) devices only

This plan may NOT be used for email

SOFL Plan Number	Machine to Machine (M2M) Monthly Access Charge Per Line	Domestic Megabytes (MB) Allowance Per Month	Domestic Megabytes (MB) Per Month	Data Per Megabyte Rate
2.1a (86693)	\$0.00	0	1 - 999,999	\$0.099
National Access Roaming per KB		\$0.002 (Canada) \$0.005 (Mexico)		

Notes: See attached Plan and Feature Details for important information about calling plans, features and options. Subscribers must supply their own authenticated Equipment (CPE) to be activated on these plans Pricing is based on the current State of Florida, Department of Management Services' quarterly commitment selection and is subject to change. Please refer to the Mobile Communication Services (MCS) Contract DMS-10/11-008C for further details.

Custom State of Florida Nationwide Push to Talk Plus (PTT) Per Line Calling Plan or Feature

The calling plan below reflects the monthly access charge discount. No additional discounts apply.

Conventional (Basic) Device Plan		Smartphone Device Feature		
SOFL Plan Number	Monthly Access Charge Per Line	Tier Domestic Anytime PTT Plus Lines Per Month	Domestic Anytime Voice Allowance Minutes Per Month	
			Conventional (Basic) Device Plan	Smartphone Device Feature
2B.1 through 2B.18 (PTT+ 94976)	\$10.00	1 - 8,999	0	Per selected voice calling plan requirements
Mobile to Mobile Calling	Unlimited			
Data Sent/Received	Per the data package selected or Per the voice calling plan.			

PTT Plus service requires PTT Plus enabled device and coverage. Pricing is based on the current State of Florida, Department of Management Services' quarterly commitment selection and is subject to change. Please refer to the Mobile Communication Services (MCS) Contract DMS-10/11-008C for further details.

Custom State of Florida Nationwide Push to Talk Plus (PTT) Per Line Calling Plan or Feature (INTEROPERABILITY)

The calling plan below reflects the monthly access charge discount. No additional discounts apply.

Conventional (Basic) Device Plan		Smartphone Device Feature		
SOFL Plan Number	Monthly Access Charge Per Line	Domestic Anytime PTT Plus Lines Per Month	Domestic Anytime Voice Allowance Minutes Per Month	
			As a plan:	As a feature:
2B.1 through 2B.18 (PTT+ 94976)	\$10.00	1 - 8,999	0	Per the voice calling plan
Mobile to Mobile Calling	Unlimited			
Data Sent/Received	Per the data package selected or Per the voice calling plan.			

PTT Plus service requires PTT Plus enabled device and coverage. PTT Plus Interoperability requires an Interoperability Gateway, PTT Plus enabled device, and coverage. Pricing is based on the current State of Florida, Department of Management Services' quarterly commitment selection and is subject to change. Please refer to the Mobile Communication Services (MCS) Contract DMS-10/11-008C for further details.

Custom State of Florida SMS Per Message Feature

The calling features below reflect the monthly access charge discount. No additional discounts apply.

SMS (Text Messaging)				
SOFL Plan Number	Monthly Access Charge	Domestic Message Allowance	Domestic Messages Per Month	Per SMS Message Rate (Sent/Received)
3.1 through 3.13 (77847)	\$0.00	0	1 - 450,999	\$0.02

SMS (Text) Messaging: Text Messaging includes Short Message Service (SMS up to 160 characters) and Enhanced Messaging Service (EMS up to 1120 characters). Enhanced Text Messages sent to most SMS handsets will be delivered as multiple Text messages of up to 160 characters each. Subscribers have the option to have text messages disabled entirely without affecting voicemail or other related services. Text Messaging plans do not include Operator Assisted Messaging or International Messaging, which is available for 25¢ per message sent and 20¢ per message received; see <http://vtext.com> for details and countries. Pricing is based on the current State of Florida, Department of Management Services' quarterly commitment selection and is subject to change. Please refer to the Mobile Communication Services (MCS) Contract DMS-10/11-008C for further details.

Custom State of Florida MMS Per Message Feature

The calling features below reflect the monthly access charge discount. No additional discounts apply.

MMS (Picture and Video Messaging)

SOFL Plan Number	Monthly Access Charge	Domestic Message Allowance	Domestic Messages Per Month	Per MMS Message Rate (Sent/Received)
3.1 through 3.25 (77848)	\$0.00	0	1 - 1,608,999	\$0.05

Multi-Media Messaging (MMS): Multi-Media Messaging (MMS) includes picture and video messaging and is only available within the National Enhanced Services Rate and Coverage Area. In addition, MMS messages are \$0.25 per message, per address. In addition to the MMS per message charges, MMS uses calling plan Anytime Minutes or kilobytes. Subscribers have the option to have text messages disabled entirely without affecting voicemail or other related services. Text Messaging plans do not include Operator Assisted Messaging or International Messaging, which is available for 25¢ per message sent and 20¢ per message received; see <http://vtext.com> for details and countries. Pricing is based on the current State of Florida, Department of Management Services' quarterly commitment selection and is subject to change. Please refer to the Mobile Communication Services (MCS) Contract DMS-10/11-008C for further details.

Custom State of Florida SMS Broadcast Per Message Feature

The calling features below reflect the monthly access charge discount. No additional discounts apply.

SMS Broadcast (Text) Messaging

SOFL Plan Number	Monthly Access Charge	Domestic Message Allowance	Domestic Messages Per Month	Per SMS Message Rate (Sent/Received)
3B.1 through 3B.25 (77847)	\$0.00	0	1 – 130,999	\$0.02

SMS (Text) Messaging: Text Messaging includes Short Message Service (SMS up to 160 characters) and Enhanced Messaging Service (EMS up to 1120 characters). Enhanced Text Messages sent to most SMS handsets will be delivered as multiple Text messages of up to 160 characters each. Subscribers have the option to have text messages disabled entirely without affecting voicemail or other related services. Pricing is based on the current State of Florida, Department of Management Services' quarterly commitment selection and is subject to change. Please refer to the Mobile Communication Services (MCS) Contract DMS-10/11-008C for further details.

WIRELESS VOICE

Custom State of Florida Voice Calling Plans

The calling plans below reflect the monthly access charge discount. No additional discounts apply.

Unlimited Night & Weekend Minutes

SOFL Plan Number	Domestic Anytime Minutes	Conventional and Smartphone Devices Monthly Access Charge	Overage Rate	Domestic Voice Roaming (Outside Florida)
6.1a (86192)	250	\$20.60	\$0.041	\$0.103
6.4a (86193)	600	\$30.90	\$0.041	\$0.103
Data Sent or Received		\$1.99 per MB or per Data Package		
Optional Feature				
Domestic Push-to-Talk Plus		\$0.00		

Notes: See attached Plan and Feature Details for important information about calling plans, features and options. 3G/4G Smartphones and 3G/4G Multimedia Phones require a data package. 4G service requires 4G equipment and 4G coverage. PTT Plus service requires PTT Plus enabled device and coverage.

Custom State of Florida Unlimited Voice Calling Plan

The calling plan below reflects the monthly access charge discount. No additional discounts apply.

No Domestic Long Distance Charges

SOFL Plan Number	Domestic Anytime Allowance Minutes*	Conventional and Smartphone Devices Monthly Access Charge	Overage Rate	Domestic Voice Roaming (Outside Florida)
6.6a(86194)	Unlimited	\$41.20	N/A	\$0.103 (includes PTT+)
Data Sent or Received		\$1.99 per MB or per Data Package		
Optional Feature				
Domestic Push-to-Talk Plus		\$0.00		

Notes: See attached Plan and Feature Details for important information about calling plans, features and options. *Overage Rate applies after allowance. 3G/4G Smartphones and 3G/4G Multimedia Phones require a data package. 4G service requires 4G equipment and 4G coverage. PTT Plus service requires PTT Plus enabled device and coverage.

Custom State of Florida Nationwide Voice Calling Plans

The calling plans below reflect the monthly access charge discount. No additional discounts apply.

Unlimited National Mobile to Mobile Calling Minutes

Unlimited Night & Weekend Minutes

No Domestic Roaming or Long Distance Charges

SOFL Plan Number	Domestic Anytime Allowance Minutes*	Conventional and Smartphone Devices Monthly Access Charge	Overage Rate	Voice Roaming (Canada and Mexico)
6.1a(86195)	250	\$25.75	\$0.052	\$0.69
6.4a (86196)	600	\$36.05	\$0.052	\$0.69
Data Sent or Received		\$1.99 per MB or per Data Package		
Optional Feature				
Domestic Push-to-Talk Plus		\$0.00		

Notes: See attached Plan and Feature Details for important information about calling plans, features and options. *Overage Rate applies after allowance. 3G/4G Smartphones and 3G/4G Multimedia Phones require a data package. 4G service requires 4G equipment and 4G coverage. PTT Plus service requires PTT Plus enabled device and coverage.

Custom State of Florida Unlimited Nationwide Voice Calling Plan

The calling plans below reflect the monthly access charge discount. No additional discounts apply.

SOFL Plan Number	Domestic Anytime Allowance Minutes*	Conventional and Smartphone Devices Monthly Access Charge	Overage Rate	Voice Roaming (Canada and Mexico)
6.6a (86197)	Unlimited	\$51.50	N/A	\$0.69 (includes PTT+)
Data Sent or Received		\$1.99 per MB or per Data Package		
Optional Feature				
Domestic Push-to-Talk Plus		\$0.00		

Notes: See attached Plan and Feature Details for important information about calling plans, features and options. *Overage Rate applies after allowance. 3G/4G Smartphones and 3G/4G Multimedia Phones require a data package. 4G service requires 4G equipment and 4G coverage. PTT Plus service requires PTT Plus enabled device and coverage.

Custom State of Florida All Inclusive Unlimited Nationwide Voice & Messaging Plan

The calling plans below reflect the monthly access charge discount. No additional discounts apply.

Conventional and Smartphone/BlackBerry Devices					
SOFL Plan Number	Monthly Access Charge Per Line	Nationwide Voice Allowance	Domestic Tethering Allowance	Overate Rate	Unlimited Text, Picture, Video Messaging and Data
6.1d(86768-3G)	\$51.00	Unlimited	5GB	\$10.30/GB	Included

Notes: See attached Plan and Feature Details for important information about calling plans, features and options. Overage Rate applies after allowance. 4G service requires 4G equipment and 4G coverage.

Custom State of Florida All Inclusive Unlimited Nationwide Voice & Messaging Plan (Hotspot)

The calling plans below reflect the monthly access charge discount. No additional discounts apply.

Conventional and Smartphone/BlackBerry Devices					
SOFL Plan Number	Monthly Access Charge Per Line	Nationwide Voice Allowance	4G Domestic Hotspot/Tethering	Overate Rate	Unlimited Text, Picture, Video Messaging and Data
6.1d (86769-4G)	\$51.00	Unlimited	5GB	\$10.30/GB	Included

Notes: See attached Plan and Feature Details for important information about calling plans, features and options. Overage Rate applies after allowance. 4G service requires 4G equipment and 4G coverage.

WIRELESS DATA

Custom State of Florida Aircard Data Plans

The calling plans below reflect the monthly access charge discount. No additional discounts apply.

Data for modem devices only

SOFL Plan Number	Monthly Access Charge Per Line	Domestic Data Allowance	Overage Rate	Unlimited Text Messaging
6.1b(86226)	\$20.60	500MB	\$0.00849per MB	Included
6.2b(86227)	\$25.75	1,000MB		
6.3b(86228)	\$30.90	2,000MB		
6.4b(86229)	\$36.05	Unlimited	N/A	

Notes: See attached Plan and Feature Details for important information about calling plans, features and options. Overage Rate applies after allowance.

Custom State of Florida Smartphone Data Feature Packages

The calling plans below reflect the monthly access charge discount. No additional discounts apply.

Data for Smartphone devices only

SOFL Plan Number	Monthly Access Charge Per Line	Domestic Data Allowance	Overage Rate	Unlimited Text and MMS messaging
6.6b(77294 and 79789)	\$15.45	500MB	\$0.00849 per MB	Included*
6.7b(77295 and 79790)	\$20.60	1,000MB		
Exhibit 6B(79740 and 79791)	\$23.69	2,000MB		

Notes: See attached Plan and Feature Details for important information about calling plans, features and options. Overage Rate applies after allowance. 4G service requires 4G equipment and 4G coverage. *Not included with the State of Florida Nationwide Custom Pooled Voice Services Plans.

Custom State of Florida Smartphone Unlimited Data Feature Package

The calling plan below reflects the monthly access charge discount. No additional discounts apply.

Data for Smartphone devices only

SOFL Plan Number	Monthly Access Charge Per Line	Domestic Data Allowance	Overage Rate	Unlimited Text and MMS messaging and tethering
6.8b(79407-4G and 79409-3G), (79781-4G and 79780-3G)	\$32.96	Unlimited*	N/A	Included**

Notes: See attached Plan and Feature Details for important information about calling plans, features and options. Overage Rate applies after allowance. 4G service requires 4G equipment and 4G coverage. *Verizon Wireless will limit the data throughput speeds should 25 GB of data usage be reached in any given billing cycle on any line. Data throughput speeds for additional usage will be limited for the remainder of the then-current bill cycle for the line(s) that exceed the 25 GB high-speed data usage threshold. We reserve the right to adjust data throughput limitation thresholds to as low as 5GB with prior written notice **Not available when bundled with the State of Florida Nationwide Custom Pooled Voice Services Plans.

Custom State of Florida BlackBerry Data Feature Packages

The calling plans below reflect the monthly access charge discount. No additional discounts apply.

Data for BlackBerry devices only

SOFL Plan Number	Monthly Access Charge Per Line	Domestic Data Allowance	Overage Rate	Unlimited Text and MMS Messaging
6.10b(77294 and 79789)	\$15.45	500MB	\$0.00849per MB	Included*
6.11b(77295 and 79790)	\$20.60	1,000MB		
Exhibit 6B(79740 and 79791)	\$23.69	2,000MB		

Notes: See attached Plan and Feature Details for important information about calling plans, features and options. Overage Rate applies after allowance. 4G service requires 4G equipment and 4G coverage. *Not included with the State of Florida Nationwide Custom Pooled Voice Services Plans

Custom State of Florida BlackBerry Unlimited Data Feature Package

The calling plan below reflects the monthly access charge discount. No additional discounts apply.

Data for BlackBerry devices only

SOFL Plan Number	Monthly Access Charge Per Line	Domestic Data Allowance	Overage Rate	Unlimited Text and MMS messaging and tethering
6.12b(79407-4G and 79409-3G), (79781-4G and 79780-3G)	\$32.96	Unlimited*	N/A	Included**

Notes: See attached Plan and Feature Details for important information about calling plans, features and options. 4G service requires 4G equipment and 4G coverage. *Verizon Wireless will limit the data throughput speeds should 25 GB of data usage be reached in any given billing cycle on any line. Data throughput speeds for additional usage will be limited for the remainder of the then-current bill cycle for the line(s) that exceed the 25 GB high-speed data usage threshold. We reserve the right to adjust data throughput limitation thresholds to as low as 5GB with prior written notice **Not available when bundled with the State of Florida Nationwide Custom Pooled Voice Services Plans

Custom State of Florida Tablet/iPad Data Plans

The calling plans below reflect the monthly access charge discount. No additional discounts apply.

Data for Tablet/iPad devices only

SOFL Plan Number	Monthly Access Charge Per Line	Domestic Data Allowance	Overage Rate
6.13b(86226)	\$20.60	500MB	\$0.00849 per MB
6.14b(86227)	\$25.75	1,000MB	
6.15b(86228)	\$30.90	2,000MB	

Notes: See attached Plan and Feature Details for important information about calling plans, features and options. Overage Rate applies after allowance. 4G service requires 4G equipment and 4G coverage.

Custom State of Florida Tablet/iPad Unlimited Data Plans

The calling plan below reflects the monthly access charge discount. No additional discounts apply.

Data for Tablet/iPad devices only

SOFL Plan Number	Monthly Access Charge Per Line	Domestic Data Allowance	Overage Rate
6.16b(86229)	\$36.05	Unlimited*	N/A

Notes: See attached Plan and Feature Details for important information about calling plans, features and options. 4G service requires 4G equipment and 4G coverage. *Verizon Wireless will limit the data throughput speeds should 25 GB of data usage be reached in any given billing cycle on any line. Data throughput speeds for additional usage will be limited for the remainder of the then-current bill cycle for the line(s) that exceed the 25 GB high-speed data usage threshold. We reserve the right to adjust data throughput limitation thresholds to as low as 5GB with prior written notice

Public Sector Mobile Broadband Share Plans: Government Subscribers Only

The calling plans below reflect the monthly access charge discount. No additional discounts apply.

Public Sector Mobile Broadband	5 Gigabytes	10 Gigabytes	20 Gigabytes
Monthly Access Charge	\$34.99 (90237)	\$59.99 (90240)	\$99.99 (90241)
Shared Domestic Data Allowance	5GB	10GB	20GB
Overage Per Gigabyte	\$8.00 Per Gigabyte		

Note: This plan is available for domestic data only devices, on the Verizon Wireless network only. **Data Sharing:** At the end of each bill cycle, any unused data allowances for lines sharing on the same account will be applied to the overages of the other lines on the same account beginning with the line with the lowest overage need. Plan changes may not take effect until the billing cycle following the change request. New activations on these service plans require 4G LTE devices. Existing customers transitioning to one of these service plans are able to utilize existing 3G devices. The 5GB, 10GB, and 20GB Public Sector Mobile Broadband Plans are able to share with each other.

Custom State of Florida Mobile Broadband Connect Feature

The calling feature below reflects the monthly access charge discount. No additional discounts apply.

With a Mobile Broadband Connect capable Smartphone/BlackBerry devices only

SOFL Plan Number	Monthly Access Charge Per Line	Domestic Data Allowance	Per Minute Rate and Long distance
6.1f (76404-4G, 76405-3G)	\$10.00	Unlimited*	Per the Voice Plan

Notes: See attached Plan and Feature Details for important information about plans, features and options. Mobile Broadband Connect is currently available on select voice and data devices, and provides Mobile Broadband/NationalAccess service utilizing the device as a modem. A mobile office kit, VZAccess Manager Software, a cable for tethering and/ or a software update may be required. Bluetooth® is not supported with Mobile Broadband Connect. Feature may only be added onto an eligible plan coupled with a Custom State of Florida Smartphone or BlackBerry Data Feature Package (SOFL Plans 6.6b, 6.7b, 6.10b, 6.11b and Exhibit 6B). Per Minute Rate applies to voice calls, IS-95 and other non-NationalAccess data usage in the United States. For optional features, the underlying calling plan determines the rates for voice airtime, and domestic long distance. *Verizon Wireless will limit the data throughput speeds should 25 GB of data usage be reached in any given billing cycle on any line. Data throughput speeds for additional usage will be limited for the remainder of the then-current bill cycle for the line(s) that exceed the 25 GB high-speed data usage threshold. We reserve the right to adjust data throughput limitation thresholds to as low as 5GB with prior written notice

Custom State of Florida Nationwide Wireless PDA/BlackBerry Data Plan with MHS

The calling plans below reflect the monthly access charge discount. No additional discounts apply.

Data for PDA/BlackBerry devices only

Monthly Access Charge Per Line	Domestic Data Allowance with Mobile Hot Spot (MHS)	Nationwide Calling Rate	Unlimited Mobile to Mobile, Nights and Weekends, Text, Picture and Video Messaging
\$35.99(93445)	Unlimited*	\$0.052 per minute	Included

Notes: See attached Plan and Feature Details for important information about calling plans, features and options. 4G service requires 4G equipment and 4G coverage. *Verizon Wireless will limit the data throughput speeds should 25 GB of data usage be reached in any given billing cycle on any line. Data throughput speeds for additional usage will be limited for the remainder of the then-current bill cycle for the line(s) that exceed the 25 GB high-speed data usage threshold. We reserve the right to adjust data throughput limitation thresholds to as low as 5GB with prior written notice

Mobile Broadband Machine to Machine (M2M) Share Group 1 Plans - Low Usage

The calling plans below reflect the monthly access charge discount. No additional discounts apply.

Mobile Broadband Machine-to-Machine Plans	1 Megabyte	5 Megabytes	25 Megabytes	50 Megabytes	150 Megabytes
Domestic Shared Data Allowance Per Month	1 MB (87640)	5 MB (87641)	25 MB (87642)	50 MB (87643)	150MB (87644)
Monthly Access Charge	\$5.00	\$7.00	\$10.00	\$15.00	\$18.00
Overage Rate Per Megabyte	\$1.00				

Mobile Broadband Machine to Machine (M2M) Share Group 2 Plans - High Usage

The calling plans below reflect the monthly access charge discount. No additional discounts apply.

Mobile Broadband Machine-to-Machine Plans	250 Megabytes	1 Gigabyte	5 Gigabytes	10 Gigabytes
Domestic Data Allowance Per Month	250 MB (87645)	1 GB (87646)	5 GB (87647)	10 GB (87648)
Monthly Access Charge	\$20.00	\$25.00	\$38.50	\$61.60
Overage Rate Per Megabyte	\$0.015			

Note: Machine to Machine coverage included the Verizon Wireless 4G, 3G and 3G Extended networks. See attached Calling Plan and Feature Details for important information about calling plans, features and options. Government Subscribers may supply their own authenticated Equipment (CPE) approved by Verizon Wireless to be activated on these plans. Netbook, Smartphone, and Tablet devices are not eligible for Mobile Broadband M2M pricing. 4G service requires 4G Telemetry equipment and 4G coverage. All terms and conditions of the Agreement apply to M2M service and M2M Lines as a Wireless Service. Customer may select either the Account Share or Multi-Account Share option on the Mobile broadband Machine-to-Machine (M2M) Share Plans.

Machine to Machine Wireless Backup Router Plan

This Plan is NOT eligible for Monthly Access Fee Discounts.

Monthly Access	Data Allowance	Overage Rate
\$10.00 (86847-3G, 86848-4G)	25 MB	\$10.00 per GB

Note: This plan is restricted to Verizon Wireless network use only; domestic and international roaming not available. Current data coverage details can be found at www.verizonwireless.com. 4G service requires 4G equipment and 4G coverage. Customer must maintain a minimum of five (5) active M2M Lines to be eligible for this plan. Customer must provide its own Equipment, approved for use on the Verizon Wireless network, when activating service on this plan. Not all wireless routers can be provisioned on this plan.

This plan is approved for use as a backup solution for business continuity only and may not be used for primary connectivity. Verizon Wireless reserves the right to migrate lines on this plan to the standard 5 GB M2M Plan if usage on a line provisioned on this plan exceeds one GB for three consecutive bill cycles.

Public Sector Mobile Broadband Machine to Machine (M2M) Share Plans: Government Subscribers Only

The calling plans below reflect the monthly access charge discount. No additional discounts apply.

Public Sector Mobile Broadband	5 Gigabytes	10 Gigabytes	20 Gigabytes
Monthly Access Charge	\$34.99 (90231)	\$59.99 (90234)	\$99.99 (90235)
Shared Domestic Data Allowance	5GB	10GB	20GB
Overage Per Gigabyte	\$8.00 Per Gigabyte		

Note: This plan is available for domestic data only devices, on the Verizon Wireless network only. **Data Sharing:** At the end of each bill cycle, any unused data allowances for lines sharing on the same account will be applied to the overages of the other lines on the same account beginning with the line with the lowest overage need. Plan changes may not take effect until the billing cycle following the change request. New activations on these service plans require 4G LTE devices. Netbook, Smartphone, and Tablet devices are not eligible for Mobile Broadband M2M.

pricing. Existing customers transitioning to one of these service plans are able to utilize existing 3G devices. The 5GB, 10GB, and 20GB Public Sector Mobile Broadband Machine to Machine Plans are able to share with each other.

Custom Flat Rate Mobile Broadband - Government

Government Subscribers Only

This plan is not eligible for monthly access fee discounts.

Monthly Access Fee	\$34.99
Domestic Data Allowance*	Unlimited
Overage Rate per KB	NA

NOTE: Subject to the Mobile Broadband terms and conditions; additional terms and conditions apply to Unlimited, Megabyte (MB), and Smartphone data Plans. Throughput speeds on the Custom Flat Rate Mobile Broadband will be limited up to 600kbps throughout the duration of each billing cycle while on the Verizon Wireless 4G network only. Data speeds are not guaranteed while on Extended or roaming partner networks. Devices utilized in conjunction with the Custom Flat Rate Mobile Broadband plan are limited to mobile (non-stationary) applications. Dedicated internet connections on stationary router devices and streaming video on stationary video surveillance cameras are expressly prohibited on this rate plan.

Custom Mobile Broadband Plan II – Government

Government Subscribers Only

This plan is not eligible for monthly access fee discounts.

Monthly Access Fee	\$44.99
Domestic Data Allowance	Unlimited
Overage Rate Per KB	NA

NOTE: Subject to the Mobile Broadband terms and conditions; additional terms and conditions apply to Unlimited, Megabyte (MB), and Smartphone data Plans. Verizon Wireless will limit throughput of data speeds should 30GB of data be used within a given bill cycle. Devices utilized in conjunction with the Custom Mobile Broadband Plan II are limited to mobile (non-stationary) applications. Data speeds are not guaranteed while on Extended or roaming partner networks. Dedicated internet connections on stationary router devices and streaming video on stationary video surveillance cameras are expressly prohibited on this rate plan.

**Custom 4G Unlimited Smartphone Plan for Public Sector
State of Florida - Government Subscribers Only
This plan is not eligible for additional monthly access fee discounts.**

Monthly Access Fee	\$50.00
Data Allowance¹	Unlimited
Mobile Hotspot²	Unlimited
Monthly Anytime Minutes	Unlimited
Domestic Long Distance Toll Free	Included
Domestic and International Messaging Allowance³	Unlimited

Notes: No domestic roaming or long distance charges. Coverage includes the Verizon Wireless 4G network; and the 3G and 3G Extended networks, while available. Usage outside of the United States will be billed at the international travel feature rate, if applicable, or pay as you go pricing, which can be found at www.verizonwireless.com/international. Only a 4G smartphone can be activated on this plan.

¹After 10 GB of data usage on a line during any billing cycle, usage may be prioritized behind other customers in the event of network congestion. To ensure users are able to maximize their high-speed data use for business applications, video applications will stream at up to 480p.

²Mobile Hotspot is available on all capable devices and allows the line to share data allowance with multiple Wi-Fi enabled devices. If 10 GB of Mobile Hotspot data usage is exceeded on any line in any given billing cycle, Verizon Wireless will limit the data throughput speeds for additional usage for the remainder of the then-current billing cycle for the line that exceeds the data usage.

³Unlimited messaging from within the United States to anywhere in the world where messaging services are available. For other messaging rates go to www.verizonwireless.com.

The "Custom 4G Unlimited Smartphone Plan for Public Sector – State of Florida Government" is eligible to use Travel Pass SPO code 383. Please visit <https://www.verizonwireless.com/solutions-and-services/international/>

GLOBAL SERVICES

International Options Monthly Features: Mexico and Canada

The calling features below reflect the monthly access fee discount. No additional discounts apply.

International Options Monthly Features: Mexico and Canada	0 Voice Minutes	0 Voice Minutes	100 Voice Minutes	250 Voice Minutes	500 Voice Minutes
Monthly Access Fee	\$10.00 (SPO 428)	\$20.00 (SPO 426)	\$15.00 (SPO 441)	\$30.00 (SPO 425)	\$25.00 (SPO 443)
Monthly Access Fee less discount	\$10.00	\$20.00	\$15.00	\$22.50	\$18.75
Voice Overage Rate	Pay Go		\$0.10/minute		\$0.05/minute
Data Allowance ¹	100 MB	250 MB	100 MB	250 MB	1 GB
Data Overage Rate After Allowance ²	\$10.00/100 MB				\$20.00/1 GB
Messaging Allowance ³	Pay Go		100 sent; unlimited incoming	250 sent; unlimited incoming	500 sent; unlimited incoming
Messaging Overage Rate After Allowance ²	Pay Go		\$0.10/Sent Message		\$0.05/Sent Message

Notes: Current coverage details and additional information can be found at www.verizonwireless.com. ¹The data allowance applies in Canada and Mexico only, where coverage is available. All data usage, including dedicated Mobile Hotspot, deducts from the same data allowance. Requires an eligible domestic data plan or feature and a International GSM capable device. ²The overage rate is not eligible for discounts. ³Multimedia messages (MMS) are included in the allowance, but incur data transport charges (deducts from the International data allowance). Pay Go rates for International Voice, International Messaging, and Data Roaming can be found at www.verizonwireless.com/International.

This is a monthly feature and will be removed from the account one month after being added to an account.

International Options Monthly Features : 140+ Countries

The calling features below reflect the monthly access fee discount. No additional discounts apply.

International Options Monthly Features: 140+ Countries	0 Voice Minutes	0 Voice Minutes	100 Voice Minutes	250 Voice Minutes
Monthly Access Fee	\$25.00 (SPO 431)	\$50.00 (SPO 433)	\$40.00 (SPO 445)	\$85.00 (SPO 423)
Monthly Access Fee less discount	\$18.75	\$37.50	\$30.00	\$63.75
Voice Overage Rate	Pay Go		\$0.25/minute	
Data Allowance ¹	100 MB	250 MB	100 MB	250 MB
Data Overage Rate After Allowance ²	\$25.00/100 MB			
Messaging Allowance ³	Pay Go		100 sent; unlimited incoming	250 sent; unlimited incoming
Messaging Overage Rate After Allowance ²	Pay Go		\$0.25/Sent Message	

Notes: Current coverage details and additional information can be found at www.verizonwireless.com. ¹The data allowance applies in 140+Countries, where coverage is available. All data usage, including dedicated Mobile Hotspot, deducts from the same data allowance. Requires an eligible domestic data plan or feature and a International GSM capable device. ²The overage rate is not eligible for discounts. ³Multimedia messages (MMS) are included in the allowance, but incur data transport charges (deducts from the International data allowance). Pay Go rates for International Voice, International Messaging, and Data Roaming can be found at www.verizonwireless.com/International.

This is a monthly feature and will be removed from the account one month after being added to an account.

International Options Monthly Recurring Features: Mexico and Canada

The calling features below reflect the monthly access fee discount. No additional discounts apply.

International Options Monthly Recurring Features: Mexico and Canada	0 Voice Minutes	0 Voice Minutes	100 Voice Minutes	250 Voice Minutes	500 Voice Minutes
Monthly Access Fee	\$10.00 (SPO 427)	\$20.00 (SPO 446)	\$15.00 (SPO 434)	\$30.00 (SPO 424)	\$25.00 (SPO 442)
Monthly Access Fee less discount	\$10.00	\$20.00	\$15.00	\$22.50	\$18.75
Voice Overage Rate	Pay Go		\$0.10/minute		\$0.05/minute
Data Allowance ¹	100 MB	250 MB	100 MB	250 MB	1 GB
Data Overage Rate After Allowance ²	\$10.00/100 MB				\$20.00/1 GB
Messaging Allowance ³	Pay Go		100 sent; unlimited incoming	250 sent; unlimited incoming	500 sent; unlimited incoming
Messaging Overage Rate After Allowance ²	Pay Go		\$0.10/Sent Message		\$0.05/Sent Message

Notes: Current coverage details and additional information can be found at www.verizonwireless.com. ¹The data allowance applies in Canada and Mexico only, where coverage is available. All data usage, including dedicated Mobile Hotspot, deducts from the same data allowance. Requires an eligible domestic data plan or feature and a International GSM capable device. ²The overage rate is not eligible for discounts. ³Multimedia messages (MMS) are included in the allowance, but incur data transport charges (deducts from the International data allowance). Pay Go rates for International Voice, International Messaging, and Data Roaming can be found at www.verizonwireless.com/International.

This is a recurring feature and will remain on the account until removed.

International Options Monthly Recurring Features: 140+ Countries

The calling features below reflect the monthly access fee discount. No additional discounts apply.

International Options Monthly Recurring Features: 140+ Countries	0 Voice Minutes	0 Voice Minutes	100 Voice Minutes	250 Voice Minutes
Monthly Access Fee	\$25.00 (SPO 412)	\$50.00 (SPO 432)	\$40.00 (SPO 444)	\$85.00 (SPO 422)
Monthly Access Fee less discount	\$18.75	\$37.50	\$30.00	\$63.75
Voice Overage Rate	Pay Go		\$0.25/minute	
Data Allowance ¹	100 MB	250 MB	100 MB	250 MB
Data Overage Rate After Allowance ²	\$25.00/100 MB			
Messaging Allowance ³	Pay Go		100 sent; unlimited incoming	250 sent; unlimited incoming
Messaging Overage Rate After Allowance ²	Pay Go		\$0.25/Sent Message	

Notes: Current coverage details and additional information can be found at www.verizonwireless.com. ¹The data allowance applies in 140+ Countries, where coverage is available. All data usage, including dedicated Mobile Hotspot, deducts from the same data allowance. Requires an eligible domestic data plan or feature and a International GSM capable device. ²The overage rate is not eligible for discounts. ³Multimedia messages (MMS) are included in the allowance, but incur data transport charges (deducts from the International data allowance). Pay Go rates for International Voice, International Messaging, and Data Roaming can be found at www.verizonwireless.com/International.

This is a recurring feature and will remain on the account until removed.

Global Data Optional Features

The Data Packages are eligible for monthly access fee discounts and promotions, when available.

Monthly Access Fee	Allowance	Rate per MB (Canada)	Rate per MB (Mexico)	Rate per MB (Rest of the World)
N/A	N/A	\$2.05/MB	\$5.12/MB	\$20.48/MB

Notes: Current coverage details and list of Global Data Countries can be found at www.verizonwireless.com/International. See Calling Plan Optional Features section for important information about calling plans, features and options. Applies to all global-capable phones and internet devices. Customer must subscribe to a domestic Mobile Hotspot plan to use the service globally. The majority of your monthly usage must be in the United States. All data usage, including tethering and hotspot, deducts from the same data allowance.

ADDITIONAL WIRELESS FEATURES

Custom State of Florida SMS/MMS Messaging Features

The calling features below reflect the monthly access charge discount. No additional discounts apply.

Text, Picture or Video Messaging for Conventional (Basic) and Smartphone devices only

SOFL Plan Number	Monthly Access Charge Per Line	Domestic Message Allowance	Overage Rate
6.1c(77328)	\$2.00	300 messages	\$0.05 per message
6.2c(77341)	\$3.00	500 messages	
6.3c(77329)	\$7.00	Unlimited	N/A

Text Messaging: Text Messaging includes Short Message Service (SMS up to 160 characters) and Enhanced Messaging Service (EMS up to 1120 characters). Enhanced Text Messages sent to most SMS handsets will be delivered as multiple Text messages of up to 160 characters each. Subscribers have the option to have text messages disabled entirely without affecting voicemail or other related services. Overage Rate applies after allowance. Text Messaging plans do not include Operator Assisted Messaging or International Messaging, which is available for 25¢ per message sent and 20¢ per message received; see <http://vtext.com> for details and countries. **Multi-Media Messaging (MMS):** Multi-Media Messaging (MMS) includes picture and video messaging and is only available within the National Enhanced Services Rate and Coverage Area. In addition, MMS messages are \$0.25 per message, per address. In addition to the MMS per message charges, MMS uses calling plan Anytime Minutes or kilobytes.

Custom State of Florida Field Force Manager Features

The calling plans below reflect the monthly access charge discount. No additional discounts apply.

Conventional (Basic) Phone or Smartphone

	Limited	Basic	Pro*
Monthly Access Charge	\$9.99 per user (75681 for Basic and Smartphone)	\$20.00 per user (76722 - Basic) (76637 – Smartphone)	\$25.00 per user (76723 - Basic) (76638 – Smartphone)

Notes: Current coverage details can be found at www.verizonwireless.com. See attached Plan and Feature Details for important information about calling plans, features and options. Field Force Manager ("FFM") Features may only be added onto a Custom State of Florida calling plan with a monthly access fee of \$20.00 or higher. Data plan required. Requires a minimum 500 MB Data Package for Smartphones. FFM is available on select devices only. *FFM Pro is not available on all devices. If the Block Voice Feature is removed, a per minute rate of \$0.25 shall apply for all voice calls. Downloading the FFM application requires approximately 2 MB (megabytes) of data.

Push to Talk Plus License (PTT+): Government Subscribers Only

Push to Talk License licenses are not eligible for any further discounts.

Product	Monthly Access
Tablet	\$3.75
Inter-carrier (only any device)	\$3.75
3rd Party Web (HTML) API Client	\$3.75
Dispatch (License) Windows PC with PTT and mapping	\$22.50

Notes: Current coverage details can be found at www.verizonwireless.com. See attached Calling Plan and Feature Details for important information about calling plans, features and options. Push to Talk license only. Push to Talk Plus requires PTT+ capable device.

Land Mobile Radio (LMR) for PTT+ : Government Subscribers Only

Push to Talk Plus service is required.

LMR licenses are not eligible for any further discounts.

Product	Monthly Access
LMR Channel per account	\$0.00

Notes: Customer may have multiple channels.

LMR FEATURE Only

(When added to a Basic/Smartphone Device with PTT+)

Basic/Smartphone Devices (FEATURE)	\$4.50 (85280)
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Notes: LMR cannot be added to any device without Domestic Push to Talk Plus. Push to Talk Plus requires PTT+ capable device.

LMR License bundled with PTT+ License

Tablet	\$8.25
Inter-carrier (any device)	\$8.25
3rd Party Web (HTML) API Client	\$8.25

Notes: Current coverage details can be found at www.verizonwireless.com. See attached Calling Plan and Feature Details for important information about calling plans, features and options. Land Mobile Radio (LMR) Interoperability works with all PTT+ capable devices. To use PTT+, Customer needs a PTT+ feature (or a software license for tablets and dispatch) and a PTT+ compatible device. An Internet Protocol (IP) link is required to connect Verizon's PTT+ service with the customer's LMR network through the "IP Gateway". By purchasing the Land Mobile Radio for PTT+ Customer consents to the tracking of Land Mobile Radio for PTT+ equipment and must obtain authorized consent to tracking from all users and affected persons. No guarantee of accuracy of information transmitted, disclosed, displayed or otherwise conveyed or used. Service could be interrupted or disrupted due to atmospheric conditions, inaccurate ephemeris data and other factors associated with use of satellites and satellite data.

PTT+ LMR Interoperability Deployment Services.

The below services provide for the integration and deployment of Verizon PTT+ with a customer's LMR network based on either a ROIP (Radio Over IP) or ISSI (Inter Sub-System Interface) LMR network architecture.

Radio Over Internet Protocol (ROIP) and Inter Sub-System Interface (ISSI) Virtual Deployment							
Additional Discounts Not to Apply for Virtual Deployments.							
*Virtual Deployment type	Price	Provided Via Email	Provided Via Phone	Project Management	Configuration of Equipment	Testing of Equipment	Up to 4 Talk Groups
	Software Plan Id and Description						
Onetime Fee							
ROIP Assisted Virtual Deployment	\$2,500 623458: PTT+/LMR Assisted Install: ONE TIME	Included	Not Included	Not Included	Not Included	Not Included	Not Included
Onetime Fee							
ROIP Managed Virtual Deployment	\$8,000 623459: PTT+/LMR Managed Remote: ONE TIME	Included	Included	Included	Included	Included	Included
Onetime Fee							
ISSI Managed Virtual Deployment	\$25,000 623461: PTT+/LMR Managed	Included	Included	Included	Included	Included	Included

	Plus P25: ONE TIME						
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Note: *Customer must select a type of Virtual Deployment; selection cannot be mixed and/or matched. Customer must also purchase separately a ROIP gateway and cables. Customer must physically install the gateway and provide Virtual Private Network (“VPN”) connectivity to the gateway. In addition, Customer must purchase an associated Land Mobile Radio (“LMR”) feature and associated authorizations.

Virtual Deployments include on-boarding one single facility, accessible by Customer site to site VPN (Verizon Wireless will not go on-site for any Virtual Deployment).

Warranty: Verizon Wireless makes no warranties, express or implied, with respect to ROIP or ISSI Virtual Deployment which it provides to Customer on an “AS IS” basis “WITH ALL FAULTS” and “AS AVAILABLE.” The accuracy, timeliness, completeness, suitability, or availability of any aspect of ROIP or ISSI Virtual Deployment cannot be guaranteed. THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT ARE HEREBY EXPRESSLY DISCLAIMED IN THEIR ENTIRETY.

ROIP Assisted Virtual Deployment

Customer Requirements:

Physical Installation and configuration.	Access to add network elements to Customer’s network (IT administration).
VPN turn up capability (IP Network expertise).	Purchase and configure ROIP Gateway(s) and cables for connected LMR.
Assign a single point of contact.	Provide mobile radio for connectivity to each channel connected to ROIP Gateway(s).
Assign individual to receive and program ROIP Gateway(s) (The customer must have an acute knowledge on how to program land mobile radio equipment).	Provide VPN peer details.

Virtual Deployment provided: ROIP Assisted Virtual Deployment is only provided via email. Requests for deployment assistance can be reached at KODVZLMRSupport@motorolasolutions.com.

ROIP Assisted Virtual Deployment ends once a successful configuration and functional test occur:

A successful configuration for ROIP and ISSI occurs when:

- Backhaul connectivity successfully verified with IP gateway VPN
- Two-way traffic observed inside backhaul interface
- LMR Group Mobile Directory Number’s (MDN) ordered and recorded

A successful functional test occurs when based on the following criteria:

RoIP Virtual Deployment:

- Verizon Push to Talk (PTT) Plus Service has LMR linked group published over the air to handsets
- Verizon PTT Plus Service originated group calls to RoIP Gateway successful
- RoIP Gateway originated group calls to Verizon PTT Plus Service successful

ISSI Virtual Deployment:

- Verizon PTT Plus Service has LMR linked group published over the air to handsets
- Verizon PTT Plus Service originated group calls to ISSI Interconnect successful
- Talker ID Alias of LMR Group MDN observed on Verizon Push to Talk Plus Service handsets when LMR User is speaking

ROIP Managed Virtual Deployment and ISSI Managed Virtual Deployment

Virtual Deployment Includes:

Working with Customer to engineer network segments for ROIP	Engage with Customer on VPN solution completion
Develop milestones	Verify Customer is configured in PTT Plus Service
Project manage critical milestones	Finalize ROIP Gateway tuning settings including latency and call setup timers based on Customer's network.
Present final design	Validate all configuration steps of the IP Gateway
Define technical parameters for VPN	Configure ROIP Gateway(s)

Requests for managed deployment assistance can be reached at:

Phone Requests: (469) 476-0820

Email Requests: KODVZLMRSupport@motorolasolutions.com.

Customer Requirements: Customer shall be required to do the following:

Assign a project Single Point of Contact.	Provide mobile / portable radio for connectivity to each channel connected to ROIP Gateway(s).
Backhaul Technology Selection.	Manage schedule and report availability for turn up.
Provide VPN Peer Details.	Approve necessary authorizations to be billed to the account.
Order IP Gateway.	Review designs.
Complete Site Survey Web Form.	Provide resulting LMR Group MDN authorization numbers assigned in Enterprise Contact Management (ECM) Tool to Verizon.
Physical Installation.	Approve the one-time Virtual Deployment charges for managed install.
Build Talk Groups in PTT+ online portal Enterprise Contact Management (ECM), including ROIP Gateway authorization.	Configure VPN on local network to data center.
Assign single point of contact for VPN configuration.	Customer to confirm the required networking elements completed.
Assign individual to receive ROIP Gateway(s).	Configure network elements as needed (if sourced as a part of project).
Access to add network elements to Customer's network.	Test and successfully complete calls between Push to Talk Plus Service and the LMR network.
Purchase separately ROIP Gateway(s) and cables for connected LMR.	

ROIP Managed Virtual Deployment and ISSI Managed Virtual Deployment end once a successful configuration and functional test occur:

A successful configuration for ROIP or ISSI occurs when:

- Backhaul connectivity successfully verified with IP gateway VPN
- Two-way traffic observed inside backhaul interface
- LMR Group MDN(s) ordered and recorded

A successful functional test occurs when based on the following criteria:

RoIP Virtual Deployment:

- Verizon PTT Plus Service has LMR linked group published over the air to handsets
- Verizon PTT Plus Service originated group calls to RoIP Gateway successful
- RoIP Gateway originated group calls to Verizon PTT Plus Service successful

ISSI Virtual Deployment:

- Verizon PTT Plus Service has LMR linked group published over the air to handsets
- Verizon PTT Plus Service originated group calls to ISSI Interconnect successful
- Talker ID Alias of LMR Group MDN observed on Verizon PTT Plus Service handsets when LMR User is speaking

Digital Signage Service

Fees include purchase costs of the Media Player and the Digital Signage service, which includes a software license and data, as set forth below.

LTE Media Player Hardware

Charge Frequency	Description	Hardware SKU	Price
One time	LTE Media Player	VZW090000280009	\$450.00 includes shipping.* Taxes not included.

*Shipping is ground 3 to 5 days.

Digital Signage Service Fees

Digital Signage Service ¹ The fees are NOT eligible for discounts.		
Plan**	Monthly Software License Access Fee per Media Player	Data Allowance
Basic	\$40.00	Unlimited ²
Premium	\$55.00	Unlimited ³

Notes: The Digital Signage service is for use only in the United States on the Verizon Wireless 4G network. Coverage details and additional information can be found at www.verizonwireless.com. **Only a Media Player may be activated on the Digital Signage service. Voice calling and text messaging are blocked on this plan. If the voice block feature is removed, there will be a \$0.25 per minute charge for voice calls. If the text messaging block is removed, default rates will apply. Detailed billing information will only be available online and the account will require its own unique log in credentials.

¹Consists of the monthly software license fee, data and access to the Portal, which includes device management, mobile app, reporting and analytics, campaign scheduling, weather and news widgets, etc.

²Usage may be prioritized behind other customers in the event of network congestion.

³After 22 GB of data usage on a line during any billing cycle, usage may be prioritized behind other customers in the event of network congestion.

Name ID Features

The features below reflect the monthly access charge discount. No additional discounts apply

Feature	Monthly Access
Share Name ID*	\$0.00
Company Name ID	\$1.99 per line

Note: Depending upon the service provider and/or carrier to which the called party is subscribed, the called party may or may not be able to view the caller's name.

1. *Share name ID requires Call Filter Plus (Formerly Known as Caller Name ID) to be on the called device for the name to display which costs \$2.99 and also needs a contract amendment. Share name ID allows customer to customize name displayed across all devices on account.
2. Company Name ID requires Call Filter Plus (formerly known as Caller Name ID) to be on the called device for the name to display which costs \$2.99 and also needs a contract amendment. Company Name ID sends custom name and custom number (personalized on each number) to devices enabled with Call Filter Plus. Users must be in My Business.

Call Filter Plus Service Fees

This feature is NOT eligible for monthly access fee discounts.

Monthly Access Fee ¹	\$2.99
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Notes: Additional feature information can be found at www.verizonwireless.com. ¹This feature can only be added onto an eligible device. Call Filter service is eligible for Android and iOS customers when they enroll and activate on a smartphone device. Call filter is not available on all call, all devices and in all areas. The Call Filter app is pre-loaded on most capable devices or can be downloaded from the app store. * Once enabled all lines have the ability to access call filter. Call filter features are billed separately; however, all supported options will appear and cannot be blocked.

Call Filter Free Service

This feature is NOT eligible for monthly access fee discounts.

Monthly Access Fee ¹	\$0.00
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Notes: Additional feature information can be found at www.verizonwireless.com. ¹This feature can only be added onto an eligible device. Call Filter service is eligible for Android and iOS customers when they enroll and activate on a smartphone device. Call filter is not available on all call, all devices and in all areas. The Call Filter app is pre-loaded on most capable devices or can be downloaded from the app store. * Once enabled all lines have the ability to access call filter. ** 4G LTE GSM/UMTS capable devices, require VoLTE/HD Voice.

Call filter features are billed separately; however, all supported options will appear and cannot be blocked.

ENHANCED SERVICES AND SOLUTIONS

4G Smartwatch with NumberShare¹ Unlimited Plan - Government

This plan is not eligible for monthly access fee discounts.

Monthly Access Fee	\$10.00 (13413)
Domestic Anytime Minutes	Unlimited
Domestic Data Allowance²	Unlimited
Domestic and International Messaging Allowance³	Unlimited

Notes: Current coverage details and additional plan information can be found at www.verizonwireless.com. This plan is for use only in the United States on the Verizon Wireless 4G network. When NumberShare is active on a 4G Smartwatch, certain services will not work on the Smartwatch device including: Call Forwarding, No Answer Transfer, Busy Transfer, Caller Name ID, Voicemail (access voicemail on the Smartwatch device by dialing the host smartphone number and pin)), and RingBack Tones. Calls and messages to/from blocked contacts will not be blocked on the Smartwatch when NumberSharing with a host smartphone. Verizon does not guarantee that NumberShare will work at all times in every situation and the service works only with eligible devices.

1. Only lines on select smartwatches with the NumberShare service can be activated on this plan. Certain conditions must be met prior to activation. This plan can only be used when paired with a Verizon Wireless Smartphone that has unlimited data.
2. Usage may be prioritized behind other customers in the event of network congestion.
3. Unlimited messaging from within the United States to anywhere in the world where messaging services are available.

Verizon Mobile Device Management (MDM): Government Subscribers Only

Verizon MDM is not eligible for the monthly access charge discount. No additional discounts apply.

Verizon MDM Feature	Access Fee
Enterprise Firmware Over the Air (FOTA) Management¹	\$0.00 (license requirement with service)
Device Diagnostics²	\$0.99 / per device per month
Broadband Hotspot Management³	\$1.49 / per device per month
	OR \$15.00 / per device per year
Unified Endpoint Management	\$1.00 / per device per month
	OR \$10.00 / per device per year

Notes: See attached Calling Plan and Feature Details for important information about calling plans, features and options. MDM supports select devices and operating systems and may require installation of a software agent. MDM features are billed separately; however, all supported options will appear and cannot be blocked. Due to a number of features that require HTML 5, Verizon MDM requires Internet Explorer Version 10 and above to work efficiently. ¹ Enterprise Firmware Over the Air (FOTA) Management supports Android devices, including Jetpacks and USB devices. ² Device Diagnostics supports Verizon Android devices operating on OS 4.0 and higher excluding Apple IOS and Google Pixel/Nexus Devices. ³ Broadband Hotspot Management currently supports the MiFi 7730L, AC791L, Jetpack MiFi 6620L, and USB730L.

MobileIron Enterprise Mobility Management License Fees On-Premise (Core)

(Minimum 500+ MI Core Licenses Required for initial order/installation)

A discount has been applied. MobileIron Licenses and Installation services are not eligible for any further discounts.

On-Premise (Core) (Software Subscription License)

Annual Subscription License Bundle per Device with Direct Support				Annual Subscription License Bundle per User with Direct Support (3 Devices per User)		
License Type	Description/SKU	Monthly Cost	Annual Cost	Description/SKU	Monthly Cost	Annual Cost
Silver	MobileIron Core (on-premise) EMM Silver Bundle per Device	\$3.00	\$36.00	MobileIron Core (on-premise) EMM Silver Bundle per User	\$4.50	\$54.00
	SKU: MICore Silver Per Device			SKU: MICore Silver Per User		
Gold	MobileIron Core (on-premise) EMM Gold Bundle per Device	\$4.50	\$54.00	MobileIron Core (on-premise) EMM Gold Bundle per User	\$6.75	\$81.00
	SKU: MICore Gold Per Device			SKU: MICore Gold Per User		
Platinum	MobileIron Core (on-premise) EMM Platinum Bundle per Device	\$5.63	\$67.50	MobileIron Core (on-premise) EMM Platinum Bundle per User	\$8.63	\$103.50
	SKU: MICore Platinum Per Device			SKU: MICore Platinum Per User		

On-Premise (Core) (Software Perpetual License)

Annual Subscription License Bundle per Device and Direct Support					Annual Subscription License Bundle per User and Direct Support (3 Devices per User)			
Type	Description/SKU	Monthly Cost	Annual Cost	One-Time Cost	Description/SKU	Monthly Cost	Annual Cost	One-Time Cost
Silver License	MobileIron Core (on-premise) EMM Silver per Device Perpetual License	-	-	\$56.25	MobileIron Core (on-premise) EMM Silver per User Perpetual License	-	-	\$82.50
	SKU: MICore Silver Per Device Perpetual License				SKU: MICore Silver Per User Perpetual License			
Silver Support (REQUIRED)	Maintenance Support for MobileIron Core (on-premise) EMM Silver per Device Perpetual License	\$0.94	\$11.25	-	Maintenance Support MobileIron Core (on-premise) EMM Silver per User Perpetual License	\$1.38	\$16.50	-
	SKU: Maintenance Support MICore Silver Per Device Perpetual License				SKU: Maintenance Support MICore Silver Per User Perpetual License			
Gold License	MobileIron Core (on-premise) EMM Gold per Device Perpetual License	-	-	\$82.50	MobileIron Core (on-premise) EMM Gold per User Perpetual License	-	-	\$123.75
	SKU: MICore Gold Per Device Perpetual License				SKU: MICore Gold Per User Perpetual License			

Gold Support (REQUIRED)	Maintenance Support MobileIron Core (on-premise) EMM Gold per Device Perpetual License SKU: Maintenance Support MICore Gold Per Device Perpetual License	\$1.38	\$16.50	-	Maintenance Support MobileIron Core (on-premise) EMM Gold per User Perpetual License SKU: Maintenance Support MICore Gold Per User Perpetual License	\$2.06	\$24.75	-
Platinum License	MobileIron Core (on-premise) EMM Platinum per Device Perpetual License SKU: MICore Platinum Per Device Perpetual License	-	-	\$105.00	MobileIron Core (on-premise) EMM Platinum per User Perpetual License SKU: MICore Platinum Per User Perpetual License	-	-	\$157.50
Platinum Support (REQUIRED)	Maintenance Support MobileIron Core (on-premise) EMM Platinum per Device Perpetual License SKU: Maintenance Support MICore Platinum Per Device Perpetual License	\$1.75	\$21.00	-	Maintenance Support MobileIron Core (on-premise) EMM Platinum per User Perpetual License SKU: Maintenance Support MICore Platinum Per User Perpetual License	\$2.63	\$31.50	-

PROFESSIONAL SERVICES

On-Premise (Core) Installation¹

Support and Maintenance Included

License Type	Description/SKU	One-time Cost ²
Silver	MICore Silver Installation MI-PS-DEPLOY1	\$3,000.00
Gold	MICore Gold Installation MI-PS-DEPLOY2	\$6,000.00
Platinum	MICore Platinum Installation MI-PS-DEPLOY3	\$8,000.00
MobileIron Remote Technical Product Training ³		
Remote Technical Product Training	Up to six (6) hours of training on the features of MobileIron software (e.g. customization, configuration and support) typically divided into three 2-hour sessions.	\$1,500.00

Note. Customer must choose one License Type; selection cannot be mixed and/or matched. ¹A minimum of 500 MobileIron licenses are required for On-Premise (Core) for initial order for new MobileIron Customers. ²On-premise (Core) requires integration and setup with backend systems. Installation charges are prepackaged services providing access to a Professional Services Engineer to assist customer in installing/integrating the MobileIron platform. Pricing above applies to the installation of up to 5,000 MobileIron licenses. If Customer installation requires more than 5,000 MobileIron licenses, MobileIron Premium Implementation Services may apply which provides advisory services and an implementation engineer at a cost of \$25,000.00 to manage large scale deployments; alternatively, Customer may use its own installation services. ³Remote Technical Product Training ("Training") does NOT include any installation or setup activities, project management of the Customer deployment, or roll out or implementation of Software. If Customer should need additional product training hours, additional charges apply. Training must be scheduled within 90 days of MobileIron license and services purchase and must be completed within 180 days of purchase ("Term"). Training costs are nonrefundable.

MobileIron Enterprise Mobility Management License Fees Cloud

(Minimum 25+ MI Cloud Licenses Required for initial order/installation)

A discount has been applied. MobileIron Licenses and Installation services are not eligible for any further discounts.

Cloud License

Annual Subscription License Bundle per Device with Direct Support				Annual Subscription License Bundle per User with Direct Support (3 Devices per User)		
License Type	Description/SKU	Monthly Cost	Annual Cost	Description/SKU	Monthly Cost	Annual Cost
Silver	MobileIron Cloud EMM Silver Bundle per Device	\$3.00	\$36.00	MobileIron Cloud EMM Silver Bundle per User	\$4.50	\$54.00
	SKU: MICloud Silver Per Device			SKU: MICloud Silver Per User		
Gold	MobileIron Cloud EMM Gold Bundle per Device	\$4.50	\$54.00	MobileIron Cloud EMM Gold Bundle per User	\$6.75	\$81.00
	SKU: MICloud Gold Per Device			SKU: MICloud Gold Per User		
Platinum	MobileIron Cloud EMM Platinum Bundle per Device	\$5.63	\$67.50	MobileIron Cloud EMM Platinum Bundle per User	\$8.63	\$103.50
	SKU: MICloud Platinum Per Device			SKU: MICloud Platinum Per User		

PROFESSIONAL SERVICES

Cloud Installation¹

Support and Maintenance Included

License Type	SKU	One-time Cost ²
Silver	MICloud Silver Installation MI-PS-DEPLOY1-MICLOUD	\$1,500.00
Gold	MICloud Gold Installation MI-PS-DEPLOY2-MICLOUD	\$3,000.00
Platinum	MICloud Platinum Installation MI-PS-DEPLOY3-MICLOUD	\$4,000.00

MobileIron Remote Technical Product Training³

Remote Technical Product Training	Up to six (6) hours of training on the features of MobileIron software (e.g. customization, configuration and support) typically divided into three 2-hour sessions.	\$1,500.00
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Note. Customer must choose one License Type; selection cannot be mixed and/or matched. ¹A minimum of 25 MobileIron licenses are required for initial Cloud order for new MobileIron customers. ²MICloud requires integration and setup with backend systems. Installation charges are prepackaged services providing access to a Professional Services Engineer to assist customer in installing/integrating the MobileIron platform. Pricing above applies to the installation of up to 5,000 MobileIron licenses. If Customer installation requires more than 5,000 MobileIron licenses, MobileIron Premium Implementation Services may apply which provides advisory services and an implementation engineer at a cost of \$25,000.00 to manage large scale deployments; alternatively, Customer may use its own installation services. ³Remote Technical Product Training ("Training") does NOT include any installation or setup activities, project management of the Customer deployment, or roll out or implementation of Software. If Customer should need additional product training hours, additional charges apply. Training must be scheduled within 90 days of MobileIron license and services purchase and must be completed within 180 days of purchase ("Term"). Training costs are nonrefundable.

MobileIron Enterprise Mobility Management: Government Subscribers On-Premise and Cloud Managed Service Features

All features are available on both On-premise and Cloud managed installations. Included features are determined by MobileIron License Type

Feature	Functionality	Included Features by License		
		Silver	Gold	Platinum
Apple DEP	Supports Apple DEP (for iOS devices)	✓	✓	✓
Android for Work	Supports AFW (on AFW enabled devices)	✗	✓	✓
Samsung KNOX	Integrates with Samsung KNOX (KNOX sold separately)	✗	✓	✓
Email Access	Secure Active Sync (all bundles) Divide PM (Gold/Platinum bundles for additional fee)	✓	✓	✓
Secure Enterprise Gateway (Sentry)	In-line gateway that manages, encrypts, and secures traffic between the mobile device and back-end enterprise systems. (Requires user setup/installation)	✓	✓	✓
Apps@Work	Enterprise App Store Basic Container	✓	✓	✓
Content Catalog	Secure Doc catalog and publishing (basic content repository)	25 files/ 2MB each	50 files/ 25MB each	
Docs@Work	Access, annotate and share documents from email, and on-premise management repositories	✗	✓	✓
AppConnect	Containerization of Application at Rest App wrapping AppConnect ecosystem (3rd Party applications already compatible with MobileIron container)	✗	✓	✓
Web@Work	Secure Browser Secure data in motion No VPN required	✗	✓	✓
Tunnel	iOS per App VPN native functionality	✗	✗	✓
Help@Work	Customizable app that enables screen sharing on device for trouble shooting for internal customer trouble shooting	✗	✗	✓
Identity@Work	MobileIron's ability to proxy Kerberos allows iOS devices that are not on the corporate network to use iOS 7 SSO without needing to expose the Kerberos Key Distribution Center (KDC)	✗	✗	✓
Service Connect Integrations	ServiceNow integration to streamline IT workflows	✗	✗	✓

Notes. Customer may purchase MobileIron, Inc. ("MobileIron") licenses and services ("MobileIron Services"), to be billed by Verizon Wireless, at the prices listed above. Verizon Wireless is not the licensor of the MobileIron Services and makes no representations or warranties whatsoever, either express or implied, with respect to them. MobileIron Services are manufactured by MobileIron, Inc. Any license for MobileIron Services must be obtained directly from MobileIron either upon purchase or installation of the MobileIron Services. MobileIron Services are subject to MobileIron's terms and conditions and can be viewed here: www.mobileiron.com/legal. Verizon Wireless will direct MobileIron to fulfill Customer's MobileIron Services order. Customer support for MobileIron Services must be obtained directly from MobileIron, Inc. If Verizon Wireless in its sole discretion determines that an inquiry from a subscriber is related to MobileIron Services and is not one concerning Equipment or Wireless Service, it may transfer the service request to appropriate MobileIron representatives.

MobileIron Enterprise Mobility Management Remote Technical Product Training: Government Subscribers

MobileIron Remote Technical Product Training services are not eligible for discounts

Includes up to six (6) hours of MobileIron software training

Common Training Project Activities

Session	Activity	Description
Administrative Training Session 1	Administrative Training – Session 1: <ol style="list-style-type: none"> 1. MobileIron Architecture 2. Installation/Setup Review 3. MobileIron Admin Portal* 4. System Portal 5. User Management 6. Sentry Overview 7. High Availability Overview (if applicable) 	<ul style="list-style-type: none"> • Walk-through of the overall Software architecture • Review installation basics (review only - no installation activity) • Provide a deep dive into the administration portal features and functionality • Provide deployment and configuration set up best practices • Provide policy configuration guidance for common security, sync, and application control policies • Review setup options for Sentry and Core High Availability
Administrative Training Session 2	Administrative Training – Session 2: <ol style="list-style-type: none"> 1. Device Registration/Management Details* 2. Common Troubleshooting Steps 	<ul style="list-style-type: none"> • Provide a deep dive into registering users and the user management tools • Review the most common troubleshooting tips and tricks MobileIron administrators and help-desk staff members encounter during the operational rollout
Help Desk Training	Help Desk Training: <ol style="list-style-type: none"> 1. MobileIron Architecture 2. UI Basics 3. MobileIron Policies 4. User Management 5. Device Registration/Management Details* 	<ul style="list-style-type: none"> • The same topics as above, but covered for the help desk audience supporting, rather than administering, the MobileIron application

Canvas

Canvas is a service that helps you replace paper forms and processes with efficient mobile business apps and forms to save money and time on data collection. Canvas offers 3 plans: Startup Business and Professional. Customers can only select one of the plans at a time (e.g. cannot mix plans on the same account.) Monthly or annual subscription available.

Item Name	Canvas Startup	Canvas Business	Canvas Professional
Number of Users Supported	1 - 5	Unlimited	Unlimited
Monthly Service Fee	\$15.00	\$25.00	\$35.00
Annual Service Fee	\$156.00	\$264.00	\$372.00

Canvas Features

Features	Startup	Business	Professional
Form Submissions	Unlimited	Unlimited	Unlimited
3 rd Party Cloud Integration	✓	✓	✓
App Builder	✓	✓	✓
PDF Designer	✓	✓	✓
Email/Chat Support	✓	✓	✓
Mobile and Web Editing		✓	✓
Phone Support		✓	✓
Dispatch		✓	✓
Submission Status		✓	✓
HIPPA Compliance		✓	✓
Dedicated Support Representative			✓
Dispatch Scheduling			✓
Advanced Password Management			✓
Webservices			✓
Work flow			✓
Canvas Connect			✓

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SAMSUNG Knox FOR ENTERPRISE

Samsung Knox Premium

Knox Premium is a cloud-based cross-platform enterprise mobility management solution combined with an on-device secure container for Samsung devices.

Subscription	Monthly (Month to month)	1 – Year Term (Paid in advance)	2 – Year Term (Paid in advance)
License Fee	\$0.75	\$9.00	\$18.00
SKU#	Knox Premium EMM - Monthly	Knox Premium EMM - 1- Year	Knox Premium EMM - 2-Year

Samsung Knox Workspace

Knox Workspace is an on-device container that isolates business applications and data from personal ones with government-grade security. Knox Workspace also provides enhanced granular controls over device features to enterprise IT administrators. Requires an additional MDM/EMM (like Knox Premium) to manage the container. Manage the container by integrating Knox IT policies with your existing MDM solution. Only available for Samsung Devices.

Subscription	Monthly (Month to month)	1 – Year Term (Paid in advance)	2 – Year Term (Paid in advance)
License Fee	\$2.70	\$32.40	\$64.80
SKU#	Knox Workspace - Monthly	Knox Workspace - 1-Year	Knox Workspace - 2-Year

Knox Customization

Knox Customization is a comprehensive set of tools and services that allow businesses to customize and deploy end-to-end mobile solutions. Transform Samsung devices into purpose-built solutions for any industry. *Requires upfront proof of device ownership.

One Time Charge	\$3.00/per license
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Samsung Knox Solutions

Knox™ is Samsung's mobile device defense-grade security platform. The Knox Platform services multiple user segments through three separate offerings.

Samsung Knox Premium is cloud-based device management that allows users to securely manage the business side of corporate devices. **Samsung Knox Workspace**, another offering, is an enterprise device container that acts as a secure and productive environment for work data and apps.

	Package Name	Samsung Knox Premium	Samsung Knox Workspace
	Target Audience	SMB & Enterprise with basic security needs	Enterprise, Government & Regulated Industries
Components	End-to-end secure mobile platform bundled with Samsung cloud EMM for device management	✓	
	Works on both Android and iOS ecosystems	✓	
	Knox container with essential policy controls	✓	✓

	Knox Workspace container with expanded and advanced policy controls		✓
	IT Admin management of employee devices		✓
	Enterprise can black list/white list apps within the Knox Workspace container		✓
	Can manage VPN profiles in Knox Workspace container		✓

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IBM® MaaS360® Enterprise Mobility Management (EMM)

Unified Endpoint Management (UEM)

IBM MaaS360 Unified Endpoint Management License Fees

A discount has been applied. IBM MaaS360 UEM Licenses and services are not eligible for any further discounts.

IBM MaaS360 UEM offers a comprehensive, highly secure platform that manages and protects Devices and Things (smartphones, tablets, laptops, desktops,) People and Identity (authentication, authorization, Single Sign On, secure use access), Apps and Content combined with cognitive technology.

Subscription License Bundle: per Device (One (1) license per device)				Subscription License Bundle: per User (One (1) license per single user with multiple devices)		
License Type	Description/SKU	Monthly Cost	Annual Cost	Description/SKU	Monthly Cost	Annual Cost
Essential	EMM Essentials Suite Per Device License	\$2.25	\$27.00	EMM Essentials Suite Per User	\$4.50	\$54.00
	SKU: D1P3GLL (Monthly/Annual)			SKU: D1P3ILL (Monthly/Annual)		
Deluxe	EMM Deluxe Suite Per Device License	\$3.75	\$45.00	EMM Deluxe Suite Per User License	\$7.50	\$90.00
	SKU: D1P3LLL (Monthly/Annual)			SKU: D1P3NLL (Monthly/Annual)		
Premiere	EMM Premier Suite Per Device	\$4.69	\$56.25	EMM Premier Suite Per User License	\$9.38	\$112.50
	SKU: D1P3RLL (Monthly/Annual)			SKU: D1P3TLL (Monthly/Annual)		
Enterprise	EMM Enterprise Suite Per Device	\$6.75	\$81.00	EMM Enterprise Suite Per User License	\$13.50	\$162.00
				SKU: D1P3YLL		

	SKU: D1P3WLL (Monthly/Annual)			(Monthly/Annual)		
Additional UEM License Options						
License Type	Description/SKU			Monthly Cost	Annual Cost	
Laptop Location	Laptop Location SKU: D1AM8LL (Monthly/Annual)			\$0.38	\$4.50	

IBM MaaS360 UEM Service Features					
Included features are determined by IBM MaaS360 UEM License Type					
Feature	Functionality	Included Features by License			
		Essential	Deluxe	Premier	Enterprise
Device Management	Manage smartphones, tablets & laptops featuring iOS, Android, Windows 10 Mobile, Windows 7, Windows 10 & macOS	✓	✓	✓	✓
App Management	Deploy custom enterprise app catalogs Blacklist, whitelist & require apps	✓	✓	✓	✓
Patch and Update Management	Identify & report on missing OS patches Schedule distribution and installation of Windows OS & macOS patches	✓	✓	✓	✓
Identity Management	Single sign-on & touch access Conditional access to trusted devices Identity federation with apps	✓	✓	✓	✓
Advisor	Improve IT operational efficiency by applying best practices & learning from industry & peer benchmarks	✓	✓	✓	✓
Container App	A separate, corporate mobile workplace for iOS, Android & Windows Productivity apps for work in one place	✓	✓	✓	✓
Mobile Expense Management	Monitor mobile data usage with real-time alerts Set policies to restrict or limit data & voice roaming	✓	✓	✓	✓
Secure Mobile Email	Contain emails, attachments & chat to prevent data leakage Enforce authentication, copy/paste & forwarding restrictions FIPS 140-2 compliant, AES-256 bit encryption for data at res	✗	✓	✓	✓
Secure Mobile Chat	Contain all chat mobile conversations and data Establish quick connections via corporate directory lookup	✗	✓	✓	✓
OS VPN	Leverages the hosted MaaS360 Certificate Authority to issue authentication certs Deployed alongside your corporate VPN solution	✗	✗	✓	✓
Secure Browser	A feature-rich web browser for secure access to intranet sites Define URL filters & security policies based on categories Block known malicious websites	✗	✗	✓	✓
Gateway for Browser	Enable MaaS360 Secure Mobile Browser to access enterprise intranet sites, web apps & network resources Access seamlessly & securely without needing a VPN session on mobile device	✗	✗	✓	✓

Content Management	Enforce authentication, copy/paste & view-only restrictions	x	x	✓	✓
Gateway for Documents	Secure access to internal files: e.g., SharePoint & Windows File Share	x	x	✓	✓
App Security	Enforce authentication & copy/paste restrictions	x	x	✓	✓
Gateway for Apps	Add per app VPN to Application Security to integrate behind-the-firewall data in private apps	x	x	✓	✓
Mobile Document Editor	Create, edit & save content in a secure, encrypted container	x	x	x	✓
Mobile Document Sync	Restrict copy/paste & opening in unmanaged apps Store content securely, both in the cloud & on devices	x	x	x	✓
Mobile Threat Management	Detect and analyze mobile malware on compromised devices Automate remediation via near real-time compliance engine Take action on jailbroken/rooted devices over-the-air	x	x	x	✓

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Networkfleet Service Options for State of Florida

The Service Options below have been discounted. No additional discounts apply.

Service Options	Purchase Cost
5200-GPS Only	\$17.00
5500-Diagnostics + GPS	\$19.00
H6100 Expressfleet	\$13.86
AssetGuard BX Non-Powered Asset Tracking	\$13.00
Connect	\$2.95
Customizable Update Rates ("CUR") 1 Minute	\$0.00
Customizable Update Rates ("CUR") 45 Seconds	\$1.00
Customizable Update Rates ("CUR") 30 Seconds	\$2.00
Customizable Update Rates ("CUR") 15 Seconds	\$3.00
Satellite	\$34.95
Data Services	\$0.00

Notes: Only one Hardware tier and one Service tier per Customer Account. Must be on a 12 month service agreement. Applicable taxes are not included in the above pricing. Any applicable taxes will be applied to the billing invoice. Additional terms & conditions apply to Networkfleet Service that are subject to review by end user government agencies.

Customizable Update Rates (CUR). Authorized registered user may change a device update rate through the Self Service Portal (SSP) to 60 seconds at no additional cost. Please note, if the device update rate is changed to a 45 (CUR45), 30 (CUR30), or 15 (CUR15) second update rate, an additional charge per device would apply per the CUR list price for the selected rate.

Networkfleet Device/Hardware Options for State of Florida

The Devices/Hardware Options below have been discounted. No additional discounts apply.

Device/Hardware Options	Purchase Cost
5200-GPS Only	\$85.00
5500-Diagnostics + GPS	\$85.00
1009N2VD-6100 Expressfleet	\$55.00
AssetGuard BX Non-Powered Asset Tracking	\$150.00

Notes: Only one Hardware tier and one Service tier per Customer Account. Must be on a 12 month service agreement. Applicable taxes are not included in the above pricing. Any applicable taxes will be applied to the billing invoice.

Item Number	Accessory	Price
PARTS030	Reinstallation Kit	\$3.00
PARTS031	Tamper Resistant Zip Ties (100 per pack)	\$50.00
PARTS032	Combination Antenna A (standard)	\$30.00
PARTS037	AT-1400 Replacement Battery	\$45.00
PARTS039	AT-1400 Bracket	\$20.00
PARTS040	Window-Mount GPS Antenna Module (5500/5200)	\$35.00
PARTS041	Sensor Input Harness (5500/5200)	\$10.00
PARTS042	OBD-II Adapter Kit only including Core Connector & 8 Adapters (5500/5200)	\$20.00
PARTS043	6-pin Heavy Duty Harness (5500/5200)	\$35.00
PARTS044	9-pin Heavy Duty Harness with Square Flange (5500/5200)	\$35.00
PARTS045	9-pin Heavy Duty Harness with "D" Mount (5500/5200)	\$35.00
PARTS069	OBD Harness Extension	\$10.00
PARTS070	16-Pin Heavy Duty Harness	\$35.00
PARTS046	Universal Harness (5200)	\$10.00
PARTS047	Light Duty Harness plus OBD-II Adapter Kit (5500/5200)	\$35.00
PARTS090	Alternate Power/Ground Adapter (5200/5500)	\$20.00
PARTS053	Garmin FMI 45 Cable with Traffic for Connect	\$145.95
PARTS054	Garmin FMI Modified Cable	\$55.00
PARTS057	Pelican Micro Case for 5200 w/ 15' Universal Harness	\$74.95
A-PEM001	PEM Port Expansion Module	\$140.00
PARTS059	Quick Install Harness	\$10.00
A-SAT001	Satellite Modem	\$550.00
PARTSS063	Satellite Antenna	\$50.00
PARTSS064	Satellite Harness	\$50.00
KIT-SAT	Satellite Kit (includes one modem, antenna & harness)	\$650.00
PARTS065	Asset Guard BX Replacement Batter (1)	\$75.00
PARTS066	Asset Guard BX Magnet Mount Kit (set of 4) *See Note	\$75.00
PARTS095	ID Reader Adapter Install Kit	\$30.00
PARTS060	Driver ID Reader	\$15.00
PARTS061	Driver ID Key	\$3.50
PARTS087	Audible Driver ID Alert	\$15.00
PARTS071	Bluetooth Extension	\$0.00
PARTS093	Universal Harness (6100)	\$10.00
PARTS058	Universal Harness	\$10.00
PARTS097	5000 9-Pin "D" Mount Harness Type 2	\$35.00
PARTS098	5000 9-Pin Square Harness Type 2	\$35.00
PARTS111	USM 9-Pin "D" Mount Harness Type 2 Pins F-G	\$35.00
PARTS112	USM 9-Pin Square Harness Type 2 Pins F-G	\$35.00

Notes: * Asset Guard BX Magnet Mount Kit includes CalAmp 133561 hardware and lanyard & CalAmp 1M101-MNC25 magnets (set of 4).

Item Number	Installation Type	Pricing (per unit)	Notes
I-INSTALL-UNIT	Base Installation – Plug/Play or 3 Wire	\$65.00	Base Installation includes 1 Device and 1 Harness
D-INSTALL-UNIT	Limited Lifetime Base Installation	\$2.00	Monthly Service Fee
I-INSTALL-FMI	Add-On to Base Installation (Garmin)	\$35.00	
I-INSTALL-SENSOR	Add-On to Base Installation (Sensor)	\$65.00	Sensor Install is \$65.00 PER SENSOR
I-INSTALL-AG	Add-On to Base Installation (AssetGuard BX)	\$65.00	
I-INSTALL-PMC	Add-On to Base Installation (Pelican Micro Case)	\$35.00	
I-INSTALL-PEM	Add-On to Base Installation (Port Expansion Module)	\$35.00	
I-INSTALL-SAT	Add-On to Base Installation (Satellite)	\$35.00	

I-INSTALL-DID	Add-On to Base Installation (Driver ID)	\$35.00	
I-INSTALL -BTE	Add-On to Base Installation (Bluetooth)	\$35.00	
D-INSTALL-BTE	Limited Lifetime Add-On to Base Installation (Bluetooth)	\$1.00	Monthly Service Fee
D-INSTALL-FMI	Limited Lifetime Add-On to Base Installation (Garmin)	\$1.00	Monthly Service Fee
D-INSTALL-SENSOR	Limited Lifetime Add-On to Base Installation (Sensor)	\$1.00	
D-INSTALL-AG	Limited Lifetime Add-On to Base Installation (AssetGuard BX/PW)	\$2.00	
D-INSTALL-PMC	Limited Lifetime Add-On to Base Installation (Pelican Micro Case)	\$1.00	Monthly Service Fee
D-INSTALL-PEM	Limited Lifetime Add-On to Base Installation (Port Expansion Module)	\$1.00	Monthly Service Fee
D-INSTALL-SAT	Limited Lifetime Add-On to Base Installation (Satellite)	\$1.00	Monthly Service Fee
D-INSTALL-DID	Limited Lifetime Add-On to Base Installation (Driver ID)	\$1.00	Monthly Service Fee
I-SWAP-UNIT	Device Swap	\$65.00	
I-TRANSFER-UNIT	Device Transfer	\$65.00	
I-REMOVAL-UNIT	Removal	\$65.00	Removal of device.
I-NOSHOW	No Show	\$75.00	Applies per trip if the installer makes the trip and the designated vehicle is not available so the unit cannot be installed.
I-TROUBLESHOOT-UNIT	Troubleshoot; Mileage	\$65.00	Per Trip
TRAINING-HALF	½ Day Installation Training	\$150.00	
TRAINING-FULL	Full Day Installation Training	\$300.00	

PUBLIC SAFETY CUSTOM PLANS

Custom 4G Unlimited Smartphone Plan with Mobile Broadband Priority and Preemption for National Security, Public Safety, and Emergency Preparedness

Government Liable Subscribers Only

This plan is not eligible for monthly access fee discounts.

Only 4G LTE GSM/UMTS global-capable smartphones can be activated on this plan.

Monthly Access Fee	\$39.99
Monthly Minutes in U.S	Unlimited
Domestic Data Allowance⁽¹⁾	Unlimited
Domestic Messaging Allowance	Unlimited
Optional Features	
Domestic Mobile Hotspot	\$5.00 additional per month
Push-to-Talk	\$2.00 additional per month
<p>Notes: Current coverage details can be found at www.verizonwireless.com. No domestic roaming or long distance charges. Coverage includes the Verizon Wireless 4G network; and the 3G and 3G Extended networks, while available. ⁽¹⁾ Data usage on this rate plan is not subject to speed reductions ("throttling") within a given billing cycle. However, in the event a user consumes more than 25GB each billing cycle for three (3) consecutive billing cycles, data throughput speeds will automatically be reduced for data usage exceeding 25GB per billing cycle on a go-forward basis. Data usage for actively engaged and deployed fire, police, emergency medical technicians, emergency management agency, and assigned federal law enforcement users on this plan will not be subject to speed reductions regardless of data usage during any billing cycle. To ensure users are able to maximize their high-speed data use for business applications, video applications will stream at 480p. This service plan includes Mobile Broadband Priority and Preemption. Mobile Broadband Priority ensures customers can connect to the network with priority by leveraging a pool of radio resources dedicated to enable their connection. Mobile Broadband Priority identifies the user with an Access Priority setting, giving them higher priority for network access than lower Access Class users. Preemption automatically activates to provide approved personnel uninterrupted access to the network in those uncommon times when the network is fully utilized. 911 calls are never preempted. This service plan is available to National Security, Public Safety, and Emergency Preparedness customers only as defined by the following NAICS (formerly SIC) Codes*: (PP# 16807)</p>	
621910 Ambulance Services 922110 Courts 922120 Police Protection 922130 Legal Counsel and Prosecution 922140 Correctional Institutions 922150 Parole Offices and Probation Offices 922160 Fire Protection (except private) 922190 Other Justice, Public Order, and Safety Activities	923120 Administration of Public Health Programs 928110 National Security 926120 Regulation and Administration of Transportation Programs 926150 Regulation, Licensing, and Inspection of Misc. Commercial Sectors 926130 Regulation and Administration of Comms, Electric, Gas, and Other Utilities 921150 American Indian and Alaska Native Tribal Governments 921190 Other General Government Support 921110 Executive Offices

*Standard Industrial Classification (SIC) and North American Industrial Classification System (NAICS) codes identify an entity's primary business activity.

**Custom Unlimited Basic Phone Plan for
National Security, Public Safety, and Emergency Preparedness**

Government Liable Subscribers Only

This plan is not eligible for monthly access fee discounts.

Monthly Access Fee	\$22.99
Monthly Minutes in U.S	Unlimited
Domestic Data Allowance	100MB
Domestic Messaging Allowance	Unlimited
Domestic Data Overage	\$10.00 per GB

Notes: Current coverage details can be found at www.verizonwireless.com. No domestic roaming or long distance charges. Coverage includes the Verizon Wireless 4G network; and the 3G and 3G Extended networks, while available. This service plan is available to National Security, Public Safety, and Emergency Preparedness customers only as defined by the following NAICS (formerly SIC) Codes*: (PP# 16810)

621910 Ambulance Services	923120 Administration of Public Health Programs
922110 Courts	928110 National Security
922120 Police Protection	926120 Regulation and Administration of Transportation Programs
922130 Legal Counsel and Prosecution	926150 Regulation, Licensing, and Inspection of Misc. Commercial Sectors
922140 Correctional Institutions	926130 Regulation and Administration of Comms, Electric, Gas, and Other Utilities
922150 Parole Offices and Probation Offices	921150 American Indian and Alaska Native Tribal Governments
922160 Fire Protection (except private)	921190 Other General Government Support
922190 Other Justice, Public Order, and Safety Activities	921110 Executive Offices

*Standard Industrial Classification (SIC) and North American Industrial Classification System (NAICS) codes identify an entity's primary business activity.

Custom Unlimited Push to Talk Only Plan for National Security, Public Safety, and Emergency Preparedness

Government Liable Subscribers Only

This plan is not eligible for monthly access fee discounts.

Monthly Access Fee	\$17.99
Monthly Push to Talk Minutes	Unlimited
Domestic Voice Per Minute Rate	\$0.25
<p>Notes: Current coverage details can be found at www.verizonwireless.com. No domestic roaming or long distance charges. Coverage includes the Verizon Wireless 4G network; and the 3G and 3G Extended networks, while available. This service plan is available to National Security, Public Safety, and Emergency Preparedness customers only as defined by the following NAICS (formerly SIC) Codes*: (PP#96625/4G Only – PP#96625 3G/4G)</p>	
621910 Ambulance Services 922110 Courts 922120 Police Protection 922130 Legal Counsel and Prosecution 922140 Correctional Institutions 922150 Parole Offices and Probation Offices 922160 Fire Protection (except private) 922190 Other Justice, Public Order, and Safety Activities	923120 Administration of Public Health Programs 928110 National Security 926120 Regulation and Administration of Transportation Programs 926150 Regulation, Licensing, and Inspection of Misc. Commercial Sectors 926130 Regulation and Administration of Comms, Electric, Gas, and Other Utilities 921150 American Indian and Alaska Native Tribal Governments 921190 Other General Government Support 921110 Executive Offices

*Standard Industrial Classification (SIC) and North American Industrial Classification System (NAICS) codes identify an entity's primary business activity.

Mobile Broadband Priority Feature for National Security, Public Safety, and Emergency Preparedness

Government Liable Subscribers Only

Monthly Access Fee	\$0.00
<p>Mobile Broadband Priority ensures customers can connect to the network with priority by leveraging a pool of radio resources dedicated to enable their connection. Mobile Broadband Priority identifies the user with an Access Priority setting, giving them higher priority for network access than lower Access Class users. This feature is available to National Security, Public Safety, and Emergency Preparedness customers only as defined by the following NAICS (formerly SIC) Codes*: (PP#86124)</p>	
621910 Ambulance Services 922110 Courts 922120 Police Protection 922130 Legal Counsel and Prosecution 922140 Correctional Institutions 922150 Parole Offices and Probation Offices 922160 Fire Protection (except private) 922190 Other Justice, Public Order, and Safety Activities	923120 Administration of Public Health Programs 928110 National Security 926120 Regulation and Administration of Transportation Programs 926150 Regulation, Licensing, and Inspection of Misc. Commercial Sectors 926130 Regulation and Administration of Comms, Electric, Gas, and Other Utilities 921150 American Indian and Alaska Native Tribal Governments 921190 Other General Government Support 921110 Executive Offices

*Standard Industrial Classification (SIC) and North American Industrial Classification System (NAICS) codes identify an entity's primary business activity.

Custom 4G Unlimited Mobile Broadband Plan with Mobile Broadband Priority and Preemption for National Security, Public Safety, and First Responders

Government Liable Subscribers Only

This plan is not eligible for monthly access fee discounts.

Only 4G LTE GSM/UMTS global-capable devices can be activated on this plan.

Monthly Access Fee	\$36.05
Domestic Data Allowance⁽¹⁾	Unlimited

Notes: Current coverage details and non-domestic data rates can be found at www.verizonwireless.com. No domestic roaming or long distance charges. Coverage includes the Verizon Wireless 4G network; and the 3G and 3G Extended networks, while available. Data usage on this plan is restricted to Verizon Wireless network use only; roaming is not available. ⁽¹⁾ Data usage on this rate plan is not subject to speed reductions (“throttling”) within a given billing cycle. However, in the event data usage exceeds 25GB each billing cycle for three (3) consecutive billing cycles, data throughput speeds will automatically be reduced for data usage exceeding 25GB per billing cycle on a go-forward basis. Data usage for actively engaged and deployed fire, police, emergency medical technicians, emergency management agency, and assigned federal law enforcement users on this plan will not be subject to speed reductions regardless of data usage during any billing cycle. To ensure users are able to maximize their high-speed data use for business applications, video applications will stream at 720p. This service plan includes Mobile Broadband Priority and Preemption. Mobile Broadband Priority ensures customers can connect to the network with priority by leveraging a pool of radio resources dedicated to enable their connection. Mobile Broadband Priority identifies the user with an Access Priority setting, giving them higher priority for network access than lower Access Class users. Preemption automatically activates to provide approved personnel uninterrupted access to the network in those uncommon times when the network is fully utilized. 911 calls are never preempted. Devices utilized in conjunction with this plan are limited to mobile device applications. Dedicated internet connections (including but not limited to, stationary wireless networking router devices), streaming video on non-smartphone devices (including but not limited to, body cameras and stationary video surveillance cameras), and Internet of Things (“IoT”) devices* are expressly prohibited on this rate plan. This plan is only available to National Security, Public Safety, and First Responder customers only as defined by the following NAICS (formerly SIC) Codes**: (PP# 20664)

621910 Ambulance Services	923120 Administration of Public Health Programs
922110 Courts	928110 National Security
922120 Police Protection	926120 Regulation and Administration of Transportation Programs
922130 Legal Counsel and Prosecution	926150 Regulation, Licensing, and Inspection of Misc. Commercial Sectors
922140 Correctional Institutions	926130 Regulation and Administration of Comms, Electric, Gas, and Other Utilities
922150 Parole Offices and Probation Offices	921150 American Indian and Alaska Native Tribal Governments
922160 Fire Protection (except private)	921190 Other General Government Support
922190 Other Justice, Public Order, and Safety Activities	921110 Executive Offices

*Internet of Things (“IoT”) devices. Devices other than smartphones, aircards, jetpacks, modems, and tablets that transfer data over the network (e.g. M2M).

**Standard Industrial Classification (SIC) and North American Industrial Classification System (NAICS) codes identify an entity’s primary business activity.

**Verizon Wireless Preemption Service Feature for
National Security, Public Safety, and First Responders
Government Liable Subscribers Only**

Monthly Access Fee Per MDN

\$0.00

NOTE: Preemption Service (“Preemption”) is a capability that reallocates network resources to customers so that they can connect in emergencies. In those uncommon times when the network is fully utilized, Preemption automatically activates to provide approved personnel uninterrupted access to the network. It helps ensure our national security, public safety, and first responder customers can continue to communicate with each other during times of high network use. Preemption capability is available on the Verizon Wireless 3G and 4G LTE data network. While Preemption capability may also be available on the networks of Verizon Wireless’s domestic roaming partners, Verizon Wireless makes no representation of Preemption availability or reliability on such networks. Preemption is limited to select service rate plans and cannot be used in conjunction with devices or service plans utilized with dedicated internet connections (including but not limited to, stationary wireless networking router devices), streaming video on non-smartphone devices (including but not limited to, body cameras and stationary video surveillance cameras), and IoT devices are expressly prohibited from using this feature. Please note: Calls to 911 are never preempted. This feature is available to National Security, Public Safety, and First Responder customers only as defined by the following NAICS (formerly SIC) Codes: (PP# 86428 Basic/Smart Phone and 86433 Non-Phone)

621910 Ambulance Services	923120 Administration of Public Health Programs
922110 Courts	928110 National Security
922120 Police Protection	926120 Regulation and Administration of Transportation Programs
922130 Legal Counsel and Prosecution	926150 Regulation, Licensing, and Inspection of Commercial Sectors
922140 Correctional Institutions	926130 Regulation and Administration of Comms, Electric, Gas, Utilities
922150 Parole Offices and Probation Offices	921150 American Indian and Alaska Native Tribal Governments
922160 Fire Protection (except private)	921190 Other General Government Support
922190 Other Justice, Public Order, and Safety Activities	921110 Executive Offices

Private Responder Core Service for National Security, Public Safety, and Emergency Preparedness

Government Liable Subscribers Only

Monthly Access Fee	\$0.00
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Verizon Wireless Private Responder Core Service for National Security, Public Safety, and Emergency Preparedness ("Private Core"): Private Core extends Customer's IP network to its wireless equipment by segregating the data between such devices and Customer's servers from the public Internet (the "Internet"). This service is available to National Security, Public Safety, and Emergency Preparedness customers only as defined by the following NAICS (formerly SIC) Codes*:

<p>National Security/ First Responders / Public Safety</p> <ul style="list-style-type: none"> • 621910 Ambulance Service • 922110 Courts • 922120 Police Protection • 922130 Legal Counsel and Prosecution • 922140 Correctional Institutions • 922150 Parole Offices and Probation Offices • 922160 Fire Protection (except private) • 922190 Other Justice, Public Order and Safety Activities • 928110 National Security • 921190 Other General Government Support • 921110 Executive Offices 921150 American Indian/Alaska Native Tribal Governments <p>Water</p> <ul style="list-style-type: none"> • 924110 Water Infrastructure • 221320 Sewage Treatment Facilities • 221310 Water Supply and Irrigation Systems <p>Transportation</p> <ul style="list-style-type: none"> • 482111 Railway Transportation • 481111 Passenger Air Transportation • 481112 Freight Air Transportation • 483111 Shipping Transportation • 926120 Transportation Administration • 491110 Postal Service • 926120 Public Transportation • 926120 Regulation and Administration of Transportation Programs <p>Information Technology</p> <ul style="list-style-type: none"> • 541512 Computer Integration • 541519 Computer Disaster Recovery 	<p>Chemical</p> <ul style="list-style-type: none"> • 561612 Protective Services • 541330, 541690 Chemical Engineering and Consulting • 239210 Pharmaceutical <p>Communications</p> <ul style="list-style-type: none"> • 517110 Telecommunications, Wired • 517212 Cellular and other Wireless Telecommunications • 238210, 334290 and 561620 Alarm Systems <p>Critical Manufacturing</p> <ul style="list-style-type: none"> • 237310 Highway, Street and Bridge Construction • 811310 Industry Equipment Repair • 236210 Industrial Building Construction • 211113 Extraction; 236220 Construction Management • 926150 Regulation, Licensing and Inspection of Miscellaneous Commercial Sectors <p>Energy</p> <ul style="list-style-type: none"> • 333611 Wind Turbine • 221111 Hydroelectric Power Generation • 221122 Electric Power Distribution • 221118 Other Electric Power Generation • 221210 Natural Gas Distribution • 926130 Regulation and Administration of Communications, Electric, Gas and Other Utilities • 221113 Nuclear Electric Power Generation • 562211 Hazardous Waste Treatment and Disposal <p>Healthcare and Public Health</p> <ul style="list-style-type: none"> • 621112 Health Care Practitioners • 923120 Public Health Programs
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*Standard Industrial Classification (SIC) and North American Industrial Classification System (NAICS) codes identify an entity's primary business activity.

4G LTE Private Network Traffic Management (PNTM) Private IP Only (fixed WAN) Government Subscribers Only

Metered Data Pricing only. Not compatible with Unlimited Data Plans

The plans below reflect any applicable discount. No additional discounts apply.

Class of service ("CoS")	Customer can allocate bandwidth for applications into the Mission Critical CoS according to the PNTM Service Option selected.
Mission Critical CoS Applications	Recommended for video, Voice over IP, interactive services, and other mission critical applications.
Best Effort CoS Applications	Suitable for best effort applications (e.g. email, web browsing)

PNTM Service Options:	Enhanced (Entry Level)	Premium (Mid Level)	Public Safety (Highest Level) <small>(Qualifying Public Safety NAICS Only)</small>
Monthly Access Fee (per line)	Waived - \$0.00	Waived - \$0.00	Waived - \$0.00
Mission Critical CoS Speeds	Mapped Up to 0.5 Mbps	Mapped Up to 2 Mbps	Mapped Up to 2 Mbps
Best Effort CoS Applications Speeds	Remaining available 4G LTE bandwidth	Remaining available 4G LTE bandwidth	Remaining available 4G LTE bandwidth
RF Priority on access network	N/A	N/A	During heavy network usage periods

Qualifying Public Safety NAICS: Public Safety Subscribers classified with the following NAICS codes*, performing First Responder responsibilities only. The Public Safety PNTM service option is not an on demand service. The Public Safety PNTM must be provisioned on the account prior to use in the event of an emergency situation.

621910 Ambulance Services	928110 National Security
922110 Courts	926120 Regulation and Administration of Transportation Programs
922120 Police Protection	926150 Regulation, Licensing, and Inspection of Misc. Commercial Sectors
922130 Legal Counsel and Prosecution	926130 Regulation and Administration of Comms, Electric, Gas, and Other Utilities
922140 Correctional Institutions	921150 American Indian/Alaska Native Tribal Governments
922150 Parole Offices and Probation Offices	921190 Other General Government Support
922160 Fire Protection (except private)	921110 Executive Offices
922190 Other Justice, Public Order, and Safety Activities	

Notes. 4G LTE Private Network subscribers with unlimited data plans are ineligible for Private Network Traffic Management. This service is only available while on Verizon Wireless' 4G network and is not available while roaming. VZ Private IP (MPLS) connectivity required. PNTM relies on customer's applications (VoIP, video, etc.) to appropriately mark IP sessions in order to prioritize their application over the 4G LTE Private Network using Internet Protocol Differentiated Services Code Point (IP DSCP). PNTM 4G LTE device must be certified for use on the Verizon Wireless network (e.g. Open Development/Open Access certified, validated for Private Network and Private Network Traffic Management.)

* North American Industrial Classification System (NAICS) codes identify an entity's primary business activity.

One Talk Solution: Government Subscribers Only

The plans/features below reflect any applicable discount. No additional discounts apply.

One Talk is a business telephone system that combines landline and mobile phone capabilities into a fully integrated mobile and office solution providing a **single telephone number ("Mobile Data Number/MDN")** with the same mobile and landline features.

One Talk Solution: Desk Phone/Mobile Client

Price Plan Type	Line Level Plans
One Talk Primary MDN	Monthly Access
One Talk Price Plan (100 MB Data)	\$10.00
One Talk Feature	\$15.00
One Talk Line Access Charge	N/A

One Talk Solution: Auto Receptionist (AR)

Auto Receptionist

Price Plan Type	Line Level Plans
One Talk Primary MDN	Monthly Access
One Talk AR Price Plan (100 MB Data)	\$10.00
One Talk AR Feature	\$10.00
One Talk AR Line Access Charge	N/A

One Talk Solution: Hunt Group (HG)

Hunt Group - Every ECPD profile will be allowed to activate two Hunt Groups by default; additional Hunt Groups can be purchased as long as the ratio of active One Talk lines to Hunt Groups is 3:1 respectively

Price Plan Type	Line Level Plans
One Talk Primary MDN	Monthly Access
One Talk HG Price Plan (100 MB Data)	\$0.00
One Talk HG Feature	\$0.00
One Talk HG Line Access Charge	N/A

Optional Features

One Talk Premium Visual Voicemail	\$2.99
One Talk Voicemail Talk To Text	\$2.99

Additional Devices

For MDN's activated on a Smartphone, Desk Phone, Mobile Client, a maximum of up to eight (8) devices can be shared with the MDN as follows: 1 Smartphone, up to 2 desk phones and up to 5 mobile clients.

Smartphone Device	Desk Phone ¹	Mobile Client ² (Includes Smartphones and Tablets)	Auto Receptionist/ Hunt Group
Additional devices (endpoint) incur a \$10.00 monthly access	\$0.00 for additional devices (excluding Smartphone devices with One Talk Basic Dialer)	\$0.00 for additional devices (excluding Smartphone devices with One Talk Basic Dialer)	N/A

Notes: One Talk service is applied to the Verizon Wireless MDN and is available on all of the user's devices. One Talk **is not** compatible with Fax machines, credit card POS solutions, or Security Systems. One Talk calls drop if either party leaves Verizon 4G LTE coverage. When outside of the 4G LTE coverage area and without 3G or WiFi service, the device operates as a standard device (1X calling) with standard voice and SMS messaging capabilities with no One Talk features available to the user. Mobile client is the One Talk client. ¹One (1) additional Desk Phone can be added as an additional device per MDN. ²Mobile Client eligible devices (includes devices from other carriers); Smartphones (without One Talk Basic Dialer), wireless and WiFi tablets; limit five (5) total per MDN (including primary device. Installing the One Talk Mobile client consumes an estimated 50MB of data. For additional information regarding One Talk please visit: <http://www.verizonwireless.com/onetalk>

NETMOTION

These products Do Not qualify for additional discounts

Service Item	Software Plan ID	SKU	Frequency/ Payment Plan	Price	Function
"Mobility VPN" (Virtual Private Network for wireless connections) - An encrypted, secure tunnel for mobile devices	651968	NMSVZW-GOV-SILVER-Monthly: MONTHLY	Monthly	\$4.33	"Mobility VPN" (Virtual Private Network for wireless connections) An encrypted, secure tunnel for mobile devices -- Works with Android, iOS, Windows and Mac devices -- Criminal Justice Information Systems (CJIS) Compliance
	651969	NMSVZW-GOV-SILVER-Annual: ANNUAL	Annual	\$52.00	
"Mobility VPN" + "Modules" (Policy, Network Access Control, Mobile Analysis)	651970	NMSVZW-GOV-GOLD-Monthly: MONTHLY	Monthly	\$6.93	All features of the Mobility VPN base product, plus the Policy, Network Access Control (NAC) and Mobile Analysis Modules
	651971	NMSVZW-GOV-GOLD-Annual: ANNUAL	Annual	\$83.20	
"Mobility VPN" + "Modules" + "Diagnostics" which includes connectivity problem identification, security reinforcement, improved end user productivity and powerful reporting.	651972	NMSVZW-GOV-PLATINUM-Monthly: MONTHLY	Monthly	\$8.67	All features of the Mobility VPN base product and the Policy, Network Access Control (NAC) and Mobile Analysis Modules, Plus Diagnostics
	651973	NMSVZW-GOV-PLATINUM-Annual: ANNUAL	Annual	\$104.00	
Mobility VPN + "Modules" + "Diagnostics" + "Mobile IQ" which includes performance assessment, threat defense, cost control, location intelligence and inventory, troubleshooting and system-wide status	651974	NMSVZW-GOV-DIAMOND-Monthly: MONTHLY	Monthly	\$13.00	All features of the Mobility VPN base product and the Policy, Network Access Control (NAC) and Mobile Analysis Modules, Plus Diagnostics + MobileIQ
	651975	NMSVZW-GOV-DIAMOND-Annual: ANNUAL	Annual	\$156.00	
Comprehensive data collection and root cause detection software (add-on feature)	651976	NMSVZW-GOV-DIAGS-Monthly: MONTHLY	Monthly	\$4.33	Comprehensive data collection and root cause detection software
	651977	NMSVZW-GOV-DIAGS-Annual: ANNUAL	Annual	\$52.00	
Visual troubleshooting, analytics and alerting dashboards (add-on feature)	651978	NMSVZW-GOV-MIQ-Monthly: MONTHLY	Monthly	\$4.33	Visual troubleshooting, analytics and alerting dashboards
	651979	NMSVZW-GOV-MIQ-Annual: ANNUAL	Annual	\$52.00	
Professional Services - Up to 8 Hours	651980	11NMPS-GOV-8HR-S - One Time: ONE TIME	One-Time	\$2,000.00	Off-site Services
Professional Services - Up to 4 Hours	651981	11NMPS-GOV-4HR-S - One Time: ONE TIME	One-Time	\$1,000.00	Off-site Services

Mobility Certification Training	651982	11NMTR-GOV-C - One Time: ONE TIME	One-Time	\$2,295.00	Off-site Services
Elite Technical Service (0 - 4,999 licenses)	651983	11NMETS-GOV - One Time: ONE TIME	One-Time	\$30,000.00	Off-site Services
Elite Technical Service (5,000+ licenses)	651984	11NMETS5K-GOV - One Time: ONE TIME	One-Time	\$50,000.00	Off-site Services
Dedicated Technical Account Manager (1 year)	651985	11NMPS-GOV-TAM - One Time: ONE TIME	One-Time	\$40,000.00	Off-site Services

Note: Customer may purchase NetMotion Software, Inc. ("NetMotion") licenses and services ("NetMotion Services") at the prices listed above. NetMotion Services listed in the pricing sheet marked with an asterisks *** cannot be mixed or matched with other NetMotion Licenses or Services. Verizon Wireless is not the licensor of the NetMotion Services and makes no representations or warranties whatsoever, either express or implied, with respect to them. NetMotion Services are manufactured by NetMotion. NetMotion Software is subject to a separate End User License Agreement (EULA) with NetMotion, found at <https://www.netmotionsoftware.com/legal-and-copyright>. Use of the NetMotion licenses or NetMotion Services is deemed to be the Customer's acceptance of the terms of the EULA. Customer must accept the EULA as the party liable for each license, and agrees that the Customer will comply with the obligations under the EULA. Verizon Wireless reserves the right to (i) modify or discontinue the Solution in whole or in part and/or (ii) terminate the Solution at any time without cause. Customer's sole and exclusive remedy for any damages, losses, claims, costs, and expenses arising out of or relating to use of the Solution will be termination of service.

Any additional NetMotion Services must be obtained directly from NetMotion either upon purchase or installation of the NetMotion Services. NetMotion Services are subject to NetMotion's terms and conditions and can be viewed here: <https://www.netmotionsoftware.com/legal-and-copyright>.

Verizon Wireless will direct NetMotion to fulfill Customer's NetMotion Services order. Basic functionality questions and other general customer support can be obtained by calling Verizon Wireless Customer Support. All other customer support questions and issues for NetMotion Services must be obtained directly from NetMotion Software, Inc. If Verizon Wireless, in its sole discretion, determines that an inquiry from a subscriber is related to NetMotion Services and is not one concerning Equipment or Wireless Service, it may transfer the service request to appropriate NetMotion representatives.

Asavie Moda is a network-based “all-in-one” web portal security and data management solution that enables organizations to easily and effectively manage security and productivity, along with rich reporting insights on all their mobile devices.

The Asavie Moda solution extends the security provided by the customer’s Mobile Device Management platform into the network by delivering real-time visibility, control and security of the data in transit for any mobile device.

Asavie Moda Government Customers Only					
The price below reflects the monthly access discounts. No additional discounts apply.					
Description	SKU Name	Plan ID	Quantity	Annual	Monthly
¹ Asavie Moda for MPN Gov Customers	ModaMPNG	677970 (Annual)	1-199	\$80.92	\$7.49
			200-499	\$68.85	\$6.38
			500-999	\$60.75	\$5.63
		677971 (Monthly)	1000-2499	\$52.65	\$4.88
			2500-9999	\$48.60	\$4.50
			10000+	\$40.50	\$3.75
² Asavie Moda Global (OTT) Gov Customers	ModaGLOBAL	677969 (Annual)	1-199	\$80.92	\$7.49
			200-499	\$68.85	\$6.38
			500-999	\$60.75	\$5.63
		677968 (Monthly)	1000-2499	\$52.65	\$4.88
			2500-9999	\$48.60	\$4.50
			10000+	\$40.50	\$3.75

Notes. Asavie Moda is an all-in-one web portal that is an easy to deploy security and data management solution for an entire mobile estate.

¹Asavie Moda for MPN Gov Customers – **Does** require customers to use pricing and equipment in accordance with the Private Network terms and conditions as your contract allows.

²Asavie Moda Global (OTT) Gov Customers – **Does not** require Private Network.

Products shown or referenced are provided by Asavie Technologies, Inc. (“Asavie”), a Verizon Partner Program Member, which is solely responsible for the representations and the functionality, pricing and service agreements. Asavie can connect to several different systems including cloud based and server based applications. Customer may purchase Asavie licenses and services (“Asavie Services”), to be billed by Verizon Wireless, at the prices listed above. Verizon Wireless is not the licensor of the Asavie Services and makes no representations or warranties whatsoever, either express or implied, with respect to them. Asavie Services are manufactured by Asavie Technologies, Inc. Any license for Asavie Services must be obtained directly from Asavie either upon purchase or installation of the Asavie Services. Asavie Services are subject to Asavie terms and conditions and can be viewed here: <https://support.moda.us.asavie.com/About/eulagreement-government.htm>. Verizon Wireless will direct Asavie to fulfill Customer’s Asavie Services order. Customer support for Asavie Services must be obtained directly from Asavie Technologies, Inc. If Verizon Wireless in its sole discretion determines that an inquiry from a subscriber is related to Asavie Services and is not one concerning Equipment or Wireless Service, it may transfer the service request to appropriate Asavie representatives.

Asavie IoT Connect® provides Private Network connectivity on demand for remote sites and IoT devices. Provides direct, enterprise-grade connection that bypasses the public Internet, helping to reduce exposure to possible cyber threats.

**Asavie IoT Connect®
Government Customers Only**

The price below reflects the monthly access discounts. No additional discounts apply.

Name	SKU Name	Plan ID	Quantity	Annual	Monthly
IoT MPN 25 MB	IOTCMPN25MBG	677959 (Annual)	1-199	\$24.22	\$2.24
			200-499	\$20.59	\$1.91
			500-999	\$18.16	\$1.68
		677958 (Monthly)	1000-2499	\$15.74	\$1.46
			2500-9999	\$14.53	\$1.35
			10000+	\$12.11	\$1.12

Notes. Asavie IoT Connect runs over Verizon’s secure Private Network.

¹ Requires customers to use pricing and equipment in accordance with the Private Network terms and conditions as your contract allows.

Products shown or referenced are provided by Asavie Technologies, Inc. (“Asavie”), a Verizon Partner Program Member, which is solely responsible for the representations and the functionality, pricing and service agreements. Asavie can connect to several different systems including cloud based and server based applications. Customer may purchase Asavie licenses and services (“Asavie Services”), to be billed by Verizon Wireless, at the prices listed above. Verizon Wireless is not the licensor of the Asavie Services and makes no representations or warranties whatsoever, either express or implied, with respect to them. Asavie Services are manufactured by Asavie Technologies, Inc. Any license for Asavie Services must be obtained directly from Asavie either upon purchase or installation of the Asavie Services. Asavie Services are subject to Asavie terms and conditions and can be viewed here: <https://support.moda.us.asavie.com/About/eulagreement-government.htm>. Verizon Wireless will direct Asavie to fulfill Customer’s Asavie Services order. Customer support for Asavie Services must be obtained directly from Asavie Technologies, Inc. If Verizon Wireless in its sole discretion determines that an inquiry from a subscriber is related to Asavie Services and is not one concerning Equipment or Wireless Service, it may transfer the service request to appropriate Asavie representatives.

Asavie IoT Connect® with Cloud Connect Government Customers Only

The price below reflects the monthly access discounts. No additional discounts apply.

IoT MPN 25 MB CC	IOTCMPN25MBCCG	677953 (Annual)	1-199	31.46	2.99
			200-499	26.74	2.54
			500-999	23.59	2.24
		677952 (Monthly)	1000-2499	20.45	1.95
			2500-9999	18.87	1.80
			10000+	15.73	1.5
IoT MPN 150 MB	IOTCMPN150MBG	677957 (Annual)	1-199	\$40.42	\$3.74
			200-499	\$34.36	\$3.18
			500-999	\$30.31	\$2.81
		677956 (Monthly)	1000-2499	\$26.27	\$2.43
			2500-9999	\$24.25	\$2.25
			10000+	\$20.21	\$1.87
IoT MPN 150+ MB	IOTCMPN150MBPLUSG	677955 (Annual)	1-199	\$80.92	\$7.49
			200-499	\$68.78	\$6.37
			500-999	\$60.69	\$5.62
		677954 (Monthly)	1000-2499	\$52.60	\$4.87
			2500-9999	\$48.55	\$4.50
			10000+	\$40.46	\$3.75

Notes. Asavie IoT Connect runs over Verizon's secure Private Network.

¹ Requires customers to use pricing and equipment in accordance with the Private Network terms and conditions as your contract allows.

Products shown or referenced are provided by Asavie Technologies, Inc. ("Asavie"), a Verizon Partner Program Member, which is solely responsible for the representations and the functionality, pricing and service agreements. Asavie can connect to several different systems including cloud based and server based applications. Customer may purchase Asavie licenses and services ("Asavie Services"), to be billed by Verizon Wireless, at the prices listed above. Verizon Wireless is not the licensor of the Asavie Services and makes no representations or warranties whatsoever, either express or implied, with respect to them. Asavie Services are manufactured by Asavie Technologies, Inc. Any license for Asavie Services must be obtained directly from Asavie either upon purchase or installation of the Asavie Services. Asavie Services are subject to Asavie terms and conditions and can be viewed here: <https://support.moda.us.asavie.com/About/eulagreement-government.htm>. Verizon Wireless will direct Asavie to fulfill Customer's Asavie Services order. Customer support for Asavie Services must be obtained directly from Asavie Technologies, Inc. If Verizon Wireless in its sole discretion determines that an inquiry from a subscriber is related to Asavie Services and is not one concerning Equipment or Wireless Service, it may transfer the service request to appropriate Asavie representatives.

LTE Vehicle Internet

These hardware Sku bundles are not eligible for further discounts.

The LTE Vehicle Internet solution supports in-Vehicle connectivity providing ruggedized routers and cloud-managed services. Services are designed to allow departments to deploy, configure, manage and scale quickly and in real time. Devices support dual carrier with SIM-based Auto-Carrier Selection, Public Safety and Data plans, and are available on many public-sector contract vehicles.

SKU#	Description	OEM P/N	Price
5642701	1-yr NetCloud Mobile FIPS Essentials and Advanced Plans and IBR900 FIPS router with WiFi (1000Mbps modem)	MA1-900F120B-XFA	\$1,097.10
5642703	5-yr NetCloud Mobile FIPS Essentials and Advanced Plans and IBR900 FIPS router with WiFi (1000Mbps modem)	MA5-900F120B-XFA	\$1,853.10
5642698	1-yr NetCloud Mobile FIPS Essentials and Advanced Plans and IBR1700 FIPS router with WiFi (1200Mbps modem)	MA1-170F120B-XFA	\$1,574.10
5642700	5-yr NetCloud Mobile FIPS Essentials and Advanced Plans and IBR1700 FIPS router with WiFi (1200Mbps modem)	MA5-170F120B-XFA	\$2,330.10
5642692	1-yr NetCloud Mobile Essentials Plan and IBR900 router with WiFi (1000Mbps modem)	MA1-0900120B-NNA	\$899.10
5642694	5-yr NetCloud Mobile Essentials Plan and IBR900 router with WiFi (1000Mbps modem)	MA5-0900120B-NNA	\$1,358.10
5584528	1-yr NetCloud Mobile Essentials Plan and IBR1700 router with WiFi (1200Mbps modem)	MA1-1700120B-NNA	\$1,448.10
5642691	5-yr NetCloud Mobile Essentials Plan and IBR1700 router with WiFi (1200Mbps modem)	MA5-1700120B-NNA	\$1,943.10

Note: NetCloud functions vary for FIPS Hardware enabled devices. Consult the Cradlepoint website for specifics. Current coverage details and additional plan information can be found at www.verizonwireless.com. Coverage includes the Verizon Wireless 4G network; and the 3G and 3G Extended networks, while available. These hardware bundles can be used with 4G Mobile Broadband, Machine to Machine, and Public Safety Mobile Broadband Price Plans. A data plan is required for each modem purchase. There are no returns or exchanges and no Proration's. <https://cradlepoint.com/about-us/terms-of-service/>

LTE Vehicle Internet

These Accessories Sku's are not eligible for further discounts.

SKU#	Description	OEM P/N	Price
4765224	COR IBR1700, IBR900 power supply North America	170716-000	\$22.49

3715571	Dual-band 2.4/5.0 GHz external WiFi antenna for AER3100, AER2100, IBR900, IBR1100 (1x)	170628-000	\$13.49
5427545	Black, Universal 600MHz-6GHz 3G/4G/LTE 2dBi/3dBi 6 in antenna with SMA connector (1x)	170760-000	\$13.49
3774498	Vehicle power adapter for COR	170635-000	\$22.49
5503087	3 meter power and GPIO cable (direct wire) for IBR1700, IBR9x0	170585-001	\$13.04
4381062	Serial DB9 to GPIO cable, 3 meters	170676-000	\$16.19
4979362	Panorama antenna 5IN1 Blk dome 2LTE 2WIFI 1GPS	LP-IN1958-B	\$283.78
4979363	Panorama antenna 5IN1 Wht dome 2LTE 2WIFI 1GPS	LP-IN1958-W	\$283.78
5166824	Panorama antenna 9IN1 Blk dome 4LTE 4WIFI 1GPS	LG-IN2293-B	\$461.83
5166826	Panorama antenna 9IN1 Wht dome 4LTE 4WIFI 1GPS	LG-IN2293-W	\$461.83

Note: There are no returns or exchanges. Accessories can be purchased separately from hardware bundles.
http://www.panorama-antennas.com/site/index.php?route=information/information&information_id=5

WIRELESS EQUIPMENT

Equipment Pricing (NEW)

SOFL Device Tier	Device Category	Description
All Tiers	Conventional and/or Push-to-Talk Plus ("PTT+")	One (1) voice device at no charge per 20 months/ per line. One (1) PTT device at no charge per 20 months/ per line. Make and model at Verizon Wireless sole discretion, subject to availability.
	All Categories (includes Smartphone)	SOFL Approved Government Equipment Matrix devices. Verizon Wireless Government 10K 2yr matrix pricing only.

Notes: Verizon Wireless reserves the right to add or discontinue models. Equipment is subject to availability. Verizon Wireless' Government Equipment Matrix is updated at a minimum quarterly based upon equipment availability, changes in technology, and market conditions. Not eligible for any other promotional pricing offers. Equipment becomes eligible for upgrade after 20 months in service.

Customer Premise Equipment

Device Category	Description	Discount
Indoor Cellular Signal Amplifier	Currently Network Extender	25% off retail*
Wireless Cellular Router	Device Portfolio (TBD)	25% off retail*
Wireless 4G LTE Modem Device	Make and model at Verizon Wireless sole discretion, subject to availability. Not available on per megabyte plans. Excludes tablets and net books.	One (1) 4GLTE modem device at no charge per line per 20 month period.

Notes: Verizon Wireless reserves the right to add or discontinue models. Equipment is subject to availability. Verizon Wireless' Government Equipment Matrix is updated at a minimum quarterly based upon equipment availability, changes in technology, and market conditions. Not eligible for any other promotional pricing offers. Equipment purchased through Verizon Wireless becomes eligible for upgrade after 20 months in service. *25% discount applies to the non-discounted, full retail price only of qualifying equipment.

Accessory Discount

Government Subscribers are eligible to receive a 25% discount from the non-discounted, retail price of qualifying accessories

Verizon Wireless Calling Plan and Feature Details

Verizon Wireless Calling Plan Optional Services. Additional fees may be required as per the individual calling plans.

Calling Plans and Associated Charges: Some calling plans or monthly access price points may not be available in all markets. Subscriber's first partial and full month's access will not be refunded after activation of the Wireless Service. Activation fees are waived for all Government Subscribers. Charges for calls will be based on the cell sites used, which may be outside the calling plan coverage area even when the Subscriber is physically within the coverage area. Time of the call is based on the telephone switching office that carries the call, which may be different from the time of day shown on Subscriber's phone. Rates do not apply to credit card or operator-assisted calls, which may be required in certain areas. Usage rounded up to the next full minute. Unused minutes and/or Megabytes are lost. On outgoing calls, charges start when Subscriber first presses SEND or the call connects to a network, and on incoming calls, when the call connects to a network (which may be before it rings). A call may end several seconds after Subscriber presses END or the call otherwise disconnects. Calls made on the Verizon Wireless network, are only billed if they connect (which includes calls answered by machines). Billing for airtime and related charges may sometimes be delayed. Calls to "911" and certain other emergency services are toll-free and airtime-free, however, airtime may be charged when dialing toll-free numbers. All features may not be available in all Verizon Wireless markets.

Home Airtime and Roaming: Home airtime minutes apply when making or receiving calls from a calling plan's home rate and coverage area. Coverage information is available at www.verizonwireless.com. Airtime is rounded up to the next full minute. Allowance minutes/Megabytes are not transferable except as may be available on calling plans with sharing. Subscribers must periodically dial *228 to update roaming information. Automatic roaming may not be available in all areas and rates may vary. Roaming charges may be delayed to a later bill.

Long Distance: Unlimited domestic long distance is included when calling from the calling plan's home rate and coverage area, unless otherwise specified in the calling plan.

Customer's Cell Phone Number and Caller ID. Verizon Wireless will assign one Mobile Telephone Number ("MTN") to each Subscriber line. Other than as required to port an MTN, Customer does not have any property right in the MTN and Verizon Wireless may change, reassign, or eliminate an MTN upon reasonable notice to Customer under certain circumstances, including fraud prevention, area code changes and regulatory or statutory law enforcement requirements.

Verizon Wireless Calling Plan Included Features

Call Waiting ^{1,6}	Three Way Calling ^{1,6}
Call Forwarding ⁶	No Answer/ Busy Transfer ⁶
Caller ID ^{2,6}	Basic Voice Mail ^{3,6}
411 Connect sm ^{4,6} (Directory Assistance)	Basic TTXt Messaging ⁵

¹Airtime charges apply to all calls simultaneously.

²When making a call, Subscriber's MTN may be displayed to the receiving party with Caller ID capable Equipment. Caller ID service may not be available outside home airtime rate and coverage areas, and may not be compatible with certain enhanced features. Caller ID can be blocked for most calls by dialing *67 before each call, or by ordering per-line call blocking where available. Calls to some numbers, such as toll-free numbers, cannot be blocked.

³Airtime charges apply to message retrieval.

⁴411 Connect, directory assistance with automatic call completion is subject to a per call fee plus airtime charges. Directory assistance rates are subject to change.

⁵TXt Messaging offered at the prevailing rate, currently \$0.02 per inbound and \$0.10 per outbound message per address. TXt message charges are subject to change.

⁶Feature not included on NationalAccess and BroadbandAccess Unlimited or Megabyte (MB) calling plans at no charge, but are available at the prevailing Verizon Wireless rates.

Push to Talk Plus: Push to Talk Plus capable Equipment required. Push to Talk Plus capable Equipment can only be used with a Push to Talk Plus calling plan. **Subscribers switching from a Push to Talk Plus Calling Plan to another calling plan may not be able to use certain Push to Talk Plus capable Equipment with the new plan.** Push to Talk Plus calls may only be made with other Verizon Wireless Push to Talk Plus subscribers. Push to Talk Plus Subscribers may initiate or participate on a call, simultaneously, with as many as 250 total participants (total is limited to (50) if interoperating between 3G and 4G participants). Administrators can be designated to manage the Push to Talk contact lists via a single website interface with a single user name/password. Existing Push to Talk Subscriber Equipment may require a software upgrade to use Push to Talk Plus or replacement with a Push to Talk Plus capable device. Push to Talk Plus is only available within the National Enhanced Services Rate and Coverage Area and WiFi access points. There will be a delay from the time a Push to Talk Plus call is initiated until the Push to Talk Plus call is first received by the called party.. If an incoming voice call is received while on a Push to Talk Plus call the voice call may be answered and the Push to Talk Plus placed on hold. If an incoming Push to Talk Plus call is received while on a Push to Talk Plus call the PTT call icon can be selected to connect to the Push to Talk Plus call. If the incoming voice or Push to Talk Plus call is not answered a missed call alert will display. Network registration information will be sent to the Equipment each time it is powered on in the National Enhanced Services Rate and Coverage Area, each time the Subscriber travels into the National Enhanced Services Rate and Coverage Area, and every 12 hours if the Subscriber stays within the National Enhanced Services Rate and Coverage Area. While the updated network registration information is being sent to the Equipment, incoming voice calls will go directly to voice

mail. Contact list cannot be modified from certain Equipment. Subscriber cannot prevent others who have the Subscriber's MTN from entering the MTN into their Push to Talk contact list. Only one person can speak at a time during a Push to Talk Plus call. In-Call Talker Override (Talker Priority) allows a pre-determined user priority to take the floor to communicate urgent message over participant. Push to Talk Plus services cannot be used for (i) access to the Internet, intranets or other data networks, except as the device's native applications & capabilities permit, (ii) any applications that tether Equipment to laptops, personal computers or other devices for any purpose. Please visit our website www.verizonwireless.com for additional Push to Talk information.

Mobile to Mobile: Mobile to Mobile minutes apply when making calls directly to or receiving calls directly from another Verizon Wireless Subscriber while in the America's Choice Home Rate and Coverage area. Mobile to Mobile does not apply to fixed wireless devices with usage substantially from a single cell site, for Push to Talk calls, if Call Forwarding or No Answer/Busy Transfer features are activated, or to data usage. Mobile to Mobile is not available to Subscribers whose current wireless exchanges restrict the delivery of Caller ID. Mobile to Mobile minutes will be applied before home airtime minutes.*

Night and Weekends: Applies to calls made in a calling plan's home rate and coverage area only during the following hours: 9:01pm Friday through 5:59am Monday and 9:01pm to 5:59am Monday through Friday.*

***NOTE:** If both Night and Weekend and Mobile to Mobile minute allowances apply to a given call, Mobile to Mobile minutes will apply before Night and Weekend minutes. However, if either allowance is unlimited, the unlimited allowance will always apply first.

TXT Messaging: TXT Messaging includes Short Message Service (SMS up to 160 characters) and Enhanced Messaging Service (EMS up to 1120 characters). Enhanced TXT Messages sent to most SMS handsets will be delivered as multiple TXT messages of up to 160 characters each. Subscribers have the option to have text messages disabled entirely without affecting voicemail or other related services. TXT Messaging plans do not include Operator Assisted Messaging or International Messaging, which is available for 25¢ per message sent and 10¢ per message received; see <http://vtext.com> for details and countries. Verizon Wireless is not responsible for information sent using TXT Messaging or Enhanced TXT Messaging. Verizon Wireless cannot guarantee that messages will be received and is not responsible for messages that are lost or misdirected. Messages not delivered after 5 days are automatically deleted. Airtime charges do not apply to the sending or receiving of text messages. When sending messages from Equipment, the sender's MTN will always be sent to the destination, even if Caller ID is used to block voice calls.

Mobile to Mobile Messaging: Cannot be combined with any other package that includes a TXT or PIX&FLIX allowance. Mobile to Mobile Messaging applies only to TXT/ PIX/ FLIX messages sent to and received from other Verizon Wireless Subscribers' phones, while both wireless Subscribers are within the National Enhanced Services Rate and Coverage Area. Additional messages apply to PIX Place, VTEXT/ TXT Alerts/ getAlerts, Instant Messaging (IM), Email, Premium Text Services, TXT/PIX/FLIX sent to non-Verizon Wireless customers, these messages will be decremented from the Subscriber's Additional Message allowance, or billed as overage. Additional Messages may not be applied toward International TXT Messaging, which cost 25¢ per message sent and 10¢ per message received; see <http://vtext.com> for details and countries.

Multi-Media Messaging (MMS): Multi-Media Messaging (MMS) includes Picture (PIX) and Video (FLIX) messaging and is only available within the National Enhanced Services Rate and Coverage Area. In addition to MMS charges, MMS uses calling plan home airtime minutes or kilobytes. Canceling an MMS after pressing SEND may result in sent messages that contain only partial content. Subscriber will be charged for outgoing MMS, even if not received by the intended recipient, or even if only partial content is delivered. Subscriber will not be charged for incoming MMS unless received. MMS that cannot be delivered within 5 days will be deleted. MMS is not available for use with a Mobile Office Kit. Camera phones are prohibited in some places. Subscribers are solely responsible for complying with all applicable laws, rules, regulations and policies regarding camera phone use.

Mobile Web: Airtime charges apply when using Mobile Web. Mobile Web Alerts are sent as TXT Messages and are subject to TXT Messaging pricing, plan details. Complete feature details for Mobile Web may be found at www.verizonwireless.com

International Long Distance: International Long Distance is available but may be subject to a 90-day payment history with Verizon Wireless. International long distance rates will vary and do not apply to calls to Canada, Puerto Rico, the U.S. Virgin Islands and some U.S. Protectorates, or to credit card or operator assisted calls.

Verizon Wireless International Long Distance Value Plan: Requires subscription to a qualifying calling plan and international dialing capability (I-DIAL). The ability to make international calls is not guaranteed and may be restricted without notice. Rates apply only on calls to Value Plan countries made from calling plan home airtime rate and coverage areas. If a calling plan includes calls to any Value Plan country, those calls will be billed per the requirements of the calling plan except when roaming on another carrier's network, in which case that carrier's rates will apply. Current international calling rates may be found at www.verizonwireless.com.

International Roaming (Global Phone): Availability of calling features and TXT messaging varies by country and network. Existing Subscribers who purchase a Global Phone may have to set up a new voice mailbox and, if so, will lose access to previously stored messages upon activation of Global Phone. Voice mail messages will be time-stamped Eastern Time. Calls to voice mail will appear on the bill as calls to the Subscriber's MTN. Actual availability of service in foreign countries may vary and is subject to change. Taxes and other regulatory surcharges may apply and may vary by country. While roaming on another carrier's wireless network, dialing rates and country availability may vary due to the roaming carrier's international dialing policies. Billing for airtime used when roaming may be delayed up to two billing cycles. By using Equipment outside the United States, Subscriber is solely responsible for complying with all applicable foreign laws, rules and regulations ("Foreign Laws"), including Foreign Laws regarding use of wireless phones while driving and use of wireless camera phones. Verizon Wireless is not liable for any damages that result from Subscriber's failure to comply with Foreign Laws.

Roaming in GSM countries: GSM Global Phone, activated in the United States with compatible Subscriber Identity Module (SIM) card required. Rates and plan details apply only when roaming on participating GSM networks in published Global Phone countries. Service may be available in additional countries, but airtime rates, availability of calling features, and ability to receive incoming calls (including return calls from emergency services personnel) may be restricted. Where TXT messaging is available, Customer will be charged \$0.50 for each message sent and \$0.05 for each message

received. TXT messaging rates are subject to change. TXT messages cannot exceed 140 characters and may be sent only to MTNs of (i) Verizon Wireless customers, and (ii) customers of foreign wireless carriers that participate in international text messaging. Check <http://vtext.com> for the most current list of participating foreign carriers. TXT messages cannot be sent to e-mail addresses.

Data Services

Data Services: Verizon Wireless charges you for all data and content sent or received using our network (including any network overhead and/or Internet Protocol overhead associated with content sent or received), as well as resolution of Internet Protocol addresses from domain names. Sending or receiving data using a virtual private network (VPN) involves additional VPN overhead for which you will be charged. Please note that certain applications or widgets periodically send and receive data in the background, without any action by the user, and you will be billed for such data use. Applications may automatically re-initiate data sessions without you pressing or clicking the **SEND** or connect button. Data sessions automatically terminate after 24 hours. A data session is inactive when no data is being transferred. Data sessions may seem inactive while data is actively being transferred, or may seem active when the data is actually cached and data is not being transferred. If you have a Data Only plan and use voice service, domestic voice calls will be billed at \$0.25/minute.

Verizon Wireless is implementing optimization and transcoding technologies in our network to transmit data files in a more efficient manner to allow available network capacity to benefit the greatest number of users. These techniques include caching less data, using less capacity, and sizing the video more appropriately for the device. The optimization process is agnostic to the content itself and to the website that provides it. While Verizon Wireless invests much effort to avoid changing text, image, and video files in the compression process, and while any change to the file is likely to be indiscernible, the optimization process may minimally impact the appearance of the file as displayed on your device. For a further, more detailed explanation of these techniques, please visit verizonwireless.com/vzwoptimization.

Verizon Wireless strives to provide customers with the best experience when using our network, a shared resource among tens of millions of customers. To further this objective, Verizon Wireless has implemented Network Optimization Practices designed to ensure that the overwhelming majority of data customers aren't negatively impacted by the inordinate data consumption of a few users. If you use an extraordinary amount of data and fall within the top 5% of Verizon Wireless data users, Verizon Wireless may reduce your data throughput speeds when connected to a congested cell site. The reduction can last for the remainder of the current bill cycle and the immediately following bill cycle to ensure high quality network performance for other users at locations and times of peak demand. For a further more detailed explanation of these techniques please visit verizonwireless.com/vzwoptimization. Data transfer amounts will vary based on application. If you download an audio or video file, the file may be downloaded in sections or in its entirety; data charges will apply to the portion downloaded, regardless of whether you listen to or watch all of it. You may access and monitor your own data usage during a particular billing period, including during the Return Period, by accessing My Verizon online or by contacting Customer Service.

Data Services: Permitted Uses: You can use Verizon Wireless Data Services for accessing the Internet and for such uses as: (i) Internet browsing; (ii) email; (iii) intranet access (including accessing corporate intranets, email and individual productivity applications made available by your company); (iv) uploading, downloading and streaming of audio, video and games; and (v) Voice over Internet Protocol (VoIP).

Data Services: Prohibited Uses. You may not use our Data Services for illegal purposes or purposes that infringe upon others' intellectual property rights, or in a manner that interferes with other users' service, that violates trade and economic sanctions and prohibitions as promulgated by the Departments of Commerce, Treasury or any other U.S. government agency, that interferes with network's ability to fairly allocate capacity among users, or that otherwise degrades service quality for other users. Examples of prohibited usage include: (i) server devices or host computer applications that are broadcast to multiple servers or recipients such that they could enable "bots" or similar routines (as set forth in more detail (ii) below) or otherwise denigrate network capacity or functionality; (ii) "auto-responders," "cancel-bots," or similar automated or manual routines that generate amounts of net traffic that could disrupt net user groups or e-mail use by others; (iii) generating "spam" or unsolicited commercial or bulk e-mail (or activities that facilitate the dissemination of such e-mail); (iv) any activity that adversely affects the ability of other users or systems to use either Verizon Wireless' services or the Internet-based resources of others, including the generation of dissemination of viruses, malware, or "denial of service" attacks; (v) accessing or attempting to access without authority, the information, accounts or devices of others, or to penetrate, or attempt to penetrate Verizon Wireless' or another entity's network or systems; or (vi) running software or other devices that maintain continuous active Internet connections when a computer's connection would otherwise be idle or "any keep alive" functions, unless they adhere to Verizon Wireless' requirements for such usage, which may be changed from time to time.

Verizon Wireless further reserves the right to take measures to protect our network and other users from harm, compromised capacity or degradation in performance. These measures may impact your service, and Verizon Wireless reserves the right to deny, modify or terminate service, with or without notice, to anyone Verizon Wireless believes is using Data Services in a manner that adversely impacts the Verizon Wireless network. **Verizon Wireless may monitor your compliance, or other subscribers' compliance, with these terms and conditions, but Verizon Wireless will not monitor the content of the communications except as otherwise expressly permitted or required by law.** [See verizonwireless.com/privacy]

Unlimited Data Plans and Features (such as NationalAccess, BroadbandAccess, Push to Talk, and certain VZEmail services) may ONLY be used with wireless devices for the following purposes: (i) Internet browsing; (ii) email; and (iii) intranet access (including access to corporate intranets, email, and individual productivity applications like customer relationship management, sales force, and field service automation). The Unlimited Data Plans and Features MAY NOT be used for any other purpose. Examples of prohibited uses include, without limitation, the following: (i) continuous uploading, downloading or streaming of audio or video programming or games; (ii) server devices or host computer applications, including, but not limited to, Web camera posts or broadcasts, automatic data feeds,

automated machine-to-machine connections or peer-to-peer (P2P) file sharing; or (iii) as a substitute or backup for private lines or dedicated data connections. This means, by way of example only, that checking email, surfing the Internet, downloading legally acquired songs, and/or visiting corporate intranets is permitted, but downloading movies using P2P file sharing services and/or redirecting television signals for viewing on laptops is prohibited.

For individual use only and not for resale. We reserve the right to protect our network from harm, which may impact legitimate data flows. We reserve the right to limit throughput or amount of data transferred exceeding 5 GB in a given billing cycle on any line, in any given billing cycle, and reserve the right to deny or terminate service, without notice, to anyone we believe is using an Unlimited Data Plan or Feature in any manner prohibited above or whose usage adversely impacts our network or service levels. Anyone using more than 5 GB per line in a given billing cycle is presumed to be using the service in a manner prohibited above, and we reserve the right to immediately terminate the service of any such person without notice. We also reserve the right to terminate service upon notification to the customer.

Unlimited VZAccess and VZEmail: NationalAccess, BroadbandAccess, and GlobalAccess data sessions may be used for the following purposes: (i) Internet browsing, (ii) e-mail, and (iii) intranet access (including access to corporate intranets, e-mail and individual productivity applications like customer relationship management, sales force and field service automation). Unlimited VZAccess, VZEmail and Push to Talk services cannot be used (i) for uploading, downloading or streaming of movies, music or games, (ii) with server devices or with host computer applications, other than applications required for BlackBerry or Wireless Sync service, including, but not limited to, Web camera posts or broadcasts, automatic data feeds, Voice over IP (VoIP), automated machine-to-machine connections, or peer-to-peer (P2P) file sharing, or (iii) as a substitute or backup for private lines or dedicated data connections. Additionally, Unlimited VZEmail services cannot be used for, (i) access to the Internet, intranets or other data networks, except as the Equipment's native applications and capabilities permit, or (ii) for any applications that tether Equipment to laptops or personal computers other than for use of the Wireless Sync or BlackBerry Solutions. Unlimited BroadbandAccess and NationalAccess data sessions automatically terminate after 2 hours of inactivity, unless Subscriber has Mobile IP (MIP) capable Equipment

Data Roaming: In the Canadian Broadband and Canadian Enhanced Services Rate and Coverage Areas, usage will be charged at a rate of \$0.002/KB or \$2.05/MB. In the Mexican Enhanced Services Rate and Coverage Area, usage will be charged at a rate of \$0.005/KB or \$5.12/MB. In other available countries, usage will be billed at a rate of \$0.02/KB or \$20.48/MB. International Eligibility is needed to roam in many destinations. Current coverage details, and list of Other Available Countries can be found at www.verizonwireless.com/global

GlobalAccess: Global PC Card required for international use. Global PC Cards will not work in the United States or Canada and GlobalAccess Subscribers will need a NationalAccess or BroadbandAccess PC card for domestic use. The domestic and Global PC Cards cannot be used at the same time. GlobalAccess Subscribers must activate and update their Preferred Roaming lists while in the National Enhanced Services Rate and Coverage Area every three months. Verizon Wireless reserves the right to terminate the service of any Subscriber whose total usage is less than half on the Verizon Wireless National Enhanced Services Rate and Coverage Area over three consecutive billing cycles. Verizon Wireless SIM Cards are for use only with the Global PC Card and only for the purpose of this service. Subscriber is responsible for any unauthorized use of its SIM Cards and must safeguard security codes. Upon termination of service, Subscriber must destroy SIM Card. By using your Global PC Card outside the United States, Subscriber is solely responsible for complying with all applicable Foreign Laws. Verizon Wireless will not be liable for any damages that result from Subscriber's failure to comply with Foreign Laws.

GlobalEmail: GlobalEmail capable equipment required. Verizon Wireless reserves the right to terminate the GlobalEmail service of Subscribers that have less than half of their usage on the Verizon Wireless National Enhanced Services Rate and Coverage Area over three consecutive billing cycles. SIM Cards are for use with GlobalEmail Equipment, and only for the purpose of GlobalEmail service. Customer is responsible for any unauthorized use of SIM Cards, and must safeguard security codes. Upon termination of service, please destroy any applicable SIM Cards. Subscribers using GlobalEmail outside the United States, agree that they are solely responsible for complying with all applicable foreign laws, rules and regulations ("foreign laws"). Customer agrees that Verizon Wireless is not liable for any damages that result from Subscriber's failure to comply with foreign laws. GlobalEmail Subscribers must activate and update their Preferred Roaming lists while in the National Enhanced Services Rate and Coverage Area every three months. TXT messaging billed at standard domestic and international TXT Messaging rates. Existing Verizon Wireless Subscribers migrating to GlobalEmail plans may be required to extend their Line Term.

Share Option

Share Option: Sharing is available only among Government Subscribers on applicable calling plans choosing the Share Option.

America's Choice for Business & Voice and Data Choice Bundles for Business Subscribers: (NOTE: Subscribers to America's Choice for Business and Voice and Data Choice Bundles for Business can share voice minutes across these plans and price points subject to some billing system limitations.). Sharing on these calling plans is for voice home airtime minutes only. Customer must maintain a minimum of five (5) Government Subscriber lines, all choosing a qualifying plan with Share Option. Sharing may only be available among Subscribers activating Wireless Service in the same Verizon Wireless market or group of markets (geographic regions may contain multiple Verizon Wireless markets). Sharing may require all Subscribers to be on the same billing account. Each sharing Subscriber's unused anytime minutes will pass to other sharing Subscribers that have exceeded their anytime minutes during the same monthly billing period (Mobile to Mobile minutes and Night and Weekend minutes do not share). Each sharing Subscriber's Monthly Home Airtime Allowance Minutes apply first to that line. Unused Monthly Home Airtime Minutes are then shared with other sharing Subscribers that have exceeded their Monthly Home Airtime Allowance in order of highest usage. At the termination of the Agreement, Government Subscriber lines on America's Choice for Business with Share Option may be migrated onto applicable retail consumer pricing or

Government pricing. Calling plan changes may not take effect until the billing cycle following the change request. Based on the geographic location of Customer's Government Subscribers, some Customers may have to have sharing Subscribers activated in more than one Verizon Wireless billing system. Sharing among Subscribers in multiple Verizon Wireless billing systems requires online invoicing or reporting, and a minimum of one hundred (100) Government Subscribers all choosing the Share Option. Unused minutes for cross billing system sharing will be distributed proportionally as a ratio of the minutes needed by each sharing Subscriber to the total minutes needed by all sharing Subscribers. Accounts that share across Verizon Wireless billing systems require set up that may take thirty (30) to sixty (60) days.

M2M Data Plans and Feature Details

A data session is inactive when no data is being transferred, and may seem inactive while data is actively being transferred to a device, or seem active when actually cached and not transferring data. Customer must maintain virus protection when accessing the service and is responsible for all data sent and received including "overhead" (data that is in addition to user-transmitted data, including control, operational and routing instructions, error-checking characters as well as retransmissions of user-data messages that are received in error) whether or not such data is actually received. Verizon Wireless will not be liable for problems receiving Service that result from Customer's device.

Megabyte (MB) Data Plans: M2M data usage is rounded to next full kilobyte at end of each billing cycle. Any unused portion of the megabyte allowance is lost. Equipment will not indicate kilobyte usage.

NationalAccess Roaming Feature: Not for use with Mobile Office Kits. Dynamic IP addresses will be assigned when roaming. Usage rounded up to next full kilobyte. For information on where NationalAccess Roaming is available, see www.verizonwireless.com.

Data Roaming: In the Canadian Broadband and Canadian Enhanced Services Rate and Coverage Areas, usage will be charged at a rate of \$0.002/KB or \$2.05/MB. In the Mexican Enhanced Services Rate and Coverage Area, usage will be charged at a rate of \$0.005/KB or \$5.12/MB. For more information on roaming in Canada and Mexico, visit verizonwireless.com/narooming. In the Bermuda, China, Dominican Republic, Guam, India, Israel, Saipan and South Korea Enhanced Services Rate and Coverage Areas, usage will be billed at a rate of \$0.02/KB or \$20.48/MB. I-Dial is needed to roam in many destinations. Only the Canadian Broadband Rate and Coverage Area supports EV-DO.

One TalkSM and Message+ from Verizon - Government Terms of Service

One Talk from Verizon, together with its related devices, software and applications ("**Service**" or "**One Talk**"), is a commercially available business telephone solution that brings together the functions of office phones and mobile devices (smartphones and tablets) into a unified system, with all devices sharing the same communication features. (See <https://www.verizonwireless.com/support/one-talk-features/> for a listing of features currently available with the Service.)

The following terms of service apply to the One Talk Service. "Customer" means the eligible entity purchasing the One Talk service under the Contract along with any Customer end users using the Service.

- 1. Customer Agreement.** Customer's use of the Service is subject to all Contract terms. This applies regardless of whether the end user device is on the Customer's account or paid for by the end user (e.g. a Bring Your Own Device arrangement between Customer and end user).
- 2. How the Service Works.** For the Service to work on wireless devices, Customer must select the line on your agency's profile to which you wish to add the One Talk feature. Each One Talk phone number can be shared with up to eight (8) devices (which can include one (1) smartphone using One Talk in Basic Dialer mode (if available), five (5) smartphones and/or tablets using the One Talk Mobile App, and two (2) desk phones. (Note that desk phones are not required for the Service.) You may only make voice and/or video calls with up to three (3) devices per One Talk phone number at the same time. The Service is not compatible with all price plans and desk phones are not available under all contracts. Check with your sales representative for plan compatibility with the Service and the availability of desk phones under the Contract.

Customer is solely responsible for managing its end user access to the One Talk Service, management of end user devices and management of information transmitted via the Service. Addition of devices and associated Service features is managed and administered by the Customer through Verizon Wireless' web portal.

A. One Talk Components

One Talk Basic Dialer. If available, the One Talk Basic Dialer adds various business features to a compatible device's native dialer, which on a compatible smartphones (see <https://www.verizonwireless.com/support/compatible-one-talk-devices/> for a current list of supported devices.) With One Talk in Basic Dialer mode, Customer's One Talk phone number will be the same as its Verizon Wireless phone number. Other devices that you select will share the same One Talk phone number.

One Talk Mobile App. The One Talk Mobile App is available for smartphone and tablets either from the Google PlayTM Store for devices with AndroidTM 5.0 or higher or from the Apple[®] App Store for devices with iOS 9.0 or higher. To use the Service, Customer must add a One Talk phone number to the Mobile App and end users must use the Mobile App to make voice and video calls and to send and receive messages. You can also obtain access to One Talk features through the Mobile App. With the Mobile App, the device will have two phone numbers – one for its original native dialer (if available), and the other for the One Talk number. Other associated devices will share the same One Talk number. Users may install the One Talk Mobile App on a compatible device, including devices receiving service from other carriers. In such circumstances, One Talk phone numbers

must be added to their devices, and the users will be Verizon Wireless subscribers for purposes of the Service only, even if they continue to use a different carrier for their original mobile telephone numbers. In order to use messaging through the One Talk Mobile App, the customer also must add the Message + App.

Message+ App. The Message+ App provides an integrated and customized messaging experience across an end user's mobile phone, tablet, PC, and other devices, and an integrated calling experience across a user's mobile phone and tablet. (Note that integrated calling is not part of the One Talk Service.) An end user can also send group, location and other multimedia messages ("MMS") in addition to traditional text messages. The Message+ App includes an Integrated Messaging feature that lets users send and receive text and multimedia messages on an end user's smartphone, tablet, computer or the web using a user's Verizon One Talk mobile telephone number. The service syncs up to 90 days of messages across an end user's devices.

One Talk Desk Phones. One Talk desk phones are Voice-over-Internet Protocol (VoIP) devices that must be purchased from Verizon Wireless. At your location, you will need separate broadband service (from Verizon or another ISP), either Ethernet or Wi-Fi connectivity, and AC power. Check with your Verizon Wireless sales representative for the availability of desk phones under the Contract.

Auto Receptionist: Hunt Group. In order to utilize either of these features, Customer must activate a new Verizon Wireless line or port in a line from another carrier. The settings for the line must be configured using the One Talk section of the My Business web portal.

B. Charges

For each One Talk line, you will be charged a monthly recurring fee for the Service, in addition to the charges for data, voice, and messaging based on your service plan. Charges for international use may apply. You may be assessed additional 911 surcharges if required by law, for up to a maximum of three devices on each mobile phone number during the applicable billing cycle.

Desk Phones. Voice and video calls to and from One Talk desk phones will consume data on your existing broadband, cellular, or Wi-Fi connection. The following applies if you use the VZW network to connect to the Service:

One Talk Basic Dialer. Adding the One Talk feature to a smartphone does not consume any data. If you have a device that supports video calling, the voice portion will be billed as minutes of use and the video portion will be billed as data. Voice calls will be billed as minutes of use only.

One Talk Mobile App. Your download of the One Talk Mobile App will consume approximately 30 MB of data. Your use of the Service (including your download of the One Talk Mobile App) will be billed as data.

Auto Receptionist; Hunt Group. You will be charged a monthly recurring fee for each Auto Receptionist and Hunt Group line in your company's profile.

Integrated Calling Charges (Message+). Integrated Calling does not have a separate monthly service fee, but data usage charges will be incurred in accordance with Customer's service plan. If a call is transferred among connected devices, each transfer will be billed as a separate call. Also, depending on the service address, Customer may be assessed an additional 911 charge if required by law. Any call made from a tablet to a U.S. number will be treated as a domestic call, no matter where the call originates. Any call made from a tablet to a non-U.S. number will be treated as an international long distance call that originates in the U.S., which is subject to U.S. taxes, fees and Verizon surcharges, no matter where the call actually originates. These calls will be billed in accordance with Customer's international calling plan and/or international Contract rates.

3. **Emergency 911 Calls.** End users can make a 911 call over a Wi-Fi connection when using the Service, but whenever possible, end users should avoid doing so because 911 calls over a WiFi connection will not work if there is a failure of your broadband connection or electrical power, or if the 911 system doesn't recognize the address. In addition, when using a One Talk desk phone, voice functionality (including the ability to make and receive 911 calls) will not be available during a power outage, broadband connection failure or other service disruption. Before any desk phone can be activated or the Service can be activated on any device, Customer must enter the U.S. address where Customer wants emergency services to be sent if end users call 911. It is not necessary to use the same address for all devices. It is very important that Customer updates its 911 address whenever Customer changes its location for any of these devices because this is the location that will be given to emergency services when end users dial 911. End users can go to their mobile device's Settings and change their 911 address at any time. Customer can change the 911 address for a desk phone on the One Talk section of the My Business web portal. (Note: With a smartphone using the One Talk Mobile App, emergency services will use the 911 address only if you use Wi-Fi to make the 911 call. If end users are using the Verizon Wireless Network, their smartphone's built-in capabilities will provide the location of the end user's device.)

4. **Integrated Messaging Text Message Feature.** To send and receive SMS messages, Mobile devices associated with either One Talk Basic Dialer (if available) or One Talk Mobile App must download the Message+ App to the device. The Integrated Messaging functionality of Message+ enables you to synchronize messages across multiple devices, including smartphones, tablets and the web. Text messages sent and received while using the Service are separate from the native texting app (dual numbers) and are only temporarily retained on the One Talk message platform in the cloud. End users with access to the Service on a Smartphone or the Mobile Client can retrieve/download any text message sent or received using the Service.

5.

HIPAA. Integrated Messaging is not designed for secure transmission or storage of personal healthcare information. Therefore, Customer agrees not to use Service to store or transmit Protected Health Information (PHI) as defined in the Health Insurance Portability & Accountability Act of 1996 and the Health Information Technology for Economic and Clinical Health Act of 2009 and accompanying regulations (collectively "HIPAA"). Covered Entities and Business Associates (as defined by HIPAA) will not use Integrated Messaging to store or transmit PHI. Customers that do not want its end users to save messages to the cloud (including all Covered Entities and Business Associates, as defined by HIPAA), must have an authorized representative block Integrated Messaging. For further information, go to <https://www.verizonwireless.com/support/verizon-messages-legal/>. To learn more about HIPAA, go to: <http://www.hhs.gov/ocr/privacy/hipaa/understanding/index.html>.

6. **Service Limitations.** The Service is not compatible with fax machines, credit card machines or certain security systems. Your Verizon Wireless representative can suggest other possible solutions for some of these functions. Please check with your provider to confirm the compatibility requirements of your security system.

7. **Important Service Disclosures.** CUSTOMER ACKNOWLEDGES AND AGREES THAT THE SERVICE IS IMPLEMENTED WITHOUT SPECIFIC CONTROLS THAT MAY GENERALLY BE REQUIRED OR CUSTOMARY FOR CUSTOMERS IN ANY PARTICULAR INDUSTRY AND ARE NOT DESIGNED TO SATISFY ANY SPECIFIC LEGAL OBLIGATIONS. CUSTOMER IS SOLELY RESPONSIBLE FOR DETERMINING THAT THE SERVICE SATISFIES ANY LEGAL, REGULATORY OR CONTRACTUAL OBLIGATIONS CUSTOMER MAY HAVE. CUSTOMER AGREES TO USE THE SERVICES IN ACCORDANCE WITH ALL APPLICABLE LAWS AND NOT TO USE THE SERVICES IN ANY MANNER THAT MAY IMPOSE LEGAL, REGULATORY OR CONTRACTUAL OBLIGATIONS ON VERIZON WIRELESS, OTHER THAN THOSE WITH WHICH WE HAVE EXPRESSLY AGREED TO COMPLY IN THIS ADDENDUM.

CUSTOMER IS ON NOTICE THAT ANY TEXT MESSAGES DELIVERED TO A DEVICE USING THE SERVICE WILL REMAIN ON THAT DEVICE, EVEN AFTER THE MESSAGING FEATURE IS REMOVED OR END USER IS DEREGISTERED AND NO LONGER HAS ACCESS TO THE SERVICE. END USERS CONTROL THE DELETION OF MESSAGES RECEIVED ON THEIR DEVICES.

8. **Software.** In connection with the Service, Verizon Wireless will provide software that is owned by us, our affiliates or third-party licensors ("**Software**"). Verizon Wireless may update the Software from time to time and Customer and/or end user failure to install any update may affect Customer's Service and/or use of the Software. Customer may use the Software only as part of, or for use with, the Service as authorized in this Addendum.

Verizon Wireless grants Customer a limited, non-exclusive, non-transferable license to use the Service and the Software solely as authorized in this Addendum. All rights regarding use of the Service and Software not expressly granted in this Addendum are reserved by Verizon Wireless and/or any third-party licensors. The Software contains some programming, scripts, tools, modules, libraries, components, or other items that were developed using "Open Source" code; which are available for download at www.verizon.com/opensource.

Software was developed solely at private expense, and Customer has no other rights in software than those set forth herein. As such, customer may not adapt, alter, modify, reverse engineer, de-compile, disassemble, translate, attempt to derive source code from or create derivative works of the Service or Software, or otherwise tamper with or modify any security features or other Service components for any reason (or allow or help anyone else to do so). Customer also agrees to follow all rules and policies applicable to the Service, including the installation of required or automated updates, modifications and/or reinstallations of Software and obtaining available patches to address security, interoperability and/or performance issues.

9. **Disclaimer of Warranty.** THE SERVICE AND SOFTWARE ARE PROVIDED "AS IS" AND "AS AVAILABLE" WITHOUT WARRANTIES, EXPRESS OR IMPLIED, OF ANY KIND BY EITHER VERIZON WIRELESS, OUR AFFILIATES, OFFICERS, EMPLOYEES, LICENSORS, CONTRACTORS, AND AGENTS (TOGETHER, THE "VERIZON PARTIES"), INCLUDING BUT NOT LIMITED TO WARRANTIES OF TITLE, NON-INFRINGEMENT OR IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. THE VERIZON PARTIES AND ANY THIRD PARTY MOBILE APPLICATION STORE OPERATORS FROM WHICH YOU DOWNLOAD THE ONE TALK MOBILE APP WILL NOT BE LIABLE TO YOU OR ANYONE ELSE FOR ANY LOSSES OR DAMAGES OF ANY KIND OR ANY SECURITY ISSUES THAT MAY RESULT FROM YOUR USE OF THE SERVICE. NO ADVICE OR INFORMATION GIVEN BY THE VERIZON PARTIES SHALL CREATE ANY WARRANTY HEREUNDER.

Networkfleet Terms and Conditions

1. DEFINITIONS. In these Terms and Conditions, the following terms, when capitalized, shall have the meaning set forth below:

"Customer Website Pages" means the web pages on the Networkfleet Website designated by Networkfleet for use by Customer.

"Devices" means the Networkfleet wireless device(s) identified on an accepted order.

"Networkfleet Services" means the services ordered hereunder including, but not limited to: (a) collection of diagnostic and/or location information from a Vehicle; (b) any proprietary data feed or elements thereof or any APIs provided by Networkfleet; (c) analysis, delivery and posting of Vehicle information to the Networkfleet Website; (d) notification to Customer and/or a designated third party by e-mail of certain events or Vehicle information; (e) Customer access and usage of Customer Website Pages; and (f) Device installation services.

"Networkfleet Website" means the Networkfleet website currently located at www.networkfleet.com.

"Network Fleet" is a wholly owned subsidiary of Verizon Communications, Inc, and an affiliate of Cellco Partnership, d/b/a Verizon Wireless which is the "Contractor" under the Verizon Wireless State of Florida Contract DMS-10/11-008C

"Service Partners" means the entities that Verizon Wireless works with, from time to time, to provide the Networkfleet Services, including, but not limited to, installers, website operators, mapping data providers and licensors.

"Vehicle" means any vehicle equipment equipped with a Device and owned or under the control of Customer.

2. NETWORKFLEET LICENSE. During the time that Customer is entitled to receive Networkfleet Services hereunder, the Customer shall have a non exclusive, non transferable license to (i) use the Networkfleet Services in the United States and such other countries as may be approved by Verizon Wireless in writing, (ii) access and use the Customer Website Pages, and (iii) use the firmware and software included in the Devices, solely for use in connection with the Networkfleet Services, and as provided in these Terms and Conditions. Redistribution or resale of this information by the Customer is prohibited without prior written consent.

3. INSTALLATION SERVICES. If Verizon Wireless accepts an order for Device installation services, such services may be performed by Service Partners who will install the Device at a mutually agreed location, in accordance with Networkfleet's Installation Policy, located at http://info.networkfleet.com/rs/networkfleet/images/Installation_Policy.pdf, as it may be amended from time to time, which is available at the Networkfleet Website. Customer acknowledges and agrees that installation of the Device may involve drilling holes, rewiring and other similar alterations to the Vehicle and that Verizon Wireless is not obligated to restore the Vehicle after removal of the Device.

4. CUSTOMER OBLIGATIONS. Customer shall limit its use of the Devices, Networkfleet Services, Networkfleet Website, and Customer Website Pages to their intended purposes and shall comply, and cause its employees and agents to comply with all applicable laws and regulations and with Networkfleet's Website Acceptable Use Policy, Privacy Policy and all other policies that Networkfleet may establish from time to time, which are, or will be available, on the Networkfleet Website. Customer shall inform its drivers of Vehicles that such Vehicle has been enabled for Networkfleet Services and that the Networkfleet Services include the collection of data points associated with the Vehicle's location and manner of operation.

5. LIMITED WARRANTY. (a) Verizon Wireless warrants to Customer that a Device purchased hereunder (other than an Asset Tracker device) will be free from defects in material and workmanship that prevent the Device from functioning in accordance with its specifications for a period of three (3) years following the initial activation of a Device. The period may be extended though the same period of time as the Customer has continuously paid for Networkfleet Services for the Device;

(b) Verizon Wireless warrants to Customer that an Asset Tracker device which has been purchased new from Networkfleet by Customer, will be free from defects in material and workmanship that prevent it from functioning in accordance with its specifications for a period of three (3) years from initial activation, excluding the battery.

(c) Verizon Wireless warrants to Customer that all accessories that are purchased new from Networkfleet by Customer will be free from defects in material and workmanship that prevent them from functioning in accordance with their specifications for a period of one (1) year from the date of shipment,

(d) Verizon Wireless warrants to Customer that installation services will be free from defects in workmanship for a period of one (1) year from completion of any such installation services (unless Customer has purchased an extended installation warranty). Verizon Wireless warrants that extended warranty installation services will be free from defects in workmanship for a period of one (1) year following completion of such services. The period may be extended through the same period of time as the Customer has continuously paid for such extended warranty installation service.

(e) Warranty claims must be made by notifying Verizon Wireless in writing promptly after Customer learns of the facts supporting a warranty claim, as specified in Networkfleet's then-current applicable warranty policy. The warranty policy can be found at

<http://info.networkfleet.com/rs/networkfleet/images/Warranty.pdf>. Verizon Wireless will, at its discretion, either repair or replace any non-complying Device with a Device of equivalent functionality, and if applicable, remedy any defects in installation of the Device.

(f) THE REMEDIES IN THIS SECTION ARE THE SOLE OBLIGATIONS AND REMEDY FOR BREACH OF ANY WARRANTY.

6. EXCLUSIONS. The Limited does not cover repair, replacement or correction of any defect, damage or malfunctions caused by: (i) failure to properly install the Devices as described in the Networkfleet installation guides (if installation is not performed by Networkfleet); (ii) accident, negligence, theft, vandalism, operator error, misuse or acts of Nature; (iii) failure of the facilities Customer uses to access the Networkfleet Website or to conform to Networkfleet specifications; (iv) modifications, attachments, repairs or unauthorized parts replacements performed by Customer or any third party not authorized by Networkfleet; or (v) use by Customer of hardware or software not provided or approved by Networkfleet. Customer will be responsible for the cost of Support Services provided by Networkfleet caused by any of the foregoing.

7. DISCLAIMER OF WARRANTIES. EXCEPT FOR THE LIMITED WARRANTY SET FORTH IN SECTION 5, VERIZON WIRELESS MAKES NO WARRANTY OR GUARANTEE OF ANY KIND WITH RESPECT TO THE DEVICES AND THE NETWORKFLEET SERVICES. TO THE FULLEST EXTENT PERMISSIBLE BY APPLICABLE LAW, VERIZON WIRELESS DISCLAIMS ALL REPRESENTATIONS AND WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO: IMPLIED WARRANTIES OF NONINFRINGEMENT, MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE; AND ANY IMPLIED WARRANTY ARISING FROM COURSE OF PERFORMANCE, COURSE OF DEALING OR USAGE OF TRADE. VERIZON WIRELESS DOES NOT WARRANT THAT THE RECEIPT OF DATA, MAPPING INFORMATION, AND OTHER CONTENT FROM THE DEVICES WILL BE AVAILABLE AT ALL TIMES, AT ALL GEOGRAPHIC LOCATIONS, UNINTERRUPTED OR ERROR-FREE, OR THAT THE TRANSMISSION OF DATA, MAPPING INFORMATION, AND OTHER CONTENT FROM NETWORKFLEET TO CUSTOMER OR TO THE CUSTOMER WEBSITE PAGES WILL ALWAYS BE ACCURATE, TIMELY OR COMPLETE.

8. LIMITATION OF LIABILITY. (a) NEITHER PARTY WILL BE LIABLE FOR CONSEQUENTIAL, SPECIAL, INDIRECT OR INCIDENTAL DAMAGES, INCLUDING LOST PROFITS OR LOST DATA, EVEN IF THAT PARTY IS INFORMED THAT THOSE DAMAGES MAY OCCUR. VERIZON WIRELESS' CUMULATIVE LIABILITY UNDER ANY LEGAL THEORY SHALL NOT EXCEED THE AMOUNT PAID TO VERIZON WIRELESS. (b) WITHOUT LIMITING THE FOREGOING, VERIZON WIRELESS AND THE SERVICE PARTNERS ARE NOT RESPONSIBLE FOR LIABILITIES OF ANY KIND RESULTING FROM DELAYS IN DELIVERY, INSTALLATION OR PROVIDING NETWORKFLEET SERVICES OR OTHER SERVICES, REGARDLESS OF THE CAUSE OF THE DELAY. CUSTOMER UNDERSTANDS AND AGREES THAT VERIZON WIRELESS SHALL NOT BE LIABLE FOR ANY DAMAGES OF ANY KIND RESULTING FROM AN ALLEGED OR ACTUAL LACK OF SECURITY RELATING TO CUSTOMER'S USE OF THE NETWORKFLEET SERVICES. (c) CUSTOMER UNDERSTANDS AND AGREES THAT: (i) THE DEVICE IS A WIRELESS DEVICE AND THAT WIRELESS COMMUNICATIONS NETWORKS ARE USED TO CONNECT THE DEVICES WITH NETWORKFLEETS DATA CENTER AND BY USING GPS (GLOBAL POSITIONING SYSTEM) TO DETERMINE A VEHICLE'S LOCATION; (ii) THE NETWORKFLEET SERVICES WILL NOT OPERATE UNLESS A VEHICLE IS IN AN AREA THAT HAS ADEQUATE WIRELESS COMMUNICATIONS COVERAGE AND, EVEN IF A VEHICLE IS IN SUCH AREA, THE NETWORKFLEET SERVICE IS SUBJECT TO WIRELESS SERVICE NETWORK AND TRANSMISSION LIMITATIONS AND MAY BE ADVERSELY AFFECTED BY TERRAIN, SIGNAL STRENGTH, WEATHER AND ATMOSPHERIC CONDITIONS, OR OTHER THINGS THAT VERIZON WIRELESS DO NOT CONTROL; AND (iii) INFORMATION ABOUT A VEHICLE'S LOCATION WILL NOT BE AVAILABLE UNLESS THE DEVICE IN THE VEHICLE IS ABLE TO RECEIVE GPS SIGNALS.

9. PROPRIETARY RIGHTS. Customer acknowledges and agrees that the Devices, the Networkfleet Service and the Networkfleet Website may include patent, copyright, trademark, service mark, trade secrets, or other intellectual property rights (collectively "Proprietary Rights") of Networkfleet, its affiliates or the Service Partners (including, with respect to the Networkfleet Website, materials that may be proprietary to Service Partners and suppliers, and that Networkfleet, its affiliates, including Verizon Wireless and/or the Service Partners retain title to and ownership of those Proprietary Rights and any and all improvements, modifications, fixes or enhancements made by or for Networkfleet, its affiliates and/or the Service Partners to the Devices, the Networkfleet Service or the Networkfleet Website and grant such Customers a limited license for purposes of utilizing the services for the purposes outlined in this agreement. Customer will not copy, modify, reverse-engineer, disassemble or decompile any software or firmware included in any Device or the Networkfleet Website or otherwise provided to Customer by or on behalf of Networkfleet, and will not disclose such software or provide access to the Devices, such software or any Networkfleet Services to any third party for such a purpose. Customer agrees that with respect to the Networkfleet Services, it shall not, nor shall it permit any third party to (a) assign, transfer, lease, rent, sell, distribute or import such Networkfleet Services to any third party; (b) except with the express written consent of Verizon Wireless, combine, embed or incorporate the Networkfleet Services into any other product or service other than any Customer-owned or developed interface for purposes of receiving the data feed delivered from the Networkfleet Devices; (c) reverse engineer, translate, convert, decompile the Networkfleet Services; (d) remove or alter any proprietary notices in the Networkfleet Services; (e) use the Networkfleet Services in connection with the transmission, sale, license, or delivery of any infringing, defamatory, offensive, or illegal products, services, or materials; (f) use the Networkfleet Services in any manner that threatens the integrity, performance, or availability of the Networkfleet Service; or (g) use the Networkfleet Service in any manner that violates local, state or federal laws, regulations or orders. The Networkfleet Website includes aerial, satellite imagery from Digital Globe, one of the Service Partners, as a mapping option. If Customer uses such mapping option, Customer agrees to comply with the terms of use contained in Digital Globe's End User License Agreement found at <https://www.digitalglobe.com/legal/product-terms-and-conditions>.

10. MODIFICATIONS; WEBSITE MAINTENANCE. Networkfleet may alter or modify all or part of the Devices, the Networkfleet Services or the Networkfleet Website from time to time; provided such changes do not materially adversely affect Customer's use of the Networkfleet Services or

Networkfleet Website. Subject to the foregoing, such changes may include, without limitation, the addition or withdrawal of features, information, products, services, software or changes in instructions. Networkfleet reserves the right to perform scheduled maintenance for the Networkfleet Services and Networkfleet Website from time to time. This may include application and database maintenance as well as general website maintenance and may or may not involve Networkfleet Website and Networkfleet Services unavailability.

11. DATA. Customer represents and warrants that it has all rights and authority with respect to the data Verizon Wireless, Networkfleet, and the Service Partners acquire and transmit through Customer's use of the Devices, the Networkfleet Services and the Networkfleet Website ("Business Data") and grant the rights and approvals set forth in this Agreement and further grants to Verizon Wireless, Networkfleet, its affiliates and the Service Partners the nonexclusive, license and right to collect, access and use Business Data, and to access, copy and use the Business Data in the course of performing the Networkfleet Services and to analyze, measure and optimize the performance of the Devices and the Networkfleet Services and to develop new offerings for Customer and others and for other purposes of Networkfleet and its affiliates, including the development of data products for sale, licensing and distribution to third parties during the term of its contract with the Customer; provided, however, that except as may be required under law or court order, Networkfleet will not disclose or distribute Business Data to a third party in a form that permits identification of Customer.

12. EXPORT CONTROL. Customer understands and agrees that: (i) the software used in connection with the Service is controlled by US export control laws; (ii) further transfer or export of the software may be subject to US export control laws or similar laws of other countries; (iii) Customer will abide by such laws; and (iv) Customer will not re-export or divert the software to a country or activity in contravention of U.S. law. Customer represents and warrant that: (i) Customer is not now located in, does not maintain an office or residence in, is not a citizen of, nor does Customer intend to travel to (without agreeing to follow any specific federal regulatory parameters on such travel), any of the following countries: Cuba, Iran, North Korea, Sudan, Syria, or other locations where the United States or other governments may have restrictions; and (ii) Customer is not, nor does Customer anticipate being, listed on any U.S. Government, United Nations or other country's prohibited parties list (including, but not limited to the U.S. Department of Commerce Denied Persons List or Entity List and the U.S. Treasury Department's Specially Designated Nationals, Terrorists or Narcotics Traffickers List).

13. OWNERSHIP AND ACCEPTANCE. Title transfer and acceptance of products and services occur upon shipment or provision of service.

14. GENERAL. (a) No amendment, change, modification or waiver to any provision of any accepted order or these Terms and Conditions will be binding unless signed by an authorized representative of each party. (b) The parties' respective rights and obligations under Sections 7. DISCLAIMER OF WARRANTIES, 9. PROPRIETARY RIGHTS, and 11. DATA survive termination of an order.

Digital Signage Service - Government Terms of Service

These terms and conditions are specific to the Digital Signage Service ("DSS") (described below) to be provided by Verizon Wireless to Customer hereunder. If there are any inconsistencies between these DSS Government Terms of Service ("GTOS") and the Agreement, these DSS GTOS shall control with respect to the Digital Signage Service. Any capitalized but undefined terms used in the DSS GTOS shall have the meanings given such terms in the Agreement. By using the Digital Signage Service, Customer acknowledges the terms and conditions on the Portal (defined below) at <https://digitalsignage.verizon.com/support/legal>, which are incorporated herein and may be modified by Verizon Wireless from time to time.

Digital Signage Service Overview. Verizon Wireless's Digital Signage Service allows Customer's digital content to be displayed on Customer signage. The service includes (i) a Verizon LTE Media Player and its components ("Media Player"), which is installed by Customer on its signage, (ii) connection to Verizon Wireless's 4G LTE network, and (iii) use of the Digital Signage Management System ("Portal"), which is accessed via the internet, provides a tool to manage the Media Player, and distribute Customer Content (defined below) to multiple sign displays and to update content securely. Together, these components make up the "Digital Signage Service."

Account Protection. Verizon Wireless will provide Customer with an initial user name and password to access the Portal, for which Customer is solely responsible. Customer shall permit access to the Portal only by individuals who are authorized by Customer ("User(s)"). Any access to the Portal via such user name and password shall be deemed by Verizon Wireless to be done with Customer's authorization. Customer shall be liable for the acts and omissions of its Users. Customer agrees to immediately notify Verizon Wireless of any unauthorized access to the Portal, account, or any other breach of security. The account and Portal credentials are for Customer's internal use only and may not be assigned or used by any third party for any reason without Verizon Wireless's written consent.

Content. Customer grants Verizon Wireless, its agents, suppliers and subcontractors, the right to process and deliver digital content and data sent to or received by Verizon Wireless from or at the direction of Customer and/or its Users as part of the Service ("Content"). Customer retains all right, title and interest in Content and is solely responsible for any Content uploaded or provided to Verizon Wireless. Transmission, use, distribution or storage of any Content without proper authorizations, or in violation of any applicable law, regulation, or publicity or privacy rights is prohibited. Content shall not include any malware, spyware or any other malicious code. If Verizon Wireless believes Content or any use of the Service violates this DSS Attachment, is fraudulent or misleading, or if the continued provision of the Service violates applicable law, Verizon Wireless may immediately suspend

the Digital Signage Service and take other measures as necessary to protect Verizon Wireless, its customers, facilities, network, services, or third parties.

Equipment. As part of the Service, Customer must purchase, install and maintain the required Media Player(s). Media Players are for use only in connection with the Digital Signage Service and for no other use.

Customer Obligations. Customer is responsible for: (a) proper configuration and use of the Digital Signage Service, (b) determining whether Content is suitable for the Digital Signage Service, including whether the Digital Signage Service is compatible with Customer provided equipment and requirements for transmission; (c) obtaining all required third-party consents for Verizon Wireless's processing and delivery of Content (including transfers outside the country of origin); (d) taking appropriate steps to secure and backup Content.

Campaigns. Customer can schedule Content packages for delivery ("Campaign"). Customer is responsible for Campaign set up and management and Campaign fees, and for the technical integration of Content with the Digital Signage Service. Verizon Wireless shall not be held liable for any failure to set up, test or manage any Campaign.

Intellectual Property Rights. Verizon Wireless owns all intellectual property rights in the Digital Signage Service and its devices, components, platform, software, tools, Portal, documentation, and other materials relating thereto, including modifications, updates, revisions or enhancements. All rights not explicitly given are reserved by Verizon Wireless. Subject to the DSS GTOS and all terms and conditions located on the Portal, Verizon Wireless grants to Customer a personal, revocable, limited, nonexclusive, non-transferable, non-sub-licensable license, during the DSS GTOS Initial Term and any renewal term, to access and use the Digital Signage Service solely for internal business use. Customer may not, nor allow a third party to, redistribute, resell, develop, market, rent, transfer, commercialize, host, license, sublicense, decompile, lease, time-share, copy, modify, create derivative works of, translate, reverse engineer, disassemble, remove proprietary labels or notices from, copy any ideas, features or functions of the Digital Signage Service or any part thereof in any way. No Content made available in any Campaign, will infringe any patent, copyright, trademark, or violate any right of publicity or right of privacy.

Restrictions. Customer will not, and will not allow any third party to, use the Digital Signage Service for any unlawful purpose or for any high risk or illegal activity, export or re-export the Digital Signage Service, or incorporate or combine the Digital Signage Service in any way with any open source software that would cause the Digital Signage Service, or any portion thereof, to be subject to any license terms of such open source software.

License of Customer Marks. Except as otherwise set forth herein, neither Verizon Wireless nor Customer may use any name, logo, marks of the other Party or refer to the other Party in any advertising, promotion, press release or publication without the other Party's prior written approval.

Support of the Digital Signage Service. Verizon Wireless reserves the right to enhance or modify features or functionality of the Digital Signage Service upon prior notice to the Customer, which may be via the Portal. The Digital Signage Service may have outages or be down from time to time for maintenance or for reasons beyond our control. Customers will be notified of any discontinued product and software updates via the Portal.

Service Limitations. The Digital Signage Service is provided to Customer only for access and use in the United States on Verizon Wireless's 4G LTE network. Verizon Wireless may establish limits on the use of the Digital Signage Service, including, but not limited to, the amount of Content sent over a limited time period, delivery times, and the number of active connections.

Data Retention and Access. Customer is responsible for protecting and backing up its Content. If Content and Campaigns have not been accessed for 60 days, Verizon Wireless may remove them from the Portal.

Fees. Customer shall pay Verizon Wireless all applicable charges ("Fees") for the Digital Signage Service, which are set out in the Digital Signage Service pricing herein.

Term and Termination. The term of the DSS GTOS will begin on the date both Parties sign the Customer activates the service ("Effective Date") and will run for one year from the Effective Date ("DSSGTOS Initial Term"). The term of the DSS GTOS shall automatically renew for additional one-year periods ("DSS GTOS Renewal term") unless either Party gives notice of cancellation at least 30 days prior to the expiration of the DSS GTOS Initial Term or any DSS Attachment Renewal Term or the Digital Signage Service is otherwise terminated as per the terms herein. VERIZON WIRELESS CAN, WITHOUT NOTICE, LIMIT, SUSPEND, OR CANCEL CUSTOMER'S ACCESS TO OR USE OF THE DIGITAL SIGNAGE SERVICE IF CUSTOMER BREACHES THE TERMS AND CONDITIONS HEREIN.

GPS Tracking/ Customer Data/Privacy. The Media Player may use external antennae to report GPS location information of the device to Verizon Wireless for use with the Digital Signage Service. By using the Digital Signage Service, Customer hereby agrees to such GPS tracking for use with the Digital Signage Service. Verizon Wireless may collect information provided by Customer in connection with the Digital Signage Service, including Customer contact information, Media Player location, Content, Campaign information, technical data, usage statistics, hardware configuration, and IP addresses ("Customer Data"). Customer represents and warrants that it owns all rights, title, and interest in and to, or has a license for and the right

to allow Verizon Wireless to access and use any Customer Data furnished by Customer to Verizon Wireless, and assumes the sole responsibility for the accuracy of the Customer Data. Customer approves and grants to Verizon Wireless, its affiliates and contractors the nonexclusive, fully paid-up, transferable license, and right to collect, access and use Customer Data including to analyze, monitor, measure, maintain, and optimize the performance of the Digital Signage Service, provide updates, and develop new offerings. By using the Digital Signage Service, Customer consents to Verizon Wireless's collection and use of information in this way and to the terms of the Verizon Wireless Privacy Policy which can be found at <https://www.verizon.com/about/privacy/>.

Customer Representations and Warranties. Customer represents and warrants that it has obtained and will maintain during the DSS Attachment Term and any DSS Attachment Renewal Term all permits, orders, approvals, authorizations or consents required for Customer to access and use the Digital Signage Service. All activities Customer undertakes in connection with this DSS Attachment will be performed in compliance with all applicable laws, rules and regulations (including, if applicable, the notice and take down requirements contained in the Digital Millennium Copyright Act).

Contributions. Should Customer provide Verizon Wireless with information, including, but not limited to, feedback, data, answers, questions, comments, suggestions, improvements, observations testing comments, evaluation information, plans, or ideas relating to the Digital Signage Service ("Contributions"), either orally or in writing, Customer hereby assigns all intellectual property rights in such Contribution to Verizon Wireless and agrees not to assert any related rights against Verizon Wireless.

Warranty Disclaimer; Limitation of Liability. EXCEPT AS EXPRESSLY PROVIDED HEREIN, VERIZON WIRELESS PROVIDES THE DIGITAL SIGNAGE SERVICE "AS IS" AND 'AS AVAILABLE' AND DISCLAIMS ALL REPRESENTATIONS OR WARRANTIES TO THE FULLEST EXTENT PERMITTED BY LAW, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, OR THAT SERVICES SHALL BE ERROR-FREE OR COMPLETELY SECURE. VERIZON WIRELESS DISCLAIMS any and all liability related to any outage, downtime, interruption, breakdown or unavailability (for maintenance, upgrades, updates or otherwise) of ITS Platform, portal, System and/or Service. NEITHER PARTY SHALL BE LIABLE FOR LOST DATA, LOST PROFITS, LOST REVENUES, BUSINESS INTERRUPTION, OR ANY OTHER INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, PUNITIVE OR EXEMPLARY DAMAGES. VERIZON WIRELESS SHALL NOT BE LIABLE FOR CONTENT OR CUSTOMER OWNED EQUIPMENT OR SIGNAGE. OTHER THAN FOR INDEMNIFICATION OR PAYMENT OBLIGATIONS, EACH PARTY'S AGGREGATE LIABILITY FOR CLAIMS AND DAMAGES IN CONNECTION WITH THE AGREEMENT IS LIMITED TO THE LESSER OF (i) DIRECT DAMAGES PROVEN BY THE OTHER PARTY OR (ii) THE AMOUNT OF FEES OR CHARGES PAID TO VERIZON WIRELESS FOR THE SERVICE DURING THE 12-MONTH PERIOD BEFORE THE DATE ON WHICH ANY CLAIM AROSE.

Indemnification: Each Party agrees to indemnify, defend and hold harmless the other Party and its and their respective employees, officers, directors, agents, suppliers from an against any losses, liabilities, damages, penalties, fines, costs or expenses (including, without limitation, reasonable attorneys' fees and allocable cost of in-house counsel) resulting from or arising out of or relating to a Party's (a) non-compliance with Laws, or (b) breach of any representation, warranty or covenant herein.

Call Filter Service Attachment to Verizon Wireless Agreement: Government Terms of Service

This Call Filter Service Attachment ("Call Filter Attachment") to the Agreement between Customer and Verizon Wireless sets forth the terms and conditions specific to the Call Filter Service (described below) to be provided by Verizon Wireless to Customer hereunder. If there are any inconsistencies between this Call Filter Attachment and the Agreement, this Call Filter Attachment shall control with respect to the Call Filter Service functionality or operation. Any capitalized but undefined terms used in this Call Filter Attachment shall have the meanings given such terms in the Agreement.

- 1. Call Filter Service Overview.** Verizon Wireless's Call Filter Service allows Customer to take manage its calls (the "Service").
- 2. Call Filter and Call Filter Plus Service Description.** Call Filter is available to Customer for no additional monthly charges, and provides spam protection (spam alerts, blocking and reporting). Call Filter Plus provides added protection with caller ID and other premium features for a monthly charge, which are set forth in the Call Filter Plus Service Fees exhibit attached hereto. Call Filter utilizes network-based functionality to provide spam alerts and caller ID information on Customer's devices, and will not require the Call Filter application for these features. Spam blocking and other enhanced spam protection tools require the Call Filter application and a compatible device. Availability of certain features will vary depending on the device. For a full list of compatible devices and available features by device, click on Supported Devices at <https://www.verizonwireless.com/solutions-and-services/call-filter/>. Basic phones will receive network-based spam protection. Call Filter requires Verizon Wireless's 4G LTE network; limited features of the Service may be available if Customer is roaming on a VoLTE network outside of Verizon Wireless's 4G coverage area.

3. **Call Filter Limitations.** Call Filter is not available for incoming calls from restricted or unlisted numbers. Call Filter does not detect spam calls from international numbers, but Customer may choose to block calls from international numbers. Call Filter utilizes analytics and databases that are continually evolving, including spam reporting by customers. Call Filter may not work with some of our other services like NumberShare or eSIM lines.
4. **Spam Protection and the Call Filter Application.** Call Filter will alert Customer when Customer receives potential spam calls and allows Customer to turn on the spam filter to automatically block (send directly to voicemail) spam calls based on Customer's preferred risk level (as determined by Customer in the Call Filter application). If Customer enrolls in Call Filter through the Call Filter application, Verizon will automatically turn on Customer's spam filter to block all high-risk spam calls, but Customer can always turn off or adjust the blocking within the Call Filter application. Call Filter Plus, provides additional protection with caller ID for unknown numbers, access to a risk assessment meter for each spam call, reverse spam number lookup, and additional categories of spam alerts including "Robo Caller" or "Potential Fraud." With Call Filter Plus, depending upon Customer's device, Customer may also be able to view a list of callers that have been identified as spam or blocked, and block and un-block specific numbers. Call Filter's spam detection and block management may inadvertently mislabel or block legitimate callers including those to whom Customer may have given consent to communicate with via Customer mobile number. Customer should check Customer voicemail to determine if the caller is legitimate (if they left a voice message and if Customer have voicemail enabled). Verizon Wireless does not guarantee that all calls that are spam will be detected. Customer's spam settings such as spam filters and personal block and spam lists will be permanently deleted once Customer changes devices, uninstalls the Call Filter application, unsubscribes or downgrades the Service, or in the case of Android users, disables the Call Filter application or clear application cache or data.
5. **Caller ID.** Caller ID, available with Call Filter Plus, displays the name, phone number, city and state of a caller's phone number, if these details are available and supported by Customer's device. Some devices may only display the caller's name as the Call Filter may not be available on all devices. Some devices also allow identification of text messages when using an eligible messaging application. Android users may also see the caller's uploaded photo if available.
6. The caller's identity may not show if they are labelled as Robo Caller, Potential Spam or Potential Fraud on certain operating systems. Customer's saved contact names will show instead of the caller identification (so if a call would normally show as a Robo Caller with the Service, but is in Customer's list of contacts, that contact name will show instead). If Customer uploads a photo, Customer's photo will be seen by other Verizon Wireless customers that use the Service but will not override a Customer's contact photo (uploading is not available for all devices).
7. **Data Charges.** Subject to the Agreement, data charges may apply for download of the application and use of the Service. Call Filter does not operate on Wi-Fi, so data charges may apply when using the Service even if Customer device is also connected to Wi-Fi. If Customer's device is eligible for the uploading or receiving of a picture, data charges apply to such uploading and also for receiving pictures. Such data charges will be billed to Customer's Verizon Wireless account according to Customer's data plan. The Service will automatically renew every month unless canceled. For Call Filter Plus, Customer will be billed a Monthly Access Fee as specified in the Call Filter Plus Service Fees exhibit.
8. **Privacy.** Verizon Wireless may use information about Customer's activity in the Service, subject to our Privacy Policy, which can be found at <http://www.verizon.com/about/privacy/>. In order to provide the Service to Customer, Verizon Wireless will access the following information: MTN, contacts, call log, and messages (Android devices only). Verizon Wireless does not share information for any other purposes other than to render the Service. While a Customer end user can review or turn off these permissions at any time in the device settings, without access to that information, the Service will not be provided to that device.
9. **Licenses and Restrictions.** Call Filter is the property of Verizon Wireless or its licensors. Call Filter software and any application installed on Customer devices are licensed and not sold to Customer. Verizon Wireless and its licensors grants to Customer a limited, non-exclusive, revocable, non-transferable, personal, non-commercial license to use the Service for its intended use, in the United States.
10. **Restrictions on Use.** Customer will not, or permit anyone else to, sell, resell, distribute, sublicense, loan, lease, otherwise transfer, alter, modify, merge, adapt, copy, delete, record, translate, publish, upload, transmit, export, create derivative works of, make any commercial use of, reverse engineer, decompile, attempt to derive the source code, or disassemble the Service of any software that forms part of the Service. Customer may not use the Service or any part of it for any improper

use (including infringement of copyright or other intellectual property rights) and must follow all laws. Customer will not alter, disable, or circumvent any features embedded in the software. All rights not expressly granted to Customer herein are reserved. Verizon Wireless may revoke this license at any time without notice.

11. **Branding.** All trademarks, service marks, trade names, logos, domain names, and any other features of Verizon Wireless's brand are the sole property of Verizon Wireless and Verizon Wireless does not grant any rights to such branding to Customer for any use at all. Customer may not remove or alter any copyright, trademark, or other intellectual property notices of the Service.
12. **User Content.** For certain eligible devices, the Service allows Customer to upload a photo to display. Customer may choose to attach a photo from Customer own photo gallery, a new photo that Customer take, or a photo available for use from an Internet search that Customer conducts. Customer is responsible for any content that Customer uploads to the Service. Verizon Wireless does not monitor or control the content Customer chooses to send via the Service and, Verizon Wireless disclaims all responsibility for such content. Photos that Customer did not take may be subject to copyright protection which limits or prohibits their copying, transmission and/or use. Customer agrees that Customer will not attach copyrighted content in a way that infringes any copyright, and that Customer is wholly responsible for any copyright infringement resulting from Customer's conduct. If Customer is unsure about whether Customer's conduct is lawful, Customer should not attach the content.
13. **Digital Millennium Copyright Act Notice.** If Customer believe that Customer content has been improperly used in the Service in a way that constitutes copyright infringement please contact Verizon at the address below. Pursuant to Title II of the DMCA, all claims alleging copyright infringement for material that is believed to be residing on Verizon's system or network should be promptly sent in the form of written notice to Verizon's Designated Agent. The Designated Agent for DMCA Notice is:

Verizon Copyright Department
1320 North Courthouse Road, Floor 9
Arlington, Virginia 22201, U.S.A.
Fax 703.351.3669
Email DMCA@verizon.com

NOTE: No other notices or communications should be sent to the Designated Agent, who is appointed solely for the purpose of receiving notices of claims alleging copyright infringement under the DMCA. Specific requirements for proper notification of claimed infringement are set forth in the DMCA (see 17 U.S.C. § 512(c)(3)). Valid notification must be a written communication that includes all of the following elements:

1. Signature of copyright owner or person authorized to act on behalf of the owner;
2. Identification of copyrighted work claimed to be infringed;
3. Identification of the material claimed to be infringing or to be the subject of infringing activity and information reasonably sufficient to permit the service provider to locate the material;
4. Information reasonably sufficient to permit the service provider to contact the complaining party (address, phone number and, if available, email address);
5. A statement that the complaining party has a good faith belief that use of the material in the manner complained is not authorized by the copyright owner, its agent, or the law; and
6. A statement that the information in the notification is accurate, and under penalty of perjury, that the complaining party is authorized to act on behalf of the owner of the exclusive right allegedly being infringed.

It is the policy of Verizon that upon receipt of a valid DMCA notice Verizon will remove or disable access to allegedly infringing material. There are substantial penalties for false claims (see 17 U.S.C. § 512(f)).

14. **Open Source and Third Party Licenses.** Customer's use of the Service is subject to open source licenses that form part of the Service. Certain software or technical information is licensed from third parties, and may be covered by one or more U.S. Patents, pending U.S. patent applications, and pending counterpart European and international patents. The open source licenses that form part of the Service are as follows:
 - <https://realm.io/legal/developer-license-terms/>
 - <https://github.com/CocoaLumberjack/CocoaLumberjack/blob/master/LICENSE>

- https://developer.apple.com/library/archive/samplecode/GenericKeychain/Listings/LICENSE_txt.html#/apple_ref/doc/uid/DTS40007797-LICENSE_txt-DontLinkElementID_8
- https://developer.apple.com/library/archive/samplecode/Reachability/Listings/LICENSE_txt.html#/apple_ref/doc/uid/DTS40007324-LICENSE_txt-DontLinkElementID_3
- <https://github.com/rnapier/RNPinnedCertValidator/blob/master/LICENSE>
- <https://github.com/scalessec/Toast/blob/master/license>
- <http://www.apache.org/licenses/LICENSE-2.0>
- <https://Mozilla.org/MPL/2.0/>
- <https://github.com/RestComm/jain-sip/blob/master/licenses/NIST-CONDITIONS-OF-USE.txt>
- <https://github.com/RestComm/Jain-Sip/blob/master/licenses/JSIP%20Spec%20license.pdf>

15. **Termination.** Subject to the dispute resolution provision in the Agreement, Verizon may limit, suspend, terminate or discontinue the Service, or certain features or functions of the Service, at any time without notice, including if Customer breaches this Call Filter Attachment. Customer may terminate Customer's use of the Service at any time by unsubscribing to the Service.

16. **DISCLAIMER OF WARRANTIES.** THE SERVICE AND ANY INCLUDED APPLICATION IS PROVIDED BY VERIZON OR ITS LICENSORS 'AS IS', WITHOUT WARRANTIES, EXPRESS OR IMPLIED, OR CONDITIONS OF ANY KIND, INCLUDING FOR MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT. CUSTOMER USES THE SERVICE AT ITS OWN RISK. VERIZON WIRELESS AND ITS LICENSORS, AND VENDORS MAKE NO WARRANTY, EITHER EXPRESS OR IMPLIED, AS TO THE ACCURACY, AVAILABILITY, COMPLETENESS, USEFULNESS, SECURITY, RELIABILITY, INTEROPERABILITY, OR THAT THE SERVICE WILL BE UNINTERRUPTED, VIRUS FREE, OR COMPATIBLE WITH YOUR DEVICE OR THAT THE SERVICE WILL MEET YOUR EXPECTATIONS AT ALL OR AS TO THE IDENTIFICATION, LABELING, SPAM OR BLOCK MANAGEMENT, OR BLOCKING OF CALLS. VERIZON WIRELESS AND ITS LICENSORS, AND VENDORS DO NOT PROVIDE ANY WARRANTY (EXPRESS OR IMPLIED) OR GUARANTEE THAT ALL SPAM, ROBOCALLER AND FRAUDULENT CALLERS WILL BE IDENTIFIED, LABELED CORRECTLY OR BLOCKED. THE SERVICE COULD CAUSE DAMAGE TO CUSTOMER, ITS DATA, DEVICES, SOFTWARE OR HARDWARE.

17. **LIMITATIONS OF LIABILITY.** TO THE MAXIMUM EXTENT ALLOWED BY LAW, THE LIABILITY OF VERIZON WIRELESS OR ITS LICENSORS, AND VENDORS FOR MONETARY DAMAGES FOR ANY CLAIMS, THAT CUSTOMER MAY HAVE UNDER THESE TERMS ARE LIMITED TO NO MORE THAN THE PROPORTIONATE AMOUNT OF THE SERVICE CHARGES ATTRIBUTABLE TO THE AFFECTED PERIOD, AND THE MAXIMUM IN DAMAGES RECOVERABLE SHALL BE TEN (\$10) U.S. DOLLARS. UNDER NO CIRCUMSTANCES ARE VERIZON WIRELESS, ITS LICENSORS, AND VENDORS LIABLE FOR ANY INCIDENTAL, CONSEQUENTIAL, PUNITIVE, MULTIPLE, OR SPECIAL DAMAGES OF ANY NATURE WHATSOEVER INCLUDING, BUT NOT LIMITED TO, LOST PROFITS, LOST DATA, REPUTATION, LOSS OF BUSINESS, OR COST OF REPLACEMENT PRODUCTS AND SERVICES ON ANY THEORY OF LIABILITY, ARISING OUT OF OR RELATED TO THE SERVICE OR THE INABILITY TO USE THE SERVICE IN ANY WAY WHETHER FORESEEABLE OR NOT OR WHETHER ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. VERIZON WIRELESS SHALL NOT BE LIABLE FOR ANY DAMAGES, COSTS OR PENALTIES (DIRECT OR INDIRECT) AS A RESULT OF MIS-IDENTIFICATION, MIS-MANAGEMENT OR BLOCKING OF A CALLER OR FAILURE TO PROPERLY IDENTIFY, MANAGE OR BLOCK A CALLER.

18. **[Reserved]**

19. **Export Control.** Use of the Service may be subject to the export and import laws of the United States and other countries. Customer agrees to comply with all applicable export and import laws and regulations. By using the Service and/or by downloading the applicable Application, Customer agrees that Customer are not located in, under the control of, or a resident or national of any country, or person, on the United States Treasury Department's list of Specially Designated Nationals or the United States Commerce Department Table of Deny Orders. Customer also agrees that Customer are not located in a country that is subject to the U.S. government embargo, or that is designated by the U.S. as a terrorist supporting country and Customer are not listed on any U.S. government list of prohibited or restricted parties. Customer agrees also not to attempt to export or import any encrypted information, materials, hardware or software.

20. **Safety.** Customer must not endanger either Customer or others by using the Service while driving or engaging in any other activity that requires Customer's full attention.

Revision History

Version	Date	Description
1.0	1/20/13	Original Template
1.1	6/6/14	Amendment 6
1.2	5/15/17	<p>ADDED:</p> <ul style="list-style-type: none"> • Push to Talk Plus • Domestic Land Mobile Radio (LMR) Feature for PTT+ • International Options Monthly Features: Mexico and Canada • International Options Monthly Features: 140+ Countries • International Options Monthly Recurring Features: Mexico and Canada • International Options Monthly Recurring Features: 140+ Countries • MobileIron Enterprise Mobility Management <ul style="list-style-type: none"> ○ On-premise License and Installation Fees ○ Cloud License and Installation Fees ○ Technical Product Training • Canvas • Samsung Knox • Verizon Auto Share (In Vehicle) Plan <p>Revised/Removed</p> <ul style="list-style-type: none"> • NationalAccess Roaming • Push to Talk • V Cast/VPak • CDMA Roaming • International Options 140+ Countries
1.3	8/21/17	<p>ADDED:</p> <ul style="list-style-type: none"> • IBM MaaS360 Enterprise Mobility Management <p>Revised/Removed</p> <ul style="list-style-type: none"> • Push to Talk Plus • Domestic Land Mobile Radio (LMR) Feature for PTT+ • Verizon Mobile Device Management (MDM): Government Subscribers Only • Verizon Auto Share (In Vehicle) Plan • On-Premise (Core) (Software Perpetual License)
1.4	5/9/18	<p>ADDED:</p> <ul style="list-style-type: none"> • Custom Flat Rate Mobile Broadband – Government • Custom Mobile Broadband Plan II – Government • Public Safety Custom Plans <ul style="list-style-type: none"> ○ Custom 4G Unlimited Smartphone Plan with Mobile Broadband Priority for National Security, Public Safety, and Emergency Preparedness ○ Custom Unlimited Basic Phone Plan for National Security, Public Safety, and Emergency Preparedness ○ Custom Unlimited Push to Talk Only Plan for National Security, Public Safety, and Emergency Preparedness ○ Mobile Broadband Priority Feature for National Security, Public Safety, and Emergency Preparedness ○ Custom 4G Unlimited Mobile Broadband Plan with Mobile Broadband Priority for National Security, Public Safety, and First Responders ○ Private Network Core Service for National Security, Public Safety, and Emergency Preparedness ○ 4G LTE Private Network Traffic Management (PNTM) Private IP Only (fixed WAN) Government Subscribers Only ○ Networkfleet Service Options for State of Florida ○ Networkfleet Device/Hardware Options for State of Florida ○ Custom 4G Unlimited Smartphone Plan for Public Sector State of Florida - Government Subscribers Only

		<ul style="list-style-type: none"> ○ Numbershare ○ One Talk ○ Networkfleet Terms and Conditions ○ One Talk Terms and Conditions <p>Revised/Removed</p> <ul style="list-style-type: none"> ● Verizon Mobile Device Management (MDM): Government Subscribers Only ● Custom 4G Unlimited Smartphone Plan with Mobile Broadband Priority for National Security, Public Safety, and First Responders
1.5	3/6/19	<p>ADDED:</p> <ul style="list-style-type: none"> ● Radio Over Internet Protocol (ROIP) and Inter Sub-System Interface (ISSI) Virtual Deployment ● Digital Signage Service ● Verizon Wireless Preemption Service Feature for National Security, Public Safety, and First Responders <p>Revised</p> <ul style="list-style-type: none"> ● Custom 4G Unlimited Smartphone Plan with Mobile Broadband Priority and Preemption for National Security, Public Safety, and Emergency Preparedness ● Custom Unlimited Basic Phone Plan for National Security, Public Safety, and Emergency Preparedness ● Custom Unlimited Push to Talk Only Plan for National Security, Public Safety, and Emergency Preparedness ● Mobile Broadband Priority Feature for National Security, Public Safety, and Emergency Preparedness ● Custom 4G Unlimited Mobile Broadband Plan with Mobile Broadband Priority and Preemption for National Security, Public Safety, and First Responders ● Private Responder Core Service for National Security, Public Safety, and Emergency Preparedness ● 4G LTE Private Network Traffic Management (PNTM) Private IP Only (fixed WAN) Government Subscribers Only
1.6	10/4/19	<p>ADDED</p> <ul style="list-style-type: none"> ● Netmotion <p>Revised/Corrected</p> <ul style="list-style-type: none"> ● Hyperlinks
1.7	2/18/20	<p>ADDED</p> <ul style="list-style-type: none"> ● Name ID Features ● Call Filter Plus Service Fees ● Call Filter Free Service
1.8	9/1/20	<p>ADDED:</p> <ul style="list-style-type: none"> ● Asavie Moda ● Asavie IoT Connect ● Asavie IoT Connect with Cloud Connect ● LTE Vehicle Internet

EXECUTIVE BRIEF REGULAR MEETING

AGENDA DATE: December 15, 2020

DEPARTMENT: Financial Services

TITLE:

Payments of Fiscal Year 2020 Invoices

SUMMARY:

Authorization for payment of multiple outstanding invoices for goods and services provided in Fiscal Year 2020 not paid prior to the closure of the accounts for the fiscal year

BACKGROUND AND JUSTIFICATION:

Financial Services Division received multiple invoices for goods and services provided to City Departments during Fiscal Year 2020. Though the goods and services were approved and provided for in Fiscal Year 2020 the invoices for said goods and services provided by multiple Vendors were not paid prior to the Fiscal Year 2020's books being closed. As such, the payment for the services requires authorization of the use of Fiscal Year 2021 funds to cover the expenditures.

The item provides for the necessary authorization by the City Commission to utilize Fiscal Year 2021 funds in the amount of \$222,940.22 to cover the expenses incurred and goods and services received in Fiscal Year 2020.

MOTION:

Move to approve/disapprove authorization of the use of Fiscal Year 2021 funds to pay for expenditures and services incurred in Fiscal Year 2020.

ATTACHMENT(S):

Invoice List with Fiscal Impact.

FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2021	2022	2023	2024	2025
Capital Expenditures	0	0	0	0	0
Operating Expenditures	222,940.22	0	0	0	0
External Revenues	0	0	0	0	0
Program Income	0	0	0	0	0
In-kind Match	0	0	0	0	0
Net Fiscal Impact	0	0	0	0	0
No. of Addn'l Full-Time Employee Positions	0	0	0	0	0

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

See attached spreadsheet.

Department	DATE	Invoice Number	PO #	GL Account	Amount	Company Name
COMM. SUSTAIN.	4/24/2017	136548		240-515.31-90	\$1,121.25	SUPERION
ELECTRIC	7/20/2020	4554433-02	182466	401-6034-531.41-30	\$424.00	ANIXER
ELECTRIC	9/14/2020	4599580-01	183393	401-6034-531.41-30	\$99.00	ANIXER
ELECTRIC	12/3/2020	915186760	178319	401-6034-531.34-10	\$1,754.80	DAVEY TREE
ELECTRIC	9/15/2020	FLBOY40711	183391	401-6034-531.41-30	\$2,606.10	FASTENAL
ELECTRIC	9/22/2020	FLBOY40765	182992	401-6034-531.41-30	\$119.04	FASTENAL
ELECTRIC	10/1/2020	FLBOY40228	183143	401-6034-531.41-30	\$36.06	FASTENAL
ELECTRIC	8/28/2020	20089192-02	182974	401-6034-531.41-30	\$2,607.00	GRESKO
ELECTRIC	8/18/2020	S012008631.003	183181	401-6034-531.41-30	\$451.00	IRBY
ELECTRIC	9/1/2020	S012060778.002	183378	401-6034-531.41-30	\$2,911.20	IRBY
ELECTRIC	9/4/2020	S012038255.002	183287	401-6034-531.41-30	\$1,482.50	IRBY
ELECTRIC	9/10/2020	S011978709.006	183061	401-6034-531.41-30	\$2,570.00	IRBY
ELECTRIC	9/10/2020	S011984598.006	183081	401-6034-531.41-30	\$1,271.00	IRBY
ELECTRIC	9/10/2020	S012038255.004	183287	401-6034-531.41-30	\$3,457.50	IRBY
ELECTRIC	9/10/2020	S012060778.003	183387	401-6034-531.41-30	\$124.41	IRBY
ELECTRIC	9/16/2020	S011935661.004	182864	401-6034-531.41-30	\$949.80	IRBY
ELECTRIC	5/5/2020	10746		401-6034-531.46-71	\$5,055.00	NUCAT CORPORATION
ELECTRIC	5/5/2020	10754		401-6034-531.46-11	\$1,760.00	NUCAT CORPORATION
ELECTRIC	8/29/2020	8914390985	182891	401-6034-531.41-30	\$3,000.00	SIGNIFY
ELECTRIC	9/25/2020	8914423826	183929	401-0000-141.02-10	\$7,950.00	SIGNIFY
ELECTRIC	9/25/2020	8914423826	183929	401-0000-131.02-10	\$7,950.00	SIGNIFY
ELECTRIC	9/24/2020	2349	182729	401-6010-531.34-50	\$675.00	SIMPLE MIND
ELECTRIC	8/7/2019	247825	179949	401-1240-513.34-50	\$1,178.19	SUPERION
ELECTRIC	5/14/2020	I2197818-02	180205	421-6034-531.63-15	\$1,925.00	TEAMWORK NET
ELECTRIC	9/24/2020	428548352		401-6034-531.41-30	\$1,080.02	UPS FREIGHT
ELECTRIC	9/18/2020	9912333-2241-1		401-5034-531.43-40	\$603.15	WASTE MANAGEMENT
ELECTRIC	10/1/2020	9921371-2241-0		401-5034-531.43-40	\$1,219.12	WASTE MANAGEMENT
ELECTRIC	7/2/2020	648242	182546	401-6034-531.41-30	\$7,707.00	WESCO
ELECTRIC	8/19/2020	689145		401-6034-531.41-30	\$1,416.42	WESCO
ELECTRIC	8/24/2020	692798		401-6034-531.41-30	\$2,598.00	WESCO
ELECTRIC	9/10/2020	708221		401-6034-531.41-30	\$2,358.00	WESCO
ELECTRIC	9/11/2020	709458		401-6034-531.41-30	\$17,098.56	WESCO
ELECTRIC	9/15/2020	711867		401-6034-531.41-30	\$1,371.96	WESCO
ELECTRIC	10/1/2019	98202088	182916	401-6010-531.44-20	\$229.66	XEROX
ELECTRIC	10/1/2019	98202088	182916	401-6010-531.47-00	\$364.97	XEROX
ELECTRIC	9/1/2020	11207921	182916	401-6010-531.44-20	\$229.66	XEROX
ELECTRIC	9/1/2020	11207921	182916	401-6010-531.47-00	\$123.51	XEROX
ELECTRIC	10/1/2020	11469691	182916	401-6010-531.44-20	\$154.79	XEROX
ELECTRIC	10/1/2020	11469691	182916	401-6010-531.47-00	\$15.79	XEROX
FINANCE	10/14/2020	37011116	183534	MULTIPLE ACCOUNTS	\$11,150.00	FAEGRE DRINKER
HR	8/6/2020	456536	184041	540-1320-513.34-50	\$11,000.00	GABRIEL, ROEDER, SMITH
HR	11/14/2020	NONE	184340	520-1332-513.34-50	\$2,900.00	GLICKSMAN CONSULTING, LLC
HR	6/11/2018	139830		001-5062-519.34-50	\$345.00	OPTUM-UNITED BEHAVIORIAL HEALTH
IT	3/31/2020	4040138652	181402	510-1520-519.44-20	\$367.99	CANON
IT	4/30/2020	4040153567	181402	510-1520-519.44-20	\$367.99	CANON
IT	5/31/2020	4040170795	181402	510-1520-519.44-20	\$367.99	CANON
IT	6/30/2020	4040185178	181402	510-1520-519.44-20	\$367.99	CANON
IT	7/31/2020	4040199492	181402	510-1520-519.44-20	\$367.99	CANON
IT	8/31/2020	4040211770	181402	510-1520-519.44-20	\$367.99	CANON
IT	9/30/2020	4040225771	181402	510-1520-519.44-20	\$367.99	CANON
IT	9/30/2020	4040242194	181402	510-1520-519.44-20	\$367.99	CANON
IT	9/17/2020	10424751294	183460	510-1520-519.64-15	\$1,495.06	DELL
IT	7/24/2019	246209	NONE	510-1520-519.52-65	\$30.00	SUPERION
IT	7/15/2020	286252	181821	510-1520-519.31-90	\$2,242.03	SUPERION
IT	8/13/2020	248284	181587	510-1520-519.52-65	\$1,852.20	SUPERION
LEISURE	4/5/2020	M178362	181661	001-8020-571.54.90	\$1,610.25	MCNAUGHTON BRODART
PUBLIC WORKS	5/11/2020	154305	none	001-4010-529.46-10	\$498.00	A-DU-ALL SEWER & DRAIN SERVICE
PUBLIC WORKS	9/30/2020	86736	none	001-4010-529.46-10	\$410.00	ADVANCED ALARM SERVICE INC.
PUBLIC WORKS	7/8/2020	BG74277	none	401-6033-531.56-20	\$1,875.00	BAKER DISTRIBUTING COMPANY
PUBLIC WORKS	9/14/2020	BM23185	181677	001-3010-521.46-10	\$113.30	BAKER DISTRIBUTING COMPANY
PUBLIC WORKS	9/30/2020	75025532	181611	001-5062-519.34-50	\$35.00	BEACH ENVIRONMENTAL
PUBLIC WORKS	10/30/2020	I8035	180987	520-9010-519.99-90	\$19,630.00	KYZAR AC
PUBLIC WORKS	1/17/2020	PSI192754	181914	WU MULTIPLE	\$729.45	PYE BARKER
SEWER	7/9/2020	231407-76424	182160	405-0000-201-00.00	\$343.31	CITY OF BOYNTON BEACH - WAWA
SEWER	8/10/2020	231407-76424	182160	405-0000-201-00.00	\$317.24	CITY OF BOYNTON BEACH - WAWA
SEWER	9/9/2020	231407-76424	182160	405-0000-201-00.00	\$316.06	CITY OF BOYNTON BEACH - WAWA
WATER	9/14/2020	9013224987	183410	402-7021-533.46-46	\$2,420.45	ALLIED ELECTRONICS
WATER	9/21/2020	9013252585	183410	402-7021-533.46-46	\$2,655.11	ALLIED ELECTRONICS
WATER	2/10/2020	6542-2020	182569	402-7022-533.54-00	\$480.00	FLORIDA WATER & POLLUTION
WATER	9/8/2020	85675	none	405-7421-535.34-50	\$6,485.00	SHENANDOAH
WATER	5/18/2020	TD63960	182539	422-7034-533.63-60	\$2,000.00	TERRACON
ELECTRIC	7/31/2020		NONE	401-6034-531.31-90	\$50,320.38	LE MEYERS
IT	12/8/2020	25656		510-1520-519.31-90	\$10,695.00	R2 UNIFIED TECHNOLOGIES
					\$222,940.22	

EXECUTIVE BRIEF REGULAR MEETING

AGENDA DATE: December 15, 2020

DEPARTMENT: Water Utilities

TITLE:

Fourth Amendment to Agreement with USIC LOCATING SERVICES, LLC to provide utility locating services for one more year

SUMMARY:

Fourth Amendment to Agreement authorizes USIC LOCATING SERVICES, LLC to provide utility locating services for the water and electric utilities for one more year.

BACKGROUND AND JUSTIFICATION:

The City advertised RFP #16-211 for utility locating services and entered into an agreement with USIC LOCATING SERVICES, LLC and has renewed the agreement for two (2) one-year terms after the initial term expired. The Fourth Amendment will extend the agreement one more year to January 10, 2022 and includes a 3% increase in prices. The City receives approximately 13,000 water, sewer and electric locate request tickets from Sunshine OneCall 811 each year. USIC LOCATING SERVICES, LLC assists in field marking and locating our utility lines in the requested areas within 48 hours, as this is a significant, time-consuming task that staff cannot accommodate.

MOTION:

Move to approve/disapprove Fourth Amendment to Agreement with USIC LOCATING SERVICES, LLC to provide utility locating services for one more year.

ATTACHMENT(S):

Fiscal Impact Analysis
Fourth Amendment

FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2021	2022	2023	2024	2025
Capital Expenditures	0	0	0	0	0
Operating Expenditures	\$120,000	\$120,000	0	0	0
External Revenues	0	0	0	0	0
Program Income	0	0	0	0	0
In-kind Match	0	0	0	0	0
Net Fiscal Impact	\$120,000	\$120,000	0	0	0
No. of Addn'l Full-Time Employee Positions	0	0	0	0	0

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

Account Number	Account Description	Project Number	FY20 Budget	Current Balance	Agenda Expenditure	Balance
401-6034-531.34-50	Electric/Other Contractual Services	N/A	\$75,000	\$7,000	-\$45,000 already encumbered on PO	\$7,000
402-7034-533.34-50	Water/Other Contractual Services	N/A	\$105,000	\$48,838	-\$50,000 already encumbered on PO	\$48,838
403-7231-535.34-50	Sewer/Other Contractual Services	N/A	\$135,000	\$29,000	-\$25,000 already encumbered on PO	\$29,000

**FOURTH AMENDMENT TO AGREEMENT
TO PROVIDE UTILITY LOCATING SERVICES**

THIS FOURTH AMENDMENT (“Amendment”) to the Agreement Regarding Utility Location Services (“Agreement”) is made as of _____, by and between the City of Lake Worth Beach, Florida, a municipal corporation of the State of Florida (“CITY”) and USIC LOCATING SERVICES, LLC, an Indiana limited liability company authorized to do business in Florida with offices located at 9045 North River Road, Indianapolis, IN 46240 (“CONTRACTOR”).

WHEREAS, the CITY issued RFP #16-211 for utility locating services and entered into a contract with CONTRACTOR for the procurement of such services; and

WHEREAS, the Agreement in Section 1.3 provided that upon the expiration of the first term, the Agreement could be renewed annually up to four times; and

WHEREAS, CITY and CONTRACTOR amended the Agreement on December 10, 2018, to renew the term of the Agreement for one-year term under the same terms and conditions and pricing set forth in the Agreement, with an expiration date of January 10, 2020; and

WHEREAS, the CITY and CONTRACTOR amended the Agreement on January 13, 2020, to renew the term of the Agreement for one-year term under the same terms and conditions and pricing set forth in the Agreement, with an expiration date of January 10, 2021; and

WHEREAS, the CITY and the CONTRACTOR desire to amend the Agreement again to renew the term of the Agreement for a fourth one-year term with an expiration date of January 10, 2022, and a price increase as indicated in **Exhibit “A”**, but otherwise under the same terms and conditions as set forth in the Agreement; and

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

NOW, THEREFORE, in consideration of the mutual promises set forth herein, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follow:

1. **Recitals**. The parties agree that the recitals set forth above are true and correct and are fully incorporated herein by reference.

2. **Term of Agreement**. The parties agree that the term of the Agreement is hereby amended to extend the term through to January 10, 2022.

3. **Fee and Ordering Mechanism**. For all services rendered to the CITY under this Amendment, the CONTRACTOR shall be entitled to the applicable fees set forth in **Exhibit “A”**, attached hereto and incorporated herein. The attached **Exhibit “A”** shall replace the CONTRACTOR’s price proposal originally submitted in response to RFP #16-211.

4. **Entire Agreement.** The CITY and the CONTRACTOR agree that the Agreement (as 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.

5. **Legal Effect.** This Amendment shall not become binding and effective until approved by the City Commission. The Effective Date of this Amendment shall be January 10, 2021.

6. **Counterparts.** This Amendment 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 Amendment. The parties may digitally sign this Amendment.

7. **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 subcontractors (providing services or receiving funding under this Agreement) to register with and use the E-Verify system to verify the work authorization status of all the subcontractors' newly hired employees;
- b. Secure an affidavit from all subcontractors (providing services or receiving funding under this Agreement) stating that the subcontractor does not employ, contract with, or subcontract with an "unauthorized alien" as defined in Section 448.095(1)(k), Florida Statutes;
- c. Maintain copies of all subcontractor affidavits for the duration of this Agreement and provide the same to the CITY upon request;
- 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, 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.

8. **Amendment.** Except for the provisions of the Agreement specifically modified by the Amendment, all other terms and conditions of the Agreement shall remain in full force and effect.

REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK
SIGNATURE PAGE FOLLOWS

IN WITNESS WHEREOF, the parties hereto have made and executed this Fourth Amendment to the Agreement Regarding Utility Locatin Services on the day and year first above written.

CITY OF LAKE WORTH BEACH, FLORIDA

ATTEST:

By: _____
Deborah M. Andrea, City Clerk

By: _____
Pam Triolo, Mayor

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY:

APPROVED FOR FINANCIAL
SUFFICIENCY

By: _____
Glen J. Torcivia, City Attorney

By: _____
Bruce T. Miller, Financial Services Director

CONTRACTOR:

USIC LOCATING SERVICES, LLC

Witness: Ken Gorce

By: *Brian Winberg*

Ken Gorce
12/3/2020

[Corporate Seal]

Print Name: 12/3/2020

Title: VP-Sales

STATE OF _____)
COUNTY OF _____)

The foregoing instrument was acknowledged before me this _____ day of _____, 2020, by _____, who was physically present, as _____ (title), **USIC Locating Services, LLC**, an Indiana limited liability authorized to do business in the State of Florida, and who is personally known to me or who has produced the following _____ as identification

Notary Public: _____

Print Name: _____

My commission expires: _____

EXHIBIT A

ELECTRIC

Description	Units	Unit Price
Per Ticket Locate Required	Each	\$6.90
Per Ticket No Locate Required	Each	\$6.90
Additional Locating	Per QH Hour	\$12.73
Emergency After Hour Tickets	Each	\$19.10
Watch and Protect (Utility Lookout)	PerQH	\$12.73

WATER

Description	Units	Unit Price
Per Ticket Locate Required	Each	\$6.90
Per Ticket No Locate Required	Each	\$6.90
Additional Locating	Per QH Hour	\$12.73
Emergency After Hour Tickets	Each	\$19.10
Watch and Protect (Utility Lookout)	PerQH	\$12.73

SEWER

Description	Units	Unit Price
Per Ticket Locate Required	Each	\$6.90
Per Ticket No Locate Required	Each	\$6.90
Additional Locating	Per QH Hour	\$12.73
Emergency After Hour Tickets	Each	\$19.10
Watch and Protect (Utility Lookout)	PerQH	\$12.73

EXECUTIVE BRIEF REGULAR MEETING

AGENDA DATE: December 15, 2020

DEPARTMENT: Electric Utilities

TITLE:

Electric Utility Easement and Bill of Sale by and between 1601 Dixie, LLC and the City of Lake Worth Beach

SUMMARY:

1601 Dixie, LLC will dedicate an Electric Utility Easement and Bill of Sale to the City of Lake Worth Beach in accordance with the conditions of approval of the MID Building Department Permit.

BACKGROUND AND JUSTIFICATION:

1601 Dixie, LLC. recently completed the multifamily, The MID live/work complex. The project included installation of new underground electrical service and pad mounted transformers to provide power to the buildings. The property owner will dedicate a nonexclusive easement for the installation, operation and maintenance of utilities. In addition, the owner agrees to subordinate the utilities installed that are located in right of way and/or easements to the electric utility department.

By the Bill of Sale, the City of Lake Worth Beach will own and maintain the electric utilities located in the right of way and the dedicated Utility Easement. The easements are dedicated to provide unrestricted access to the City of Lake Worth Beach for all associated utility maintenance, repair and new installations. This item provides for both legal ownership and access to the water systems.

MOTION:

Move to approve/disapprove the Electric Utility Easement and Bill of Sale between 1601 Dixie, LLC and the City of Lake Worth Beach.

ATTACHMENT(S):

Fiscal Impact Analysis – N/A
The MID Electric Utility Easement
The MID Electric Utility Bill of Sale
Map

Return to:
City of Lake Worth Beach
City Clerk
7 North Dixie Hwy.
Lake Worth Beach, FL 34460

UTILITY EASEMENT

THIS UTILITY EASEMENT is made this ___ day of August, 2020, by and between **1601 DIXIE, LLC**, a Florida limited liability company (“Grantor”) and **CITY OF LAKE WORTH BEACH**, a Florida municipal corporation (“City”).

WITNESSETH

WHEREAS, the Grantor is the owner of property generally located at 1601 N. Dixie Highway, Lake Worth Beach, Florida, and as legally described in Exhibit “A” attached hereto and incorporated herein (the “Property”); and

WHEREAS, the City desires a nonexclusive easement for public utility purposes through the Property as described and mapped in Exhibit “B” attached hereto and incorporated herein (the “Easement Area”); and

WHEREAS, the public utilities to be placed in the Easement Area may provide services to and from the Property and other properties which may or may not abut and be contiguous to the Easement Area; and

WHEREAS, the Grantor is willing to grant such easement.

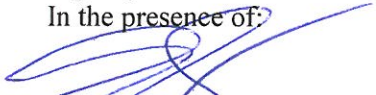
NOW, THEREFORE, for and in consideration of the mutual covenants and other valuable consideration, the sufficiency and receipt of which is acknowledged by Grantor and the City, the Grantor grants unto the City, its licensees, agents, successors and assigns:

A perpetual nonexclusive easement in, over, under, through, upon and across the Easement Area for the purpose of providing utility services to and from properties or lands or maintain the same, which may include the Property, also for the City to provide utility service to properties which may not be contiguous to the Easement Area, including the right to lay, or cause to be laid, and to maintain utility pipes, mains, appurtenances and devices; to maintain, repair, rebuild, operate and control utility transmission lines; the right to clear said Easement Area and keep it clear of brush, trees, and permanent structures and fire hazards; together with all rights of ingress and egress necessary for the full and complete use, occupation, and enjoyment of the Easement Area hereby granted, and all rights and privileges incident thereto; and, the permanent, full and free right and authority to own, construct, operate, maintain, repair, install, rebuild and replace utility facilities within the Easement Area. Notwithstanding the foregoing, all improvements made in the Easement Area by the City, its licensees, agents, successors and/or assigns, shall be underground.

TO HAVE AND TO HOLD the said Easement, unto the City, its licensees, agents, successors and assigns forever. It being expressly understood, however, that in the event the City, its licensees, successors and assigns, abandons or vacates the easement herein granted, that the same shall revert back to Grantor, its heirs, successors or assigns.

By accepting this Easement, the City agrees: (a) to perform all work undertaken by the City within the Easement Area in a good and workmanlike manner and to promptly complete all work within the Easement Area; (b) to restore any of the Property disturbed by work undertaken by the City for purposes of construction, removal, demolition and/or maintenance to its condition that existed prior to the commencement of such work; (c) to not unreasonably interfere with the use of the Property by Grantor or any of Grantor's tenants, invitees or guests; and (d) to be responsible for all costs associated with the City's construction, removal, demolition and/or maintenance pursuant to this Easement.


Signed, sealed and delivered
In the presence of:



Signature of Witness

Nicola Proso

Printed Name of Witness



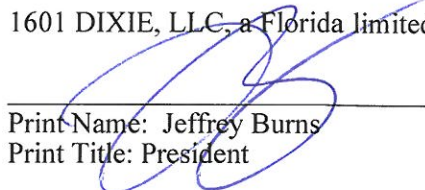
Signature of Witness

Chris Smuts

Printed Name of Witness

Owner:

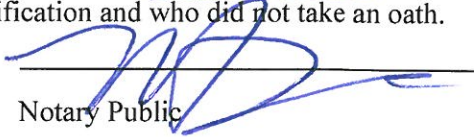
1601 DIXIE, LLC, a Florida limited liability company



Print Name: Jeffrey Burns
Print Title: President

STATE OF FLORIDA)
COUNTY OF Broward)

The foregoing instrument was acknowledged before me by means of physical presence or [] online notarization this 10th day of August, 2020, by JEFFREY BURNS, as President of 1601 Dixie, LLC, a Florida limited liability company, who is personally known to me or who has produced N/A as identification and who did not take an oath.



Notary Public



The City of Lake Worth Beach accepted the foregoing Easement on _____, 2020.

City of Lake Worth Beach

Pam Triolo, Mayor

ATTEST:

Approved as to form and legal sufficiency:

Deborah M. Andrea, City Clerk

Christy J. Goddeau, City Attorney

EXHIBIT "A"
Legal Description of Property

EXHIBIT "A"

PARCEL A

Lots 1 through 11, inclusive, Block "F", Lake Worth Heights, according to the map or plat thereof as recorded in Plat Book 7, Page 25, Public Records of Palm Beach County, Florida; said lands situate, lying and being in Palm Beach County, Florida.

LESS:

A portion of Lot 1, Block F, Lake Worth Heights, as recorded in Plat Book 7, Page 25, Public Records of Palm Beach County, Florida, lying in Section 16, Township 44 South, Range 43 East, Palm Beach County, Florida, being more particularly described as follows:

Commence at the Northwest corner of said Lot 1; thence South 89° 55' 17" East along the Northerly boundary line of said Lot 1, a distance of 167.30 feet to the Point of Beginning; thence continue South 89° 55' 17" East along said Northerly boundary line, a distance of 5.0 feet to a point on the Westerly Existing Right of Way line for State Road 805 (Dixie Highway), said point being on a line 2.70 feet Westerly of and parallel with the Easterly boundary line of said Lot 1; thence South 00° 00' 02" East along said Westerly Existing Right of Way line and said parallel line, a distance of 9.0 feet; thence North 29° 02' 11" West, a distance of 10.30 feet to the Point of Beginning.

PARCEL B

Lots 1 through 11, inclusive, Block "G", Lake Worth Heights, according to the map or plat thereof as recorded in Plat Book 7, Page 25, Public Records of Palm Beach County, Florida; said lands situate, lying and being in Palm Beach County, Florida.

LESS

A portion of Lot 1, Block G, Lake Worth Heights, as recorded in Plat Book 7, Page 25, Public Records of Palm Beach County, Florida, lying in Section 16, Township 44 South, Range 43 East, Palm Beach County, Florida, being more particularly described as follows:

Commence at the Southwest corner of said Lot 1; thence South 89° 53' 05" East along the Southerly boundary line of said Lot 1, a distance of 167.30 feet to the Point of Beginning; thence continue South 89° 53' 05" East along said Southerly boundary line, a distance of 5 feet to a point on the Westerly Existing Right of Way line for State Road 805 (Dixie Highway), said point being on a line 2.70 feet Westerly of and parallel with the Easterly boundary line of said Lot 1; thence North 00° 00' 02" West along said Westerly Existing Right of Way line and said parallel line, a distance of 9.0 feet; thence South 29° 04' 53" West, a distance of 10.29 feet to the Point of Beginning.

EXHIBIT "B"

Legal Description and Survey of Easement Area

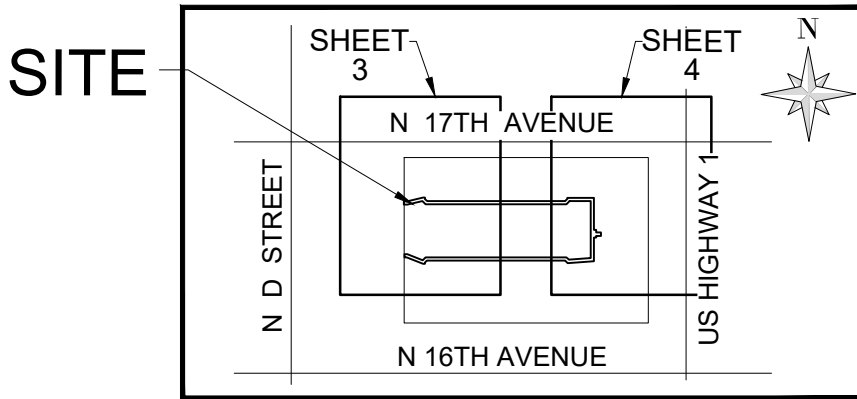
SKETCH AND DESCRIPTION

OF A UTILITY EASEMENT

LAKE WORTH BEACH, PALM BEACH COUNTY, FLORIDA

NOT VALID WITHOUT ACCOMPANYING, SHEETS 2, 3 AND 4

THIS IS NOT A SURVEY



LOCATION MAP AND SHEET INDEX

NOT TO SCALE

DESCRIPTION

BEING A UTILITY EASEMENT SITUATED IN SECTION 16, TOWNSHIP 44 SOUTH, RANGE 43 EAST, PALM BEACH COUNTY, FLORIDA, LYING IN LOTS 1 THROUGH 11, INCLUSIVE, IN BLOCK F AND LOTS 1 THROUGH 11, INCLUSIVE, IN BLOCK G LAKE WORTH HEIGHTS, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 7, PAGE 25, ALL OF THE PUBLIC RECORDS OF PALM BEACH COUNTY FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHWEST CORNER OF SAID LOT 11 OF BLOCK F;
 THENCE SOUTH 00°34'40" WEST ALONG THE WEST LINE OF SAID LOT 11, BLOCK F AND THE EAST RIGHT-OF-WAY LINE OF THAT 100 FOOT RIGHT-OF-WAY FOR THE FLORIDA EAST COAST RAILROAD AS SHOWN ON SAID PLAT, A DISTANCE OF 84.73 FEET TO THE POINT OF BEGINNING; THENCE NORTH 89°27'16" EAST, DEPARTING SAID WEST LINE, AND SAID EAST RIGHT-OF-WAY LINE, A DISTANCE OF 9.54 FEET; THENCE NORTH 77°17'55" EAST, A DISTANCE OF 51.43 FEET; THENCE SOUTH 89°58'03" EAST, A DISTANCE OF 5.56 FEET; THENCE SOUTH 00°01'57" WEST, A DISTANCE OF 4.31 FEET; THENCE SOUTH 44°58'03" EAST, A DISTANCE OF 8.91 FEET; THENCE SOUTH 89°58'03" EAST, A DISTANCE OF 425.71 FEET; THENCE NORTH 45°01'57" EAST, A DISTANCE OF 9.62 FEET; THENCE NORTH 00°01'57" EAST, A DISTANCE OF 3.31 FEET; THENCE SOUTH 89°58'03" EAST, A DISTANCE OF 81.79 FEET; THENCE SOUTH 00°01'57" WEST, A DISTANCE OF 98.04 FEET; THENCE SOUTH 89°58'03" EAST, A DISTANCE OF 7.00 FEET; THENCE SOUTH 00°01'57" WEST, A DISTANCE OF 8.77 FEET; THENCE SOUTH 89°58'03" EAST, A DISTANCE OF 14.58 FEET; THENCE SOUTH 00°01'57" WEST, A DISTANCE OF 10.00 FEET; THENCE NORTH 89°58'03" WEST, A DISTANCE OF 14.58 FEET; THENCE SOUTH 00°01'57" WEST, A DISTANCE OF 8.77 FEET; THENCE NORTH 89°58'03" WEST, A DISTANCE OF 7.00 FEET; THENCE SOUTH 00°01'57" WEST, A DISTANCE OF 72.99 FEET; THENCE SOUTH 85°47'06" WEST, A DISTANCE OF 81.17 FEET; THENCE NORTH 44°58'03" WEST, A DISTANCE OF 10.74 FEET; THENCE NORTH 89°58'03" WEST, A DISTANCE OF 425.75 FEET; THENCE SOUTH 45°01'57" WEST, A DISTANCE OF 8.91 FEET; THENCE SOUTH 00°01'57" WEST, A DISTANCE OF 4.31 FEET; THENCE NORTH 89°58'04" WEST, A DISTANCE OF 5.98 FEET; THENCE NORTH 67°53'51" WEST, A DISTANCE OF 54.08 FEET; THENCE SOUTH 89°27'16" WEST, A DISTANCE OF 7.33 FEET TO A POINT ON THE WEST LINE OF THE AFOREMENTIONED LOT 11, BLOCK G AND SAID EAST RIGHT-OF-WAY LINE; THENCE NORTH 00°34'40" WEST, ALONG SAID WEST LINE AND SAID EAST RIGHT-OF-WAY LINE, A DISTANCE OF 10.00 FEET; THENCE NORTH 89°27'16" EAST, DEPARTING SAID WEST LINE AND SAID EAST RIGHT-OF-WAY LINE, A DISTANCE OF 9.34 FEET; THENCE SOUTH 67°53'51" EAST, A DISTANCE OF 50.73 FEET; THENCE NORTH 46°22'20" EAST, A DISTANCE OF 13.20 FEET; THENCE SOUTH 89°58'03" EAST, A DISTANCE OF 434.04 FEET; THENCE SOUTH 44°58'03" EAST, A DISTANCE OF 10.30 FEET; THENCE NORTH 85°47'06" EAST, A DISTANCE OF 67.31 FEET; THENCE NORTH 00°01'57" EAST, A DISTANCE OF 175.52 FEET; THENCE NORTH 89°58'03" WEST, A DISTANCE OF 64.33 FEET; THENCE SOUTH 45°01'57" WEST, A DISTANCE OF 14.30 FEET; THENCE NORTH 89°58'03" WEST, A DISTANCE OF 434.00 FEET; THENCE NORTH 44°58'03" WEST, A DISTANCE OF 8.91 FEET; THENCE SOUTH 77°17'55" WEST, A DISTANCE OF 48.03 FEET; THENCE SOUTH 89°27'16" WEST, A DISTANCE OF 10.60 FEET TO A POINT ON THE AFOREMENTIONED WEST LINE OF LOT 11, BLOCK F AND SAID EAST RIGHT-OF-WAY LINE; THENCE NORTH 00°34'40" WEST, ALONG SAID WEST LINE AND SAID EAST RIGHT-OF-WAY LINE, A DISTANCE OF 10.00 FEET TO THE POINT OF BEGINNING;

CONTAINING 13,997.40 SQUARE FEET OR 0.321 ACRES, MORE OR LESS.

REVISIONS		<p>10415 RIVERSIDE DRIVE SUITE 101, PALM BEACH GARDENS, FL 33410 Tel: (561) 229-0239, Fax: (305) 477- 7590 L.B. # 7241</p>	SKETCH AND DESCRIPTION OF A UTILITY EASEMENT		PROJ. NO. 2020038.000
DATE	DESCRIPTION		DATE		07/29/20
					DRWN BY DK
					CHK'D BY KMB
					SCALE N/A
					SHEET 1 OF 4

SKETCH AND DESCRIPTION
OF A UTILITY EASEMENT
LAKE WORTH BEACH, PALM BEACH COUNTY, FLORIDA
NOT VALID WITHOUT ACCOMPANYING SHEETS 1, 3 AND 4
THIS IS NOT A SURVEY

LEGEND:

FERCC FLORIDA EAST COAST RAILROAD
 LB LICENSED BUSINESS
 ORB OFFICIAL RECORDS BOOK
 PB PLAT BOOK
 PG. PAGE
 POB POINT OF BEGINNING
 POC POINT OF COMMENCEMENT
 R/W RIGHT-OF-WAY


SURVEY NOTES:

1. THIS IS NOT A BOUNDARY SURVEY.
2. THE LANDS SHOWN HEREON WERE NOT ABSTRACTED FOR EASEMENT OR OTHER RECORDED ENCUMBRANCES.
3. ADDITIONS OR DELETIONS TO SURVEY MAPS OR REPORTS BY OTHER THAN THE SIGNING PARTY OR PARTIES IS PROHIBITED WITHOUT WRITTEN CONSENT OF THE SIGNING PARTY OR PARTIES.
4. THIS MAP IS INTENDED TO BE DISPLAYED AT A SCALE OF 1/480 OR SMALLER.
5. THIS MAP OR THE COPIES THEREOF ARE NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OR THE DIGITAL SIGNATURE OF A FLORIDA LICENSED SURVEYOR AND MAPPER.
6. EASEMENT GEOMETRY WAS OBTAINED FROM A SET OF RECORD DRAWINGS PREPARED BY MATTHEW T. WIXTED, PROFESSIONAL SURVEYOR AND MAPPER, DATED 07-15-2020 AND PROVIDED TO MARLIN ENGINEERING, INC. BY THE CLIENT.
7. BEARINGS SHOWN HEREON ARE BASED ON A BEARING OF NORTH 00°00'02" WEST ALONG THE WEST RIGHT-OF-WAY LINE OF NORTH DIXIE HIGHWAY AS SHOWN PER FLORIDA DEPARTMENT OF TRANSPORTATION RIGHT OF WAY MAP SECTION 93050-2509 SHEET 4 OF 9 LAST REVISED 12-29-95. ALL OTHER BEARINGS ARE RELATIVE THERETO. SAID BEARING REFERENCE WAS OBTAINED FROM AN ALTA/NSPS LAND TITLE AND TOPOGRAPHIC SURVEY PREPARED BY ACCURATE LAND SURVEYORS. INC., SKETCH NUMBER SU-17-4057M, DATED 12-15-14, UPDATED 01-17-19.

SURVEY NOTES:

I HEREBY CERTIFY THAT THIS SKETCH AND DESCRIPTION WAS MADE UNDER MY RESPONSIBLE CHARGE AND TO THE BEST OF MY KNOWLEDGE AND BELIEF IS TRUE, CORRECT AND MEETS THE STANDARDS OF PRACTICE AS SET FORTH BY THE BOARD OF PROFESSIONAL LAND SURVEYORS IN CHAPTER 5J-17-050, FLORIDA ADMINISTRATIVE CODE PURSUANT TO SECTION 472.027, FLORIDA STATUTES.

 KEVIN M. BECK, P.S.M.
 PROFESSIONAL SURVEYOR AND MAPPER
 LICENSE NO. 6168
 STATE OF FLORIDA

	R E V I S I O N S	 MARLIN ENGINEERING 10415 RIVERSIDE DRIVE SUITE 101, PALM BEACH GARDENS, FL 33410 Tel: (561) 229-0239, Fax: (305) 477- 7590 L.B. # 7241	SKETCH AND DESCRIPTION OF A UTILITY EASEMENT	PROJ. NO. 2020038.000
DATE	DESCRIPTION		DATE 07/29/20	DRWN BY DK
			CHK'D BY KMB	SCALE N/A
			SHEET 2 OF 4	

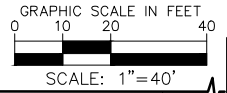
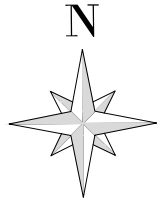
SKETCH AND DESCRIPTION

OF A UTILITY EASEMENT

LAKE WORTH BEACH, PALM BEACH COUNTY, FLORIDA

NOT VALID WITHOUT ACCOMPANYING, SHEETS 1, 2 AND 4

THIS IS NOT A SURVEY



17th AVENUE NORTH

N 89°55'17" W 677.89'

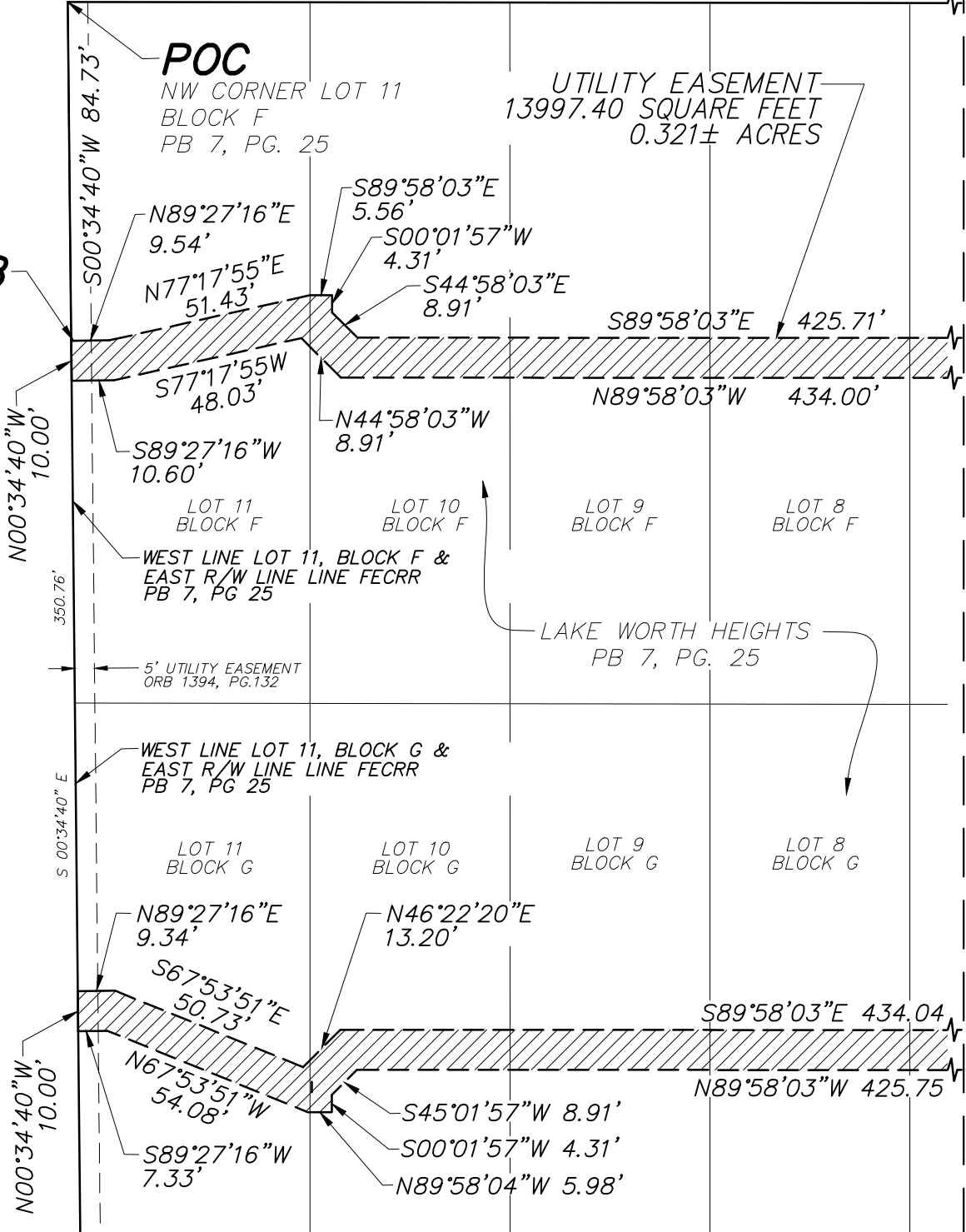
FLORIDA EAST COAST RAILROAD
100' RIGHT-OF-WAY
PB 7, PG. 25

POB

POC

NW CORNER LOT 11
BLOCK F
PB 7, PG. 25

UTILITY EASEMENT
13997.40 SQUARE FEET
0.321± ACRES



MATCHLINE (SEE SHEET 4 OF 4)

REVISIONS	
DATE	DESCRIPTION

MARLIN
ENGINEERING
10415 RIVERSIDE DRIVE SUITE 101,
PALM BEACH GARDENS, FL 33410
Tel: (561) 229-0239, Fax: (305) 477-7590
L.B. # 7241

**SKETCH AND DESCRIPTION
OF A
UTILITY EASEMENT**

PROJ. NO.	2020038.000
DATE	07/29/20
DRWN BY	DK
CHK'D BY	KMB
SCALE	1"=40'
SHEET 3 OF 4	

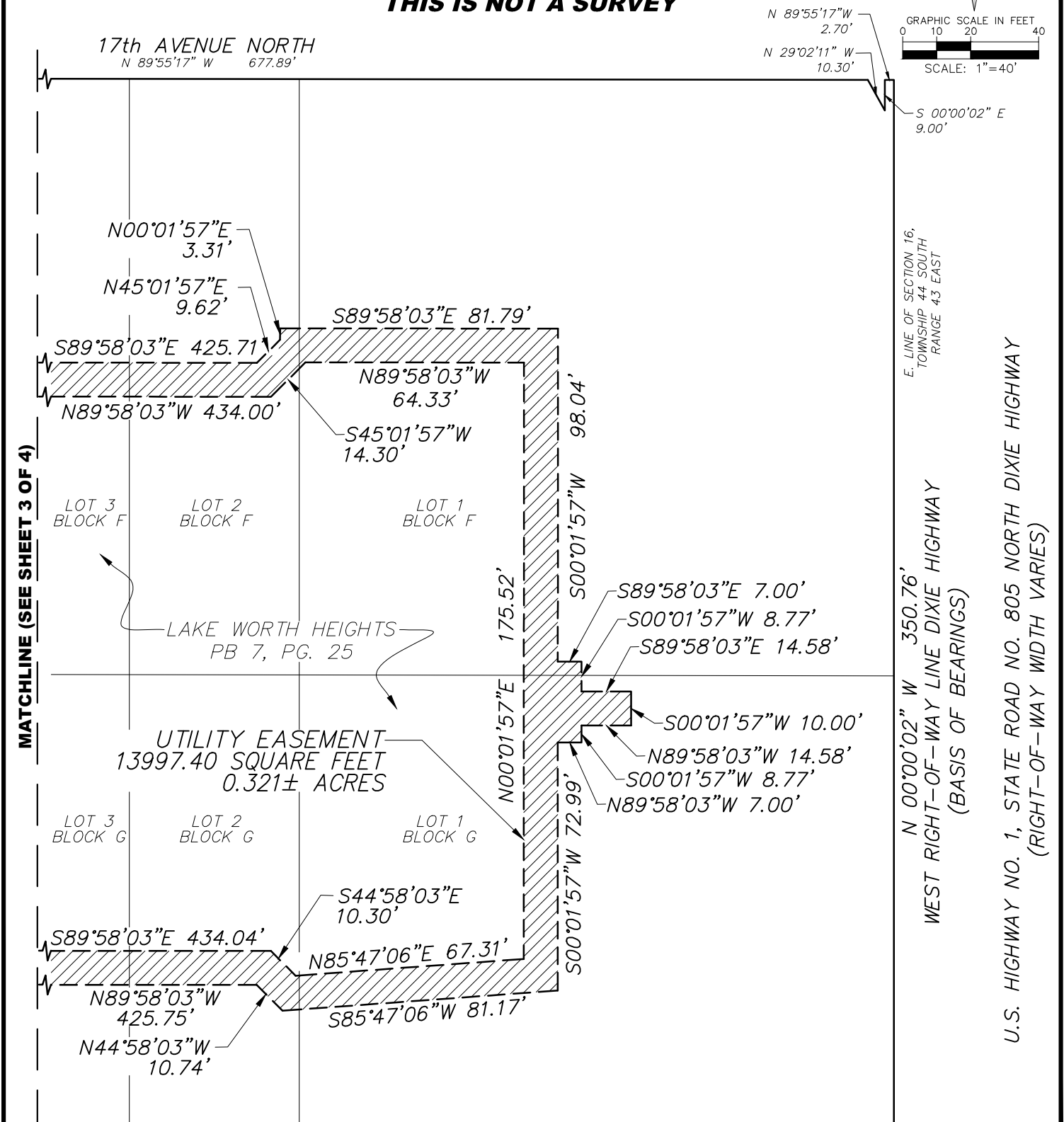
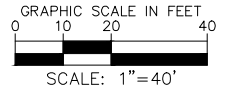
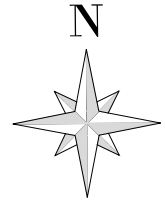
SKETCH AND DESCRIPTION

OF A UTILITY EASEMENT

LAKE WORTH BEACH, PALM BEACH COUNTY, FLORIDA

NOT VALID WITHOUT ACCOMPANYING, SHEETS 1, 2 AND 3

THIS IS NOT A SURVEY



REVISIONS	
DATE	DESCRIPTION

MARLIN
ENGINEERING

10415 RIVERSIDE DRIVE SUITE 101,
PALM BEACH GARDENS, FL 33410
Tel: (561) 229-0239, Fax: (305) 477-7590
L.B. # 7241

**SKETCH AND DESCRIPTION
OF A
UTILITY EASEMENT**

PROJ. NO.	2020038.000
DATE	07/29/20
DRWN BY	DK
CHK'D BY	KMB
SCALE	1"=40'
SHEET 4 OF 4	

Return to:
City of Lake Worth Beach
Attn: City Clerk's Office
7 N. Dixie Highway
Lake Worth Beach, FL 33460

BILL OF SALE

BY TO THE CITY OF LAKE WORTH BEACH

KNOW ALL MEN BY THESE PRESENTS that **1601 DIXIE, LLC**, a Florida limited liability company (hereinafter "Seller") for the sum of TEN and No/100 Dollars (\$10.00) and other good and valuable considerations paid by THE CITY OF LAKE WORTH BEACH, a Florida municipal corporation (hereinafter "Buyer"), the receipt of which is hereby acknowledged by Seller, has granted, bargained, sold, transferred, assigned, set over and delivered, and by these presents does grant, bargain, sell, transfer, assign, set over and deliver, unto Buyer, its successors and assigns, the following:

Underground electrical lines

and related assets as located in Exhibit "A", attached hereto and made a part hereof .

Seller represents for itself, its successors and assigns that all expenses in connection with construction and installation of the electrical system have been paid in full and the same is free from liens and debts. Seller agrees to indemnify and hold Buyer harmless from any lawful claims of any party for labor and/or materials arising out of construction and installation of the system.

Seller further represents for itself, its successors and assigns that it has exclusive ownership, possession, control and marketable title to the electrical system and the system is subject to no mortgage, pledge, lien, charge, security interest, encumbrance or restriction.

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IN WITNESS WHEREOF, this Bill of Sale from 1601 DIXIE, LLC to the City of Lake Worth Beach shall be effective as of the _____ day of _____, 2020.

WITNESSES:

[Signature]
Witness Signature

Adem Link
Print Name of Witness above

[Signature]
Witness Signature

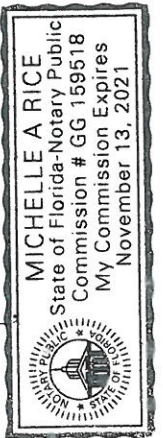
Nicholas Proso
Print Name of Witness above

SELLER:

[Signature]
By: Jeffrey Burns, President

STATE OF FLORIDA
COUNTY OF PALM BEACH

The foregoing instrument was acknowledged before me this 10th day of August 2020, by means of physical presence or [] online notarization by Jeffrey Burns, as President of 1601 DIXIE, LLC, a Florida limited liability company, who is personally known to me or who produced N/A as identification.



My commission expires: 11-13-2021

Notary Signature [Signature]

The City of Lake Worth Beach accepted the foregoing Bill of Sale on _____, 20

City of Lake Worth Beach

Pam Triolo, Mayor

ATTEST:

Approved as to form and legal sufficiency:

Deborah M Andrea, City Clerk

Glen J. Torcivia, City Attorney

EXHIBIT "A"
RECORD OF ASSETS

EXHIBIT "A"

PARCEL A

Lots 1 through 11, inclusive, Block "F", Lake Worth Heights, according to the map or plat thereof as recorded in Plat Book 7, Page 25, Public Records of Palm Beach County, Florida; said lands situate, lying and being in Palm Beach County, Florida.

LESS:

A portion of Lot 1, Block F, Lake Worth Heights, as recorded in Plat Book 7, Page 25, Public Records of Palm Beach County, Florida, lying in Section 16, Township 44 South, Range 43 East, Palm Beach County, Florida, being more particularly described as follows:

Commence at the Northwest corner of said Lot 1; thence South 89° 55' 17" East along the Northerly boundary line of said Lot 1, a distance of 167.30 feet to the Point of Beginning; thence continue South 89° 55' 17" East along said Northerly boundary line, a distance of 5.0 feet to a point on the Westerly Existing Right of Way line for State Road 805 (Dixie Highway), said point being on a line 2.70 feet Westerly of and parallel with the Easterly boundary line of said Lot 1; thence South 00° 00' 02" East along said Westerly Existing Right of Way line and said parallel line, a distance of 9.0 feet; thence North 29° 02' 11" West, a distance of 10.30 feet to the Point of Beginning.

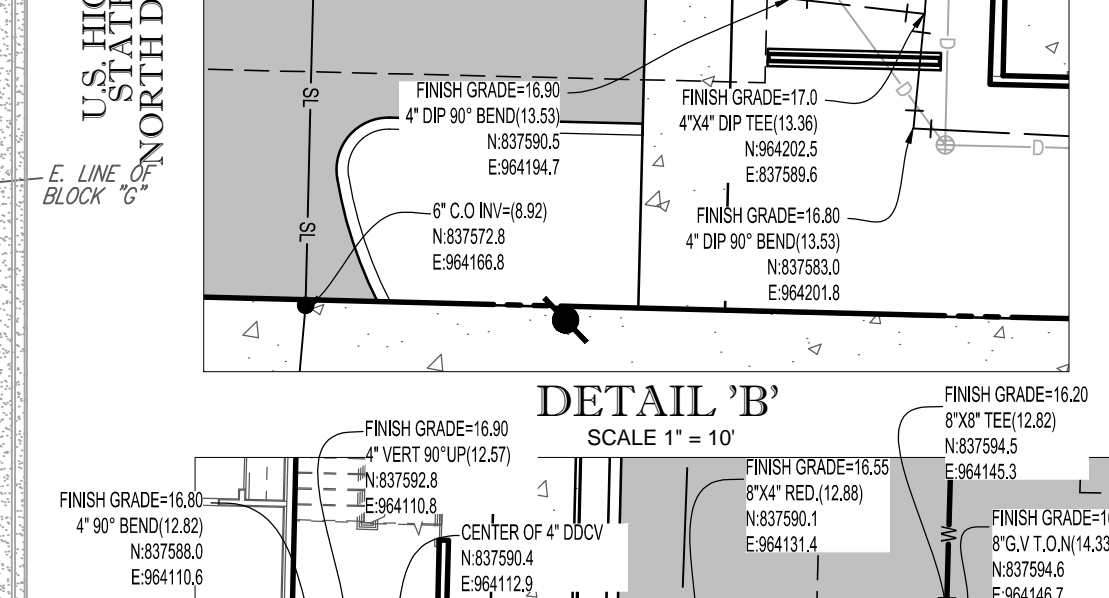
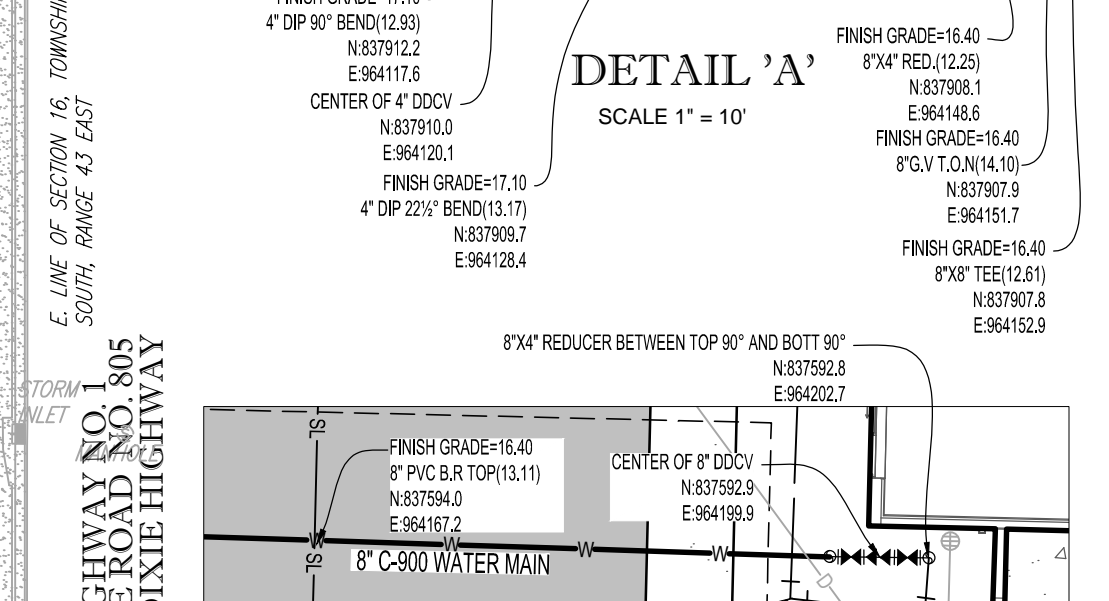
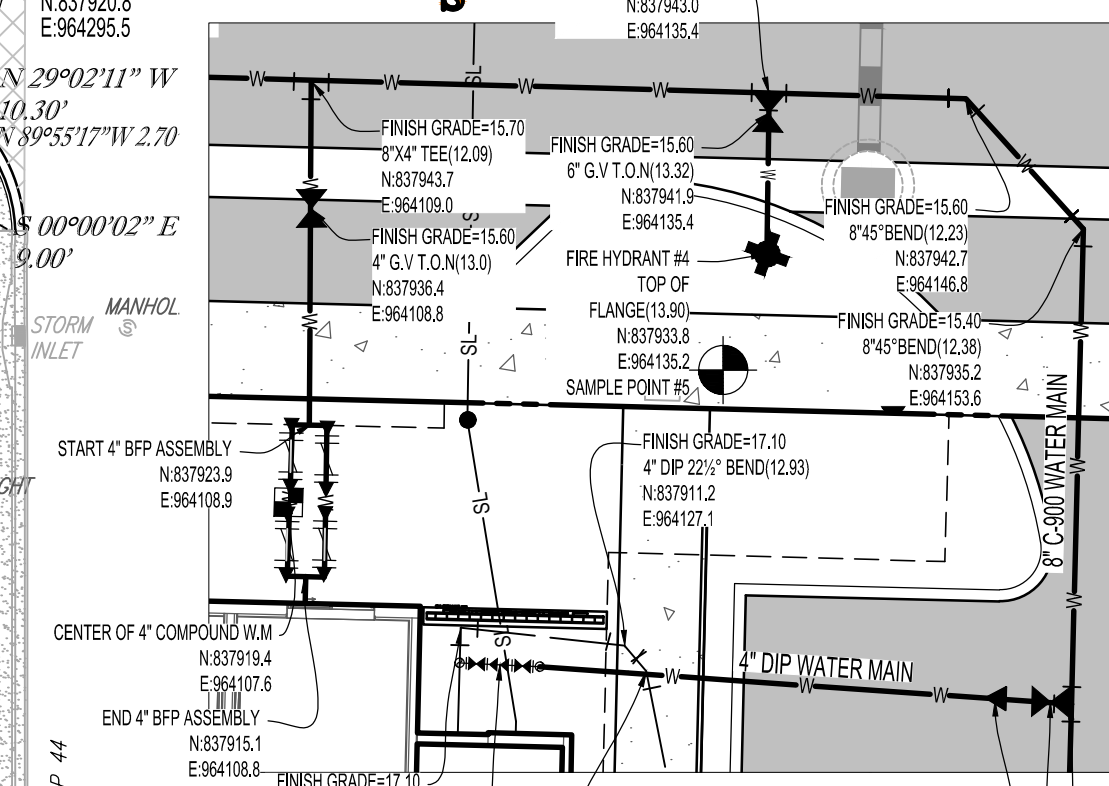
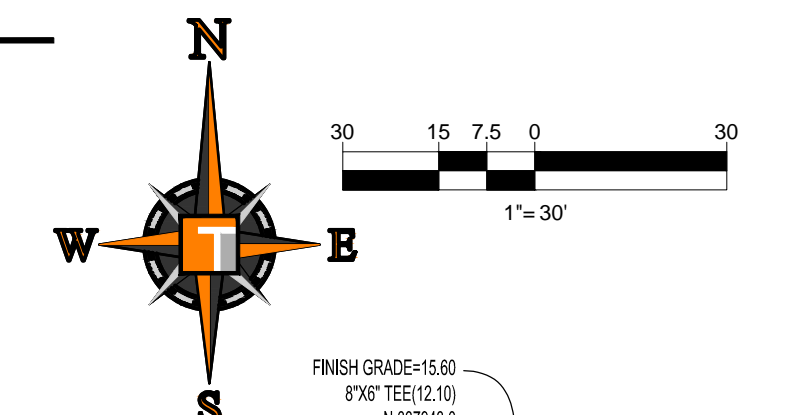
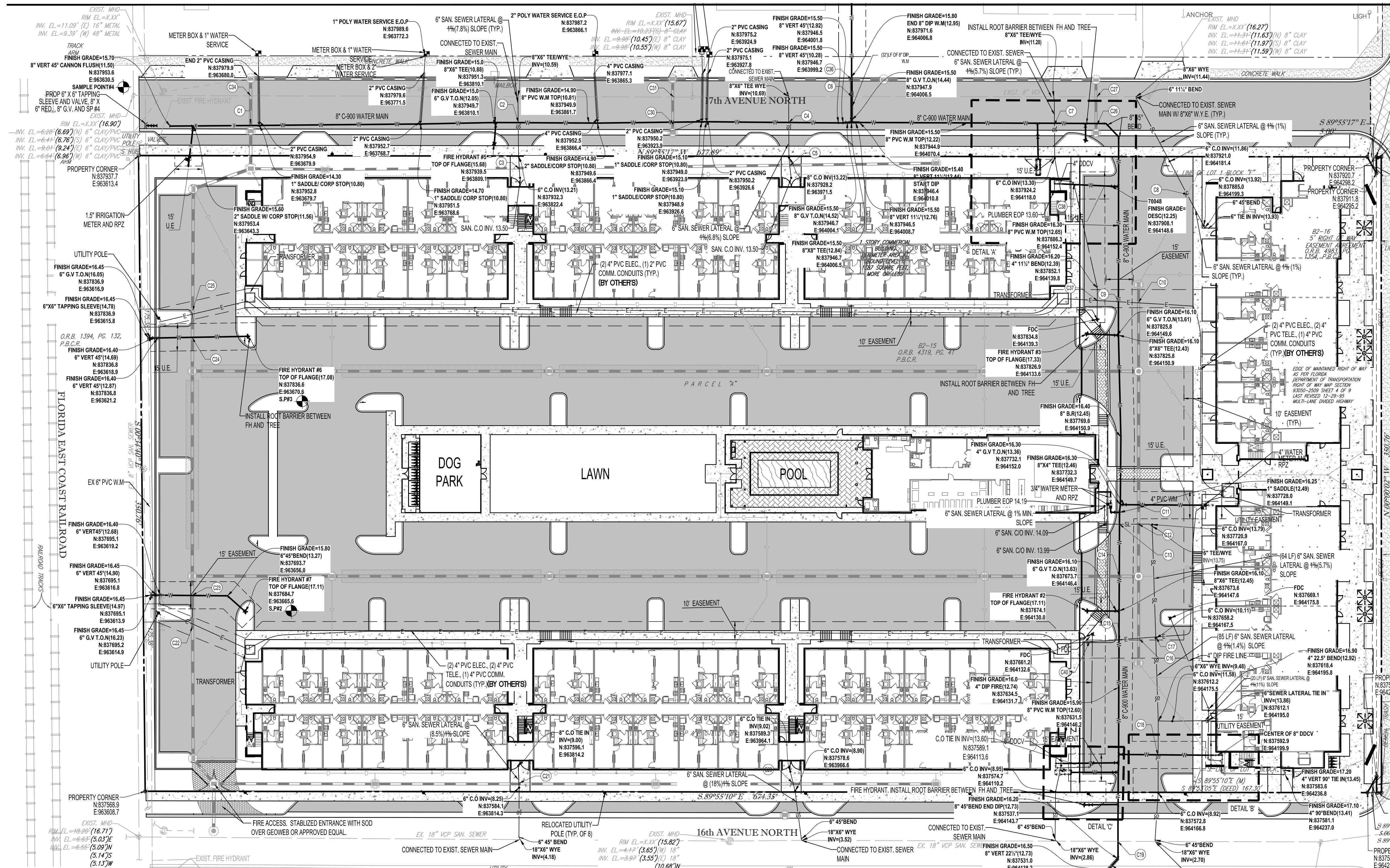
PARCEL B

Lots 1 through 11, inclusive, Block "G", Lake Worth Heights, according to the map or plat thereof as recorded in Plat Book 7, Page 25, Public Records of Palm Beach County, Florida; said lands situate, lying and being in Palm Beach County, Florida.

LESS

A portion of Lot 1, Block G, Lake Worth Heights, as recorded in Plat Book 7, Page 25, Public Records of Palm Beach County, Florida, lying in Section 16, Township 44 South, Range 43 East, Palm Beach County, Florida, being more particularly described as follows:

Commence at the Southwest corner of said Lot 1; thence South 89° 53' 05" East along the Southerly boundary line of said Lot 1, a distance of 167.30 feet to the Point of Beginning; thence continue South 89° 53' 05" East along said Southerly boundary line, a distance of 5 feet to a point on the Westerly Existing Right of Way line for State Road 805 (Dixie Highway), said point being on a line 2.70 feet Westerly of and parallel with the Easterly boundary line of said Lot 1; thence North 00° 00' 02" West along said Westerly Existing Right of Way line and said parallel line, a distance of 9.0 feet; thence South 29° 04' 53" West, a distance of 10.29 feet to the Point of Beginning.



CONFLICT TABLE

CONFLICT	FINISH GRADE	BOTTOM OF PIPE	TOP OF PIPE	CLEARANCE
1	15.35	15.25(1.00) 6" SAN	15.25(1.00) 6" SAN	1.00
2	15.25	15.25(1.00) 6" SAN	15.25(1.00) 6" SAN	1.00
3	15.40	15.30(1.10) 6" SAN	15.30(1.10) 6" SAN	1.00
4	15.23	15.23(1.00) 6" SAN	15.23(1.00) 6" SAN	1.00
5	15.03	15.03(1.00) 6" SAN	15.03(1.00) 6" SAN	1.00
6	15.56	15.46(1.10) 6" SAN	15.46(1.10) 6" SAN	1.00
7	15.67	15.57(1.10) 6" SAN	15.57(1.10) 6" SAN	1.00
8	15.95	15.85(1.10) 6" SAN	15.85(1.10) 6" SAN	1.00
9	15.82	15.72(1.10) 6" SAN	15.72(1.10) 6" SAN	1.00
10	15.78	15.68(1.10) 6" SAN	15.68(1.10) 6" SAN	1.00
11	15.57	15.47(1.10) 6" SAN	15.47(1.10) 6" SAN	1.00
12	15.46	15.36(1.10) 6" SAN	15.36(1.10) 6" SAN	1.00
13	15.37	15.27(1.10) 6" SAN	15.27(1.10) 6" SAN	1.00
14	15.83	15.73(1.10) 6" SAN	15.73(1.10) 6" SAN	1.00
15	15.78	15.68(1.10) 6" SAN	15.68(1.10) 6" SAN	1.00
16	15.65	15.55(1.10) 6" SAN	15.55(1.10) 6" SAN	1.00
17	15.65	15.55(1.10) 6" SAN	15.55(1.10) 6" SAN	1.00
18	15.40	15.30(1.10) 6" SAN	15.30(1.10) 6" SAN	1.00
19	15.25	15.15(1.10) 6" SAN	15.15(1.10) 6" SAN	1.00
20	15.26	15.16(1.10) 6" SAN	15.16(1.10) 6" SAN	1.00
21	15.35	15.25(1.10) 6" SAN	15.25(1.10) 6" SAN	1.00
22	15.73	15.63(1.10) 6" SAN	15.63(1.10) 6" SAN	1.00
23	15.62	15.52(1.10) 6" SAN	15.52(1.10) 6" SAN	1.00
24	15.62	15.52(1.10) 6" SAN	15.52(1.10) 6" SAN	1.00
25	15.75	15.65(1.10) 6" SAN	15.65(1.10) 6" SAN	1.00
26	15.65	15.55(1.10) 6" SAN	15.55(1.10) 6" SAN	1.00
27	15.85	15.75(1.10) 6" SAN	15.75(1.10) 6" SAN	1.00
28	15.40	15.30(1.10) 6" SAN	15.30(1.10) 6" SAN	1.00
29	15.95	15.85(1.10) 6" SAN	15.85(1.10) 6" SAN	1.00
30	15.03	14.93(1.10) 6" SAN	14.93(1.10) 6" SAN	1.00
31	15.00	14.90(1.10) 6" SAN	14.90(1.10) 6" SAN	1.00
32	15.70	15.60(1.10) 6" SAN	15.60(1.10) 6" SAN	1.00
33	14.82	14.72(1.10) 6" SAN	14.72(1.10) 6" SAN	1.00
34	14.50	14.40(1.10) 6" SAN	14.40(1.10) 6" SAN	1.00
35	15.17	15.07(1.10) 6" SAN	15.07(1.10) 6" SAN	1.00
36	15.30	15.20(1.10) 6" SAN	15.20(1.10) 6" SAN	1.00
37	15.95	15.85(1.10) 6" SAN	15.85(1.10) 6" SAN	1.00
38	17.12	17.02(1.10) 6" SAN	17.02(1.10) 6" SAN	1.00
39	17.45	17.35(1.10) 6" SAN	17.35(1.10) 6" SAN	1.00
40	15.95	15.85(1.10) 6" SAN	15.85(1.10) 6" SAN	1.00
41	17.12	17.02(1.10) 6" SAN	17.02(1.10) 6" SAN	1.00
42	15.60	15.50(1.10) 6" SAN	15.50(1.10) 6" SAN	1.00

LEGEND:

B.R	BELL RESTRAINT
B.P	BACK FLOW PREVENTER
E.P	END OF PIPE

GENERAL SEWER NOTES:

- ANY EXISTING SEWER LATERAL ALONG 17TH AVENUE NORTH AND 16TH AVENUE NORTH TO THE SITE SHALL BE PROPERLY ABANDONED BY CAPPING AT THE RIGHT-OF-WAY LINE AND LOCATION DOCUMENTED ON THE FINAL UTILITY AS-BUILT. EXISTING LATERALS FROM EXISTING MANHOLES SHALL BE REMOVED FROM THE MANHOLE. THE FLOW CHANNEL REMOVED AND THE MANHOLE REPAIR PER CITY STANDARDS.
- ON-SITE SEWER LATERALS PRIVATELY OWNED AND MAINTAINED.
- SEWER CLEANOUT MINI-MANHOLES ARE REQUIRED ON ALL CLEANOUTS WITHIN PAVEMENT AREAS.

GENERAL LANDSCAPE NOTE:

IF ANY NEW LANDSCAPE MATERIALS ARE INSTALLED AS PART OF THIS PROJECT THEN SOIL ONLY WITH NO GRASS AND NO TREES TO BE INSTALLED WITHIN 5' OF A WATER METER AND 7.5' OF A FIRE HYDRANT. TREES CANNOT BE INSTALLED WITHIN 10' OF A WATER OR SEWER MAIN WITHOUT PRIOR APPROVAL AND THE INSTALLATION OF A ROOT BARRIER. ALSO IF ANY EXISTING TREES ARE LESS THAN 10' MINIMUM OF AN NEW WATER MAIN A ROOT BARRIER IS REQUIRED TO BE INSTALLED OR TREE RELOCATED/REMOVED.

RECORD DRAWING NOTES:

- RECORD DRAWINGS SHALL BE PREPARED IN THE STATE PLANNING COORDINATE SYSTEM.
- ALL UTILITY FEATURES SHALL BE SHOWN IN THEIR AS-BUILT LOCATION.
- STATE PLANE COORDINATES SHALL BE DISPLAYED ON RECORD DRAWINGS FOR ALL FEATURES.
- STATE PLANE COORDINATES SHALL BE SHOWN ON PROPERTY CORNERS.

HYDRANT & HYDRANT SECURITY EQUIPMENT NOTES:

- THE EXISTING FIRE HYDRANT CAN BE RELOCATED PROVIDED IT IS IN ACCEPTABLE WORKING ORDER BASED ON THE WUD INSPECTOR'S INSPECTION. IF NOT IN PROPER WORKING CONDITION A NEW FIRE HYDRANT WILL BE REQUIRED. IN EITHER CASE CAPTIVATOR CAPS ARE REQUIRED PER NOTE 2 BELOW.
- FIRE HYDRANT SHALL BE EQUIPPED WITH A SET OF AFD "CAPTIVATOR" SECURITY CAPS. THE CAPS SHALL BE CHANGED TO THE HYDRANT BODY AND INSTALLED PRIOR TO ISSUANCE OF CONSTRUCTION WATER RELEASE CERTIFICATION. A SCHEDULED INSPECTION BY WUD IS REQUIRED TO VERIFY THE INSTALLATION AND OPERATION OF THE CAPS.
- PLEASE NOTE THAT THE SECURITY CAPS CAN ONLY BE REMOVED USING SPECIAL WRENCHES. THE CONTRACTOR SHALL CONTACT THE WUD INSPECTOR FOR ASSISTANCE TO ACCESS TO THE HYDRANT IS REQUIRED FOR PLUSHING OR TESTING PURPOSES.
- ALL NEW FIRE HYDRANTS ARE TO BE INSTALLED SO THE PUMPER NOZZLE IS 7' MIN. 1'20" MAX. FROM THE EDGE OF PAVEMENT.
- ROOT BARRIER SHALL BE INSTALLED AT ANY LOCATION THAT A TREE AND FIRE HYDRANT SHARE A LANDSCAPE ISLAND.

GENERAL WATER NOTES:

- ALL WATER MAIN DUCTILE IRON PIPE AND PIPE FITTINGS SHALL BE PAINTED WITH A 4" WIDE CONTINUOUS BLUE LINE THAT RUNS PARALLEL TO THE AXIS OF THE PIPE AND IS LOCATED ALONG THE TOP OF THE PIPE.
- ALL WATER MAINS SHALL BE MARKED WITH ONE CONTINUOUS 6" WIDE MAGNETIC BLUE CODED TAPE IMPRINTED WITH TWO (2) INCH HIGH LETTERING READING "CAUTION-PORTABLE WATER LINE BURIED BELOW AND LOCATED APPROXIMATELY TWELVE (12) INCHES ABOVE THE CROWN OF THE PIPE. THE WORKING SHALL OCCUR EVERY THREE (3) FEET.
- ALL WATER SERVICE FITTINGS ARE REQUIRED TO BE LEAD FREE.
- ALL EXISTING WUD FACILITIES (E.G. VALVES) TO BE OPERATED BY WUD PERSONNEL ONLY.
- WATER MAIN WILL NOT BE OFFICIALLY PRESSURE TESTED UNTIL THE FINAL FILL OF ROAD ROCKS IS INSTALLED.

UTILITY LEGEND

EXISTING NOTE	TYPICAL NOTE TEXT	PROPOSED NOTE
—	UNDERGROUND WATER LINE	—
—	UNDERGROUND ELECTRIC LINE	—
—	UNDERGROUND GAS LINE	—
—	OVERHEAD WIRE	—
—	UNDERGROUND TELEPHONE LINE	—
—	UNDERGROUND CABLE LINE	—
—	STORM SEWER	—
—	SANITARY SEWER MAIN	—
+	HYDRANT	+
+	SANITARY MANHOLE	+
+	WATER METER	+
+	WATER VALVE	+
+	FIRE DEPARTMENT CONNECTION	+
+	CLEAN OUT	+

MATTHEW T. WIXED
PROFESSIONAL SURVEYOR & MAPPER
17065 W. OCEANSHORE ROAD
HIALEAH GARDENS, FLORIDA 33018
(305)825-9800

RECORD DRAWING

- NOTES:
- THIS RECORD DRAWING IS NOT VALID WITHOUT THE SIGNATURE AND ORIGINAL RAISED SEAL OF THE FLORIDA LICENSED SURVEYOR AND MAPPER.
 - ELEVATIONS SHOWN HEREON ARE RELATIVE TO NORTH AMERICAN VERTICAL DATUM (N.A.V.D.) OF 1988.
 - (7.50) DENOTES "RECORD" ELEVATIONS.
 - THIS IS NOT A BOUNDARY SURVEY.
 - ALL VALVE ELEVATIONS ARE SHOWN FROM TOP OF NUT. (T.O.N.).
 - BENCHMARK: PALM BEACH COUNTY BENCHMARK N 233 ELEV=15.02'
- LAST DATE OF FIELD WORK: 7-20-2020

BY: **MATTHEW T. WIXED**
PROFESSIONAL SURVEYOR & MAPPER
FLORIDA REGISTRATION No. 4877

THOMAS ENGINEERING GROUP
CIVIL ENGINEERS - PROJECT MANAGERS - LAND PLANNING - LANDSCAPE ARCHITECTS
6500 NW 31ST AVENUE SUITE 100
FORT LAUDERDALE, FL 33309
P: 954-202-7000
F: 954-202-7000

REVISIONS:

REV.	DATE	COMMENT	BY
1	10/26/18	ADDRESS DRC COMMENTS	MAT
2	07/15/2019	BUILDING REVISION 1	JAL
4	09/11/19	COORDINATION W/ PLUMBING	JAL
5	11/04/19	CC COORDINATION	JAL
6	1/27/20	FIRE REVIEW & SHOP DRAWING COMMENTS	JAL
7	06/16/20	RFI #107-FIRE LINE SIZING REVISION	FY

811 KNOW WHAT'S BELOW ALWAYS CALL 811 BEFORE YOU DIG
It's fast. It's free. It's the law.
www.callsunshine.com

PERMIT SET
04.26.19

PROJECT No.: F180076
DRAWN BY: CAD
CHECKED BY: MAT
DATE: 04-29-2019
CAD I.D.: UTILITY PLAN AS-BUILT 2-17-2020

PROJECT:
SEC DIXIE HIGHWAY & 17th AVE NORTH

FOR
1601 DIXIE LLC

LAKE WORTH BEACH
FLORIDA

THOMAS ENGINEERING GROUP
6300 NW 31ST AVENUE
FORT LAUDERDALE, FL 33309
PH: (954) 202-7000
FX: (954) 202-7070
www.ThomasEngineeringGroup.com

MICHAEL A. TROXELL
PROFESSIONAL ENGINEER
August 14, 2020
FLORIDA LICENSE No. 50572
FLORIDA BUSINESS CERT. OF AUTH. No. 27528

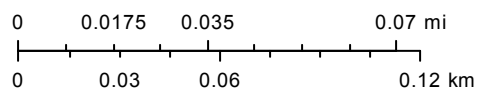
SHEET TITLE:
UTILITY PLAN
SHEET NUMBER:
U-01

38434416060160010



October 9, 2020

1:2,257



EXECUTIVE BRIEF REGULAR MEETING

AGENDA DATE: December 15, 2020

DEPARTMENT: Water Utilities

TITLE:

Water Utility Easement and Bill of Sale by and between 1601 Dixie, LLC. and the City of Lake Worth Beach

SUMMARY:

1601 Dixie, LLC will dedicate a Water Utility Easement and Bill of Sale to the City of Lake Worth Beach in accordance with the conditions of approval of the MID Building Department Permit.

BACKGROUND AND JUSTIFICATION:

1601 Dixie, LLC. recently completed the multifamily The MID live/work complex. The project included extensions to the water and sewer service system as well as fire protection. The property owner will dedicate a nonexclusive easement for the installation, operation and maintenance of utilities. In addition, the owner agrees to subordinate the utilities installed that are located in right of way and/or easements to the water utility department.

By the Bill of Sale, the City of Lake Worth Beach will own and maintain water and sewer utilities located in the right of way and the dedicated Utility Easement. The easements are dedicated to provide unrestricted access to the City of Lake Worth Beach for all associated utility maintenance, repair and new installations. This item provides for both legal ownership and access to the water systems.

MOTION:

Move to approve/disapprove the Water Utility Easement and Bill of Sale between 1601 Dixie, LLC. and the City of Lake Worth Beach.

ATTACHMENT(S):

Fiscal Impact Analysis – N/A
Water Utility Easement
Bill of Sale
Map

Return to:
City of Lake Worth Beach
City Clerk
7 North Dixie Hwy.
Lake Worth Beach, FL 34460

UTILITY EASEMENT

(Water)

THIS UTILITY EASEMENT is made this ___ day of _____, 2020, by and between **1601 DIXIE, LLC**, a Florida limited liability company (“Grantor”) and **CITY OF LAKE WORTH BEACH**, a Florida municipal corporation (“City”).

WITNESSETH

WHEREAS, the Grantor is the owner of property generally located at 1601 N. Dixie Highway, Lake Worth Beach, Florida, and as legally described in Exhibit “A” attached hereto and incorporated herein (the “Property”); and

WHEREAS, the City desires a nonexclusive easement for public utility purposes through the Property as described and mapped in Exhibit “B” attached hereto and incorporated herein (the “Easement Area”); and

WHEREAS, the public utilities to be placed in the Easement Area may provide services to and from the Property and other properties which may or may not abut and be contiguous to the Easement Area; and

WHEREAS, the Grantor is willing to grant such easement.

NOW, THEREFORE, for and in consideration of the mutual covenants and other valuable consideration, the sufficiency and receipt of which is acknowledged by Grantor and the City, the Grantor grants unto the City, its licensees, agents, successors and assigns:

A perpetual nonexclusive easement in, over, under, through, upon and across the Easement Area for the purpose of providing utility services to and from properties or lands or maintain the same, which may include the Property, also for the City to provide utility service to properties which may not be contiguous to the Easement Area, including the right to lay, or cause to be laid, and to maintain utility pipes, mains, appurtenances and devices; to maintain, repair, rebuild, operate and control utility transmission lines; the right to clear said Easement Area and keep it clear of brush, trees, and permanent structures and fire hazards; together with all rights of ingress and egress necessary for the full and complete use, occupation, and enjoyment of the Easement Area hereby granted, and all rights and privileges incident thereto; and, the permanent, full and free right and authority to own, construct, operate, maintain, repair, install, rebuild and replace utility facilities within the Easement Area. Notwithstanding the foregoing, all improvements made in the Easement Area by the City, its licensees, agents, successors and/or assigns, shall be underground.

TO HAVE AND TO HOLD the said Easement, unto the City, its licensees, agents, successors and assigns forever. It being expressly understood, however, that in the event the City, its licensees, successors and assigns, abandons or vacates the easement herein granted, that the same shall revert back to Grantor, its heirs, successors or assigns.

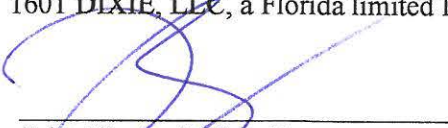
By accepting this Easement, the City agrees: (a) to perform all work undertaken by the City within the Easement Area in a good and workmanlike manner and to promptly complete all work within the Easement Area; (b) to restore any of the Property disturbed by work undertaken by the City for purposes of construction, removal, demolition and/or maintenance to its condition that existed prior to the commencement of such work; (c) to not unreasonably interfere with the use of the Property by Grantor or any of Grantor's tenants, invitees or guests; and (d) to be responsible for all costs associated with the City's construction, removal, demolition and/or maintenance pursuant to this Easement.

Signed, sealed and delivered
In the presence of:

Owner:




Signature of Witness

1601 DIXIE, LLC, a Florida limited liability company


Print Name: Jeffrey Burns
Print Title: President

Nicholas Proso

Printed Name of Witness




Signature of Witness

Chris Smuts

Printed Name of Witness

STATE OF FLORIDA)
COUNTY OF Broward)

The foregoing instrument was acknowledged before me by means of physical presence or [] online notarization this 10th day of August, 2020, by JEFFREY BURNS, as President of 1601 Dixie, LLC, a Florida limited liability company, who is personally known to me or who has Produced N/A as identification and who did not take an oath.



Notary Public



The City of Lake Worth Beach accepted the foregoing Easement on _____, 2020.

City of Lake Worth Beach

Pam Triolo, Mayor



Brian Shields
2020.10.09
12:20:22
-04'00'

ATTEST:

Approved as to form and legal sufficiency:

Approved as to form and legal sufficiency:

Deborah M. Andrea, City Clerk

Christy J. Goddeau, City Attorney

EXHIBIT "A"
Legal Description of Property

EXHIBIT "A"

PARCEL A

Lots 1 through 11, inclusive, Block "F", Lake Worth Heights, according to the map or plat thereof as recorded in Plat Book 7, Page 25, Public Records of Palm Beach County, Florida; said lands situate, lying and being in Palm Beach County, Florida.

LESS:

A portion of Lot 1, Block F, Lake Worth Heights, as recorded in Plat Book 7, Page 25, Public Records of Palm Beach County, Florida, lying in Section 16, Township 44 South, Range 43 East, Palm Beach County, Florida, being more particularly described as follows:

Commence at the Northwest corner of said Lot 1; thence South 89° 55' 17" East along the Northerly boundary line of said Lot 1, a distance of 167.30 feet to the Point of Beginning; thence continue South 89° 55' 17" East along said Northerly boundary line, a distance of 5.0 feet to a point on the Westerly Existing Right of Way line for State Road 805 (Dixie Highway), said point being on a line 2.70 feet Westerly of and parallel with the Easterly boundary line of said Lot 1; thence South 00° 00' 02" East along said Westerly Existing Right of Way line and said parallel line, a distance of 9.0 feet; thence North 29° 02' 11" West, a distance of 10.30 feet to the Point of Beginning.

PARCEL B

Lots 1 through 11, inclusive, Block "G", Lake Worth Heights, according to the map or plat thereof as recorded in Plat Book 7, Page 25, Public Records of Palm Beach County, Florida; said lands situate, lying and being in Palm Beach County, Florida.

LESS

A portion of Lot 1, Block G, Lake Worth Heights, as recorded in Plat Book 7, Page 25, Public Records of Palm Beach County, Florida, lying in Section 16, Township 44 South, Range 43 East, Palm Beach County, Florida, being more particularly described as follows:

Commence at the Southwest corner of said Lot 1; thence South 89° 53' 05" East along the Southerly boundary line of said Lot 1, a distance of 167.30 feet to the Point of Beginning; thence continue South 89° 53' 05" East along said Southerly boundary line, a distance of 5 feet to a point on the Westerly Existing Right of Way line for State Road 805 (Dixie Highway), said point being on a line 2.70 feet Westerly of and parallel with the Easterly boundary line of said Lot 1; thence North 00° 00' 02" West along said Westerly Existing Right of Way line and said parallel line, a distance of 9.0 feet; thence South 29° 04' 53" West, a distance of 10.29 feet to the Point of Beginning.

EXHIBIT "B"

Legal Description and Survey of Easement Area

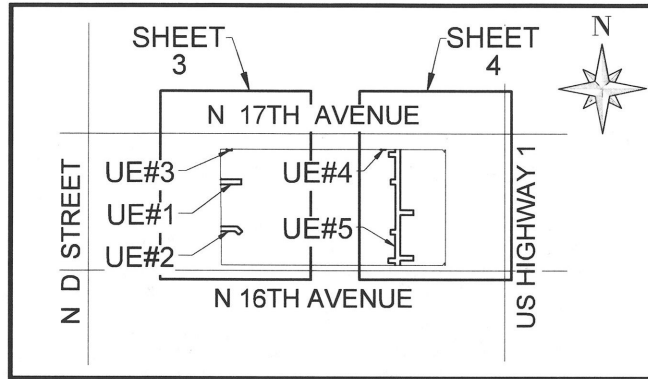
SKETCH AND DESCRIPTION

OF (5) UTILITY EASEMENTS

LAKE WORTH BEACH, PALM BEACH COUNTY, FLORIDA

NOT VALID WITHOUT ACCOMPANYING, SHEETS 2, 3, 4 AND 5

THIS IS NOT A SURVEY



LOCATION MAP AND SHEET INDEX
NOT TO SCALE

DESCRIPTION

BEING (5) FIVE, UTILITY EASEMENTS SITUATED IN SECTION 16, TOWNSHIP 44 SOUTH, RANGE 43 EAST, PALM BEACH COUNTY, FLORIDA, LYING IN LOTS 1, 2, 10 AND 11, IN BLOCK F AND LOTS 1, 10 AND 11, IN BLOCK G LAKE WORTH HEIGHTS, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 7, PAGE 25, ALL OF THE PUBLIC RECORDS OF PALM BEACH COUNTY FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

UTILITY EASEMENT #1

COMMENCE AT THE NORTHWEST CORNER OF SAID LOT 11 OF BLOCK F;
THENCE SOUTH 00°34'40" WEST ALONG THE WEST LINE OF SAID LOT 11, BLOCK F AND THE EAST RIGHT-OF-WAY LINE OF THAT 100 FOOT RIGHT-OF-WAY FOR THE FLORIDA EAST COAST RAILROAD AS SHOWN ON SAID PLAT, A DISTANCE OF 100.30 FEET A POINT ON THE CENTERLINE OF A 15 FOOT WIDE STRIP AND POINT OF BEGINNING OF UTILITY EASEMENT #1;
THENCE NORTH 89°25'20" EAST, A DISTANCE OF 63.84 FEET TO THE POINT OF TERMINUS OF UTILITY EASEMENT #1.
SAID EASEMENT CONTAINING 957.59 SQUARE FEET;

UTILITY EASEMENT #2

COMMENCE AT THE NORTHWEST CORNER OF SAID LOT 11 OF BLOCK F;
THENCE SOUTH 00°34'40" WEST ALONG THE WEST LINE OF SAID LOT 11, BLOCK F, WEST LINE OF LOT 11, BLOCK G AND THE EAST RIGHT-OF-WAY LINE OF THAT 100 FOOT RIGHT-OF-WAY FOR THE FLORIDA EAST COAST RAILROAD AS SHOWN ON SAID PLAT, A DISTANCE OF 242.55 FEET TO A POINT ON THE CENTERLINE OF A 15 FOOT WIDE STRIP AND POINT OF BEGINNING UTILITY EASEMENT #2;
THENCE SOUTH 89°58'03" EAST, A DISTANCE OF 47.40 FEET;
THENCE SOUTH 44°58'03" EAST, A DISTANCE OF 17.85 FEET TO THE POINT OF TERMINUS OF UTILITY EASEMENT #2.
SAID EASEMENT CONTAINING 977.64 SQUARE FEET;

UTILITY EASEMENT #3

COMMENCE AT THE NORTHWEST CORNER OF SAID LOT 11 OF BLOCK F;
THENCE SOUTH 89°55'17" EAST ALONG THE NORTH LINE OF SAID LOT 11, BLOCK F AND THE SOUTH RIGHT-OF-WAY LINE OF 17TH AVENUE NORTH AS SHOWN ON SAID PLAT, A DISTANCE OF 27.45 FEET TO A POINT ON THE CENTERLINE OF A 15 FOOT WIDE STRIP AND POINT OF BEGINNING UTILITY EASEMENT #3;
THENCE SOUTH 00°04'43" WEST, A DISTANCE OF 5.74 FEET TO THE POINT OF TERMINUS OF UTILITY EASEMENT #3.
SAID EASEMENT CONTAINING 86.12 SQUARE FEET;

UTILITY EASEMENT #4

COMMENCE AT THE NORTHWEST CORNER OF SAID LOT 11 OF BLOCK F;
THENCE SOUTH 89°55'17" EAST ALONG THE NORTH LINES OF SAID LOTS 11, 10, 9, 8, 7, 6, 5, 4, 3 AND 2, BLOCK F AND THE SOUTH RIGHT-OF-WAY LINE OF 17TH AVENUE NORTH AS SHOWN ON SAID PLAT, A DISTANCE OF 496.59 FEET TO A POINT ON THE CENTERLINE OF A 15 FOOT WIDE STRIP AND POINT OF BEGINNING UTILITY EASEMENT #4;
THENCE SOUTH 00°04'43" WEST, A DISTANCE OF 1.52 FEET TO THE POINT OF TERMINUS OF UTILITY EASEMENT #4.
SAID EASEMENT CONTAINING 22.69 SQUARE FEET;

UTILITY EASEMENT #5

COMMENCE AT THE NORTHWEST CORNER OF SAID LOT 11 OF BLOCK F;
THENCE SOUTH 89°55'17" EAST ALONG THE NORTH LINES OF SAID LOTS 11, 10, 9, 8, 7, 6, 5, 4, 3, 2 AND 1 OF BLOCK F AND THE SOUTH RIGHT-OF-WAY LINE OF 17TH AVENUE NORTH AS SHOWN ON SAID PLAT, A DISTANCE OF 533.22 FEET TO THE POINT OF BEGINNING OF UTILITY EASEMENT #5;

(CONTINUED ON PAGE 2)

	REVISIONS DATE DESCRIPTION	 10415 RIVERSIDE DRIVE SUITE 101, PALM BEACH GARDENS, FL 33410 Tel: (561) 229-0239, Fax: (305) 477-7590 L.B. # 7241	SKETCH AND DESCRIPTION OF (5) UTILITY EASEMENTS	PROJ. NO. 2020038.000 DATE 07/29/20 DRWN BY DK CHK'D BY KMB SCALE N/A
				SHEET 1 OF 5

SKETCH AND DESCRIPTION
OF (5) UTILITY EASEMENTS
LAKE WORTH BEACH, PALM BEACH COUNTY, FLORIDA
NOT VALID WITHOUT ACCOMPANYING, SHEETS 1, 3, 4 AND 5
THIS IS NOT A SURVEY

(CONTINUED FROM PAGE 1

DESCRIPTION (CONTINUED)

THENCE SOUTH 00°03'25" EAST, DEPARTING SAID NORTH LINE OF LOT 1 OF BLOCK F AND THE SOUTH RIGHT-OF-WAY LINE OF 17TH AVENUE, A DISTANCE OF 8.48 FEET; THENCE SOUTH 89°56'35" WEST, A DISTANCE OF 19.50 FEET; THENCE SOUTH 00°03'25" EAST, A DISTANCE OF 15.00 FEET; THENCE NORTH 89°56'35" EAST, A DISTANCE OF 19.50 FEET; THENCE SOUTH 00°03'25" EAST, A DISTANCE OF 68.07 FEET; THENCE SOUTH 89°56'35" WEST, A DISTANCE OF 14.05 FEET; THENCE SOUTH 00°03'25" EAST, A DISTANCE OF 15.00 FEET; THENCE NORTH 89°56'35" EAST, A DISTANCE OF 14.05 FEET; THENCE SOUTH 00°03'25" EAST, A DISTANCE OF 136.96 FEET; THENCE SOUTH 89°56'35" WEST, A DISTANCE OF 14.31 FEET; THENCE SOUTH 00°03'25" EAST, A DISTANCE OF 15.00 FEET; THENCE NORTH 89°56'35" EAST, A DISTANCE OF 14.31 FEET; THENCE SOUTH 00°03'25" EAST, A DISTANCE OF 71.15 FEET; THENCE SOUTH 89°56'35" WEST, A DISTANCE OF 20.52 FEET; THENCE SOUTH 00°03'25" EAST, A DISTANCE OF 15.00 FEET; THENCE NORTH 89°56'35" EAST, A DISTANCE OF 20.52 FEET; THENCE SOUTH 00°03'25" EAST, A DISTANCE OF 6.10 FEET TO A POINT ON THE SOUTH LINE OF LOT 1 OF BLOCK G AND THE NORTH RIGHT-OF-WAY OF 16TH AVENUE OF SAID PLAT; THENCE SOUTH 89°55'10" EAST, ALONG THE SOUTH LINE OF LOT 1 OF BLOCK G AND THE NORTH RIGHT-OF-WAY LINE OF 16TH AVENUE OF SAID PLAT, A DISTANCE OF 15.00 FEET; THENCE NORTH 00°03'25" WEST, DEPARTING SAID SOUTH LINE AND SAID NORTH RIGHT-OF-WAY LINE, A DISTANCE OF 13.14 FEET; THENCE NORTH 89°56'35" EAST, A DISTANCE OF 40.00 FEET; THENCE NORTH 00°03'25" WEST, A DISTANCE OF 15.00 FEET; THENCE SOUTH 89°56'35" WEST, A DISTANCE OF 40.00 FEET; THENCE NORTH 00°03'25" WEST, A DISTANCE OF 122.81 FEET; THENCE NORTH 89°56'35" EAST, A DISTANCE OF 40.26 FEET; THENCE NORTH 00°03'25" WEST, A DISTANCE OF 15.00 FEET; THENCE SOUTH 89°56'35" WEST, A DISTANCE OF 40.26 FEET; THENCE NORTH 00°03'25" WEST, A DISTANCE OF 184.80 FEET TO A POINT ON THE NORTH LINE LOT 1, OF BLOCK F & THE SOUTH R/W LINE LINE OF 17TH AVENUE OF SAID PLAT; THENCE SOUTH 89°55'17" WEST, ALONG SAID NORTH LINE OF LOT 1 OF BLOCK F AND THE SOUTH RIGHT-OF-WAY LINE OF 17TH AVENUE, A DISTANCE OF 15.00 FEET TO THE POINT OF BEGINNING OF UTILITY EASEMENT #5.

SAID EASEMENT CONTAINING 7490.93 SQUARE FEET OR 0.172 ACRES MORE OR LESS.

REVISIONS		MARLIN ENGINEERING 10415 RIVERSIDE DRIVE SUITE 101, PALM BEACH GARDENS, FL 33410 Tel: (561) 229-0239, Fax: (305) 477- 7590 L.B. # 7241	SKETCH AND DESCRIPTION OF (5) UTILITY EASEMENTS	PROJ. NO. 2020038.000
DATE	DESCRIPTION			DATE 07/29/20
				DRWN BY DK
				CHK'D BY KMB
				SCALE N/A
SHEET 2 OF 5				

SKETCH AND DESCRIPTION
OF (5) UTILITY EASEMENTS
LAKE WORTH BEACH, PALM BEACH COUNTY, FLORIDA
NOT VALID WITHOUT ACCOMPANYING SHEETS 1, 2, 4 AND 5
THIS IS NOT A SURVEY

LEGEND:

Q CENTERLINE
 FERCC FLORIDA EAST COAST RAILROAD
 LB LICENSED BUSINESS
 ORB OFFICIAL RECORDS BOOK
 PB PLAT BOOK
 PG. PAGE
 POB POINT OF BEGINNING
 POC POINT OF COMMENCEMENT
 POT POINT OF TERMINUS
 R/W RIGHT-OF-WAY
 TYP. TYPICAL
 UE UTILITY EASEMENT

SURVEY NOTES:

1. THIS IS NOT A BOUNDARY SURVEY.
2. THE LANDS SHOWN HEREON WERE NOT ABSTRACTED FOR EASEMENT OR OTHER RECORDED ENCUMBRANCES.
3. ADDITIONS OR DELETIONS TO SURVEY MAPS OR REPORTS BY OTHER THAN THE SIGNING PARTY OR PARTIES IS PROHIBITED WITHOUT WRITTEN CONSENT OF THE SIGNING PARTY OR PARTIES.
4. THIS MAP IS INTENDED TO BE DISPLAYED AT A SCALE OF 1/480 OR SMALLER.
5. THIS MAP OR THE COPIES THEREOF ARE NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OR THE DIGITAL SIGNATURE OF A FLORIDA LICENSED SURVEYOR AND MAPPER.
6. EASEMENT GEOMETRY WAS OBTAINED FROM A SET OF RECORD DRAWINGS PREPARED BY MATTHEW T. WIXTED, PROFESSIONAL SURVEYOR AND MAPPER, DATED 07-15-2020 AND PROVIDED TO MARLIN ENGINEERING, INC. BY THE CLIENT.
7. BEARINGS SHOWN HEREON ARE BASED ON A BEARING OF NORTH 00°00'02" WEST ALONG THE WEST RIGHT-OF-WAY LINE OF NORTH DIXIE HIGHWAY AS SHOWN PER FLORIDA DEPARTMENT OF TRANSPORTATION RIGHT OF WAY MAP SECTION 93050-2509 SHEET 4 OF 9 LAST REVISED 12-29-95. ALL OTHER BEARINGS ARE RELATIVE THERETO. SAID BEARING REFERENCE WAS OBTAINED FROM AN ALTA/NSPS LAND TITLE AND TOPOGRAPHIC SURVEY PREPARED BY ACCURATE LAND SURVEYORS. INC., SKETCH NUMBER SU-17-4057M, DATED 12-15-14, UPDATED 01-17-19.
8. THE SIDES OF UTILITY EASEMENTS 1, 2, 3 AND 4 SHALL BE LENGTHENED OR SHORTENED AS NECESSARY, IN ORDER TO MAINTAIN A CONTINUOUS STRIP OF LAND 25.00 FEET IN WIDTH AND TO INTERSECT EXISTING EASEMENTS AND RIGHTS-OF-WAY OF RECORD.


SURVEY NOTES:

I HEREBY CERTIFY THAT THIS SKETCH AND DESCRIPTION WAS MADE UNDER MY RESPONSIBLE CHARGE AND TO THE BEST OF MY KNOWLEDGE AND BELIEF IS TRUE, CORRECT AND MEETS THE STANDARDS OF PRACTICE AS SET FORTH BY THE BOARD OF PROFESSIONAL LAND SURVEYORS IN CHAPTER 5J-17-050, FLORIDA ADMINISTRATIVE CODE PURSUANT TO SECTION 472.027, FLORIDA STATUTES.

Kevin M Beck

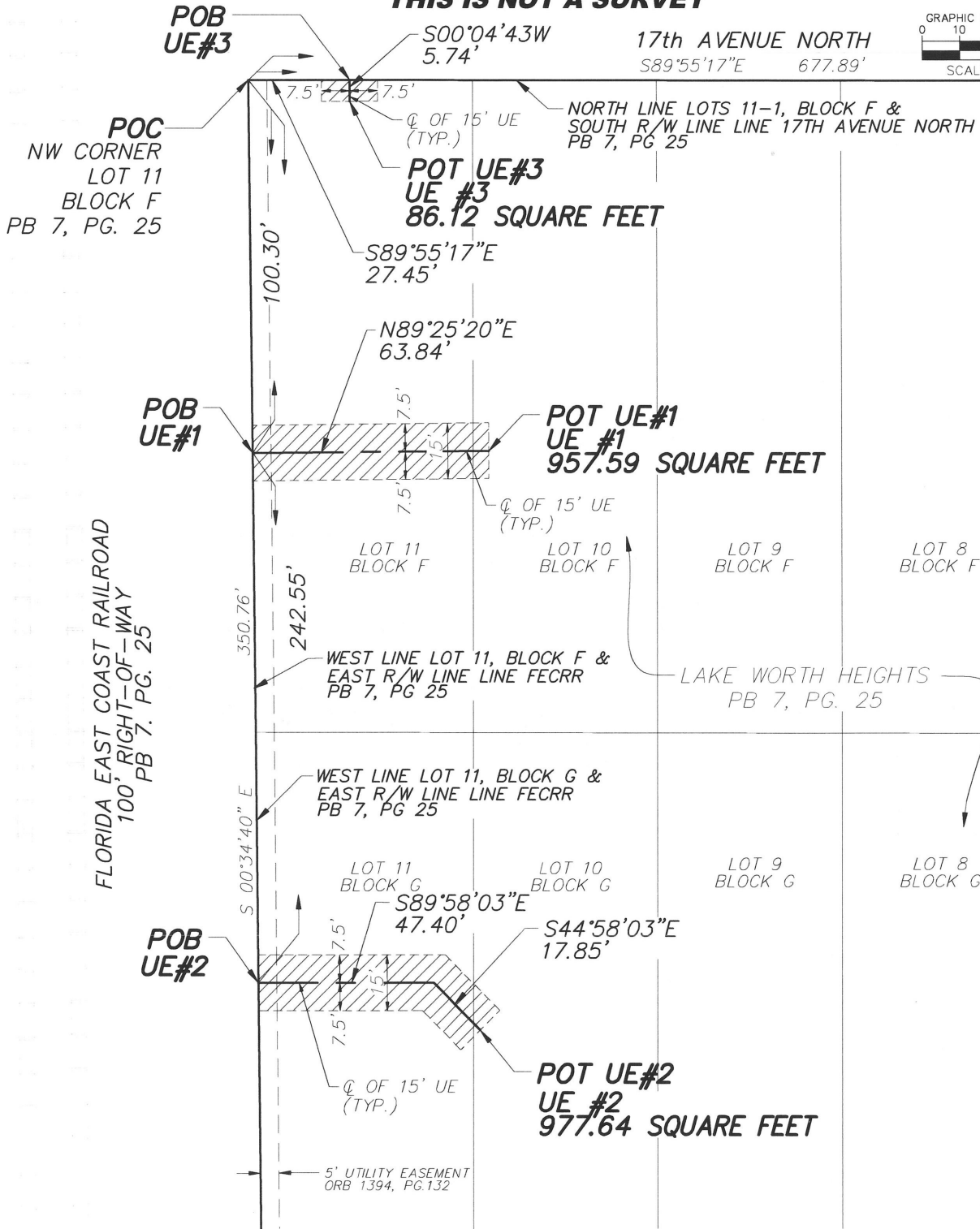
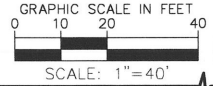
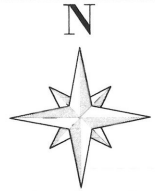
Digitally signed by Kevin M Beck
 DN: c=US, o=MARLIN ENGINEERING INC,
 ou=A01410C00000170407BA96F000168
 74, cn=Kevin M Beck
 Date: 2020.08.21 11:47:55 -04'00'

 KEVIN M. BECK, P.S.M.
 PROFESSIONAL SURVEYOR AND MAPPER
 LICENSE NO. 6168
 STATE OF FLORIDA

R E V I S I O N S		 <p align="center">MARLIN E N G I N E E R I N G 10415 RIVERSIDE DRIVE SUITE 101, PALM BEACH GARDENS, FL 33410 Tel: (561) 229-0239, Fax: (305) 477- 7590 L.B. # 7241</p>	<p align="center">SKETCH AND DESCRIPTION OF (5) UTILITY EASEMENTS</p>	PROJ. NO. 2020038.000
DATE	DESCRIPTION			DATE 07/29/20
				DRWN BY DK
				CHK'D BY KMB
				SCALE N/A
			SHEET 3 OF 5	

SKETCH AND DESCRIPTION

OF (5) UTILITY EASEMENTS
LAKE WORTH BEACH, PALM BEACH COUNTY, FLORIDA
NOT VALID WITHOUT ACCOMPANYING, SHEETS 1, 2, 3 AND 5
THIS IS NOT A SURVEY



MATCHLINE (SEE SHEET 4 OF 4)

REVISIONS	
DATE	DESCRIPTION

MARLIN
 ENGINEERING
 10415 RIVERSIDE DRIVE SUITE 101,
 PALM BEACH GARDENS, FL 33410
 Tel: (561) 229-0239, Fax: (305) 477-7590
 L.B. # 7241

SKETCH AND DESCRIPTION
OF (5)
UTILITY EASEMENTS

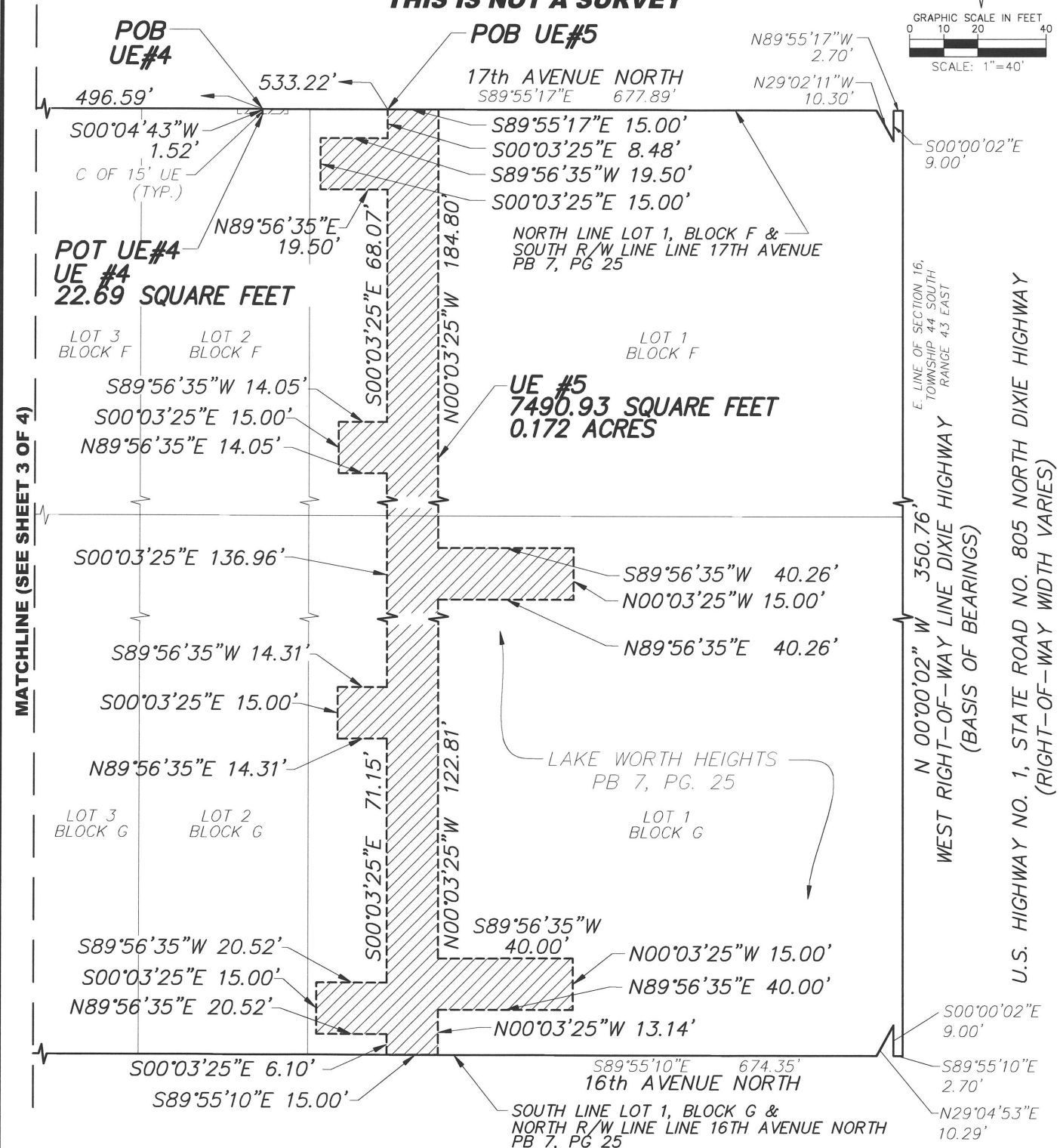
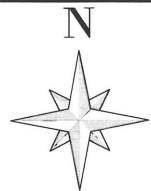
PROJ. NO.	2020038.000
DATE	07/29/20
DRWN BY	DK
CHK'D BY	KMB
SCALE	1"=40'
SHEET 4 OF 5	

SKETCH AND DESCRIPTION

OF (5) UTILITY EASEMENTS

LAKE WORTH BEACH, PALM BEACH COUNTY, FLORIDA

NOT VALID WITHOUT ACCOMPANYING, SHEETS 1, 2, 3 AND 4
THIS IS NOT A SURVEY



REVISIONS	
DATE	DESCRIPTION

MARLIN
ENGINEERING

10415 RIVERSIDE DRIVE SUITE 101,
PALM BEACH GARDENS, FL 33410
Tel: (561) 229-0239, Fax: (305) 477-7590
L.B. # 7241

SKETCH AND DESCRIPTION
OF (5)
UTILITY EASEMENTS

PROJ. NO.	2020038.000
DATE	07/29/20
DRWN BY	DK
CHK'D BY	KMB
SCALE	1"=40'
SHEET 5 OF 5	

Return to:
City of Lake Worth Beach
Attn: City Clerk's Office
7 N. Dixie Highway
Lake Worth Beach, FL 33460

BILL OF SALE

BY TO THE CITY OF LAKE WORTH BEACH

KNOW ALL MEN BY THESE PRESENTS that 1601 DIXIE, LLC, a Florida limited liability company (hereinafter "Seller") for the sum of TEN and No/100 Dollars (\$10.00) and other good and valuable considerations paid by THE CITY OF LAKE WORTH BEACH, a Florida municipal corporation (hereinafter "Buyer"), the receipt of which is hereby acknowledged by Seller, has granted, bargained, sold, transferred, assigned, set over and delivered, and by these presents does grant, bargain, sell, transfer, assign, set over and deliver, unto Buyer, its successors and assigns, the following:

All underground water and sewer lines

and
related assets as located in Exhibit "A", attached hereto and made a part hereof .

Seller represents for itself, its successors and assigns that all expenses in connection with construction and installation of the water and sewer system have been paid in full and the same is free from liens and debts. Seller agrees to indemnify and hold Buyer harmless from any lawful claims of any party for labor and/or materials arising out of construction and installation of the system.

Seller further represents for itself, its successors and assigns that it has exclusive ownership, possession, control and marketable title to the water and sewer system and the system is subject to no mortgage, pledge, lien, charge, security interest, encumbrance or restriction.

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IN WITNESS WHEREOF, this Bill of Sale from 1601 DIXIE, LLC to the City of Lake Worth Beach shall be effective as of the _____ day of _____, 2020.

WITNESSES:

[Signature]
Witness Signature

Christopher Smuts
Print Name of Witness above

[Signature]
Witness Signature

Adam Link
Print Name of Witness above

SELLER:

[Signature]
By: Jeffrey Burns, President

STATE OF FLORIDA
COUNTY OF PALM BEACH

The foregoing instrument was acknowledged before me this 18th day of August 2020, by means of [] physical presence or [] online notarization by Jeffrey Burns, as President of 1601 DIXIE, LLC, a Florida limited liability company, who is personally known to me or who produced N/A as identification.

My commission expires: 11-13-2021

[Signature]
Notary Signature



The City of Lake Worth Beach accepted the foregoing Bill of Sale on _____, 20

City of Lake Worth Beach

Pam Triolo, Mayor

[Signature]
Brian Shields
2020.10.09
12:19:50 -04'00'

ATTEST:

Approved as to form and legal sufficiency:

Deborah M Andrea, City Clerk

Glen J. Torcivia, City Attorney

EXHIBIT "A"
RECORD OF ASSETS



THOMAS ENGINEERING, INC.
 125 W. INGLEWOOD RD.
 SUITE 100
 TAMPA, FL 33609
 P: 813-251-1500
 F: 813-251-1503

NO.	DATE	DESCRIPTION	BY
1	10/01/19	AS-BUILT RECORD DRAWING	MAIT



NOTICE: ALWAYS CALL 811 BEFORE YOU DIG
 www.811.com

PERMIT SET
 04-26-19

PROJECT
 SEC DIXIE HIGHWAY & 17th AVE NORTH
 FOR
 1601 DIXIE LLC

LAKELAND, BEACH
 FLORIDA

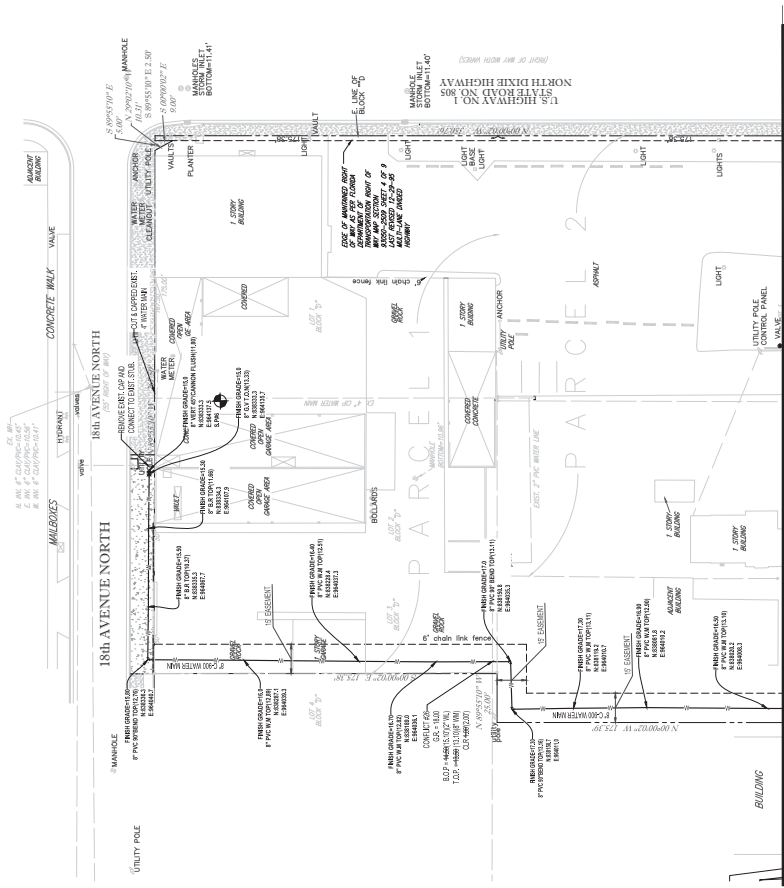
THOMAS ENGINEERING, INC.
 125 W. INGLEWOOD RD.
 SUITE 100
 TAMPA, FL 33609
 P: 813-251-1500
 F: 813-251-1503
 www.thomaseng.com

MICHAEL A. TROXELL
 PROFESSIONAL ENGINEER
 No. 12453
 LICENSED IN THE STATE OF FLORIDA
 LICENSE NO. 4977

UTILITY PLAN
 SHEET NUMBER
U-02



NOTE: SIGNAGE IMPROVEMENTS AND BUILDINGS HAVE BEEN REMOVED FROM THE PROJECT SITE.



SEE SHEET U-01

MATCH LINE

RECORD DRAWING

- 1. RECORD DRAWING IS NOT TO BE USED FOR CONSTRUCTION.
- 2. SIGNATURE AND ORIGINAL PAVED SEAL OF PROFESSIONAL ENGINEER MUST BE PRESENT ON ALL COPIES OF THIS DRAWING.
- 3. THIS DRAWING IS THE PROPERTY OF THOMAS ENGINEERING, INC. AND IS NOT TO BE REPRODUCED OR TRANSMITTED IN ANY FORM OR BY ANY MEANS, ELECTRONIC OR MECHANICAL, INCLUDING PHOTOCOPYING, RECORDING, OR BY ANY INFORMATION STORAGE AND RETRIEVAL SYSTEM, WITHOUT THE WRITTEN PERMISSION OF THOMAS ENGINEERING, INC.
- 4. ALL VERTICAL ELEVATIONS ARE SHOWN FROM TOP OF FINISH (T.O.F.) UNLESS OTHERWISE NOTED.
- 5. BENCHMARK IS SHOWN FROM COUNTY BENCHMARK IN 2011 ELEVATION OF 10.00.

LAST DATE OF FIELD BOOK: 7-20-2020

MATTHEW T. WINTED
 PSM 827
 PROFESSIONAL SURVEYOR & MAPPER
 LICENSE NO. 4977



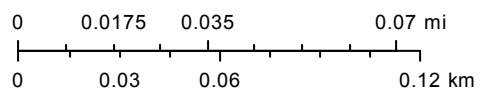
LEGEND:
 BA BILL SHEET
 EOP END OF SHEET

38434416060160010



October 9, 2020

1:2,257



EXECUTIVE BRIEF REGULAR MEETING

AGENDA DATE: December 15, 2020

DEPARTMENT: Human Resources

TITLE:

Adopt the Fiscal Year 2021 Staff Count

SUMMARY:

The Fiscal Year 2021 Position Count provides an accounting of all authorized full-time and part-time positions. It is the blueprint for allocation of staff resources.

BACKGROUND AND JUSTIFICATION:

The Fiscal Year 2021 Position Count is a stand-alone document that provides a summary of all authorized full-time and part-time positions. It reflects the current year Position count and proposed changes in the upcoming year. Information provided includes fund, position title, position number, action taken if any, and total by division/department as applicable.

In summary, the Fiscal Year 2021 Position Count reflects a total employee count of 397 which is an increase from FY 2020. Funding for the personal services which includes related ancillary benefit costs are included in the FY 2021 Annual Operating Budget

MOTION:

Move to approve/disapprove the Adoption of the Fiscal Year 2021 Staff Count.

ATTACHMENT(S):

Fiscal Impact Analysis – N/A
Fiscal Year 2021 Position Count

FY 2021 Staff Count			TRANSFER DEPT	NEW POSITION	ELIMINATED/ UNFUNDED	RECLASS	NOTES	FY 2021 Staff Count- Amended 12.15.20		
Position Title	Position Number	Home Dept	TRANSFER DEPT	NEW POSITION	ELIMINATED	UPGRADE/ (DOWNGRADE)	NOTES	Position Title	Position Number	Home Dept
GENERAL FUND	PT							GENERAL FUND	PT	
COMMISSION - 001-1010								COMMISSION - 001-1010		
CITY COMMISSIONER	1997	1010						CITY COMMISSIONER	1997	1010
CITY COMMISSIONER	1997	1010						CITY COMMISSIONER	1997	1010
CITY COMMISSIONER	1997	1010						CITY COMMISSIONER	1997	1010
CITY COMMISSIONER	1997	1010						CITY COMMISSIONER	1997	1010
MAYOR	1998	1010						MAYOR	1998	1010
TOTAL		5	0	0	0	0		TOTAL		5
CITY MANAGER								CITY MANAGER - 001-1020		
CITY MANAGER	1995	1020						CITY MANAGER	1995	1020
ASSISTANT CITY MANAGER	1882	1020						ASSISTANT CITY MANAGER	1882	1020
EXECUTIVE ASSISTANT TO THE CM	5000	1020						EXECUTIVE ASSISTANT TO THE CM	5000	1020
STRATEGIC IMPROVEMENT PROJECT MGR	2509	1020						STRATEGIC IMPROVEMENT PROJECT MGR	2509	1020
TOTAL		4	0	0	0	0		TOTAL		4
CITY CLERK								CITY CLERK - 001-1030		
CITY CLERK	1095	1030						CITY CLERK	1095	1030
CLERICAL ASSISTANT - PT	Y 1031	1030						CLERICAL ASSISTANT - PT	Y 1031	1030
EXECUTIVE SECRETARY - COMMISSION	5001	1030						EXECUTIVE SECRETARY - COMMISSION	5001	1030
DEPUTY CITY CLERK	1065	1030						DEPUTY CITY CLERK	1065	1030
ADMINISTRATIVE ASSISTANT	1066	1030						ADMINISTRATIVE ASSISTANT	1066	1030
POLLWORKER	1096	1030					ONCE A YEAR	POLLWORKER	1096	1030
TOTAL		6	0	0	0	0		TOTAL		6
INTERNAL AUDITOR								INTERNAL AUDITOR - 001-1040		
INTERNAL AUDITOR	1151	1040						INTERNAL AUDITOR	1151	1040
TOTAL		1	0	0	0	0		TOTAL		1
FINANCE - 001-1220								FINANCE - 001-1220		
INTERN	1661	1220			1		UNFUNDED	INTERN	1661	1220
ACCOUNTANT I	1130	1220						ACCOUNTANT I	1130	1220
ACCOUNTANT I	1130	1220						ACCOUNTANT I	1130	1220
ACCOUNTANT I	1130	1220						ACCOUNTANT I	1130	1220
ACCOUNTANT II	1130	1220						ACCOUNTANT II	1130	1220
ACCOUNTANT II	1140	1220						ACCOUNTANT II	1140	1220
ASSISTANT FINANCE DIRECTOR	1196	1220						ASSISTANT FINANCE DIRECTOR	1196	1220
SENIOR ACCOUNTANT	1150	1220						SENIOR ACCOUNTANT	1150	1220
DIRECTOR OF FINANCE	1195	1220						DIRECTOR OF FINANCE	1195	1220
OFFICE MANAGER	5002	1220						OFFICE MANAGER	5002	1220
ACCOUNTANT III	1140	1220						ACCOUNTANT III	1140	1220
PURCHASING AGENT	1331	1220						PURCHASING AGENT	1331	1220
PURCHASING AGENT	1899	1220						PURCHASING AGENT	1899	1220
BUDGET ANALYST	1199	1220				1		BUDGET MANAGER	1199	1220
PURCHASING MANAGER	1396	1220						PURCHASING MANAGER	1396	1220
TOTAL		15	0	0	1	1		TOTAL		15
HUMAN RESOURCES - 001-1310								HUMAN RESOURCES - 001-1310		
HUMAN RESOURCES ASST DIRECTOR	1696	1310				1	RECLASS	HUMAN RESOURCES MANAGER	1697	1310
HR ADMIN ASST	1653	1310						HR ADMIN ASST	1653	1310
SR HR GENERALIST	1115	1310						SR HR GENERALIST	1115	1310
HUMAN RESOURCES SPECIALIST	1121	1310						HUMAN RESOURCES SPECIALIST	1121	1310
HR CITY RECEPTIONIST	1673	1310				1	RECLASS	HR GENERALIST	7835	1310
HUMAN RESOURCES DIRECTOR	1695	1310						HUMAN RESOURCES DIRECTOR	1695	1310
TOTAL		6	0	0	0	2		TOTAL		6
COMMUNITY SUSTAIN - ADMIN/STRATEGIC/ECONOMIC								COMMUNITY SUSTAIN - ADMIN/STRATEGIC/ECONOMIC - 001-2010		
OFFICE MANAGER - COMM SUST	7800	2010						OFFICE MANAGER - COMM SUST	7800	2010
ADMIN ASST	1875	2010						ADMIN ASST	1875	2010
DIR COMMUNITY SUSTAINABILITY	1940	2010						ASSIST DIR COMMUNITY SUSTAINABILITY	1656	2010
DEPUTY DIRECTOR OF COMM SUSTAIN	1656	2010								
TOTAL		4	0	0	0	0		TOTAL		3

COMMUNITY SUSTAINABILITY - BUILDING PERMIT - 103-2020							COMMUNITY SUSTAINABILITY - BUILDING PERMIT - 103-2020						
BUILDING OFFICIAL		1721	2020				BUILDING OFFICIAL		1721	2020			
CUSTOMER SERVICE TECH		1687	2020		1	RECLASS	ZONING TECHNICIAN		7832	2020			
ELECTRICAL PLANS EXAMIN/IN		1580	2020				ELECTRICAL PLANS EXAMIN/IN		1580	2020			
MD INSPECTOR		1589	2020				MD INSPECTOR		1589	2020			
MD INSPECTOR		1589	2020				MD INSPECTOR		1589	2020			
CODE PLANS REVIEWER INSPECTOR		1560	2020				CODE PLANS REVIEWER INSPECTOR		1560	2020			
CODE PLANS REVIEWER INSPECTOR		1560	2020				CODE PLANS REVIEWER INSPECTOR		1560	2020			
				1			MD INSPECTOR		1589	2020			
					1		ADMINISTRATIVE ASSISTANT		1875	2020			
TOTAL			7	0	2	0	1				9		
COMMUNITY SUSTAINABILITY - PLANNING							COMMUNITY SUSTAINABILITY - PLANNING - 001-2030						
EXECUTIVE SECRETARY		5003	2030				EXECUTIVE SECRETARY		5003	2030			
PRESERVATION PLANNER		1954	2030				PRESERVATION PLANNER		1954	2030			
SENIOR COMMUNITY PLANNER		1657	2030				SENIOR COMMUNITY PLANNER		1657	2030			
NEIGHBORHOOD PLANNER		1688	2030		1	RECLASS	SENIOR COMMUNITY PLANNER		1688	2030			
SR PRESERVATION COORDINATOR		1658	2030				SR PRESERVATION COORDINATOR		1658	2030			
NEIGHBORHOOD PLANNER		1952	2030				NEIGHBORHOOD PLANNER		1952	2030			
HORTICULTURALIST TECHNICIAN		3160	2020				HORTICULTURALIST TECHNICIAN		3160	2020			
PLANNING AND PRESERVATION MANAGER		1953	2030				PLANNING AND PRESERVATION MANAGER		1953	2030			
TOTAL			8	0	0	0	1				8		
COMMUNITY SUSTAINABILITY - CODE 001-2040							COMMUNITY SUSTAINABILITY - CODE 001-2040						
CODE REMEDIATION SECRETARY		1596	2040				CODE REMEDIATION SECRETARY		1596	2040			
CODE REMEDIATION SECRETARY		1596	2040		1		CODE REMEDIATION SECRETARY		1596	2040			
CODE PLANS REVIEWER INSPECTOR		1560	2040				CODE PLANS REVIEWER INSPECTOR		1560	2040			
CODE PLANS REVIEWER INSPECTOR		1560	2040		1	UNFUNDED	CODE PLANS REVIEWER INSPECTOR		1560	2040			
CODE COMPLIANCE TECH		7660	2040				CODE COMPLIANCE TECH		7660	2040			
CODE SUPPORT MANAGER		7820	2040				CODE SUPPORT MANAGER		7820	2040			
COMMUNITY CODE MANAGER		1545	2040		1	RECLASS	SR COMMUNITY CODE MANAGER		7839	2040			
COMMUNITY CODE OFFICER		1547	2040				COMMUNITY CODE OFFICER		1547	2040			
COMMUNITY CODE OFFICER		1547	2040				COMMUNITY CODE OFFICER		1547	2040			
COMMUNITY CODE OFFICER		1547	2040				COMMUNITY CODE OFFICER		1547	2040			
COMMUNITY CODE OFFICER		1547	2040				COMMUNITY CODE OFFICER		1547	2040			
COMMUNITY CODE OFFICER		1547	2040				COMMUNITY CODE OFFICER		1547	2040			
COMMUNITY CODE OFFICER		1547	2040				COMMUNITY CODE OFFICER		1547	2040			
COMMUNITY CODE OFFICER		1547	2040				COMMUNITY CODE OFFICER		1547	2040			
COMMUNITY CODE TECHNICIAN		1549	2040				COMMUNITY CODE TECHNICIAN		1549	2040			
COMMUNITY CODE TECHNICIAN		1549	2040				COMMUNITY CODE TECHNICIAN		1549	2040			
CODE ENFORCEMENT OFFICER		6007	2040		1	TITLE CHANGE	COMMUNITY CODE OFFICER		1547	2040			
TOTAL			17	0	0	2	2				17		
COMMUNITY SUSTAINABILITY - BUS. LICENSE							COMMUNITY SUSTAINABILITY - BUS. LICENSE - 001-2050/001-2070						
CUSTOMER SERVICE TECH		1687	2050				DIR COMMUNITY SUSTAINABILITY		1940	2070			
SR CUSTOMER SERVICE TECH		1699	2050				CUSTOMER SERVICE TECH		1687	2050			
TOTAL			2	0	0	0	0				3		
PUBLIC SERVICES - ADMIN- 001-5010							PUBLIC SERVICES - ADMIN- 001-5010						
PUBLIC SERVICES DIR		3195	5010				PUBLIC SERVICES DIR		3195	5010			
ASST DIRECTOR PUBLIC SERVICES		3196	5010				ASST DIRECTOR PUBLIC SERVICES		3196	5010			
OFFICE MANAGER		1705	5010				OFFICE MANAGER		1705	5010			
CLERICAL ASSISTANT-PT	Y	1032	5010		1	RECLASS	ADMINISTRATIVE ASSISTANT		7833	5010			
TOTAL			4	0	0	0	1				4		
PUBLIC SERVICES - STREETS							PUBLIC SERVICES - STREETS - 001-5020						
STREETS SUPERVISOR		3187	5020				STREETS SUPERVISOR		3187	5020			
TRAFFIC MAINTENANCE TECH		3155	5020				TRAFFIC MAINTENANCE TECH		3155	5020			
TRAFFIC MAINTENANCE TECH		3155	5020				TRAFFIC MAINTENANCE TECH		3155	5020			
TRAFFIC MAINTENANCE TECH		3155	5020				TRAFFIC MAINTENANCE TECH		3155	5020			
TRAFFIC MAINTENANCE TECH		3155	5020		1	UNFUNDED	TRAFFIC MAINTENANCE TECH		3155	5020			
MAINTENANCE TECH		3017	5020				MAINTENANCE TECH		3017	5020			
MAINTENANCE TECH		3017	5020				MAINTENANCE TECH		3017	5020			
TOTAL			7	0	0	1	0				7		

GROUPS MAINTENANCE								GROUPS MAINTENANCE -001-5040							
CHEMICAL TECHNICIAN / GARDENER		3144	5040					LEAD CHEMICAL SPRAY TECHNICAN		3144	5040				
EQUIPMENT OPERATOR II		3006	5040					EQUIPMENT OPERATOR II		3006	5040				
EQUIPMENT OPERATOR II		3006	5040					EQUIPMENT OPERATOR II		3006	5040				
EQUIPMENT OPERATOR II		3006	5040					EQUIPMENT OPERATOR II		3006	5040				
GROUPS MAINTENANCE SUPV		3180	5040					GROUPS MAINTENANCE SUPV		3180	5040				
PARKS MAINT SPECIALIST I (GRD)		3142	5040					PARKS MAINT SPECIALIST I (GRD)		3142	5040				
PARKS MAINT SPECIALIST I (GRD)		3142	5040					PARKS MAINT SPECIALIST I (GRD)		3142	5040				
PARKS MAINT SPECIALIST I (GRD)		3142	5040					PARKS MAINT SPECIALIST I (GRD)		3142	5040				
PARKS MAINT SPECIALIST I (GRD)		3142	5040					PARKS MAINT SPECIALIST I (GRD)		3142	5040				
PARKS MAINT SPECIALIST I (GRD)		3142	5040					PARKS MAINT SPECIALIST I (GRD)		3142	5040				
PARKS MAINT SPECIALIST I (GRD)		3142	5040					PARKS MAINT SPECIALIST I (GRD)		3142	5040				
PARKS MAINTENANCE SPEC II		3139	5040					PARKS MAINTENANCE SPEC II		3139	5040				
PARKS MAINTENANCE SPEC II		3139	5040					PARKS MAINTENANCE SPEC II		3139	5040				
IRRIGATION MAINTTECHN/GARDENER		3146	5040					IRRIGATION MAINTTECHN/GARDENER		3146	5040				
LEAD MAINTENANCE TECHNICIAN		3149	5040					LEAD MAINTENANCE TECHNICIAN		3149	5040				
LEAD MAINTENANCE TECHNICIAN		3149	5040					LEAD MAINTENANCE TECHNICIAN		3149	5040				
PARKS OPERATION SUPER		1709	5040					PARKS OPERATION SUPER		1709	5040				
PARKS MAINTENANCE TECH		1713	5040					PARKS MAINTENANCE TECH		1713	5040				
PARKS MAINTENANCE SPEC II		3139	5040					PARKS MAINTENANCE SPEC II		3139	5040				
PARKS MAINT SPECIALIST I (GRD)		3142	5040					PARKS MAINT SPECIALIST I (GRD)		3142	5040				
TOTAL			20	0	0	0	0	TOTAL			20				
CEMETARY								CEMETARY 001-5050							
EQUIPMENT MECHANIC		5018	5050					EQUIPMENT MECHANIC		5018	5050				
TOTAL			1	0	0	0	0	TOTAL			1				
BUILDING MAINTENANCE - 001-5060								BUILDING MAINTENANCE - 001-5060							
TRADES CREW CHIEF		3022	5060					TRADES CREW CHIEF		3022	5060				
BLDG/STR MAINTENANCE MECHANIC		3022	5060					BLDG/STR MAINTENANCE MECHANIC		3022	5060				
BLDG/STR MAINTENANCE MECHANIC		3022	5060					BLDG/STR MAINTENANCE MECHANIC		3022	5060				
BLDG/STR MAINTENANCE MECHANIC		3022	5060					BLDG/STR MAINTENANCE MECHANIC		3022	5060				
BLDG/STR MAINTENANCE MECHANIC		3022	5060					BLDG/STR MAINTENANCE MECHANIC		3022	5060				
BUILDING MAINTENANCE SUPV		3188	5060		1		UNFUNDED	BUILDING MAINTENANCE SUPV		3188	5060				
CHIEF ELECTRICIAN		4520	5060					CHIEF ELECTRICIAN		4520	5060				
CHIEF HVAC TECHNICIAN		1701	5060					CHIEF HVAC TECHNICIAN		1701	5060				
HVAC TECHNICIAN		6004	5060					HVAC TECHNICIAN		6004	5060				
PAINTER		3120	5060		1		UNFUNDED	PAINTER		3120	5060				
CARPENTER		3123	5060					CARPENTER		3123	5060				
CHIEF PLUMBER		1702	5060					CHIEF PLUMBER		1702	5060				
					1			CONVERTED 2 PT POSITIONS	PARK MAINTENANCE SPECIALIST I	7840	5060				
					1			CONVERTED 2 PT POSITIONS	PARK MAINTENANCE SPECIALIST I	7840	5060				
					1			NEW POSITION	CUSTODIAN	3010	5060				
TOTAL			12	0	3	2	0	TOTAL			15				
LIBRARY 001-8020								LIBRARY 001-8020							
LIBRARIAN I		7046	8020				1	RECLASS	LIBRARY MANAGER	7834	8020				
LIBRARIAN I		7046	8020						LIBRARIAN I	7046	8020				
LIBRARY ASSOC I		7025	8020						LIBRARY ASSOC I	7025	8020				
LIBRARY ASSOCIATE I-PT COPY CATALOG	Y	7005	8020			1	UNFUNDED	LIBRARY ASSOCIATE I-PT COPY CATALOG	Y	7005	8020				
LIBRARY ASSOCIATE I-PT REFERENCE	Y	7004	8020					LIBRARY ASSOCIATE I-PT REFERENCE	Y	7004	8020				
TOTAL			5	0	0	1	1	TOTAL			5				
RECREATION/ADMIN/COMMUNICATION - 001-8061								RECREATION/ADMIN/COMMUNICATION - 001-8061							
DIRECTOR		2000	8063					DIRECTOR		2000	8063				
RECREATION ADMINISTRATIVE COORD		1654	8061					RECREATION ADMINISTRATIVE COORD		1654	8061				
ATHLETIC COORDINATOR		7530	8061					ATHLETIC COORDINATOR		7530	8061				
RECREATION COUNSELOR I - PT	Y	7505	8061					RECREATION COUNSELOR I - PT	Y	7505	8061				
RECREATION COUNSELOR I - PT	Y	7505	8061					RECREATION COUNSELOR I - PT	Y	7505	8061				
RECREATION COUNSELOR I - PT	Y	7505	8061					RECREATION COUNSELOR I - PT	Y	7505	8061				
RECREATION CTR ASSIST - PT	Y	7515	8061					RECREATION CTR ASSIST - PT	Y	7515	8061				
RECREATION CTR ASSIST - PT	Y	7515	8061					RECREATION CTR ASSIST - PT	Y	7515	8061				
RECREATION CTR ASSIST - PT	Y	7515	8061					RECREATION CTR ASSIST - PT	Y	7515	8061				
RECREATION LEADER - PT	Y	7516	8061					RECREATION LEADER - PT	Y	7516	8061				
SPECIAL EVENTS ASSISTANT		1074	8063					SPECIAL EVENTS ASSISTANT		1074	8063				
REC LEADER		7516	9710					REC LEADER		7516	9710				
REC PROGRAM COORDINATOR		7571	8061					REC PROGRAM COORDINATOR		7571	8061				
RECREATION MANAGER		7535	8061					RECREATION MANAGER		7535	8061				
SENIOR WEBMASTER - EMER COMM OFF		4180	8010					SENIOR WEBMASTER - EMER COMM OFF		4180	8010				
PUBLIC INFO OFF - EMER INFO OFF		2511	8010					PUBLIC INFO OFF - EMER INFO OFF		2511	8010				
TOTAL			16	0	0	0	0	TOTAL			16				

BEACH FUND							BEACH FUND						
BEACH PARKING - 140-8050							BEACH PARKING - 140-8050						
OPERATIONS MANAGER		1210	8050		1	RECLASS	SR. MANAGER OF PARKING OPERATIONS		7838	8050			
PARKING ENFORCEMENT OFFICER-FT		2110	8050				PARKING ENFORCEMENT OFFICER-FT		2110	8050			
PARKING ENFORCEMENT OFFICER-FT		2110	8050				PARKING ENFORCEMENT OFFICER-FT		2110	8050			
PARKING ENFORCEMENT OFFICER-FT		2110	8050				PARKING ENFORCEMENT OFFICER-FT		2110	8050			
PARKING DIVISION SUPERVISOR		1200	8050				PARKING DIVISION SUPERVISOR		1200	8050			
PARKING CUSTOMER SERVICE REP		1201	8050				PARKING CUSTOMER SERVICE REP		1201	8050			
PARKING ENFORCEMENT OFFICER-FT		2110	8050				PARKING ENFORCEMENT OFFICER-FT		2110	8050			
PARKING ENFORCEMENT OFFICER-PT	Y	2100	8050				PARKING ENFORCEMENT OFFICER-PT	Y	2100	8050			
PARKING ENFORCEMENT OFFICER-PT	Y	2100	8050				PARKING ENFORCEMENT OFFICER-PT		2100	8050			
TOTAL			9	0	0	0	1				9		
CASINO BUILDING							CASINO BUILDING - 140-8055						
FACILITIES MANAGER		1655	8055				FACILITIES MANAGER		1655	8055			
LEAD MAINTENANCE TECHNICAN		1710	8055				LEAD MAINTENANCE TECHNICAN		1710	8055			
BEACH MAINT WORKER-PT	Y	3005	8055		1		CONVERTED TO FT POSITION						
BEACH MAINT WORKER-PT	Y	3005	8055		1								
BEACH MAINT WORKER-PT	Y	3005	8055		1		CONVERTED TO FT POSITION						
BEACH MAINT WORKER-PT	Y	3005	8055		1								
BEACH MAINT WORKER-PT	Y	3005	8055				BEACH MAINT WORKER-PT	Y	3005	8055			
BEACH MAINT WORKER-PT	Y	3005	8055				BEACH MAINT WORKER-PT	Y	3005	8055			
BEACH MAINT WORKER-PT	Y	3005	8055				BEACH MAINT WORKER-PT	Y	3005	8055			
BEACH MAINT WORKER-PT	Y	3005	8055				BEACH MAINT WORKER-PT	Y	3005	8055			
BEACH MAINT WORKER-PT	Y	3005	8055				BEACH MAINT WORKER-PT	Y	3005	8055			
BEACH MAINT WORKER-PT	Y	3005	8055				BEACH MAINT WORKER-PT	Y	3005	8055			
EXECUTIVE ASSISTANT-LEISURE		5006	8055				EXECUTIVE ASSISTANT-LEISURE		5006	8055			
TOTAL			13	0	0	4	0				9		
BALLROOM/SPECIAL EVENTS							BALLROOM/SPECIAL EVENTS - 140-8056						
ASSISTANT EVENT COORDINATOR		1075	8056				ASSISTANT EVENT COORDINATOR		1075	8056			
SPECIAL EVENTS MANAGER		1061	8056				SPECIAL EVENTS MANAGER		1061	8056			
TOTAL			2	0	0	0	0				2		
POOL							POOL 140-8071						
CASHIER - PT	Y	1106	8071		1		UNFUNDED	CASHIER - PT	Y	1106	8071		
LIFEGUARD POOL - PT	Y	7537	8071		1		UNFUNDED	LIFEGUARD POOL - PT	Y	7537	8071		
LIFEGUARD POOL - PT	Y	7537	8071		1		UNFUNDED	LIFEGUARD POOL - PT	Y	7537	8071		
LIFEGUARD POOL - PT	Y	7537	8071		1		UNFUNDED	LIFEGUARD POOL - PT	Y	7537	8071		
TOTAL			4	0	0	4	0				4		
BEACH							BEACH - 140-8072						
AQUATICS MANAGER		1706	8072				AQUATICS MANAGER		1706	8072			
CHIEF LIFEGUARD		7545	8072				CHIEF LIFEGUARD		7545	8072			
LIEUTENANT LIFEGUARD		7539	8072				LIEUTENANT LIFEGUARD		7539	8072			
LIFEGUARD CAPTAIN		7540	8072				RETITLE	LIFEGUARD CAPTAIN - TRAINING OFFICER		7540	8072		
LIFEGUARD BEACH - PT	Y	7536	8072				LIFEGUARD BEACH - PT	Y	7536	8072			
LIFEGUARD BEACH-PT	Y	7536	8072				LIFEGUARD BEACH-PT	Y	7536	8072			
LIFEGUARD BEACH-PT	Y	7536	8072				LIFEGUARD BEACH-PT	Y	7536	8072			
LIFEGUARD BEACH-PT	Y	7536	8072				LIFEGUARD BEACH-PT	Y	7536	8072			
LIFEGUARD BEACH-PT	Y	7536	8072				LIFEGUARD BEACH-PT	Y	7536	8072			
LIFEGUARD BEACH-PT	Y	7536	8072				LIFEGUARD BEACH-PT	Y	7536	8072			
LIFEGUARD BEACH-PT	Y	7536	8072				LIFEGUARD BEACH-PT	Y	7536	8072			
LIFEGUARD BEACH-PT	Y	7536	8072				LIFEGUARD BEACH-PT	Y	7536	8072			
LIFEGUARD BEACH-PT	Y	7536	8072				LIFEGUARD BEACH-PT	Y	7536	8072			
LIFEGUARD BEACH		7535	8072				LIFEGUARD BEACH		7535	8072			
LIFEGUARD BEACH		7535	8072				LIFEGUARD BEACH		7535	8072			
LIFEGUARD BEACH		7535	8072				LIFEGUARD BEACH		7535	8072			
LIFEGUARD BEACH		7535	8072				LIFEGUARD BEACH		7535	8072			
LIFEGUARD BEACH		7535	8072				LIFEGUARD BEACH		7535	8072			
LIFEGUARD BEACH		7535	8072				LIFEGUARD BEACH		7535	8072			
TOTAL			19	0	0	0	0				19		
UTILITY CONSERVATION FUND							UTILITY CONSERVATION FUND						
ADMIN							ADMIN						
ENERGY AUDITOR I		4592	6015				ENERGY AUDITOR I		4592	6015			
TOTAL			1	0	0	0	0				1		

ELECTRIC FUND							ELECTRIC FUND								
CUSTOMER SERVICE							1	UNFUNDED	CUSTOMER SERVICE - 401-1240						
UTILITIES ACCOUNTANT		1135	1240				1	UNFUNDED	UTILITIES ACCOUNTANT		1135	1240			
BILLING SPECIALIST		4010	1240				1	UNFUNDED	CUSTOMER SERVICE REP		4005	1240			
BILLING SPECIALIST		4010	1240				1	UNFUNDED	BILLING SPECIALIST		4010	1240			
CALL CENTER REP		1714	1240						CALL CENTER REP		1714	1240			
CALL CENTER REP		1714	1240						CALL CENTER REP		1714	1240			
CALL CENTER REP		1714	1240						CALL CENTER REP		1714	1240			
CALL CENTER-PT	Y	1715	1240						CALL CENTER-PT	Y	1715	1240			
CALL CENTER-PT	Y	1715	1240				1	UNFUNDED	CALL CENTER-PT	Y	1715	1240			
CUSTOMER SERVICE MANAGER		1716	1240						CUSTOMER SERVICE MANAGER		1716	1240			
CUSTOMER SERVICE REP		4005	1240						CUSTOMER SERVICE REP		4005	1240			
CUSTOMER SERVICE REP		4005	1240						CUSTOMER SERVICE REP		4005	1240			
CUSTOMER SERVICE REP		4005	1240						CUSTOMER SERVICE REP		4005	1240			
CUSTOMER SERVICE REP		4005	1240						CUSTOMER SERVICE REP		4005	1240			
CUSTOMER SERVICE REP		4005	1240						CUSTOMER SERVICE REP		4005	1240			
ADMINISTRATIVE SECRETARY CUST SERVICE		1060	1240						ADMINISTRATIVE SECRETARY CUST SERVICE		1060	1240			
CUSTOMER SERVICE SUPERVISOR-PT	Y	4009	1240						CUSTOMER SERVICE SUPERVISOR-PT	Y	4009	1240			
CUSTOMER SERVICE SUPERVISOR-PT	Y	4009	1240						CUSTOMER SERVICE SUPERVISOR-PT	Y	4009	1240			
CUSTOMER SERVICE SUPERVISOR		4008	1240						CUSTOMER SERVICE SUPERVISOR		4008	1240			
UTILITY BUSINESS SERVICE MGR		4015	1240						UTILITY BUSINESS SERVICE MGR		4015	1240			
TOTAL			20	0	0	5	0		TOTAL			20			
ADMIN - 401-6010									ADMIN - 401-6010						
ELECTRIC UTILITIES DIRECTOR		4196	6010						ELECTRIC UTILITIES DIRECTOR		4196	6010			
ASSISTANT UTILITY DIRECTOR		4193	6010						ASSISTANT UTILITY DIRECTOR		4193	6010			
MATERIALS MANAGEMENT MANAGER		7701	6010						MATERIALS MANAGEMENT MANAGER		7701	6010			
EXECUTIVE ASSISTANT - ELECTRIC		5004	6010						EXECUTIVE ASSISTANT - ELECTRIC		5004	6010			
BUDGET MANAGER		1660	6010						BUDGET MANAGER		1660	6010			
ELECTRIC UTILITIES BUSINESS MANAGER		5027	6010						ELECTRIC UTILITIES BUSINESS MANAGER		5027	6010			
INTERN - POWER GENERATION		5749	6010						INTERN - POWER GENERATION		5749	6010			
PARTS AND PROPERTY CLERK		4540	6010						PARTS AND PROPERTY CLERK		4540	6010			
PARTS AND PROPERTY CLERK		4540	6034						PARTS AND PROPERTY CLERK		4540	6034			
TOTAL			9	0	0	0	0		TOTAL			9			
ENGINEERING - 401-6020									ENGINEERING - 401-6020						
INTERN - ELECTRIC UTILITY		6068	6020						INTERN - ELECTRIC UTILITY		6068	6020			
INTERN - ELECTRIC UTILITY		6068	6020				1	UNFUNDED	INTERN - ELECTRIC UTILITY		6068	6020			
INTERN - ELECTRIC UTILITY		6068	6020				1	UNFUNDED	INTERN - ELECTRIC UTILITY		6068	6020			
ENGINEER		4184	6020				1	RECLASS	TRANSMISSION & SUBSTATION ENGINEER		7837	6020			
ENGINEER		4184	6020						ENGINEER		4184	6020			
T & D ENGINEERING MANAGER		4193	6020						T & D ENGINEERING MANAGER		4193	6020			
ENGINEER		4184	6020						ENGINEER		4184	6020			
ENGINEER		4184	6020						ENGINEER		4184	6020			
ENGINEER		4184	6020				1	RECLASS	RELAY PROTECTION & CONTROL ENGINEER		4184	6020			
ENGINEERING FIELD PLANNER		4189	6020						ENGINEERING FIELD PLANNER		4189	6020			
ENGINEER MANAGER		4200	6020						ENGINEER MANAGER		4200	6020			
OPERATIONAL TECHNOLOGY MANAGER		4071	6020						OPERATIONAL TECHNOLOGY MANAGER		4071	6020			
TOTAL			12	0	0	2	2		TOTAL			12			
POWER GENERATION									POWER GENERATION - 401-6031						
ADMIN IT TRAINING INTERFACE		1700	6031						ADMIN IT TRAINING INTERFACE		1700	6031			
AUXILIARY EQUIPMENT OPERATOR		4514	6031						AUXILIARY EQUIPMENT OPERATOR		4514	6031			
AUXILIARY EQUIPMENT OPERATOR		4514	6031						AUXILIARY EQUIPMENT OPERATOR		4514	6031			
AUXILIARY EQUIPMENT OPERATOR		4514	6031						AUXILIARY EQUIPMENT OPERATOR		4514	6031			
CHIEF ELECTRICIAN		4520	6031						CHIEF ELECTRICIAN		4520	6031			
AUXILIARY EQUIPMENT OPERATOR		4514	6031						AUXILIARY EQUIPMENT OPERATOR		4514	6031			
AUXILIARY EQUIPMENT OPERATOR		4514	6031						AUXILIARY EQUIPMENT OPERATOR		4514	6031			
COMBINED CONTROL ROOM OPERATOR		4506	6031						COMBINED CONTROL ROOM OPERATOR		4506	6031			
MECHANIC		4534	6031						MECHANIC		4534	6031			
MECHANIC/WELDER		4530	6031						MECHANIC/WELDER		4530	6031			
POWER PLANT ELECTRICIAN		4532	6031						POWER PLANT ELECTRICIAN		4532	6031			
ASSISTANT DIRECTOR - POWER GEN		4056	6031						ASSISTANT DIRECTOR - POWER GEN		4056	6031			
AUXILIARY EQUIPMENT OPERATOR		4514	6031						AUXILIARY EQUIPMENT OPERATOR		4514	6031			
SHIFT LEADER		4500	6031						SHIFT LEADER		4500	6031			
SHIFT LEADER		4500	6031						SHIFT LEADER		4500	6031			
SHIFT LEADER RELIEF		4502	6031						SHIFT LEADER RELIEF		4502	6031			
TOTAL			16	0	0	0	0		TOTAL			16			
SYSTEM OPERATIONS									SYSTEM OPERATIONS - 401-6033						
ASSISTANT DIRECTOR - SYS OPS		4043	6033						ASSISTANT DIRECTOR - SYS OPS		4043	6033			
SYSTEM OPERATOR I		4041	6033						SYSTEM OPERATOR I		4041	6033			
SYSTEM OPERATOR I		4041	6033						SYSTEM OPERATOR I		4041	6033			
SYSTEM OPERATOR I		4041	6033						SYSTEM OPERATOR I		4041	6033			
SYSTEM OPERATOR I		4041	6033						SYSTEM OPERATOR I		4041	6033			
SYSTEM OPERATOR II		4042	6033						SYSTEM OPERATOR II		4042	6033			
SYSTEM OPERATOR II		4042	6033						SYSTEM OPERATOR II		4042	6033			
SYSTEM OPERATOR II		4042	6033						SYSTEM OPERATOR II		4042	6033			
TOTAL			8	0	0	0	0		TOTAL			8			

WATER FUND							WATER FUND						
ADMIN							ADMIN - 402-7010						
ASSISTANT WATER UTILITIES DIRECTOR		4090	7010				ASSISTANT WATER UTILITIES DIRECTOR		4090	7010			
BUDGET ANALYST		1336	7010				BUDGET ANALYST		1336	7010			
EXECUTIVE ASSISTANT - WATER		5005	7010				EXECUTIVE ASSISTANT - WATER		5005	7010			
WATER/ SEWER UTILITIES DIRECTOR		4083	7010				WATER/ SEWER UTILITIES DIRECTOR		4083	7010			
ASSISTANT WATER ENGINEERING DIRECTOR		5028	7010				ASSISTANT WATER ENGINEERING DIRECTOR		5028	7010			
TOTAL			5	0	0	0	TOTAL			5			
WATER TREATMENT - 402-7022							WATER TREATMENT - 402-7022						
ADMIN ASST		5011	7022				ADMIN ASST		5011	7022			
LABORATORY ADMIN		4241	7022				LABORATORY ADMIN		4241	7022			
LABORATORY ASSISTANT WTR TR		4236	7022				LABORATORY ASSISTANT WTR TR		4236	7022			
TREATMENT OPERATOR A		4240	7022				TREATMENT OPERATOR A		4240	7022			
TREATMENT OPERATOR A		4240	7022				TREATMENT OPERATOR A		4240	7022			
TREATMENT OPERATOR A		4240	7022				TREATMENT OPERATOR A		4240	7022			
TREATMENT OPERATOR A		4240	7022				TREATMENT OPERATOR A		4240	7022			
TREATMENT OPERATOR A		4240	7022				TREATMENT OPERATOR A		4240	7022			
TREATMENT OPERATOR B		4242	7022				TREATMENT OPERATOR B		4242	7022			
TREATMENT OPERATOR B		4244	7022				TREATMENT OPERATOR B		4244	7022			
TREATMENT OPERATOR C		4244	7022				TREATMENT OPERATOR C		4244	7022			
TREATMENT OPERATOR C		4244	7022				TREATMENT OPERATOR C		4244	7022			
WATER PLANT MECHANIC HELPER		4238	7022				WATER PLANT MECHANIC HELPER		4238	7022			
WATER/SEWER ELECTRICIAN		4246	7022				WATER/SEWER ELECTRICIAN		4246	7022			
WATER PRODUCTION MAINT MECHANIC		4248	7022				WATER PRODUCTION MAINT MECHANIC		4248	7022			
WATER PRODUCTION MAINT MECHANIC		4248	7022				WATER PRODUCTION MAINT MECHANIC		4248	7022			
WATER TREATMENT PLANT MANAGER		1708	7022				WATER TREATMENT PLANT MANAGER		1708	7022			
WATER TREATMENT SPEC/CHIEF		4080	7022				WATER TREATMENT SPEC/CHIEF		4080	7022			
TOTAL			18	0	0	0	TOTAL			18			
WATER DISTRIBUTION							WATER DISTRIBUTION - 402-7034						
EQUIPMENT OPERATOR		4220	7034				EQUIPMENT OPERATOR		4220	7034			
EQUIPMENT OPERATOR		4220	7034				EQUIPMENT OPERATOR		4220	7034			
FOREMAN		4212	7034				FOREMAN		4212	7034			
UTILITY SERVICE WORKER		5008	7034				UTILITY SERVICE WORKER		5008	7034			
UTILITY SERVICE WORKER		5008	7034				UTILITY SERVICE WORKER		5008	7034			
UTILITY SERVICE WORKER		5008	7034				UTILITY SERVICE WORKER		5008	7034			
UTILITY SERVICE WORKER		5008	7034				UTILITY SERVICE WORKER		5008	7034			
UTILITY SERVICE WORKER		5008	7034				UTILITY SERVICE WORKER		5008	7034			
UTILITY SERVICE WORKER		5008	7034				UTILITY SERVICE WORKER		5008	7034			
WATERMETER FOREMAN		4208	7034				WATERMETER FOREMAN		4208	7034			
WATER METER REPAIR WORKER		4234	7034				WATER METER REPAIR WORKER		4234	7034			
WATER METER REPAIR WORKER		4234	7034				WATER METER REPAIR WORKER		4234	7034			
WATER SEWER FIELD MANAGER		1707	7034				WATER SEWER FIELD MANAGER		1707	7034			
TOTAL			13	0	0	0	TOTAL			13			
LOCAL SEWER							LOCAL SEWER						
SEWER COLLECTION - 403-7221/403-7231							SEWER COLLECTION - 403-7221/403-7231						
LIFT STATION FOREMAN		4260	7221				LIFT STATION FOREMAN		4260	7221			
LIFT STATION MECHANIC		4265	7221				LIFT STATION MECHANIC		4265	7221			
LIFT STATION MECHANIC		4265	7221				LIFT STATION MECHANIC		4265	7221			
LIFT STATION MECHANIC		4265	7221				LIFT STATION MECHANIC		4265	7221			
LIFT STATION MECHANIC		4265	7221				LIFT STATION MECHANIC		4265	7221			
EQUIPMENT OPERATOR		5013	7231				EQUIPMENT OPERATOR		5013	7231			
SEWER UTILITY SERVICE WORKER		5009	7231				SEWER UTILITY SERVICE WORKER		5009	7231			
SEWER UTILITY SERVICE WORKER		5009	7231				SEWER UTILITY SERVICE WORKER		5009	7231			
SEWER UTILITY SERVICE WORKER		5009	7231				SEWER UTILITY SERVICE WORKER		5009	7231			
SEWER UTILITY SERVICE WORKER		5009	7231				SEWER UTILITY SERVICE WORKER		5009	7231			
SEWER/WATER ELECTRICIAN		5012	7231				SEWER/WATER ELECTRICIAN		5012	7231			
FOREMAN		5017	7231				FOREMAN		5017	7231			
LINE TECHNICIAN		4225	7231				LINE TECHNICIAN		4225	7231			
TOTAL			13	0	0	0	TOTAL			13			
GOLF FUND							GOLF FUND						
GOLF OPERATIONS - 404-8030							GOLF OPERATIONS - 404-8030						
GOLF COURSE MANAGER		1704	8030				GOLF COURSE MANAGER		1704	8030			
CASHIER - PT	Y	1106	8030				CASHIER - PT	Y	1106	8030			
CASHIER - PT	Y	1106	8030				CASHIER - PT	Y	1106	8030			
CASHIER - PT	Y	1106	8030				CASHIER - PT	Y	1106	8030			
CASUAL LABOR - PT	Y	3003	8030				CASUAL LABOR - PT	Y	3003	8030			
CASUAL LABOR - PT	Y	3003	8030				CASUAL LABOR - PT	Y	3003	8030			
CASUAL LABOR - PT	Y	3003	8030				CASUAL LABOR - PT	Y	3003	8030			
CASUAL LABOR - PT	Y	3003	8030				CASUAL LABOR - PT	Y	3003	8030			
CASUAL LABOR - PT	Y	3003	8030				CASUAL LABOR - PT	Y	3003	8030			
TOTAL			9	0	0	0	TOTAL			9			

STORMWATER FUND							STORMWATER FUND						
STORMWATER							STORMWATER - 408-5090/408-5099						
STORMWATER UTILITY SERVICE WORKER	5007	50					Water Utilities	STORMWATER UTILITY SERVICE WORKER	5007	5090			
STORMWATER UTILITY SERVICE WORKER	5007	5090					Water Utilities	STORMWATER UTILITY SERVICE WORKER	5007	5090			
PROJECT MANAGER	3179	5099					Street Sweep Div	PROJECT MANAGER	3179	5099			
STORMWATER TECHNICIAN I	1900	5099					Street Sweep Div	STORMWATER TECHNICIAN I	1900	5099			
STREET SWEEPER OPERATOR I	3189	5099					Street Sweep Div	STREET SWEEPER OPERATOR I	3189	5099			
STREET SWEEPER OPERATOR I	3189	5099					Street Sweep Div	STREET SWEEPER OPERATOR I	3189	5099			
STREETS/STORMWATER SUPER	3187	5099					Street Sweep Div	STREETS/STORMWATER SUPER	3187	5099			
TOTAL		7	0	0	0	0		TOTAL		7			
REFUSE FUND							REFUSE FUND						
COLLECTIONS							COLLECTIONS						
EQUIPMENT OPERATOR II	3042	5080						EQUIPMENT OPERATOR II	3042	5080			
EQUIPMENT OPERATOR II	3042	5080						EQUIPMENT OPERATOR II	3042	5080			
EQUIPMENT OPERATOR II	3042	5080						EQUIPMENT OPERATOR II	3042	5080			
EQUIPMENT OPERATOR II	3042	5080						EQUIPMENT OPERATOR II	3042	5080			
EQUIPMENT OPERATOR II	3042	5080						EQUIPMENT OPERATOR II	3042	5080			
EQUIPMENT OPERATOR II	3042	5080						EQUIPMENT OPERATOR II	3042	5080			
EQUIPMENT OPERATOR II	3042	5080						EQUIPMENT OPERATOR II	3042	5080			
EQUIPMENT OPERATOR II	3042	5080						EQUIPMENT OPERATOR II	3042	5080			
EQUIPMENT OPERATOR II	3042	5080						EQUIPMENT OPERATOR II	3042	5080			
EQUIPMENT OPERATOR II	3042	5080						EQUIPMENT OPERATOR II	3042	5080			
EQUIPMENT OPERATOR II	3042	5080						EQUIPMENT OPERATOR II	3042	5080			
EQUIPMENT OPERATOR II	3042	5080						EQUIPMENT OPERATOR II	3042	5080			
EQUIPMENT OPERATOR II	3042	5080						EQUIPMENT OPERATOR II	3042	5080			
EQUIPMENT OPERATOR III-LEAD	3045	5080						EQUIPMENT OPERATOR III-LEAD	3045	5080			
EQUIPMENT OPERATOR III-LEAD	3045	5080						EQUIPMENT OPERATOR III-LEAD	3045	5080			
EQUIPMENT OPERATOR III-LEAD	3045	5080						EQUIPMENT OPERATOR III-LEAD	3045	5080			
EQUIPMENT OPERATOR III-LEAD	3045	5080						EQUIPMENT OPERATOR III-LEAD	3045	5080			
EQUIPMENT OPERATOR III-LEAD	3045	5080						EQUIPMENT OPERATOR III-LEAD	3045	5080			
EQUIPMENT OPERATOR III-LEAD	3045	5080						EQUIPMENT OPERATOR III-LEAD	3045	5080			
EQUIPMENT OPERATOR III-LEAD	3045	5080						EQUIPMENT OPERATOR III-LEAD	3045	5080			
EQUIPMENT OPERATOR III-LEAD	3045	5080						EQUIPMENT OPERATOR III-LEAD	3045	5080			
EQUIPMENT OPERATOR III-LEAD	3045	5080						EQUIPMENT OPERATOR III-LEAD	3045	5080			
EQUIPMENT OPERATOR III-LEAD	3045	5080						EQUIPMENT OPERATOR III-LEAD	3045	5080			
EQUIPMENT OPERATOR III-LEAD	3045	5080						EQUIPMENT OPERATOR III-LEAD	3045	5080			
EQUIPMENT OPERATOR III-LEAD	3045	5080						EQUIPMENT OPERATOR III-LEAD	3045	5080			
EQUIPMENT OPERATOR III-LEAD	3045	5080						EQUIPMENT OPERATOR III-LEAD	3045	5080			
EQUIPMENT OPERATOR III-LEAD	3045	5080						EQUIPMENT OPERATOR III-LEAD	3045	5080			
EQUIPMENT OPERATOR III-LEAD	3045	5080						EQUIPMENT OPERATOR III-LEAD	3045	5080			
REFUSE COLLECTIONS COORDINATOR	1854	5080						REFUSE COLLECTIONS COORDINATOR	1854	5080			
REFUSE COLLECTOR	1703	5080						REFUSE COLLECTOR	1703	5080			
REFUSE COLLECTOR	1703	5080						REFUSE COLLECTOR	1703	5080			
REFUSE COLLECTOR	1703	5080						REFUSE COLLECTOR	1703	5080			
SOLID WASTE FOREMAN BULK WASTE	3062	5080						SOLID WASTE FOREMAN BULK WASTE	3062	5080			
SOLID WASTE FOREMAN-GARB/RECYC	3064	5080						SOLID WASTE FOREMAN-GARB/RECYC	3064	5080			
SOLID WASTE SUPERVISOR	3184	5080						SOLID WASTE SUPERVISOR	3184	5080			
EQUIPMENT OPERATOR IV	3047	5080						EQUIPMENT OPERATOR IV	3047	5080			
RECYCLING COORDINATOR	3061	5080						RECYCLING COORDINATOR	3061	5080			
SOLID WASTE TECHNICIAN	3060	5080						SOLID WASTE TECHNICIAN	3060	5080			
TOTAL		34	0	0	0	0		TOTAL		34			
IT FUND							IT FUND						
IT							IT						
IT DIRECTOR	1295	1520						IT DIRECTOR	1295	1520			
ASSISTANT IT DIRECTOR	1290	1520						ASSISTANT IT DIRECTOR	1290	1520			
NETWORK ADMINISTRATOR	1224	1520						NETWORK ADMINISTRATOR	1224	1520			
NETWORK ADMINISTRATOR	1224	1520			1		UNFUNDED	NETWORK ADMINISTRATOR	1224	1520			
PC TECHNICIAN	1222	1520						PC TECHNICIAN	1222	1520			
PC TECHNICIAN	1222	1520						PC TECHNICIAN	1222	1520			
GIS COORDINATOR	1689	1520						GIS COORDINATOR	1689	1520			
SR. SYSTEMS AND NETWORK ANALYST	5065	1520						SR. SYSTEMS AND NETWORK ANALYST	5065	1520			
TOTAL		8	0	0	1	0		TOTAL		8			
GARAGE							GARAGE						
GARAGE							GARAGE						
CHIEF EQUIPMENT SPECIALIST	3037	5070				1	RECLASS	EQUIPMENT MANAGER	7836	5070			
EQUIPMENT MECHANIC	3035	5070						EQUIPMENT MECHANIC	3035	5070			
EQUIPMENT MECHANIC	3035	5070						EQUIPMENT MECHANIC	3035	5070			
GARAGE MANAGER	3183	5070						GARAGE MANAGER	3183	5070			
GARAGE STORE SPECIALIST/SVC WR	3029	5070						GARAGE STORE SPECIALIST/SVC WR	3029	5070			
GARAGE SUPERVISOR	3182	5070				1	RECLASS	EQUIPMENT MECHANIC	3035	5070			
TOTAL		6	0	0	0	2		TOTAL		6			
FY20 Counts								FY21 Counts					
Full Time Funded Positions		366						Full Time Funded Positions		373			
Part Time Funded Positions		51						Part Time Funded Positions		45			
Position Count Total		417						Position Count Total		418			
FY20 Funded Position Count		386	0	5	28	15		FY21 Funded Position Count		390			

PERSONNEL COUNT BY DEPARTMENT/DIVISION

Department

Budget FY 2015

5

CITY COMMISSIONER

City Attorney

Internal Auditor

Administrative Services

CITY MANAGER

CITY CLERK

FINANCE

INFORMATION TECHNOLOGY

HUMAN RESOURCES

COMMUNITY SUSTAINABILITY

PUBLIC SERVICES

Administration

STREETS MAINTENANCE/ TRAFFIC

GROUNDS MAINTENANCE

CEMETARY

BUILDING MAINTENANCE

LEISURE SERVICES

LIBRARY

RECREATION

BEACH FUND

BEACH PARKING

CASINO BUILDING

BALLROOM/SPECIAL EVENTS

POOL

BEACH

GOLF

PARKING

Electric utility

UTILITY CONSERVATION FUND

ADMIN.

ELECTRIC FUND

CUSTOMER SERVICE

ADMIN.

ENGINEERING

STEAM POWER

SYS OPS

T&D

METER SHOP

WATER FUND

ADMIN.
WATER TREATMENT
DISTRIBUTION
LOCAL SEWER FUND

SEWER COLLECTION
GOLF FUND

STORMWATER FUND

REFUSE FUND
COLLECTION
I.T. FUND
GARAGE FUND

<u>Budget FY 2016</u>	Budget FY 2017	Budget FY 2018
5	5	5

EXECUTIVE BRIEF REGULAR MEETING

AGENDA DATE: December 15, 2020

DEPARTMENT: Community Sustainability/ Public Works

TITLE:

Resolution No. 56-2020 – First Operating Budget Amendment for FY 2021

SUMMARY:

Resolution No. 56-2020 authorizes a budget amendment to increase the budget for the Community Sustainability Department to address the growing demand within the building department and authorizes the purchase of HVAC U/V light and filtration components to upgrade existing HVAC systems

BACKGROUND AND JUSTIFICATION:

Community Sustainability

Over the past months, the demand on the current Building Division Staff in terms of permit application processing, permit application review and permit inspections has grown steadily. The COVID pandemic has not slowed the Division's activities. There has been an approximate 15% increase in permit applications over last year. The City now is averaging 20 to 25 permit applications per day. To keep up with this demand and to not fall behind a maximum of a two (2) week turn around on building plans review, the Division needs to add an additional plan review position. In addition, the Division's endeavor to scan all of the property files and have them accessible online will enhance customer service effectiveness and efficiency. Lastly, the Division's initial intern program has been a great success and should be extended to facilitate the scanning endeavor and assist with program functions.

In addition, the Division has taken over the vast majority of use & occupancy inspections. The inspections formerly were handled by outside contractors, but those services were ceased as part of FY 2021 budgeting. With the new approach, there is a growing demand for administrative support for the current inspectors undertaking these inspections. For this reason, an additional administrative support position is sought. The City also is now attempting to catch up on the hundreds of interior inspections that were placed on hold due to the COVID pandemic.

The above actions will increase the Department's budget by \$464,840.

Public Works

In an effort to implement additional COVID measures for the protection of staff and the public, the Public Works Facilities Maintenance Division has identified HVAC system improvements at all City owned buildings that will aid with air filtration, contaminant removal, and specific air quality improvements. The purchase of air scrubbers, ultraviolet lights, and filters will be installed by City staff and maintained on a regular basis. The purchase of these materials will aid the City in providing the highest level of air quality to its facilities.

The above action will increase the Department's budget by \$42,100

MOTION:

Move to approve/disapprove Resolution No. 56-2020 Budget amendment for an increase in support staff for Building Division; Budget appropriation for HVAC system upgrades

ATTACHMENT(S):

Fiscal Impact Analysis
Resolution 56-2020

FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2021	2022	2023	2024	2025
Capital Expenditures	42,100	0	0	0	0
Operating Expenditures	464,840	0	0	0	0
External Revenues	0	0	0	0	0
Program Income	0	0	0	0	0
In-kind Match	0	0	0	0	0
Net Fiscal Impact	(\$509,940)	0	0	0	0
No. of Addn'l Full-Time Employee Positions	1	0	0	0	0

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

Account Number	Account Description	Project Number	FY21 Budget	Current Balance	Agenda Expenditure	Balance
103-0000-395.00-00	Use of Fund Balance		\$800,000	\$800,000	(\$464,840)	\$335,160
301-0000-395.00-00	Capital Projects Fund Balance		\$817,930	\$817,930	(\$42,100)	\$775,830

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3
4 RESOLUTION NO. 56-2020, A GENERAL APPROPRIATION
5 RESOLUTION OF THE CITY OF LAKE WORTH BEACH, A MUNICIPAL
6 CORPORATION OF THE STATE OF FLORIDA, MAKING SEPARATE
7 AND SEVERAL BUDGET AMENDMENTS AND CORRESPONDING
8 APPROPRIATIONS FOR THE CITY'S NECESSARY OPERATING
9 EXPENSES, THE USES AND EXPENSES OF THE VARIOUS FUNDS
10 AND DEPARTMENTS OF THE CITY FOR THE FISCAL YEAR
11 BEGINNING OCTOBER 1, 2020 AND ENDING SEPTEMBER 30, 2021;
12 AND PROVIDING FOR AN EFFECTIVE DATE
13

14 WHEREAS, the City of Lake Worth Beach, Florida (the "City") previously adopted
15 the Fiscal Year (FY) 2021 Annual Operating Budget pursuant to Resolution No. 37-2020 on
16 September 24, 2020;

17 WHEREAS, the City finds it is necessary and essential to amend the FY 2021 Annual
18 Operating Budget as set forth in this Resolution; and

19 WHEREAS, adoption of the FY 2021 Annual Operating Budget amendments set
20 forth herein serves a valid public purpose.

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

23
24 Section 1. The above recitals are hereby ratified and confirmed as being true and
25 correct and are hereby incorporated into this Resolution.
26

27 Section 2. As hereinafter stated in this Resolution, the term "fiscal year" shall mean the
28 period of time beginning October 1, 2020, and ending and including September 30, 2021.
29

30 Section 3 The funds and available resources and revenues that are set out and
31 attached as Exhibit "A" and incorporated herein by reference, be, and the same hereby
32 are, appropriated to provide the monies to be used to pay the necessary operating and
33 other expenses of the respective funds and departments of the City for the fiscal year.

34
35 Section 4. The sums, which are set out in Exhibit "A" and herein incorporated by
36 reference, listed as operating and other expenses of the respective funds and
37 departments of the City, be, and the same hereby are, appropriated and shall be paid out
38 of the revenues herein appropriated for the fiscal year.
39

40 Section 5. The revenues and the expenses for which appropriations are hereby made,
41 all set forth above, shall be as set out in the Amended City of Lake Worth Operating
42 Budget for the fiscal year as attached in Exhibit "A".
43

44 Section 6. The sums set out in Exhibit "A" are hereinbefore incorporated by reference
45 and based upon departmental estimates prepared by the City Manager and the Finance

46 Director, shall be, and the same hereby are, fixed and adopted as the amended budget
47 for the operation of the City and its other enterprises for the fiscal year.

48
49 Section 7. Except as amended in Exhibit "A" hereto, the remainder of the FY 2021
50 Annual Operating Budget for the fiscal year remains in full force and effect.

51
52 Section 8. This resolution shall become effective immediately upon passage.

53
54 The passage of this resolution was moved by Commissioner _____,
55 seconded by Commissioner _____, and upon being put to a vote, the vote
56 was as follows:

57
58 Mayor Pam Triolo
59 Vice Mayor Andy Amoroso
60 Commissioner Scott Maxwell
61 Commissioner Herman Robinson

62
63 The Mayor thereupon declared this resolution duly passed and adopted on the 15th
64 day of December 2020.

65
66
67 LAKE WORTH BEACH CITY COMMISSION

68
69
70 By: _____
71 Pam Triolo, Mayor

72
73 ATTEST:
74
75
76 _____
77 Deborah M. Andrea, City Clerk

78

Exhibit A

GL Acct Code	Account Description	Budget 2020	FY 2021 Budget Adopted	FY 2021 Budget Amendment	FY 2021 Budget Amended
FUND 103					
	Permits, Fees and Special				
	Total Receipts	1,217,150.00	1,932,150.00	464,840.00	2,396,990.00
	Community Development	-			-
	Wages	486,936.00	668,392.11	172,800.00	841,192.11
	Benefits	225,975.60	325,181.73	89,440.00	414,621.73
	Subtotal	712,911.60	993,573.84	262,240.00	1,255,813.84
	Operating Expenditures	247,284.00	938,297.66	202,600.00	1,140,897.66
	Total Expenditures	960,195.60	1,931,871.50	464,840.00	2,396,711.50
	Net Revenues	256,954.40	278.50	-	278.50
FUND 001					
	Revenues	37,081,448.10	38,291,882.19	-	38,291,882.19
	Use of Fund Balance			42,100.00	42,100.00
	Total Receipts	37,081,448.10	38,291,882.19	42,100.00	38,333,982.19
	Community Development	-			-
	Wages	492,843.95	533,946.12	-	533,946.12
	Benefits	328,767.06	284,777.34	-	284,777.34
	Subtotal	821,611.01	818,723.46	-	818,723.46
	Operating Expenditures	247,284.00	938,297.66	42,100.00	980,397.66
	Total Expenditures	1,068,895.01	1,757,021.12	42,100.00	1,799,121.12
	Net Revenues	36,012,553.09	36,534,861.07	-	36,534,861.07

EXECUTIVE BRIEF REGULAR MEETING

AGENDA DATE: December 15, 2020

DEPARTMENT: Community Sustainability

TITLE:

Ordinance No. 2020-19 - Second Reading - adopting the Florida Building Code 2020 7th Edition with recommended local amendments to Chapter One

SUMMARY:

The ordinance proposes the adoption of the 2020 7th 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 2020 Florida Building Code (Code) with an effective implementation date of December 31, 2020. 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.

At its meeting of October 20, 2020, the City Commission unanimously voted 4-0 to approve the ordinance on first reading.

MOTION:

Move to approve/disapprove Ordinance No. 2020-19 – - adopting the Florida Building Code 2020 7th Edition with recommended local amendments to Chapter One .

ATTACHMENT(S):

Fiscal Impact Analysis – N/A
Ordinance 2020-19

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ORDINANCE NO. 2020-19 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 2020 BUILDING CODE; AMENDING SECTION 9-2.1, "CITY OF LAKE WORTH 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 2020 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 2020 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~~):

47 **Sec. 9-2. - Building code adopted.**

48 The Florida Building Commission has adopted, by rule, pursuant to F.S. §§
49 120.536(1) and 120.54, the ~~2017~~ 2020 edition of the Florida Building Code, which
50 contains or incorporates by reference all laws and rules that pertain to and govern the
51 design, construction, erection, alteration, modification, repair, and demolition of public and
52 private buildings and structures, and the enforcement of such laws and rules.

53 Section 3. Chapter 9, “Buildings and Structural Regulations”, Article I, “In General”,
54 Section 9-2.1, “City of Lake Worth administrative amendments to the Florida Building
55 Codes adopted” is hereby amended as follows (added words are underlined and deleted
56 words are ~~struck through~~):

57
58 **Sec. 9-2.1. - City of Lake Worth Beach administrative amendments to the Florida**
59 **Building Codes adopted.**

60 ~~The City of Lake Worth Administrative Amendments to the Florida Building Code,~~
61 ~~2014 2017 Edition, set out in Exhibit A attached hereto, are hereby adopted by reference~~
62 ~~and shall be in force and effect as if fully set out in this section.~~

63 The City of Lake Worth Beach hereby adopts the Florida Building Code, 2020 Edition,
64 with administrative amendments as set forth in **Exhibit A** of Ordinance 2020-19, which
65 shall be in full force and effect as if fully set out in this section.

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

71
72 Section 5. Repeal of Laws in Conflict. All ordinances or parts of ordinances in conflict
73 herewith are hereby repealed to the extent of such conflict.

74
75 Section 6. Codification. The sections of the ordinance may be made a part of the City
76 Code of Laws and ordinances and may be re-numbered or re-lettered to accomplish such,
77 and the word “ordinance” may be changed to “section”, “division”, or any other appropriate
78 word.

79
80 Section 7. Effective Date. This ordinance shall become effective on December 31, 2020
81 (consistent with the effective date of the 2020 Florida Building Code).

82 The passage of this ordinance on first reading was moved by Commissioner
83 Maxwell, seconded by Vice Mayor Amoroso, and upon being put to a vote, the vote was
84 as follows:

85
86 Mayor Pam Triolo AYE
87 Vice Mayor Andy Amoroso AYE

88 Commissioner Scott Maxwell AYE
89 Commissioner Herman Robinson AYE

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The Mayor thereupon declared this ordinance duly passed on first reading on the 20th day of October, 2020.

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 Pam Triolo
- Vice Mayor Andy Amoroso
- Commissioner Scott Maxwell
- Commissioner Herman Robinson

The Mayor thereupon declared this ordinance duly passed and enacted on the ____ day of _____, 2020.

LAKE WORTH BEACH CITY COMMISSION

By: _____
Pam Triolo, Mayor

ATTEST:

Deborah Andrea, CMC, City Clerk

Exhibit A

Florida Building Code, 2020 Edition
With City of Lake Worth Beach
Local Amendments

Chapter 1 Administration

Chapter 1

SCOPE AND ADMINISTRATION

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.

Exception:

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 the *Florida Building Code, Residential*.
2. Code Requirements that address snow loads and earthquake protection are pervasive; they are left in place but shall not be utilized or enforced because Florida has no snow load or earthquake threat.

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

101.2.2 Florida Building Code, 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 safeguard the public health, safety 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 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. Further, no employee shall be liable in tort for damage from such conditions, in accordance with Section 768.28 Florida Statutes, as may be amended or replaced.

101.4 Referenced codes. The other codes listed in Sections 101.4.1 through ~~101.4.9~~ 101.4.11 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. ~~The provisions of the *International Property Maintenance Code* shall apply to existing structures and premises; equipment and facilities; light, ventilation, space heating, sanitation, life and fire safety hazards; responsibilities of owners, operators and occupants; and occupancy of existing premises and structures.~~

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 Existing Building Code* 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 *Florida Administrative Code*.

101.4.10 Electrical. The provisions of Chapter 27 of the Florida Building Code, Building Volume shall apply to the installation of electrical systems, including alterations, repairs, replacement, equipment, appliances, fixtures, fittings and appurtenances thereto.

101.4.11 Flood Damage Prevention. Provisions of Chapter 23, Article 7 of the City of Lake Worth Beach Code of Ordinances, shall be considered part of the requirement of this code relative to flood control.

101.5 Building Official. Whenever, the building official is mentioned in this code, it is also intended to mean the building official's designee, wherever applicable.

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, except for those located in a Special Flood Hazard Area 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 (Section 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 non-wood 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 floodplain 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) Service providers of water, sewer, storm, gas, cable, telephone, or other similar utility systems are exempt to the point of service connection for the building or structure.

102.2.1 In addition to the requirements of Section 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.
7. The requirements of Florida Building Code, Existing Building Volume, are also satisfied.

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 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 or alteration 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 non-owner within a specific cost limitation set by rule, provided the total cost shall not exceed \$5,000 within any 12-month period.
 - c. Building 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.
4. However, each enforcement district or local enforcement agency may establish an alternative permitting program for replacing nonstructural components of building systems in a residential dwelling unit. A licensed contractor performing such work for the resident shall also be exempt from individual permits and inspections if either the owner or the licensed contractor obtains a valid

Annual Permit per Section 105.1.1 of this code and all such work is reported as required in Section 105.1.2 of this code for compliance evaluation. No added capacity, system expansion or new building work of any type shall be excluded from individual permit and inspection by this provision.

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 is specifically covered in this code, the *Florida Building Code, Existing Building, the Florida Fire Prevention Code* and the City of Lake Worth Beach Code of Ordinances.

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* or *Florida Residential Code*, 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* ~~*International Property Maintenance Code*~~ 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* (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 during reroofing 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 the provisions of Section 2-75.6 of the City of Lake Worth Beach Code of Ordinances.

103.4 Restrictions on employees. (Reserved).

SECTION 104 DUTIES AND POWERS OF THE 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, and service systems, 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.

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 or board member because of an act performed by that officer or employee or board member 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 or board member because of an act performed by that officer or employee or board member 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 which 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 design is satisfactory and complies with the intent of the provisions of this code, and that the material, method or work offered is, for the purpose intended, not less than the equivalent of that prescribed in this code in quality, strength, effectiveness, *fire resistance*, durability and 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, or fire protection system, or accessible or flood resistant site element, the installation of which is regulated by this code, or to cause any such work to be done, 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 or 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. The building official is authorized to revoke such permit, if code violations are found to exist.

105.1.3 Food permit. In accordance with 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. As determined by the building official, Permits shall not be required for the following:

Building:

1. Building permits are not required for replacement or repair work having a value of less than \$1,000.00, providing, however, that such work will not adversely affect the structural integrity, fire rating, exit access or egress requirements.
2. Cabinets and countertops with no reconfiguration for 1&2 Family Dwellings if electric in area of work not to code must bring up to current code, painting, papering, carpeting, and similar finish work, with no electrical or plumbing work.
3. Temporary motion picture, television and theater sets and scenery.
4. Traditional swings and other standard playground equipment accessory to detached one and two-family dwellings, as determined by the building official, but they may be subject to Zoning permits.
5. Retractable awnings supported by an exterior wall and do not require additional support of Groups R-3 and U occupancies, but they may be subject to Zoning permits.
6. Non-fixed and movable fixtures, cases, racks, and counters not over 5 feet 9 inches (1753 mm) in height.
7. Fence repair/Replacement for previously permitted fence up to 16 ft sections excluding pool barriers.
8. Gutters and Downspouts; Single family/R-3 occupancy
9. Soffit and / or Fascia repair up to 25% of total.

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 (5 kg) or less of refrigerant and actuated by motors of 1 horsepower (746 W) or less.
8. The installation, replacement, removal or metering of any electrical load management control device where installed by a utility service provider.

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.
3. The replacement of common household plumbing fixtures to existing supply lines and outlets in 1&2 Family Dwellings. This does not include water heaters, bathtubs and showers.

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*. Notification shall be given to the building official, including the work address, nature of emergency, and scope of work immediately, or by the next business day.

105.2.2. Minor repairs. Ordinary minor repairs may be made with the approval of the *building official* without a permit, provided the repairs shall 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 Section 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 permit 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 fire sprinkler system of 49 or fewer heads and may design the alteration of an existing fire sprinkler system if the alteration consists of the relocation, addition

or deletion of not more than 49 heads, notwithstanding the size of the existing fire sprinkler system.

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.

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. Any system that:

1. Requires an electrical or plumbing or air-conditioning and refrigeration system with a value greater than \$125,000; and

2.a. Requires an aggregate service capacity of greater than 600 amperes (240 volts) on a residential electrical system or greater than 800 amperes (240 volts) on a commercial or industrial electrical system;

b. Requires a plumbing system with more than 250 fixture units; or

c. Requires a heating, ventilation, and air-conditioning system which exceeds a 15-ton-per-system capacity, or if the project is designed to accommodate more than 100 persons.

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*.

105.3.2 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, or for any 180 day period of abandonment or suspension during the application process, 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 prior to the abandonment date, and with justifiable cause demonstrated. Abandoned applications shall be subject to destruction in accordance with state law. The fee for renewal, re-issuance, and extension of a permit application shall be set forth by the administrative authority. There may be fees or requirements from other government agencies for permit application extensions and renewals.

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, such as the requirement for Home or Property Owners Association approval, 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 Section 440.10 and 440.38, *Florida Statutes*.

105.3.6 Asbestos removal contractor exemption. Refer to Section 105.9 for additional requirements. A licensed asbestos removal contractor is not required when 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 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 any other federal, state and local laws, ordinances, codes and regulations. *Permits* presuming to give authority to violate or cancel the provisions of this code or other ordinances of any other federal, state and local laws, ordinances, codes and regulations 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 ordinances of this jurisdiction or of any other federal, state and local laws, ordinances, codes and regulations.

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 six months after its issuance, or if the work authorized by such permit is suspended or abandoned for a period of six 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, or revalidation (renewal) of the original 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, or due to action by an environmental or archeological agency having jurisdiction. The building official is authorized to grant, in writing, one or more extensions of time, for periods not more than 3 months each. The extension shall be requested in writing and justifiable cause demonstrated, prior to expiration.

105.4.1.4 The fee for renewal, reissuance and extension of a permit shall be set forth by the administrative authority. There may be fees or requirements from other government agencies for permit extensions and renewals.

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.

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.

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.

105.6.1 Misrepresentation of application. The building official may revoke a permit or approval, issued under the provisions of this code, when there has been any false statement or misrepresentation as to the material fact in the application or plans on which the permit or approval was based.

105.6.2 Violation of code provisions. The building official may require correction or revoke the permit upon determination by the building official that the construction, erection, alteration, repair, moving, demolition, installation, or replacement of the building, structure, electrical, gas, mechanical or plumbing systems for which the permit was issued is in violation of, or not in conformity with, the provisions of this code.

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. Refer to Section 105.3.6 “Asbestos Removal Contractor Exemption” of this code for additional requirements.

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. For a bait system, see Section 1816.1.7 of the Florida Building Code for contract document requirements.

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 written request and 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. 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. 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 III of Chapter 468, *Florida Statutes*. Nothing aforesaid shall preclude plan review or inspections by the building official (See also Section 107.6).

Exception: Permit issued on basis of an affidavit shall not extend to the flood load and flood resistance requirements of the *Florida Building Code*.

105.15 Opening protection. When any activity requiring a building permit 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: Single family 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 Section 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 Section 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 Sections 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 Section 489.505, *Florida Statutes*, that is hardwired and operating at low voltage, as defined in the National Electrical Code Standard 70, and ancillary components or equipment attached to such a system, including, but not limited to, home-automation equipment, thermostats, and video cameras.

(c) "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) This section does not apply to the installation or replacement of a fire alarm if a plan review is required.

(4) 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 Section 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.

(5) 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.

(6) 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.

(7) 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 Section 553.793(7), *Florida Statutes*.

(8) A local enforcement agency may coordinate directly with the owner or customer to inspect a low-voltage alarm system project may be inspected by the local enforcement agency 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.

(9) 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.

(10) 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. Where the live loads for which each floor or portion thereof of a commercial or industrial building is or has been designed to exceed 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 in two or more sets with each *permit* application. 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*. Electronic media documents shall be submitted when required by the building official, in a format acceptable to the building official, and may require only one set of submittals.

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.

If the design professional is an architect, interior designer, or engineer legally registered under the laws of this state regulating the practice of architecture or interior design as provided for in Chapter 481, Florida Statutes, Part I, or landscape architecture as provided for in Chapter 481, Florida Statutes, Part II, or engineering as provided for in Chapter 471, Florida Statutes, then he or she shall affix his or her official seal to said drawings, specifications and accompanying data, as required by Florida Statute.

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 when *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.

107.2.1.1 For roof assemblies required by the code, the construction documents shall illustrate, describe and delineate the type of roofing system, materials, fastening requirements, flashing requirements and wind resistance rating that are required to be installed. Product evaluation and installation shall indicate compliance with the wind criteria required for the specific site or a statement by an architect or engineer certifying suitability for the specific site must be submitted with the construction documents.

107.2.1.2 Additional data. The building official may require details, computations, stress diagrams, and other data necessary to describe the construction or installation and the basis of calculations. All drawings, specifications and accompanying data required by the building official to be prepared by an architect or engineer shall be affixed with their official seal, signature and date as state law requires.

107.2.1.3 Quality of building plans. Building plans shall be drawn to a minimum 1/8 inch scale upon substantial paper, cloth or other acceptable medium. The building official may establish, through Departmental policy, other standards for plans and specifications, including electronic format, in order to provide conformity to its electronic permit review and record retention program. This policy may include such things as minimum size, shape, contrast, clarity, or other items related

to records management. Electronic media must be compatible with the archive requirements of Florida Statutes.

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 the *exterior wall* system which was tested, where applicable, as well as the test procedure used.

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, snow or irrigation, and the structural framing is protected by an impervious moisture barrier the construction documents shall include details for all element of the impervious moisture barrier system. The construction documents shall include manufacturer's installation instructions.

~~[A]~~ 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 when the application for *permit* is for *alteration* or repair or when otherwise warranted.

~~[A]~~ 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. *Design flood* elevations shall be uniformly specified utilizing the currently effective NAVD 88.

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 FAC 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 document* 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 lawfully 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 substitute *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 the owner's authorized agent if the registered design professional in responsible charge is changed or is unable to continue to perform the duties.

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. Those products which are regulated by FAC Rule 61G20 shall be reviewed and approved in writing by the designer of record prior to submittal for jurisdictional approval.

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 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

Fire blocking 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

~~Same as above.~~

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

Deck coatings

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

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 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, and 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)
10. Electrical:
 - Electric service riser with wire sizes, conduit detail and grounding detail
 - Complete load calculations, Panel schedules
11. Mechanical:
 - Equipment and location, Duct systems
12. Plumbing:
 - Plumbing riser
13. Gas:
 - Gas piping
 - Venting
 - Combustion air
 - Chimneys and vents
 - Appliances
 - Type of gas
 - Fireplaces
 - LP tank location
 - Riser diagram/shutoffs
14. Swimming Pools
 - Barrier requirements
 - Spas
 - Wading pools

Manufactured buildings/housing -

1. Site requirements
 - Setback/separation (assumed property lines)
 - Location of septic tanks (if applicable)
2. Structural
 - Wind zone
 - 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 (as determined by local jurisdiction)

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*. Nothing aforesaid shall preclude plan review or inspections by the building official (See also Section 105.14). On applications in which private provider services are utilized, all time frames shall adhere to time frames as indicated in Florida Statutes 553.791 7(a).

107.6.1 Building permits issued on the basis of an affidavit in special flood hazard areas. 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*.

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 to be removed 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:

- Permits;
- Plans examination;
- Certificates of competency (including fees for applications, examinations, renewal, late renewal, and reciprocity);
- Re-inspections;
- Administrative fees (including fees for investigative and legal costs incurred in the context of certain disciplinary cases heard by the board);
- Variance requests;
- Administrative appeals;
- Violations; and
- 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 and publish a refund policy through local ordinance.

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 ~~accessible~~ exposed and ~~exposed~~ 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 ~~accessible~~ exposed and ~~exposed~~ provided with access for inspection purposes. The *building official* shall be permitted to require a boundary line survey prepared by a qualified surveyor 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.

The building official may require the owner to employ an inspection service in the following instances:

1. For buildings or additions of Type I construction;
2. For all major structural alterations;
3. Where the concrete design is based on compressive strength in excess of 3000 pounds per square inch;
4. For pile driving;
5. For buildings with an area greater than 20,000 square feet;
6. For buildings more than two stories in height; or
7. For buildings and structures of unusual design or methods of construction.

Such inspectors shall be present when work is underway on the structural elements of the building to adequately attest to its compliance. Such inspectors shall be a registered architect, or engineer. An employee of the architect or engineer licensed under Chapter 468, Part XII, Florida Statutes, may perform the inspections, under the direction of and with final certification from the architect or engineer. Such inspectors shall submit weekly progress reports including the daily inspections to the building official, and including a code compliance opinion of the resident inspector. At the completion of the construction work or project, the architect or engineer shall submit a certificate of compliance to the building official, stating that the work was done in compliance with this code and in accordance with the permitted drawing. Final inspection shall be made by the building official before a Certificate of Occupancy or Certificate of Completion is issued; and confirmation inspections may be made at any time to monitor activities and resident inspectors.

110.1.3 Affidavit for inspection. With specific prior approval of, and in a format acceptable to the building official, an affidavit for certification of inspection may be accepted from the permit qualifier; when accompanied by extensive photographic evidence of sufficient detail to demonstrate code compliance. The photographic evidence shall be comprehensive in the display of the installation and/or construction and job location identifiers. The affidavit and accompanying photographs shall be provided to the inspector onsite, at the next scheduled inspection. If the photographs are found to be insufficient by the building official to demonstrate compliance with this code and/or the permitted document, or clearly display location identifiers, or are missing, the inspector shall require the contractor to obtain the services of a registered Florida professional engineer to inspect and certify the installation and/or construction.

110.1.3.1 Exception: Affidavits may not be accepted for inspection of elements of construction which require inspection by the local jurisdiction under the requirements of Title 44, Code of Federal Regulations, Parts 59 and 60, and the local flood damage prevention ordinance.

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.

A foundation/Form board survey prepared and certified by a registered surveyor 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.

1.2. 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 Authority having Jurisdiction.

2. Framing inspection. To be made after the roof, all framing, fire blocking 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 calculations
- Vertical cells/columns
- Lintel/tie beams
- Framing/trusses/bracing/connectors (including truss layout and engineered drawings)
- Draft stopping/fire blocking
- Curtain wall framing
- Energy insulation (Insulation R-factor as indicated on approved 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 any 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.

NOTE: 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. **Exception:** ring shank nails shall be bent over and a new fastener installed.

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
- Sheathing

5.1.4.1. 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, including all sub-trade inspections, 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 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 shell.

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 crossovers; 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 electrical system 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 calculations provisions.
3. Final inspection. To be made after the building plumbing system 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, fire blocking 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 calculations provisions.
3. Final inspection. To be made after the building mechanical system 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 calculations 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 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, fire blocking 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, snow 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*.

~~[A]~~ **110.3.7 Fire- and smoke-resistant penetrations.**

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

~~[A]~~ **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.

~~[A]~~ **110.3.9 Other inspections.** In addition to the inspections specified in Sections 110.3 through 110.3.7, 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*, shall be submitted to the *building official* prior to the final inspection.

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

110.3.12 Termites. Building components and building surroundings required to be protected from termite damage in accordance with Section 1503.7, Section 2304.13 or Section 2304.11.6, 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.

~~110.8.1 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 Section 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 Impact of construction. All construction activity regulated by this code shall be performed in a manner so as not to adversely impact the condition of adjacent property, unless such activity is permitted to affect said property pursuant to a consent granted by the applicable property owner, under terms or conditions agreeable to the applicable property owner. This includes, but is not limited to, the control of dust, noise, water or drainage runoffs, debris, and the storage of construction materials. New construction activity shall not adversely impact legal historic surface water drainage flows serving adjacent properties, and may require special drainage design complying with engineering standards to preserve the positive

drainage patterns of the affected sites. Accordingly, developers, contractors and owners of all new residential development, including additions, pools, patios, driveways, decks or similar items, on existing properties resulting in a significant decrease of permeable land area on any parcel or has altered the drainage flow on the developed property shall, as a permit condition, provide a professionally prepared drainage plan clearly indicating compliance with this paragraph. Upon completion of the improvement, a certification from a licensed professional, as appropriate under Florida law, shall be submitted to the inspector in order to receive approval of the final inspection.

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 therefore 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* under Section 105.2.

111.2 Certificate issued. After the *building official* inspects the building or structure and finds no 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 authority having jurisdiction
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. No person shall 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 when 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 CONSTRUCTION BOARD OF ADJUSTMENT AND 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 term 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 or the granting of a variance, not less than three affirmative votes shall be required.

113.2.4 Secretary and Counsel to the Board. The Building Department (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 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.

113.4.4 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, or building official. 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 of Business and Professional Regulation 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. Whenever 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

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 the 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 use the building or system(s) except for the purpose of making the required 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 floodplain 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 R322 of the *Florida Building Code, Residential*. This section shall not apply to Section 3109 of the *Florida Building Code, Building*.

EXECUTIVE BRIEF REGULAR MEETING

AGENDA DATE: December 15, 2020

DEPARTMENT: City Attorney

TITLE:

Discussion of appointment of City Commissioner for District 2

SUMMARY:

This item is for the City Commission to discuss the appointment of the successor City Commissioner for District 2.

BACKGROUND AND JUSTIFICATION:

On or about October 6, 2020, Commissioner Omari Hardy resigned from his District 2 City Commission seat. The City's Charter provides (in part) at Article III, Section 5, entitled "Vacancies; forfeiture of office; filing of vacancies":

- (c) *Filling of vacancies.* A vacancy of the city commission shall be filled in one of the following ways:
- (1) If there are less than six (6) months remaining in the unexpired term or if there are less than six (6) months before the next regular city election, the city commission by a majority vote of the remaining members shall choose and appoint a successor to serve until a newly elected commissioner or mayor is qualified.

The City's next regular City election is March 9, 2021. The City's Charter does not provide for any further guidance on the appointment process.

The City's Charter does provide that except for the Mayor, each Commissioner shall reside in their district. See City Charter, Article 1, Sec. 3.

MOTION:

(A motion is not provided as this item has been labeled as a "discussion").

ATTACHMENT(S):

Fiscal Impact Analysis – N/A

EXECUTIVE BRIEF REGULAR MEETING

AGENDA DATE: December 15, 2020

DEPARTMENT: Community Sustainability

TITLE:

Appeal by Thomas J. Baird, Esq. on behalf of 1920 10th Avenue, LLC of PZB Project # 20-00500003, which included site plan and conditional use approvals to allow for the construction of a new vehicle fueling/charging station, single-destination retail, and restaurant at 1900 10th Avenue North (7-Eleven).

SUMMARY:

Thomas J. Baird, Esq. on behalf of 1920 10th Avenue, LLC, is appealing a final order of the Planning and Zoning Board (PZB) to allow a 7-Eleven at 1900 10th Avenue North. The subject project was approved with conditions at the July 15, 2020 Planning and Zoning Board meeting for a major site plan, vehicle fueling/charging station, single-destination retail, and restaurant conditional uses, and a variance. Mr. Baird has filed a writ of certiorari with the 15th Judicial Circuit, appealing the variance determination separately.

PROJECT REVIEW HISTORY:

The subject property is a 54,331 square feet vacant lot located at the northwest corner of 10th Avenue North and Barnett Drive. The lot previously operated as a vehicle rental lot for Wayne Akers Ford for at least the past 20 years. The applicant, Anne-Christine Carrie of KEITH (a land development consulting firm), submitted an application on behalf of 1900 10th Ave, LLC to develop the subject site with a 7-Eleven vehicle fueling station with retail and restaurant uses. The application included the following:

- 1.) Major Site Plan for the development of a 4,730 square foot retail and restaurant building and 3,520 square foot canopy structure;
- 2.) Conditional Use Permit to establish Vehicle Fueling/Charging Station, Single-Destination Retail, and Restaurant Uses; and a
- 3.) Variance of 8 feet from the maximum building setback line to allow for a front setback of 40 feet from 10th Avenue North.

At the July 15, 2020 Planning and Zoning Board meeting, staff presented a summary of the attached staff report, which contained the review of the plans, documentation and materials provided by the applicant for consistency with the applicable guidelines and standards found in the City of Lake Worth Beach's Land Development Regulations (LDRs) and Comprehensive Plan. The PZB approved the project with a vote of 4-2 with staff conditions recommended in the staff report and presentation, and added a condition directing the applicant to work with staff and Palm Beach County for additional school signage. Following the approval, 1920 10th Avenue, LLC appealed the decision granting the development order to the City Commission. Contemporaneously, it has also filed a writ of certiorari with the 15th Judicial Circuit, appealing the variance determination, which is still outstanding.

QUASI-JUDICIAL PROCESS:

Section 23.2-17(b) of the City's code outlines the process for appealing decisions of the planning and zoning board and historic resources preservation board to the City Commission. It requires the appealing party to submit a basis of appeal which the appealing party has done (it is attached). At the hearing, each party will be given 10 minutes to present its argument. Thereafter, the commission members may make comments, ask questions, and discuss the information presented at the PZB meeting. The Commission's decision upholding or overturning the decision should be based on competent, substantial evidence.

The courts have defined substantial evidence as that which will establish a substantial basis of fact from which the fact at issue can be reasonably inferred. It is such relevant evidence as a reasonable mind would accept as adequate to support a conclusion. Competent means that the evidence relied upon to sustain the ultimate finding should be sufficiently relevant and material that a reasonable mind would accept it as adequate to support the conclusion reached. See e.g., Village of Palmetto Bay v. Palmer Trinity Private School, Inc. 128 So. 3d 19 (Fla. 3d DCA 2012).

POTENTIAL MOTIONS:

1. I find that the evidence presented in the application materials, testimony and the staff report was competent and substantial, and therefore move to uphold the decision of the Planning and Zoning Board approving a major site plan and vehicle fueling/charging station, single-destination retail, and restaurant uses at 1900 10th Avenue North with conditions of approval as set forth in the development order.
2. I find that the evidence presented was not competent and substantial [based upon specified reasons], and therefore, move to overturn and reverse the decision of the Planning and Zoning Board approving a major site plan and vehicle fueling/charging station, single-destination retail, and restaurant uses at 1900 10th Avenue North as set forth in the development order.

ATTACHMENT(S):

Applicant Basis of Appeal PZB #20-00500003

PZB #20-00500003 Transmittal Letter and Development Order

July 15, 2020 PZB Meeting Minutes

Staff's Presentation

Applicant's Presentation

July 15, 2020 PZB #20-00500003 Staff Report and Application Attachments

September 3, 2020

VIA EMAIL: wwaters@lakeworthbeachfl.gov

William Waters
Director of Community Sustainability
City of Lake Worth Beach
1900 2nd Avenue North
Lake Worth Beach, FL 33461

Re: PZB #20-00500003 (7-Eleven)

Dear Mr. Waters:

This is the appeal of the Planning and Zoning Board's approval of the above referenced project (the Project) by Mr. Francisco Gil as the Manger of 1920 LLC, an affected party (hereinafter referred to as the Petitioner or Mr. Gil). The appeal is being timely filed pursuant to § 23.2-17 b) of the City of Lake Worth Beach Code of Ordinances (Code). The Project is located at the northwest corner of 109th Avenue North and Barnett Drive. The written decision approving a major site plan and conditional use and variance for the Project was rendered August 5, 2020. Although this appeal is specific to the approval of the major site plan and conditional use, the Applicant stated in its June 12, 2020 letter to you that without the requested variance it cannot sell gas. According to the Code, the appeal of the approval of the variance is subject to appeal directly to the circuit court. See § 23.2-17 b). The appeal of the variance was filed today with the circuit court. A copy of the appeal was emailed to Pamela Ryan, Esquire.

I have attached a report by a planning expert engaged by the Petitioner to evaluate the major site plan, conditional use and variance and am incorporating it herein. In addition to that report, I am submitting the following for the Commission's consideration.

The Petitioner owns the building that is west of the Project, and two warehouses of 45,000 square feet on Barnett Drive. The Petitioner's primary objection to the Project is the significant increase in traffic it will generate as compared to the former truck rental facility. The area where the Project is proposed is already severely congested. The congestion and additional traffic has its most harmful impact upon the Petitioner and the other neighboring property owners (and an affected party) who were represented at the Planning & Zoning Board's Quasi-Judicial hearing by Fred Schmidt and Dan Hiatt. Messrs. Schmidt and Hiatt own the two buildings immediately north of the Project and Barnett Drive, 1847 and 1848 Aragon Avenue.

Pursuant to § 23.2-17. B. 1., pursuant to this appeal the Commission is to conduct a quasi-judicial hearing. The Code purports to limit the Commission's consideration to the record made before the

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Planning & Zoning Board (Board) The Code's purported limitation of the quasi-judicial proceeding to the record below is not consistent with the nature of a quasi-judicial hearing and deprives the Petitioner of procedural due process.

Without waiving its right to contest this limitation set forth in the Code the Petitioner states the basis of this appeal, based upon the record is set forth below.

The Board Failure to Continue the Hearing Violated the Petitioner's Rights.

On behalf of the Petitioner and prior to the Board's hearing because in my request to the Board, I noted that I was only retained July 13, two days prior to the hearing, and five days after the Petitioner first learned of the hearing. See Exhibit 1. Upon being retained, I promptly sought "affected party" status for Gil by contacting the City's Senior Planner, Andrew Meyer, who advised me that the City required a certificate of title or warranty deed to demonstrate that Petitioner was an adjacent property owner and "affected party. I promptly provided this information to Mr. Meyer. Becoming recognized as an affected party was critical to my client's rights to request a continuance so that we could prepare for and fully participate in the quasi-judicial hearing. This includes the ability to present evidence and witnesses; and to cross-examine the other parties' witnesses. In order to have a meaningful opportunity to participate in the quasi-judicial proceedings, a continuance of the quasi-judicial hearing was necessary.

Initially, the Board's Attorney advised me that Petitioner was only an "interested party,"¹ and that despite the fact that I had already presented Mr. Meyer with the documentation he told me was necessary to become an affected party. This created confusion and Petitioner again sought a continuance. Ultimately, the Board's failure to confirm that the Petitioner was an affected party, together with its refusal to grant a continuance, prejudiced the Petitioner because it could not be prepared to participate in the quasi-judicial hearing. It was not until after the hearing began that the Petitioner learned that it could participate as an affected party.

There was Fact-Based Testimony Of Concerns Regarding Traffic Impacts

Another affected party, represented by Messrs. Fred Schmidt (Schmidt) and Dan Hiatt (Hiatt) presented their concerns about the new traffic that would be generated by the Project and its impact upon the surrounding commercial properties. Their testimony was that the former truck rental facility was a low generator and attractor of traffic, and that its replacement by a 4,750 square foot gas station with 14 fueling positions, convenience store and a Laredo Taco dine in/take out fast food restaurant would generate a substantially greater traffic for the area. The Applicant's Traffic Impact Study (Traffic Study) estimates that the Project will generate 1,367 new daily trips, 94 net new AM Peak Hour trips and 94 net new PM Peak Hour trips. (Traffic Study at pages 4 & 15). According to the Traffic Study, the properties owned by the Petitioner and Schmidt/Hiatt are all within the radius

¹ The City's Code, and in particular Section 23.2-16 which contains the City's quasi-judicial procedures does not recognize an "interested party," or whether an interested party has the same status as an affected party. The two terms are apparently not the same given that the City Attorney was requesting more information so that the City could determine if the Petitioner was an affected party.

of development influence and trip distribution. Thus, the Traffic Study confirmed that additional traffic and in particular daily and peak hour trips will directly impact the existing developed properties.

Schmidt testified to the congestion and impacts that would be created by the new traffic (1,367 trips). He testified that he and Hiatt have been property and business owners in this neighborhood for 23 years. Schmidt testified to the congestion and impacts that would be created by the new traffic. Schmidt testified that it is already difficult to pull out onto Barnett from his properties, especially the first building. He characterized the experience of pulling out as "almost impossible." Schmidt described what is necessary to pull out onto Barnett: "You have to go around the block parallel to 10th Avenue, go around the end of the buildings, and come back up to the other side of Aragon."

Schmidt testified that the impact on the businesses in his buildings was such that the Project would threaten the viability of the existing uses. He also testified that additional traffic will make it more difficult for the business to come and go especially during rush (peak) hour. As noted, the Traffic Study states that there will be 94 new trips impacting the existing businesses during the morning and afternoon rush (peak) hours. Schmidt noted that the roadways were already so congested in this area and that the roadways have not complied with concurrency for 20 years.

Schmidt also testified to safety issues that exist and will be exacerbated by the new traffic. He noted that there is a school in the area that is within the Traffic Report's area of influence. He noted that in the morning and afternoon school children are walking up and down the street. Mr. Francisco Gil confirmed the impact of the existing traffic and its effect on his businesses in his buildings. He testified that because of the significant amount of traffic, the school children go onto his property because of safety concerns. Hiatt noted there are 250 parents going to from the school making the area gridlocked in the morning and afternoon (peak) hours. Mr. Gil testified that the traffic congestion in this area is so backed up that vehicles cut through the property to go from Barnett Drive to Detroit Street. Schmidt testified that traffic from the west has to turn without the benefit of a traffic light. He described this as a *dangerous* situation.

Hiatt also testified from his experiences of owning property in the radius of development influence described in the Traffic Study. He too noted that the streets in this area have not been "traffic concurrent" for the last 23 years. He testified that between I-95 and the Walmart, it is totally gridlocked all day long. He testified that it would be impossible to turn left into the Project with all of the traffic coming off I-95. He noted there was no traffic signal at the intersection where vehicles would be turning into the Project.

Hiatt testified to his experience in site development and his research with the new 7-Eleven business model. He compared it to WAWA and testified that such business models were typical on 2 ½ - 3 acres. He noted the Project would be developed on less than half of the acreage that is needed (1.24 acres). Hiatt testified to the businesses in the traffic area of influence, including the Saxony Rug Company, and a Fedex facility. He described the corner of Barnett Drive and 10th Avenue North as "already totally overburdened." Hiatt also described the circulating routes drivers took to try and avoid this already congested area.

Application of the Law to the Record Before the Board

There is ample law which would support the City Commission's reversal of the Board's decision based upon the testimony of the above-referenced property owners in the area whose existing businesses will be adversely impacted by the development of the proposed Project. For example, in *Metro. Dade County v. Blumenthal*, 675 So.2d 598,607 (Fla. 3DCA 1995), the court stated "Under the correct legal standard, citizen testimony in a zoning matter is perfectly permissible and constitutes substantial competent evidence, as long as it is fact based." See also *Miami-Dade County v. Walberg*, 739 So. 2d 115, 117 (Fla. 3rd DCA 1999).

Schmidt, Hiatt and Gil are all neighboring property and business owners who have been in this commercial neighborhood for more than 20 years. Their fact-based testimony of the existing *traffic congestion* and traffic circulation problems which already existed would be exacerbated by the addition of trips to and from the proposed Project; and would not be *compatible* with the existing commercial neighborhood.

The neighboring property owners' testimony that the proposed Project would not be *compatible* with the existing commercial neighborhood was fact-based because of their collective experiences traveling to and from their properties on a routine and sometimes daily basis. The testimony of neighboring property owners regarding the compatibility of the new use provides substantial competent evidence upon which the Commission may rely to deny the site plan and conditional use. See *Metro. Dade County v. Section 11 Prop. Corp.*, 719 So.2d 1204 (Fla. 3d DCA 1998) (the Commission received the testimony of several neighbors who stated that the project would be incompatible with the surrounding neighborhood); *Metro. Dade County v. Sportacres Dev. Group*, 698 So.2d 281, 282 (Fla. 3d DCA 1997) (neighbors appeared before the Commission and testified to the incompatibility of the proposed project with its variances); *Grefkowicz v. Metro. Dade County*, 389 So.2d 1041,1042 (Fla. 3d DCA 1980).

The Traffic Study and the Site Plan, both of which were relied upon by the neighboring property owners for their testimony is competent substantial testimony upon which the Commission could base its decision to reverse the Board's approval. See *Sportacres Dev. Group* at 281 (record which contains maps, reports and other information in conjunction with the testimony of neighbors constitutes competent substantial testimony). As noted by the influential Third District Court of Appeals, it is simply not the law that citizen testimony in zoning matters should be disregarded. See *Blumenthal* at 609, fn. 8. Indeed, in *Marion County v. Priest*, 786 So.2d 623 (Fla. 5th DCA 2001), *reg'd denied* 2001; the District Court reversed a circuit court that had dismissed the concerns of property owners about the roads because it erroneously believed that the citizens testimony was not competent substantial testimony.

In this appeal, the Commission must consider the testimony and other record evidence such as the Traffic Study and Site Plan and make a decision on that testimony and evidence. As our own Fourth District Court of Appeal has stated², the test is not whether one side produced more experts than the other, it is whether there is **any** substantial competent evidence upon which this Commission

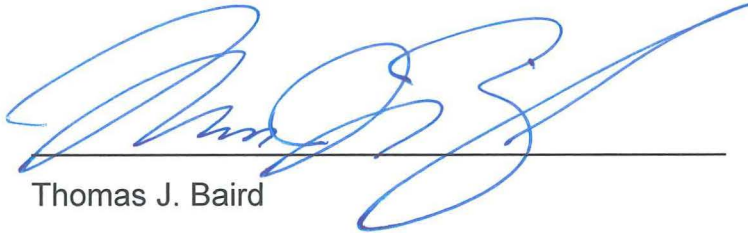
² *City of Ft. Lauderdale v. Multidyne Medical Waste Management, Inc.* 567 So. 2d 955 (Fla. 43th DCA 1990).

William Waters
September 3, 2020
Page 5

could rely to deny the site plan and conditional use. The answer to that question is, YES, the Commission can base its decision for the fact-based testimony from the neighboring property owners at the quasi-judicial hearing which was derived from the Site Plan and Traffic Study. The petitioner urges the Commission to reverse the Board's decision and deny the site plan and conditional uses application.

Very truly yours,

JONES FOSTER P.A.



Thomas J. Baird

Florida Bar Board Certified City, County and Local Government Attorney

TJB:MRG

cc: Client

P:\DOCS\31093\00001\LTR\20X814002.DOCX

July 15, 2020

Members of the Planning & Zoning Board
c/o Mr. Andrew Meyer, Senior Community Planner
City of Lake Worth Beach
1900 2nd Avenue North
Lake Worth Beach, FL 33461

Re: Major Site Plan Request
PZB Project #20-00500003

Dear Members:

This Firm represents 1920 10th Avenue, LLC. Our client received a courtesy notice of the Planning and Zoning Board's consideration of a proposed major site plan (the Plan) on or about July 8, 2020, just five (5) business days ago. I was only retained Monday, July 13, 2020, to represent my client with respect to the Plan. Although I have read the staff report, I do not have sufficient time to reasonably and adequately advise my client of the merits, or lack thereof, of the Plan. The Plan, as a "major" development plan, obviously has potential impacts on the surrounding properties, including those owned by my client.

The courtesy notice alone is sufficient to create "affected party" status with respect to my client. Nevertheless, pursuant to my discussion with Senior Community Planner, Andrew Meyer, I have attached a copy of a certificate of title and a special warranty deed which demonstrate my client's ownership of property which is adjacent to the property which is the subject of the Plan. My client's properties are shown in the aerial which is contained in the courtesy notice with an aerial location map. Together the notice and certificate of title demonstrate that my client is an "affected party" entitled to participate in the quasi-judicial proceedings and to a presentation regarding its position with respect to the Plan.

In addition, as an affected party, and in accordance with Section 23.2-16 of the City's Code, my client is entitled to call and examine witnesses, to introduce exhibits into the record, to cross-examine opposing witnesses on any relevant matter, and to rebut evidence presented at the hearing. My client respectfully requests that it be afforded an adequate time to prepare for a hearing so that it can fully participate in a quasi-judicial hearing. The virtual process which is reflected in the courtesy notice for this hearing is inadequate and does not afford my client with any reasonable procedural due process. For example, it is questionable whether witnesses can be virtually sworn in and as such questionable whether a witness is offering "sworn testimony" as required by Section 23.2-16(b) of the City's Code. It is also questionable, at best, to expect that the credibility of witnesses can be adequately measured when their testimony is not "live."

E S T .
1 9 2 4

TBaird@
jonesfoster.com
561-650-8233 T
561-650-5300 F

4741 Military Trail
Suite 200
Jupiter
Florida 33458

Members of the Planning & Zoning Board
July 15, 2020
Page 2

Basic due process requires adequate notice and a reasonable opportunity to be heard. The notice provided for a hearing on this major site plan was not reasonable because it only provided five (5) days for an affected party to secure counsel and prepare for the quasi-judicial hearing. Moreover, the notice and the virtual procedure established for this quasi-judicial proceeding do not afford my client a reasonable time or place in which it can adequately present relevant evidence.

In sum, my client respectfully requests that the noticed hearing be continued so that it has a reasonable time to prepare its presentation, and that a live quasi-judicial hearing with all of the procedural due process safeguards can be conducted. The Board's failure to continue the hearing, as requested, creates an immediate procedural due process claim against the City; a claim that can be easily avoided.

Very truly yours,

JONES FOSTER P.A.

A handwritten signature in black ink, appearing to read 'Thomas J. Baird', is written over a horizontal line. The signature is stylized and cursive.

Thomas J. Baird

Florida Bar Board Certified City, County and Local Government Attorney

TJB:mlh

Enclosures

Cc: Pamala Ryan, Esquire, City Attorney- pryan@torcivialaw.com
Client

4020



IN THE CIRCUIT COURT OF THE JUDICIAL
CIRCUIT IN AND FOR PALM BEACH COUNTY, FLORIDA

CFN 20120118811
OR BK 25096 PG 1687
RECORDED 03/27/2012 15:56:42
Palm Beach County, Florida
AMT 2,500.00
Doc Stamp 17.50
Sharon R. Bock, CLERK & COMPTROLLER
Pgs 1687 - 1688; (2pgs)

GENERAL JURISDICTION DIVISION

CASE NO 2011CA009906

1920 10TH AVENUE, LLC
Plaintiff (s) / Petitioner (s)

vs.

GP CENTREPOINT LDC
Defendant (s) / Respondent (s)

CERTIFICATE OF TITLE
Chapter 45

THE UNDERSIGNED CLERK OF this Court Certifies that a Certificate of Sale was executed and filed in this action on March 7, 2012 for the property described herein and that objections to the sale have either not been filed within the time allowed by statutory law or, if filed, have been heard by the court. The property in Palm Beach County, Florida is described as follows:

For full legal description, see attached

was sold to:

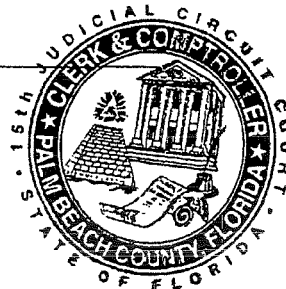
1920 10TH AVENUE, LLC
c/o Rumberger, Kirk & Caldwell, P.A.
80 SW 8th Street, Suite 3000
Miami, FL 33130

WITNESS my hand and seal of this Court on MARCH 26, 20 12

Sharon R. Bock, Clerk & Comptroller, Palm Beach County

By: Donna Wilson
Deputy Clerk

DONNA WILSON



FILED
2012 MAR 26 PM 3:22
SHARON R. BOCK, CLERK
PALM BEACH COUNTY, FL
CIRCUIT CIVIL

PARCEL 1:

The West half of Tract 5, less the South 20 feet thereof, SAWYER'S SUBDIVISION of the West half of Section 21, Township 44 South, Range 43 East, as recorded in Plat Book 5, Page 12, Public Records of Palm Beach County, Florida, LESS the West 25 feet thereof deeded to the City of Lake Worth, Florida, by instrument dated December 20, 1982, recorded January 17, 1983 in Official Records Book 3862, Page 1086, Public Records of Palm Beach County, Florida.

PARCEL 2:

The North 112 feet of the following described parcel:

The East half (E 1/2) of Tract 5, less the North 322 feet, less the East 25 feet, less the South 20 feet and less that parcel taken for 10th Avenue and State Road 6 (1-95) right of way, being Parcel No. 520.1R, Section 9322-2405, SAWYER'S SUBDIVISION of the West half of Section 21 Township 44 South, Range 43 East, as recorded in Plat 5, Page 12, Public Records of Palm Beach County, Florida.



CFN 20140108707
 OR BK 26690 PG 1515
 RECORDED 03/27/2014 12:00:40
 Palm Beach County, Florida
 AMT 2,700,000.00
 Doc Stamp 18,900.00
 Sharon R. Bock, CLERK & COMPTROLLER
 Pgs 1515 - 1519; (5pgs)

This document prepared by:
 Quilling, Selander, Lownds, Winslett & Moser, P.C.
 2001 Bryan Street, Suite 1800
 Dallas, Texas 75201
 File No. 3389.1190

After Recording Return To:
 First American Title Insurance Company
 National Commercial Services
 401 E. Pratt Street, Suite 323
 Baltimore, Maryland 21202
 Attention: Thomas R. Barth
 NCS-648894
 Tax Parcel ID: 28-43-44-21-46-000-0020

This is not a Certificate

SPECIAL WARRANTY DEED

STATE OF FLORIDA §
 §
 COUNTY OF PALM BEACH §

1100 Barnett Drive Holdings, LLC, a Maryland limited liability company ("Grantor"), whose mailing address is c/o CWCapital Asset Management LLC, 7501 Wisconsin Avenue, Suite 500 West, Bethesda, Maryland 20814, for and in consideration of the sum of TEN AND NO/100 DOLLARS (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged from **1100 Barnett Drive Management, LLC**, a Florida limited liability company ("Grantee"), whose mailing address is 230 Lakeview Avenue, PH 5, West Palm Beach, Florida 33401, has GRANTED, SOLD AND CONVEYED, and by these presents does GRANT, SELL AND CONVEY, unto Grantee, the following described property:

- (i) That certain real property in Palm Beach County, Florida, which is described on **Exhibit A** attached hereto and incorporated herein by reference (the "**Land**");
- (ii) All buildings, structures, utility lines, utility facilities, utility improvements, street and drainage improvements, and other improvements of any kind or nature located in, on, or under the Land (all of the foregoing being referred to herein collectively as the "**Improvements**"); and
- (iii) All appurtenances benefiting or pertaining to the Land or the Improvements, including, without limitation, all of Grantor's right, title, and interest in and to all development and utility rights and permits benefiting the Land and all streets, alleys, rights-of-way, or easements adjacent to or benefiting the Land, and all strips or pieces of land abutting, bounding, or adjacent to the Land (all of the foregoing being referred to herein collectively as the "**Appurtenances**").

The Land, Improvements and Appurtenances are collectively referred to herein as the "**Property**".

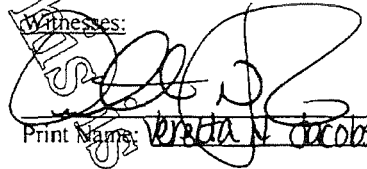
TO HAVE AND TO HOLD the Property, together with all and singular the rights and appurtenances thereto in anywise belonging unto Grantee, and Grantee's successors or assigns, forever;

and, subject to all of the matters set forth or referred to herein, Grantor does hereby bind itself and its successors to WARRANT AND FOREVER DEFEND all and singular the Property unto Grantee, Grantee's successors and assigns, against every person whomsoever lawfully claiming or to claim the same, or any part thereof, by, through or under Grantor, but not otherwise; provided, however that this conveyance is made by Grantor and accepted by Grantee subject to: (a) all of the title exceptions revealed in or by the recorded documents and other matters listed on **Exhibit B** attached hereto and incorporated herein by reference and affecting the Property; and (b) all standby fees, taxes and assessments by any taxing authority for the current and all subsequent years, and all liens securing the payment of any of the foregoing.

GRANTEE ACKNOWLEDGES THAT GRANTOR HAS NOT MADE AND DOES NOT MAKE ANY REPRESENTATIONS AS TO THE PHYSICAL CONDITION OF THE PROPERTY, OR ANY OTHER MATTER AFFECTING OR RELATED TO THE PROPERTY. GRANTEE EXPRESSLY AGREES THAT TO THE MAXIMUM EXTENT PERMITTED BY LAW, THE PROPERTY IS CONVEYED "AS IS" AND "WITH ALL FAULTS", AND GRANTOR EXPRESSLY DISCLAIMS, AND GRANTEE ACKNOWLEDGES AND ACCEPTS THAT GRANTOR HAS DISCLAIMED, ANY AND ALL REPRESENTATIONS, WARRANTIES OR GUARANTIES OF ANY KIND, ORAL OR WRITTEN, EXPRESS OR IMPLIED (EXCEPT AS TO TITLE AS HEREIN PROVIDED AND LIMITED) CONCERNING THE PROPERTY, INCLUDING, WITHOUT LIMITATION, (i) THE VALUE, CONDITION, MERCHANTABILITY, HABITABILITY, MARKETABILITY, PROFITABILITY, SUITABILITY OR FITNESS FOR A PARTICULAR USE OR PURPOSE OF THE PROPERTY, (ii) THE MANNER OR QUALITY OF THE CONSTRUCTION OR MATERIALS, IF ANY, INCORPORATED INTO THE CONSTRUCTION, OF ANY IMPROVEMENTS TO THE PROPERTY; AND (iii) THE MANNER OF REPAIR, QUALITY OF REPAIR, STATE OF REPAIR OR LACK OF REPAIR OF ANY SUCH IMPROVEMENTS. BY GRANTEE'S ACCEPTANCE OF THIS DEED, GRANTEE REPRESENTS THAT GRANTEE HAS MADE (i) ALL INSPECTIONS OF THE PROPERTY TO DETERMINE ITS VALUE AND CONDITION DEEMED NECESSARY OR APPROPRIATE BY GRANTEE, INCLUDING, WITHOUT LIMITATION, INSPECTIONS FOR THE PRESENCE OF ASBESTOS, PESTICIDE RESIDUES, HAZARDOUS WASTE AND OTHER HAZARDOUS MATERIALS AND (ii) INVESTIGATIONS TO DETERMINE WHETHER ANY PORTION OF THE PROPERTY LIES WITHIN ANY FLOOD HAZARD AREA AS DETERMINED BY THE U.S. ARMY CORPS OF ENGINEERS OR OTHER APPLICABLE AUTHORITY.

[Signature Page Follows]

EXECUTED AND DELIVERED, and to be effective as of the 24th day of March, 2014.

Witnesses:

Print Name: Veretta N. Jacobs

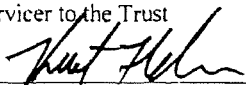

Print Name: William R. Kaufman

GRANTOR:

1100 Barnett Drive Holdings, LLC.
a Maryland limited liability company

By: U.S. Bank National Association, as Trustee, successor-in-interest to Bank of America, N.A., as Trustee, successor by merger to LaSalle Bank National Association, as Trustee for the Registered Holders of J.P. Morgan Chase Commercial Mortgage Securities Corp., Commercial Mortgage Pass-Through Certificates, Series 2003-CIBC7 (the "Trust"), its Sole Member/Manager

By: CWCapital Asset Management LLC, a Delaware limited liability company, solely in its capacity as Special Servicer to the Trust

By: 
Name: Robert Flandrau
Title: Vice President

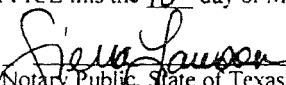
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ACKNOWLEDGMENT

STATE OF TEXAS
COUNTY OF DALLAS

BEFORE ME, the undersigned, a Notary Public, on this day personally appeared Robert Flandrau the Vice President of CWCapital Asset Management LLC, the special servicer to U.S. Bank National Association, as Trustee, successor-in-interest to Bank of America, N.A., as Trustee, successor by merger to LaSalle Bank National Association, as Trustee for the Registered Holders of J.P. Morgan Chase Commercial Mortgage Securities Corp., Commercial Mortgage Pass-Through Certificates, Series 2003-CIBC7, the sole member and manager of 1100 Barnett Drive Holdings, LLC, a Maryland limited liability company, known to me to be the person whose name is subscribed on the foregoing instrument and acknowledged to me that same was executed for the purposes and consideration therein expressed and in the capacity therein stated as the act and deed of said entity.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the 18th day of March, 2014.


Notary Public, State of Texas
My Commission Expires:

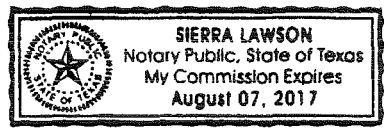


Exhibit A
Legal Description

LOT 2 OF BARNETT BUSINESS PARK, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT
BOOK 86, PAGE(S) 168-169, OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA.

This is not a certified copy

Exhibit A

Exhibit B
Permitted Exceptions

1. Provisions of the Plat of Barcelona Gardens, recorded in Plat Book 13, Page 19.
2. Provisions of the Plat of Barnett Business Park, recorded in Plat Book 86, Page 168.
3. Easement in favor of the City of Lake Worth, Florida recorded in March 27, 1990 in Book 6397, Page 1937.

This is not a certified copy

Exhibit B



DEPARTMENT FOR COMMUNITY SUSTAINABILITY
Planning Zoning Historic Preservation Division
1900 2ND Avenue North
Lake Worth Beach, FL 33461
561-586-1687

COURTESY NOTICE

Dear Property Owner:

This courtesy notice is being provided to all owners within 400 feet of 1900 10th Avenue North. (See location map below) PCN#: 38-43-44-21-02-005-0030.

The Planning and Zoning Board will consider PZB 20-00500003: Request by Anne-Christine Carrie of KEITH on behalf of 1900 10th Ave, LLC for consideration of a Major Site Plan and Conditional Use Permlt to construct Vehicle Fueling/Charging Service Station, Single-Destination Retail, and Restaurant uses at 1900 10th Avenue North within the Mixed-Use West (MU-W) zoning district. The subject property PCN is 38-43-44-21-02-005-0030.

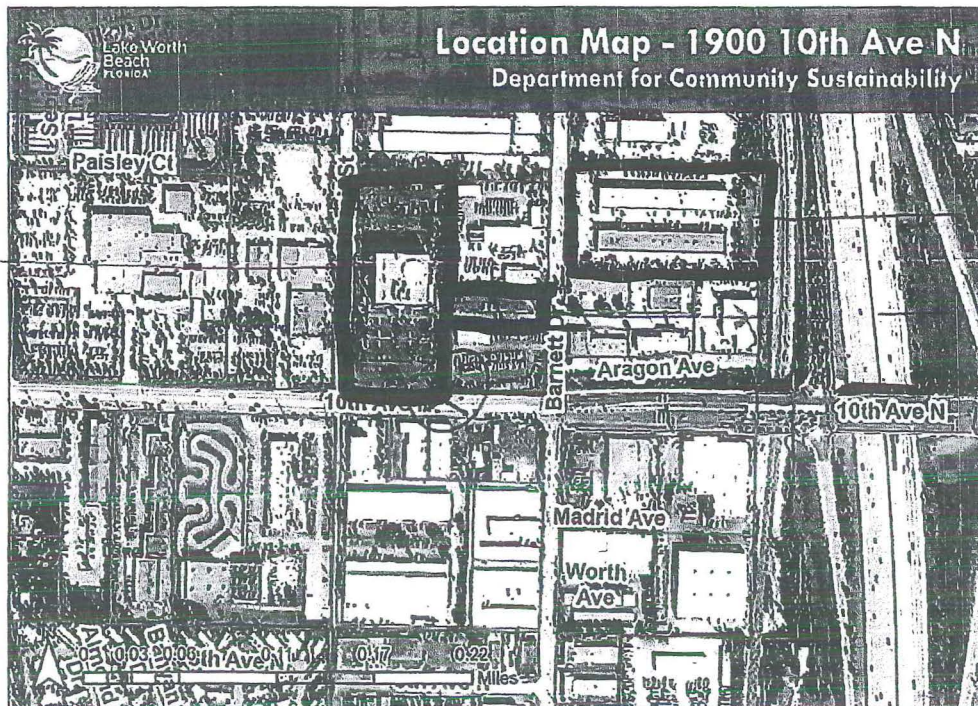
Due to the Novel Coronavirus 2019 (COVID-19) and Federal, State, and Palm Beach County's Declarations of State of Emergency, the City of Lake Worth Beach will conduct Planning and Zoning (PZB) meetings via Communication Media Technology ("CMT"). The meeting will be conducted on Wednesday, July 15, 2020, at 6:00 p.m. or as soon thereafter as possible.

The live streaming and the public comment form can be accessed at <https://lakeworthbeachfl.gov/virtual-meeting/>

Public comment will be accommodated prior to and during the meeting through the web portal. If you are unable to access the web portal during the meeting, please leave a message at 561-586-1687 to be read into the record by a staff member. Mailed written responses can be sent to the Lake Worth Beach Planning and Zoning Board at 1900 2nd Avenue N, Lake Worth Beach, FL 33461 and must arrive before the hearing date to be included in the formal record.

Affected parties, as defined in section 23.1-12 of the Lake Worth Beach Code of Ordinances, who are interested in virtual participation, must notify the City of their status and submit evidence they wish the PZB to consider, five (5) days prior to the meeting for technical accommodation.

In accordance with the provisions of the American with Disabilities Act (ADA) this document may be requested in an alternative format. Persons in need of special accommodation to participate In this proceeding are entitled to the provision of certain assistance. Please call 561-586-1687 no later than five (5) days before the hearing if this assistance is required.



1926 10th Avenue

1100 Barnett Drive
1108 Barnett Drive



DEPARTMENT FOR COMMUNITY SUSTAINABILITY
Planning Zoning Historic Preservation Division
1900 2ND Avenue North
Lake Worth Beach, FL 33461
561-586-1687

August 5, 2020

Anne-Christine Carrie
KEITH
2312 South Andrews Avenue
Fort Lauderdale, FL 33316

RE: PZB #20-00500003 Major Site Plan, Conditional Use and Variance to construct Vehicle Fueling/Charging Station, Single-Destination Retail, and Restaurant uses at 1900 10th Avenue North.

Dear Ms. Anne-Christine Carrie,

Enclosed is the City of Lake Worth Development Order for the above referenced project, granted on Wednesday, July 15, 2020, by the Planning and Zoning Board. Please note that per LDR Section 23.2-29(k), any approval of a conditional use shall be void after one year after the date of the approval unless a building permit has been issued for the construction of any facilities needed to house the use, and construction is diligently pursued. An extension of time may be requested by the applicant prior to the expiration of the original approval.

Important: *If you plan to introduce any changes to your approval, please contact our staff. All modifications to the approval must be evaluated by Lake Worth Beach staff and processed accordingly. Finally, a copy of this transmittal letter, the Order, and attached Conditions of Approval must be presented at the time you apply for a business license or building permit with the City of Lake Worth Beach.*

If you have any questions, please do not hesitate to contact Andrew Meyer, Senior Community Planner, at 561-586-1673 or ameyer@lakeworthbeachfl.gov.

Sincerely,

A handwritten signature in black ink, appearing to read "W. Waters", is positioned to the left of the digital signature information.

Digitally signed by William Waters
Date: 2020.08.05 15:27:06
-04'00'

William Waters, AIA, NCARB, LEED AP BD+C, ID, SEED
Community Sustainability Director
City of Lake Worth Beach Department for Community Sustainability

Enclosure



**ORDER OF THE PLANNING AND ZONING BOARD
OF THE CITY OF LAKE WORTH BEACH, FLORIDA**

PROJECT NAME: 7-Eleven, 1900 10th Avenue North, PZB 20-00500003

APPLICANT/OWNER: Anne-Christine Carrie of KEITH / 1900 10th Ave, LLC.

APPLICANT'S ADDRESS: 2312 South Andrews Avenue, Fort Lauderdale, FL 33316

DATE OF HEARING: July 15, 2020

APPROVAL REQUESTED: Major Site Plan, Conditional Use and Variance to construct Vehicle Fueling/Charging Station, Single-Destination Retail, and Restaurant uses at 1900 10th Avenue North.

PROPERTY LOCATION: 1900 10th Avenue North, PCNs: 38-43-44-21-02-005-0030

 X THIS MATTER came to be heard before the Planning and Zoning Board of the City of Lake Worth Beach, Florida, on the date of hearing stated above. The Board, having considered the application, relief sought, and other materials submitted by the Applicant and the City's staff report and other information, and having reviewed the criteria for granting a variance as set forth in Section 23.2-26 of the City's code of ordinances, and having heard testimony from the Applicant, members of the Lake Worth Beach administrative staff, affected parties, and the public, hereby FINDS AND ORDERS as follows:

1. Applications for a Major Site Plan and Conditional Use Permit were made by the Applicant in a manner consistent with the requirements of the Lake Worth Beach Land Development Regulations.

2. The Applicant
 X HAS
 HAS NOT

established by substantial competent evidence a basis for the approval requested.

3. Accordingly, the Applicant's applications for a Major Site Plan and Conditional Use Permit are hereby
 X GRANTED, subject to the conditions referenced herein.
 DENIED

4. Application for a Variance was made by the Applicant in a manner consistent with the requirements of the Lake Worth Beach Land Development Regulations.

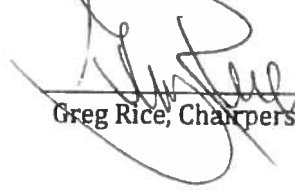
5. The Applicant
 X HAS

___ HAS NOT

met the criteria for a variance as set forth in Section 23.2-26(b)(1-4), of the City's code of ordinances.

- 6. The conditions for the Major Site Plan, Conditional Use Permit, and Variance, as presented by administrative staff, are supported by substantial competent evidence, and are set forth in the CONDITIONS OF APPROVAL, attached, and incorporated herein.
- 7. Accordingly, the Board hereby approves the Major Site Plan, Conditional Use Permit, and Variance, with the CONDITIONS OF APPROVAL.
- 8. This Order shall take effect on the date signed by the chairperson.
- 9. All further development on the property shall be made in accordance with the terms and conditions of this Order.

Signed this ^{5th}~~8th~~ day of August 2020 by the CHAIRPERSON on behalf of the BOARD.



 Greg Rice, Chairperson

BOARD SECRETARY



 Sherie Coale, City of Lake Worth Beach

CONDITIONS OF APPROVAL
PZB CASE No. 20-00500003

Electric Utilities:

1. Prior to the issuance of a Certificate of Occupancy, the following shall be completed:
 - a. Provide the load calculations and voltage requirements
2. Electric Utilities shall approve all easements and/or alternate transformer configurations prior to the issuance of a building permit.
3. Should no alternate transformer and/ or easements be approved by the Electric Utilities, then the following shall be provided and approved prior to the issuance of a building permit:
 - a. Show the service entrance location on the site plan
 - b. Provide a ten ft. clearance in front of the transformer and four ft. on the remaining sides
 - c. Relocate the proposed tree from the transformer location
 - d. Provide a ten foot easement from the transformer location to the power pole across the street on Barnett Drive. Please keep the utility easement free of landscaping or any other structures.

Planning:

1. The landscape screen adjacent to the air/vac mechanical equipment along 10th Avenue North shall be maintained at a height of at least $\frac{3}{4}$ of the height of said equipment so that it is screened from the right-of-way.
2. All proposed signage will be reviewed against the location and size on sheets A200 and A202, as well as in conformance with the Code. Should the type of signage submitted as part of the building permit be significantly different in size, scale, scope, or style from what was indicated in the Site Plan package, the signage will be required to be approved administratively through a Minor Site Plan amendment process prior to the approval of the building permit.
3. There shall be no outdoor display of any kind of merchandise.
4. Prior to the issuance of a building permit, the following shall be completed:
 - a. Continue the fenestration toward the ground across the entire building on both sides of the entrance doors.
 - b. Paint the retail/restaurant building a color other than beige as described in the Major Thoroughfare Design Guidelines; alternative colors and/or materials shall be presented to the PZB for consideration and approval; and architectural plans shall be updated and approved by staff prior to the issuance of a building permit to reflect an alternate color or materials.
 - c. The applicant shall submit a TPS letter from the Palm Beach County Traffic Division prior to the issuance of a building permit.
 - d. The applicant shall provide additional school area signage by working in conjunction with City Staff, the Palm Beach County School Board, and/or Palm Beach County. Any new signage shall be installed prior to the issuance of a Certificate of Occupancy.

Public Works:

1. The issuance of any permits shall comply with all provisions of the Lake Worth Municipal Code and all other applicable standards including but not limited to the Florida Department of Transportation (FDOT), Manual on Uniform Traffic Control Devices (MUTCD), and City of Lake Worth Public Services Construction Standards and Policy and Procedure Manual.
2. Prior to performing work in the right of way, the applicant shall apply for and receive issuance of a "Right of Way/Utility Permit" application.

3. Prior to the issuance of a certificate of occupancy, the following shall be completed:
 - a. the Applicant shall ensure the entire surrounding off-site infrastructure inclusive of the roadway, sidewalk, curbing, stormwater system piping and structures, valve boxes, manholes, landscaping, striping, signage, and other improvements are in the same condition as prior to construction.
 - b. all conditions of approval shall be satisfied under jurisdiction of the Department of Public Services.
 - c. the applicant shall fine grade and sod all disturbed areas with Bahia sod.
 - d. the applicant shall broom sweep all areas of the affected right of way and remove of all silt and debris collected as a result of construction activity.
 - e. the applicant shall restore the right of way to a like or better condition. Any damages to pavement, curbing, striping, sidewalks or other areas shall be restored in kind
4. Prior to the issuance of a building permit, the following shall be completed:
 - a. The applicant shall contact the Lake Worth Drainage (LWDD) District’s Engineering Department and obtain any required permit(s), if necessary, and furnish to the City.
 - b. The applicant shall contact the South Florida Water Management District’s (SFWMD) Engineering Department and obtain any required permit(s), if necessary.
 - c. The Applicant shall contact and meet with a representative from the Public Services Refuse and Recycling Division to confirm dumpster enclosure location, accessibility and demand on property and that it is compatible with the requirements of the Department of Public Services. Refuse Division contact number is 561-533-7344.
 - d. The applicant shall submit an Erosion Control plan and indicate the BMP’s and NPDES compliance practices.

Utilities Water & Sewer:

1. System data shows the site uses an existing 1-inch meter, however the drawing reference utilizing the existing 2-inch service. No taps or fitting are allowed upstream of the City water meter on the City’s water service. The potable water service also requires an RPZ.
2. Prior to the issuance of a building permit, the following shall be completed:
 - a. Ensure the plan conforms/integrates with the Palm Beach County (PBC) Roadway widening/improvement project, and provide an acknowledgement from PBC.
 - b. The vehicular access from Barnett Drive shall permit only right-in/right-out access to and from the site for customer and employee traffic, excluding fuel delivery which can use the driveway for ingress. The improvements limiting such movement shall be approved by the Lake Worth Beach City Engineer, including striping and signage.
 - c. Provide a collection structure in the dumpster pad that is connected to an oil/grease inceptor. This will manage the runoff in this area and will be connected to the stormwater collection system. This shall not be connected to the sanitary sewer system. Minimum size of the oil/grease inceptor is 750 gallons.



**MINUTES
CITY OF LAKE WORTH BEACH
PLANNING & ZONING BOARD MEETING
BY TELECONFERENCE
WEDNESDAY, JULY 15, 2020 -- 6:01 PM**

ROLL CALL and RECORDING OF ABSENCES: Present were- Greg Rice, Chairman; Anthony Marotta, Vice Chairman; Mark Humm; Daniel Tanner; Laura Starr, Michael Glaser. Also present were – Alexis Rosenberg and Andrew Meyer – Senior Community Planners; Erin Sita, Asst. Director for Community Sustainability; William Waters, Director for Community Sustainability; Pamala Ryan, Board Attorney; Sherie Coale, Board Secretary.

PLEDGE OF ALLEGIANCE

ADDITIONS / DELETIONS / REORDERING AND APPROVAL OF THE AGENDA

APPROVAL OF MINUTES:

A. June 17, 2020 Meeting Minutes

Motion: A. Marotta moves to approve the June 17, 2020 minutes as presented; M. Humm 2nd.

Vote: Ayes all, unanimous.

CASES:

SWEARING IN OF STAFF AND APPLICANTS – Board Secretary swore in those wishing to give testimony.

PROOF OF PUBLICATION: Included in the meeting packet.

- 1) Palm Beach Post Proof of Publication
- 2) LW Herald Proof of Publication

WITHDRAWALS / POSTPONEMENTS: None

CONSENT: None

PUBLIC HEARINGS:

BOARD DISCLOSURE: M. Glaser spoke to property owner Fred Schmidt regarding PZB 20-00500003.

UNFINISHED BUSINESS:

NEW BUSINESS:

- A. PZB Project Number 20-00500003:** Request by Anne-Christine Carrie of KEITH on behalf of 1900 10th Ave, LLC for consideration of a Major Site Plan, Conditional Use and Variance to construct Vehicle Fueling/Charging Station, Single-Destination Retail, and Restaurant

uses at 1900 10th Avenue North within the Mixed-Use West (MU-W) zoning district. The subject property PCN is 38-43-44-21-02-005-0030.

Board Attorney: States there are two affected property owners, one abutting and one adjacent. One of the two (abutting) requested this meeting to be postponed. Board members received copy of communications between the Board Attorney and said owner of abutting property.

Staff: A. Meyer presented case findings and analysis and provided an explanation of Mixed-Use West non-residential uses. Explained the existing conditions include a vacant parking lot with virtually no landscaping. The proposed project includes 14 fuel pumps (7 piers), restaurant with seating (Laredo Taco) as well as retail. Based on analysis it is compatible with the surrounding properties and consistent with the Comprehensive Plan and Strategic Plans. Further, it is consistent with LDR Section 23.2-31 (c) qualitative development standards for a Major Site Plan; community appearance criteria LDR Section 23.2-31(l), variance criteria LDR Section 23.2-26(b) and Major Thoroughfare Design Guidelines. The Conditional use is consistent with design and performance standards for vehicle filling station. Staff suggests a TPS letter from PBC Traffic Division. Water and Sewer condition 2.b modified. Planning condition added prohibiting outdoor display of merchandise.

W. Waters clarifies the project does not go to City Commission for approval. This is a decision not a recommendation.

Applicant's representative: Brian Seymour-Gunster Law Firm, representing 7-Eleven- the applicant is the property owner, 7-11 is the tenant. In response to a comment in the previously mentioned letter, that a good business owner always reaches out to neighbors. Had the client reached out, they would have gladly reached out to Mr. Baird's client. It is not an opportunity to ask on the day of the meeting to postpone. Noticing was in sufficient time (properly noticed according to statute), this is not a circumstance where they are not willing, just not given the opportunity. It is not a residential area where they would have initiated any reach out. Stand willing to answer and be cross-examined.

Tenant representative: Josh Long, AICP planner with the law firm -7-Eleven is a leader and this is a new model store, unique and different from the past. Powerpoint shows 85 truck parking spots and essentially no landscaping, increases the city heat island effect. Property does not have a right angle at corner of Barnett and 10th. This is nothing but a parking lot. It is a commercial area typical of 80's and 90's when constructed. The proposed landscaping will dramatically increase the permeability of the site with reduction in lot coverage. Adding a deceleration lane to the westbound (right in) entrance off of 10th Ave N. Barnett Drive will be right in (southbound) right out(southbound) only. Dramatic increase to landscaping (43 trees of which 23 will be canopy trees) along 10th Ave N. and along Barnett Drive. Presents 2 revisions to color schemes in response to the City request to provide other options, mechanical is shielded. They comply with Major Thoroughfare Design Guidelines and Community Appearance Guidelines are met. In agreement with the revised Conditions as presented in addition to the conditions attached.

Board attorney: Gives option to affected parties if they wish to give a presentation at this time. Party 1 decided to wait until after Board questions. Party 2, having requested additional time but not received, has not had time for preparation of a presentation, present to express concerns.

Board: M. Glaser states the other side of 10th there is a problem with traffic. Would like to hear about traffic impact and how it relates to the school. Questions eastbound and westbound traffic egress and ingress.

Traffic Engineer- Lisa Bernstein-The traffic will still come in on Barnett (southbound direction only) but not farther to the north. 3 trips, the volumes taken were based on PBC data which were more current. The counts at the intersection showed no change in level of service due to the project. Intent is most traffic will be off of 10th, with sufficient stacking west of the Barnett light. Net new trips are 47 entering and 47 exiting at peak periods 7-9 am and 4-6 pm.. Northbound on Barnett will be a painted island prohibiting left in with the exception of the fuel truck any other movements would be a ticketable offense. Sufficient stacking eastbound on 10th Avenue North in a middle lane.

Board: G. Rice: -How will the businesses on the east side of Barnett access 7-Eleven?

Traffic Engineer: Hopefully they walk, the peak periods of usage for the retail are typically late afternoon rather than morning.

Staff: E. Sita states the right in right out of Barnett, was a result of the initial condition by PBC and to take pressure off Barnett; if Board choses they could ask that PBC give full access off of Barnett. Josh Long states the monument sign will be on SE corner, directional signage will be near egress/ingress points. M. Humm wonders if consideration been given to the fact that a Dunkin Donut exists on the south side? L. Starr- asks if consideration has been given to how many other 7-Elevens are within the area?

Traffic Engineer: Defines/pinpoints the peak hour as being the hour within the am and pm windows of highest traffic counts.

Tenant Representative: Brandon Wolf – 7-Eleven corporate- Various marketing studies show traveler habits, local residents, pedestrian traffic and how to capture a different customer. Do not want to cannibalize the business of nearby existing 7-Eleven's. All real estate transactions occur prior to selection of franchisee. This is a corporate location and for the first four (4) years not available for franchising for at least that four years. Doing well in Texas. Maintenance is by the tenant.

Board: G. Rice asks if the corporate would continue to own the property? Yes, lease is 15-year initial term with three- or four-year options. L. Starr- all eating inside? Yes, a few tables and lean bars in approximately 800 square feet. A. Marotta- asks of the City Attorney to explain the ability of Board to hold a quasi-judicial hearing. Pamala Ryan-surprised that Mr. Baird isn't having some quasi-judicial hearings in cities that he represents. Courts, Governor and State has been clear this is acceptable provided the right to be heard is offered. Mr. Baird's client's claim of insufficient notice is another issue. The court system, which is completely judicial non-jury trial has held virtual meetings. The Board Secretary visually verifies those taking oath. If he chooses to appeal, proceed. Does not believe the issue has merit. Comfortable with the Board moving forward. A. Marotta clarifies whether the affected party has been deprived of opportunity to speak, present or cross-examine due to being virtual. P. Ryan- They did not call or contact the city, we were solid on our notice. The letter was received in the late afternoon this day of the hearing, they have the opportunity to speak/testify and cross examine. Being unprepared is not an indicator of insufficient notice. A. Marotta- is the shape of the land and traffic flow sufficient criteria to necessitate the variance? W. Waters - the eight (8) foot variance is the minimum required to meet facilitate the two (2) way traffic flow. A. Marotta- questions if either color scheme would be satisfactory to staff? W. Waters would like to work with the applicant to meet Design Guidelines. as is in the Conditions to which the applicant agrees. A. Marotta- the TPS has to come back as acceptable. G. Rice says we should finally get to choose some colors other than mural colors.

Staff: E. Sita: staff advocated for the abundance of landscaping. Mixed-Use allows the most intense commercial uses; east of I-95 is a different zoning district. W. Waters- a great deal of the traffic will come from local residents and school children.

Public Comment: None

Affected Party- Fred Schmidt: Co-owners of buildings facing Aragon Avenue and Barnett Drive- even though there was compliance with the letter of the notice but shocked that the notice was received after the July 4 weekend. Other projects have gone to City Commission and thought this would too. Traffic is difficult. Conditional use is conditional provided nearby businesses aren't disturbed. Doesn't show well during rush hours so they show to potential tenants during off hours. Seems to be too big for the site. Worried about school children when school re-opens. D. Hiatt- no traffic signal, this is nothing but a giant WAWA on a smaller property. Comparisons to the 7-Eleven at Lantana and Dixie. The FedEx property is busy as is Action Mobility. Believes the parcel (truck rental facility) was accessory to Wayne Akers. Asks if the street is concurrent with PBC standards? Objects to the project. Are alcoholic beverages being sold. **Response:** Brandon Wolf- yes beer and wine.

Applicant's Representative: Brian Seymour asks what prompts the comparison to the Lantana/ Federal Highway station. D. Hiatt lives there. There are 6 pumps at Lantana Road with 50% less traffic than 10th Avenue and is congested. G. Rice to Mr. Hiatt if there is a school crossing guard? Response- no however parents park/wait on their property for students. D. Tanner questions if a reduction in pumps would significantly reduce the trips?

Traffic Engineer: Lisa Bernstein- would have to calculate if there would be a difference. Square footage and numbers of pumps. Josh- 7 pumps=14 fueling stations. Brandon Wolf- 6 pumps in Lantana vs. 7 pumps at this location.

Staff: William Waters: Comparison 6 story with 140K square feet, the proposed project is a 4% (proposed design) of what could go there. E. Sita - regardless of who/what goes here, it will be an intensive use encourages the Board to look at compatibility, is it an appropriate use, does staff want to see tax dollars.

Board: M. Glaser- regarding the right turn north onto I-95 from 10th Avenue North. Has the light been changed? **Response:** The county would be the reviewing party, not FDOT.

Affected Party-Paco Gil: owns several properties in the area. Site signs were small and recent. Re-iterates the school children about why they are hanging around. Cars cut through their property, this will only add significant problems, doesn't see it to be a good for the area. D. Hiatt- unhappy with the postmark date of July 2, claiming it wasn't received until 5 days later and if it was a strategic maneuver. In the real world, one can't secure an attorney within that time period.

Applicant's Representative: Brian Seymour- Friday mail was delivered, no one reached out to them and they would have spoken with them. The process was met and there was no "strategy" to the noticing.

W. Waters indicates notice was provided 12 days in advance of the required 10 days.

Board Attorney: The debate about the noticing is off track. Regardless it would not have been sufficient notice for the affected parties.

Board: D. Tanner likes the landscape, no issue with the setback, and although there are traffic concerns, it is not the most intense use of this site. Laura Starr – this is a new model planned for Florida? **Response:** Yes with 500-800 square feet for restaurant with 16 seats. And number of parking spaces? = 32 M. Glaser believes more time should be given for review by neighbors, let

them retain attorneys and postpone. G. Rice: who would bear the cost of re-advertising (it could be postponed) A. Marotta- likes the landscaping, and the proposed project is not even the most intense use but a project by right which has met noticing requirements regardless of whether we like it or not. G. Rice: knows what it's like to enjoy a vacant next-door property then suddenly the highest and best use comes in. That's the unfortunate part of living with familiar comfortable things when they suddenly disappear. We are not use to walking, traffic **is** South Florida. Has concerns about why there is no school crossing guard at that location. Even though giving more time would be nice and could be done, what would change in a month when its permitted by right, and the maximum buildout could be a six (6) story building. M. Glaser

Applicant's Representative: Brian Seymour willing to agree to a condition to work with county and city staff to install school signage as appropriate. M. Glaser asks if flashers would be part of that?

Traffic Engineer: Lisa Bernstein- there is a flasher at the beginning of the school zone. The zone has to be determined, the zone is farther north on Barnett not at the intersection of 10th Avenue North and Barnett Drive.

Board: D. Tanner: Is there any improvement plan for Barnett Drive. 7-Eleven shouldn't be held responsible for a 20-year traffic concurrency deficiency.

Board Attorney: Don't go back to bring in additional questions; move forward with evidence presented and deliberate.

Motion: A. Marotta moves to approve 20-00500003 with staff recommended conditions, the condition added during staff presentation, the added condition to work with staff and county for additional school signage; D. Tanner 2nd.

Vote: 4/2 Michael Glazer and Mark Humm dissenting.

B. PZB / HRPB Project Number 20-03100003: Consideration of an ordinance to amend Chapter 2 regarding application fees and Chapter 23 "Land Development Regulations" regarding changes to adopt a digital zoning and future land use map, site plan review, pervious and impervious surfaces, outdoor storage, and modifications to development standards and requirements for fence, walls and gates.

Staff: E. Sita presents and further defines the proposed changes to the Chapter 2 and 23 of City Code of Ordinances.

Board: No questions.

Motion: A. Marotta moves to recommend approval of 20-03100003 to City Commission; M. Humm 2nd.

Vote: Ayes all, unanimous.

C. PZB / HRPB Project Number 20-00400003: Consideration of an ordinance to amend Chapter 23 "Land Development Regulations" that includes changes to add new uses and to consolidate and clarify existing uses, including modifications to definitions, use tables, and development standards.

Staff: E. Sita- This amendment clarifies existing use definitions; new uses are added brewery, distilleries, money business services and storage-specialty. and use table clean-up of old uses. Deletion of columns because they are regulated in other underlying zoning districts. Planned Developments; FEC overlay; Hotel overlay.

William Waters: There are some projects are awaiting this change in use tables.

Board: G. Rice-How was the calculation made regarding what type of use or impact where breweries/distilleries being proposed? **Response:** More stringent regulations would be in the Downtown corridor and relaxed when moving into a more industrial area; Capacity and how many deliveries were criteria/ performance standards used as to when it would become a nuisance. The most intense proposals would be located in IPOC. G. Rice: If the square footages were too tight or too loose it would not be profitability. W. Waters: Followed the state definition of brewery and distillery, the distillery is exactly ½ the size of a brewery. Spirits under Specialty, Beer and Ale under Microbrewery. State does not allow the two (2) types to be combined. Currently a distillery allows tasting on premises, consumption off premises. W. Waters mentions the open container law in effect in Palm Beach County.

M. Glaser states planners have conquered all. Once upon a time a person could walk into a Building Department and get a permit. It is complicated now.

Motion: A. Marotta moves to recommend approval to City Commission PZB / HRPB 20-00400003 ; M. Glaser, 2nd.

Vote: Ayes all, unanimous.

PLANNING ISSUES: W. Waters July 28, 1st or 2nd meeting in August. Board will be busy in the fall. Zoom will continue through the month of August. Planning & Zoning Board meetings will be going back to the first Wednesday in August. Brock Grill is leaving the area for a new job.

PUBLIC COMMENTS (3-minute limit) None

DEPARTMENT REPORTS: W. Waters Comp Plan changes received by State and will be heard on July 28 by City Commission; the Bohemian will also be heard by City Commission. May receive an invitation for the topping out for the Mid.

BOARD MEMBER COMMENTS: None

ADJOURNMENT: 8:53 PM



CITY OF LAKE WORTH BEACH

Community SustainabilitySM

New Business Item A

PZB 20-00500003: Request by Anne-Christine Carrie of KEITH on behalf of 1900 10th Ave, LLC for consideration of a:

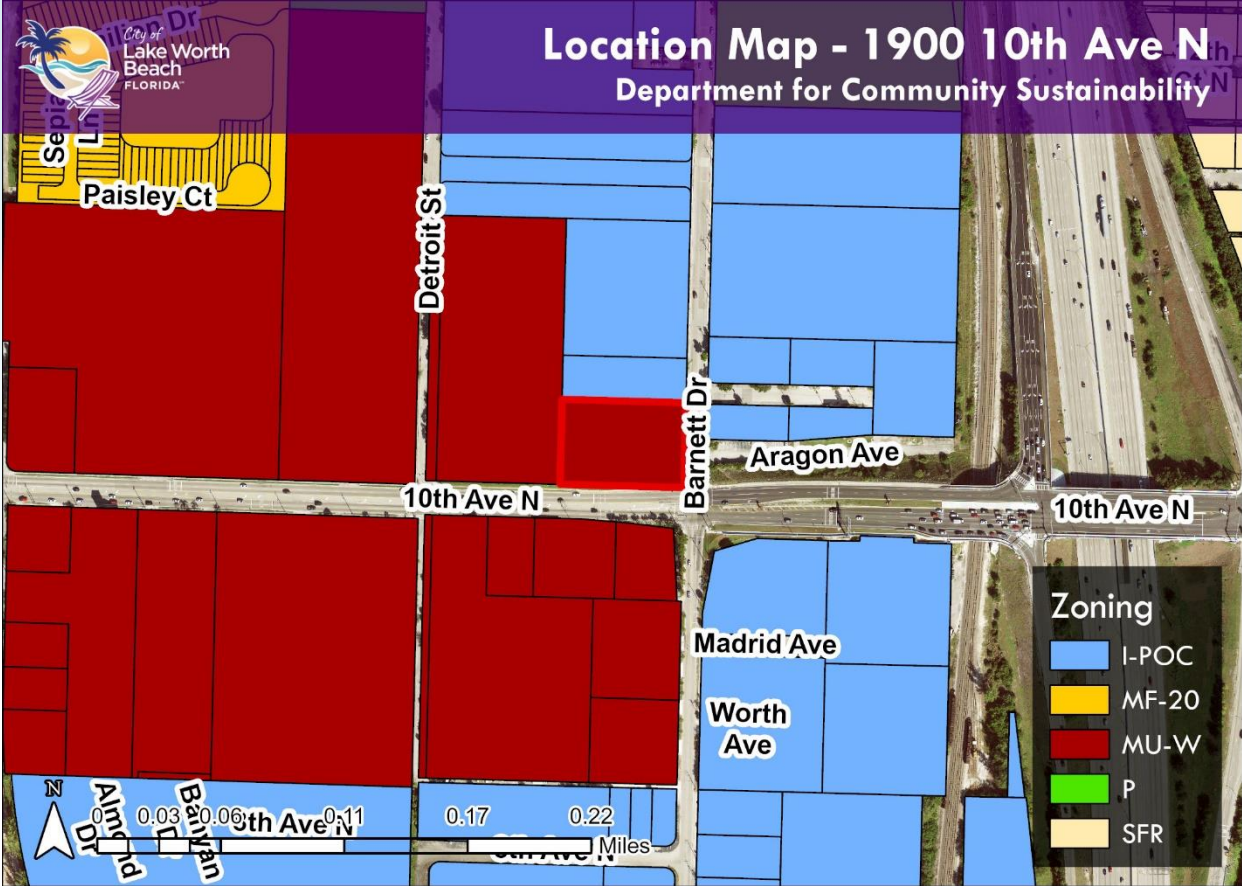
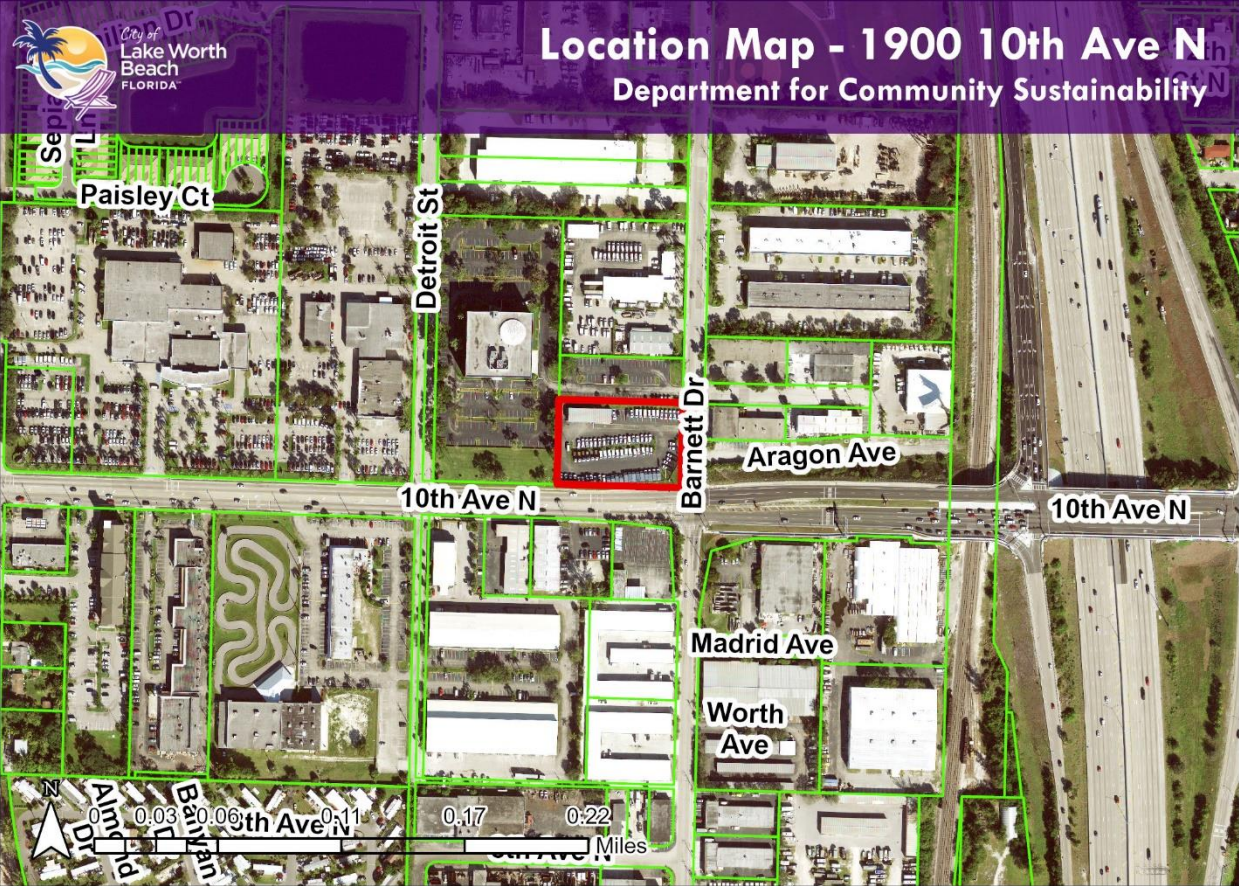
- Major Site Plan,
- Conditional Use,
- and Variance

to construct Vehicle Fueling/Charging Station, Single-Destination Retail, and Restaurant uses at 1900 10th Avenue North within the Mixed-Use West (MU-W) zoning district.

Background/Proposal

- Background
 - Project Manager: Anne-Christine Carrie, KEITH
 - Owner: 1900 10th Ave, LLC
 - Address: 1900 10th Avenue North
 - The owner is requesting to build a 7-Eleven retail store with quick-service restaurant and 14 fuel pumps.
- Request to the Board
 - **Major Site Plan** for 4,730 s.f. retail and restaurant building and 3,520 s.f. canopy structure
 - **Conditional Use** for Vehicle Fueling/Charging Station, Single-Destination Retail, and Restaurant uses
 - **Variance** of 8 feet from Maximum Front Setback regulations for a 40 foot setback from 10th Avenue North

Site Location



Zoning: Mixed-Use West

- Section 23.3-18: MU-W – Mixed-Use West

- a) *Intent.* The "MU-W mixed use district" is intended to provide for the establishment and expansion of a broad range of office and commercial uses, including moderate intensity and higher intensity commercial, hotel/motel and medium-density multiple-family residential development along the city's western thoroughfares. The establishment of certain uses is subject to conditional use review to ensure they will not create excessive problems for through traffic, or have a negative impact on nearby residential areas or the commercial viability of their neighbors. The district implements in part the mixed use land use category of the Lake Worth Comprehensive Plan.

Provision is made for the establishment of the following nonresidential uses for all areas of the district:

(1) Low to high intensity commercial uses.

(2) Low to high intensity office uses.

(3) Low to high intensity retail uses.

(4) Low to high intensity personal service uses.

(5) Low to high intensity cultural and artisanal arts.

(6) Low to high intensity institutional uses.

(7) Residential apartments as related uses in structures with office, retail, or commercial uses as primary uses.

Existing Conditions

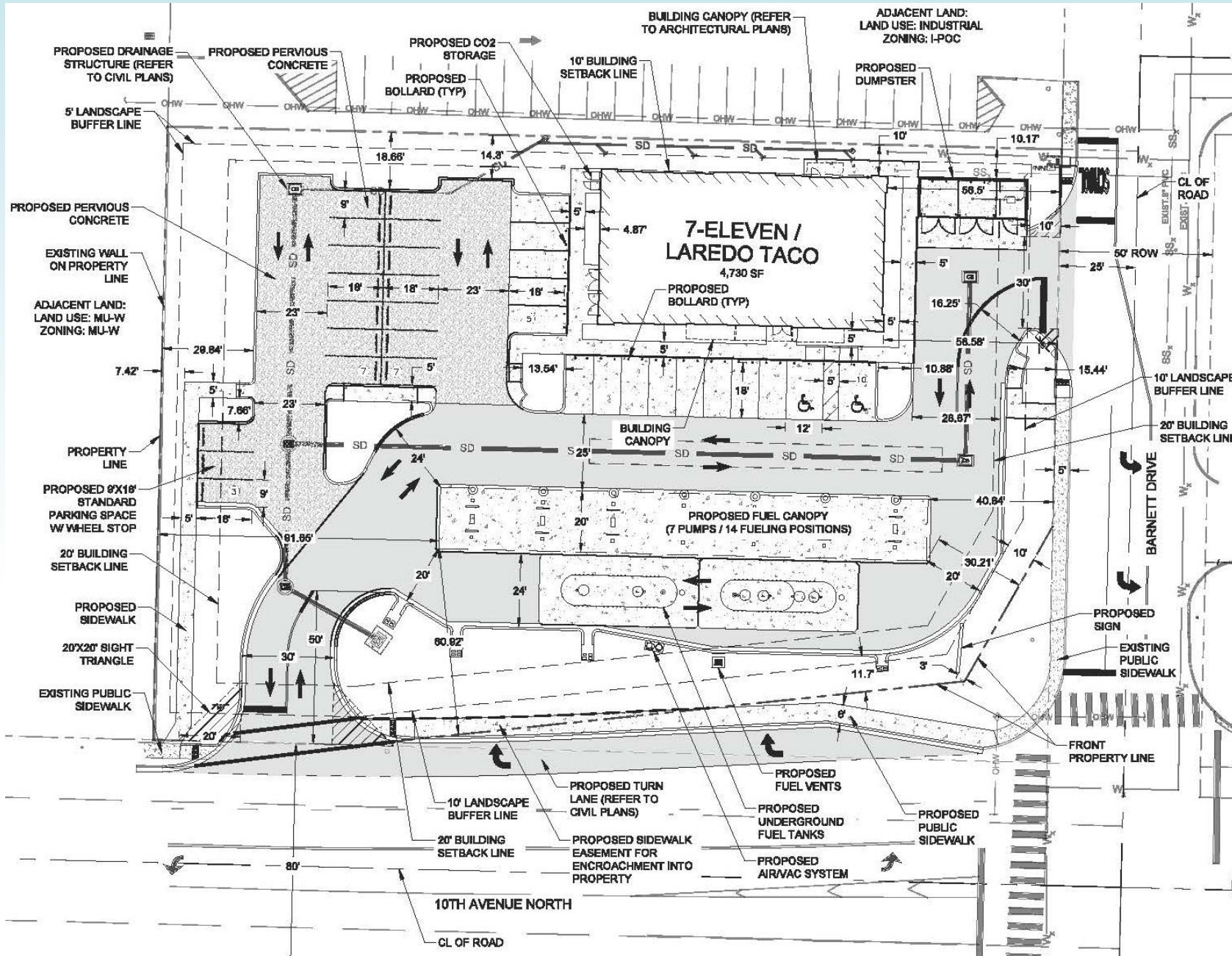


Barnett Drive looking West



10th Avenue North looking Northwest

Site Plan



Elevation (South Façade)



1 FRONT ELEVATION
 SCALE: 1/4" = 1'-0"

Analysis

Direction	Future Land Use	Zoning District	Current Use/ Name of Development
North (adjacent)	I (Industrial)	I-POC	Parking Lot
South (across 10 th Ave N)	MU-W	MU-W	Mobility Device and Turf Sales
East (across Barnett Dr)	I	I-POC	Office and Warehouse
West (adjacent)	MU-W	MU-W	Warehouse/Contractor Office

Analysis

- Consistent with the Comprehensive Plan
 - Policy 1.1.1.6 Mixed-Use West
- Consistent with the Strategic Plan
 - Pillar IV.A Achieve economic and financial sustainability through a versatile and stable tax base
 - Pillar IV.D Influence the supply and expansion of jobs
 - Pillar IV.E Ensure development that anticipates and embraces the future

Analysis

- Major Site Plan
 - Consistent with the qualitative development standards (LDR Section 23.2-31(c))
 - Organized in an efficient manner
 - Provides additional landscaping and pervious area than what currently exists
 - Provides for safe circulation of pedestrians and vehicles
 - Consistent with the community appearance criteria (LDR Section 23.2-31(l))
 - Conforms to scale and style of surrounding area
 - Landscape and layout consistent with the Major Thoroughfare Design Guidelines
- Variance
 - Consistent with the required findings for variance approval (LDR Section 23.2-26(b))
 - Provisions force the fuel canopy to be set back beyond the maximum building setback line.

Analysis

- Conditional Use
 - Consistent with the design and performance standards for vehicle filling stations (LDR Section 23.4-13(c)(1)(A)(2)(c))
 - lot size
 - pump island setbacks
 - overhead canopies
 - curb cuts
 - Consistent with the general findings to harmony with the LDRs and protection of public interest (LDR Section 23.2-29(d))
 - The proposed uses are the types and intensities of uses currently anticipated within the Mixed-Use West zoning district and future land use designations, and provides activity on a currently unused parcel of land.

Analysis

- Conditional Use (cont'd)
 - Consistent with the specific standards for all conditional uses (LDR Section 23.2-29(e))
 - Subsection 1: Staff has requested the applicant obtain a TPS Letter from the Palm Beach County Traffic Division. The applicant has obtained an TPS initial comment letter which outlines several requirements, including:
 - Extend the southbound left turn lane storage length on Barnett Drive at 10th Avenue North
 - Barnett ingress/egress configured as right-in/right-out only movement to eliminate a left turn from Barnett.

Should the county require any additional improvements, the applicant will be required to bring the project back through a site plan amendment process.
 - Subsection 2: 10th Avenue North is classified by PBC as an Urban Minor Arterial roadway. The applicant has provided a traffic study which states that the proposed development will generate 1,367 net daily trips, with 94 AM Peak Hour trips and 94 PM Peak Hour trips. Staff believes the majority of these trips will be from existing traffic travelling along 10th Avenue North, however the project will be limited to right-in, right-out movements off of Barnett Drive to limit the impact on local roads.

Modification:

Utilities: Water & Sewer Condition 2.b

Original Condition:

~~*b. Provide the egress from Barnett Drive as egress only.*~~

Revised Condition:

b. The vehicular access from Barnett Drive shall permit only right-in/right-out access to and from the site for customer and employee traffic, excluding fuel delivery which can use the driveway for ingress. The improvements limiting such movement shall be approved by the Lake Worth Beach City Engineer, including striping and signage.

Addition: Planning Condition

Proposed Condition:

There shall be no outdoor display of any kind of merchandise

Staff Recommendation

- Staff has reviewed the documentation and materials provided, applying the applicable guidelines and standards found in the City of Lake Worth Beach Zoning Code.
 - The proposed use, site plan, and variance requests all meet the criteria of the Comprehensive Plan and LDRs.
 - The analysis has shown that the required findings can be made with respect to the Major Site Plan, Conditional Use, and Variance request.
 - The use as proposed is in harmony with the underlying zoning district and surrounding areas, subject to compliance with staff's proposed conditions of approval.
- Therefore, staff **recommends approval with the conditions listed in the staff report and with the modification provided during this presentation.**



CITY OF LAKE WORTH BEACH

Community
SustainabilitySM

Conditions of Approval

Electric Utilities:

1. Prior to the issuance of a Certificate of Occupancy, the following shall be completed:
 - a. Provide the load calculations and voltage requirements
2. Electric Utilities shall approve all easements and/or alternate transformer configurations prior to the issuance of a building permit.
3. Should no alternate transformer and/ or easements be approved by the Electric Utilities, then the following shall be provided and approved prior to the issuance of a building permit:
 - a. Show the service entrance location on the site plan
 - b. Provide a ten ft. clearance in front of the transformer and four ft. on the remaining sides
 - c. Relocate the proposed tree from the transformer location
 - d. Provide a ten foot easement from the transformer location to the power pole across the street on Barnett Drive. Please keep the utility easement free of landscaping or any other structures.

Planning:

1. The landscape screen adjacent to the air/vac mechanical equipment along 10th Avenue North shall be maintained at a height of at least $\frac{3}{4}$ of the height of said equipment so that it is screened from the right-of-way.
2. All proposed signage will be reviewed against the location and size on sheets A200 and A202, as well as in conformance with the Code. Should the type of signage submitted as part of the building permit be significantly different in size, scale, scope, or style from what was indicated in the Site Plan package, the signage will be required to be approved administratively through a Minor Site Plan amendment process prior to the approval of the building permit.
3. There shall be no outdoor display of any kind of merchandise.
4. Prior to the issuance of a building permit, the following shall be completed:
 - a. Continue the fenestration toward the ground across the entire building on both sides of the entrance doors.
 - b. Paint the retail/restaurant building a color other than beige as described in the Major Thoroughfare Design Guidelines; alternative colors and/or materials shall be presented to the PZB for consideration and approval; and architectural plans shall be updated and approved by staff prior to the issuance of a building permit to reflect an alternate color or materials.
 - c. The applicant shall submit a TPS letter from the Palm Beach County Traffic Division.

Conditions of Approval

Public Works:

1. The issuance of any permits shall comply with all provisions of the Lake Worth Municipal Code and all other applicable standards including but not limited to the Florida Department of Transportation (FDOT), Manual on Uniform Traffic Control Devices (MUTCD), and City of Lake Worth Public Services Construction Standards and Policy and Procedure Manual.
2. Prior to performing work in the right of way, the applicant shall apply for and receive issuance of a "Right of Way/Utility Permit" application.
3. Prior to the issuance of a certificate of occupancy, the following shall be completed:
 - a. the Applicant shall ensure the entire surrounding off-site infrastructure inclusive of the roadway, sidewalk, curbing, stormwater system piping and structures, valve boxes, manholes, landscaping, striping, signage, and other improvements are in the same condition as prior to construction.
 - b. all conditions of approval shall be satisfied under jurisdiction of the Department of Public Services.
 - c. the applicant shall fine grade and sod all disturbed areas with Bahia sod.
 - d. the applicant shall broom sweep all areas of the affected right of way and remove of all silt and debris collected as a result of construction activity.
 - e. the applicant shall restore the right of way to a like or better condition. Any damages to pavement, curbing, striping, sidewalks or other areas shall be restored in kind
4. Prior to the issuance of a building permit, the following shall be completed:
 - a. The applicant shall contact the Lake Worth Drainage (LWDD) District's Engineering Department and obtain any required permit(s), if necessary, and furnish to the City.
 - b. The applicant shall contact the South Florida Water Management District's (SFWMD) Engineering Department and obtain any required permit(s), if necessary.
 - c. The Applicant shall contact and meet with a representative from the Public Services Refuse and Recycling Division to confirm dumpster enclosure location, accessibility and demand on property and that it is compatible with the requirements of the Department of Public Services. Refuse Division contact number is 561-533-7344.
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 - ~~b. Provide the egress from Barnett Drive as egress only~~ The vehicular access from Barnett Drive shall permit only right-in/right-out access to and from the site for customer and employee traffic, excluding fuel delivery which can use the driveway for ingress. The improvements limiting such movement shall be approved by the Lake Worth Beach City Engineer, including striping and signage.
 - c. Provide a collection structure in the dumpster pad that is connected to an oil/grease inceptor. This will manage the runoff in this area and will be connected to the stormwater collection system. This shall not be connected to the sanitary sewer system. Minimum size of the oil/grease inceptor is 750 gallons.

7-Eleven @ 1900 10th Avenue North



LAKE WORTH BEACH
PLANNING & ZONING BOARD
JULY 15, 2020

PZB PROJECT # 20-00500003



REQUEST



7-ELEVEN @ 1900 10th Avenue North

- 1. Major Site Plan:** For the development of a 4,730 sq. ft. retail and restaurant building and a 3,520 sq. ft. fuel canopy structure.
- 2. Conditional Use Permit:** To establish Vehicle Fueling/Charging Station, Single-Destination Retail and Restaurant Uses.
- 3. Variance:** An eight (8) foot variance from the maximum building setback line to allow for a front setback of forty (40) feet from 10th Avenue North.

Summary



- Site is Vacant and approximately 1.24 acres in size, located on NW Corner of 10th Avenue North & Barnett Drive
- Zoning is Mixed-Use West (MU-W)
- Site was formerly used as Vehicle Rental Lot for Wayne Akers Ford
- 7-Eleven plans on upgrading entire site w/ a new modern Retail and Restaurant Building & Canopy for a Fueling/Charging Station use.
 - 4,730 Sq. Ft. Retail & Restaurant Building
 - 4,496 Sq. Ft. Retail
 - 234 Sq. Ft. Restaurant
 - 3,520 Sq. Ft. Canopy Structure
 - 7 Fueling Pumps (14 Fueling Positions)



Aerial of Site



Close-Up Aerial of Site



Current Site Conditions



Current Site Conditions



Current Site Conditions



Adjacent Buildings (south side of 10th Ave N)



Adjacent Building (west side of Site)



Adjacent Building (east side of Site)

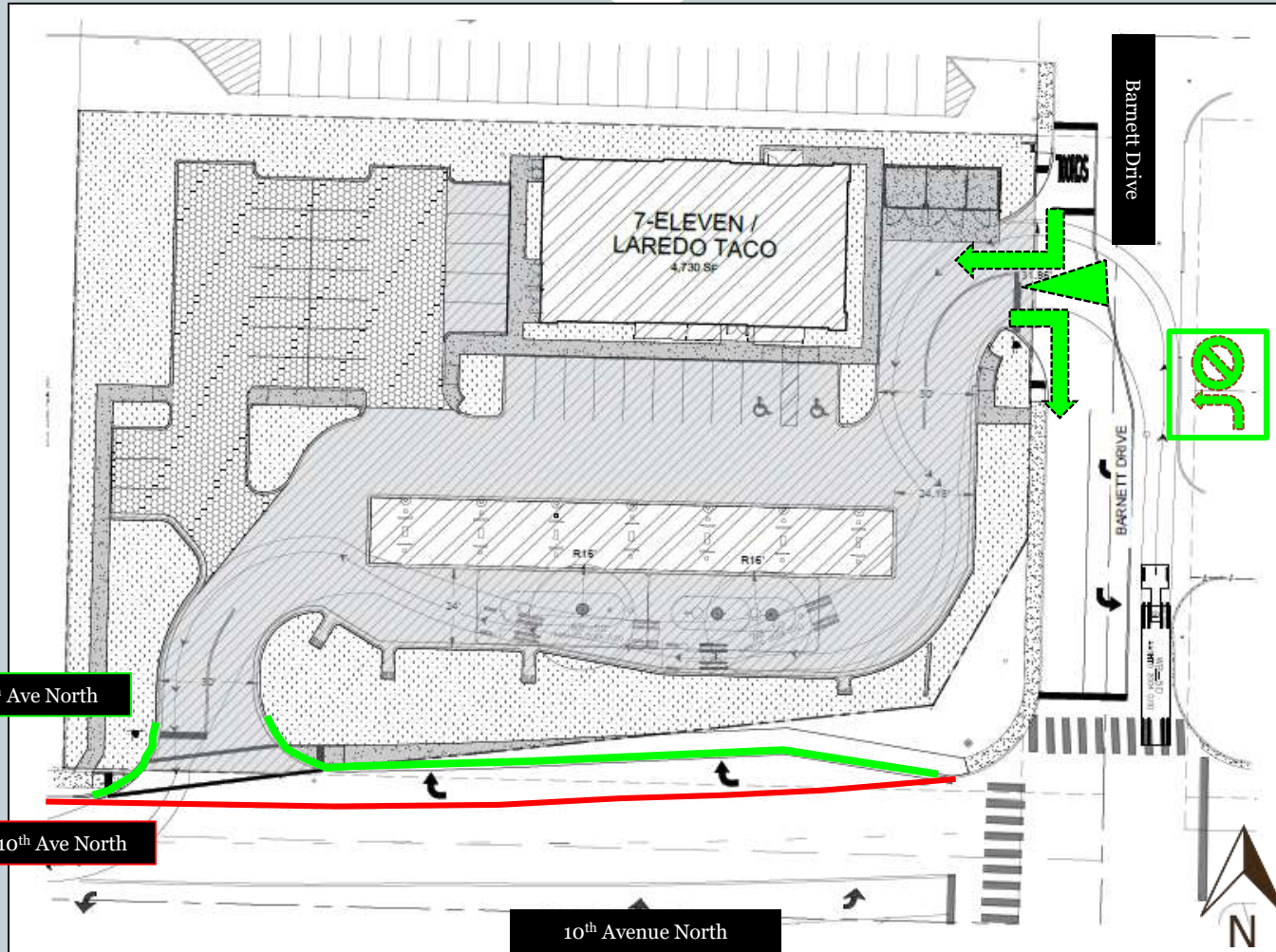


Application Analysis



- Project will increase taxable value of property
- The Proposed Conditional Uses are Allowed & Appropriate
- MU-W Zoning allows highest intensity of use
- Proposal Complies with all City Standards
- Project will provide enhanced architecture & landscaping
- Project provides improved traffic circulation
- Project will provide multiple jobs of diverse skill sets
- Project will support adjacent Lake Worth Park of Commerce & State transportation network facilities

Site Plan



New curb line on 10th Ave North

Existing curb line on 10th Ave North

10th Avenue North

Barnett Drive

er



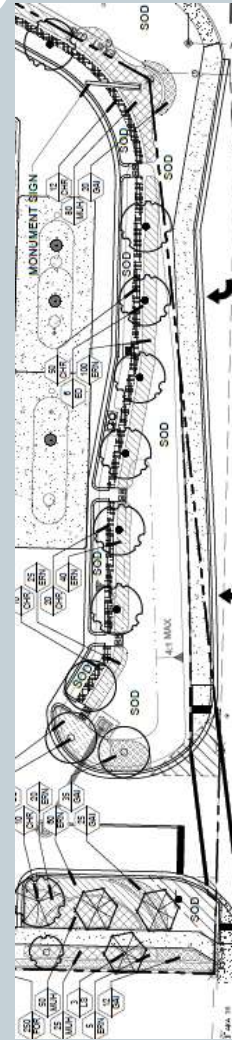
New 10th Avenue North Entrance (Improved Traffic Circulation)



Street Frontage 10th Avenue North



10th Avenue North
Landscaping & Sidewalk



Japanese Blueberry



Queen Crepe Myrtle

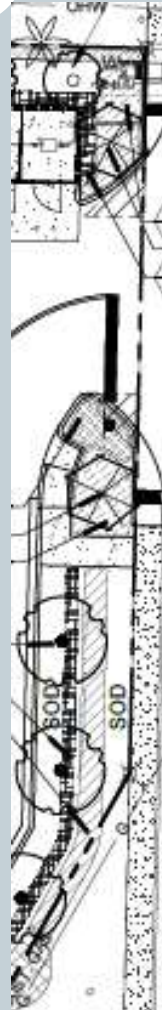


Gumbo Limbo

Street Frontage Barnett Drive



Barnett Drive
Landscaping & Sidewalk



Simpson Stopper



Queen Crepe Myrtle



Japanese Blueberry

Proposed Architecture – Front Façade Options



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EXTERIOR ELEVATION OPTIONS

Scale: 1/8" = 1'-0"

DATE: 11/11/11

PROJECT: [REDACTED]

NO. [REDACTED]

X200

Consistency w/ Comp Plan & Strategic Plan



- FLU Designation is Mixed-Use West
- Policy 1.1.1.6 allows for mixture of commercial and retail uses west of I-95
- Pillar IV-A, Strategic Plan – Achieve economic & financial stability through a versatile & stable tax base
- Pillar IV-D, Strategic Plan – Influence the supply & expansion of jobs
- Policy IV-E, Strategic Plan – Ensure development that anticipates & embraces the future

Consistency w/ Land Development Regulations



- Zoning Designation is Mixed-Use West
- Section 23.3-18(a) intended to provide a broad range of commercial uses, including moderate & higher intensity commercial uses along City's western thoroughfares
- Section 23.2-31(c): Qualitative Development Standards – Meets Criterion
- Section 23.2-31(I): Community Appearance Standards – Meets Criterion
- Section 23.2-29(d): Harmony with LDR & Protection of Public Interest – Meets Criterion

Consistency w/ Land Development Regulations



- Section 23.2-29(e): Specific Standards for all Conditional Uses – Meets Criterion
- Section 23.4-13(c)(1)(A)(2)(c): Design and Performance Standards for Vehicle Filling Stations – Meets Criterion

Variance from Section 23.3-18, front setback



- **Section 23.3-18: Standards require the front setback to have a minimum front setback of 20 feet, and a maximum front setback of 32 feet**
 - Project provides a front setback of 40 feet
 - Request a front setback variance of 8 feet
 - Special, unique circumstances support the request & the project meets the intent of the design elements for the LDR
- **Section 23.2-26: Variance Standards - Meets Criterion**

CONSISTENCY



- The Major Site Plan, Conditional Use & Variance Applications are consistent with all applicable Comprehensive Plan, Strategic Plan and Land Development Regulations Criterion
- Staff has reviewed the application materials and agrees that the applications complies with all applicable Criterion.
- Staff has recommended approval of the three (3) applications w/ conditions.

Request



Support Staff's recommendation of approval for all three (3) applications, with the following modification to the Utility Department's COA # 2(b):

Existing COA 2(b): "Provide the egress from Barnett Drive as egress only."

Proposed modification to COA 2(b): "The vehicular access from Barnett Drive shall permit only right-in/right-out access to and from the site for customer and employee traffic, excluding fuel delivery which can use the driveway for ingress. The improvements limiting such movement shall be approved by the Lake Worth Beach City Engineer, including striping and signage."



THANK YOU

Questions?





DATE: July 9, 2020
TO: Members of the Planning and Zoning Board
FROM: Andrew Meyer, Senior Community Planner
THRU: William Waters, AIA, NCARB, LEED, AP BD+C, ID, SEED, Director for Community Sustainability
MEETING: July 15, 2020

SUBJECT: **PZB Project Number 20-00500003**: Request by Anne-Christine Carrie of KEITH on behalf of 1900 10th Ave, LLC for consideration of a Major Site Plan, Conditional Use and Variance to construct Vehicle Fueling/Charging Station, Single-Destination Retail, and Restaurant uses at 1900 10th Avenue North within the Mixed-Use West (MU-W) zoning district. The subject property PCN is 38-43-44-21-02-005-0030.

PROJECT DESCRIPTION:

The Applicant, Anne-Christine Carrie of KEITH on behalf of 1900 10th Ave, LLC, is requesting approval of the following:

- 1.) **Major Site Plan** for the development of a 4,730 square foot retail and restaurant building and 3,520 square foot canopy structure (page 5).
- 2.) **Conditional Use Permit** to establish Vehicle Fueling/Charging Station, Single-Destination Retail, and Restaurant Uses (page 9)
- 3.) **Variance** of 8 feet from the maximum building setback line to allow for a front setback of 40 feet from 10th Avenue North (page 12).

The subject site is 1900 10th Avenue North, located at the northwest corner of 10th Avenue North and Barnett Drive Is 54,331 square feet and previously operated as a vehicle rental lot for Wayne Akers Ford for at least the past 20 years.

The proposed development, 7-Eleven, consists of a 4,730 square foot retail and restaurant building and 3,520 square foot canopy structure. The canopy structure will exist as covering for the fuel pumps associated with the Vehicle Fueling/Charging Station use, and will be located at the southeast corner of the site. The retail and restaurant building will house 7-Eleven's 4,496 square foot retail store as well as their 234 square foot dine-in and take-out Laredo Taco restaurant, and will be located at the northeast corner of the site.

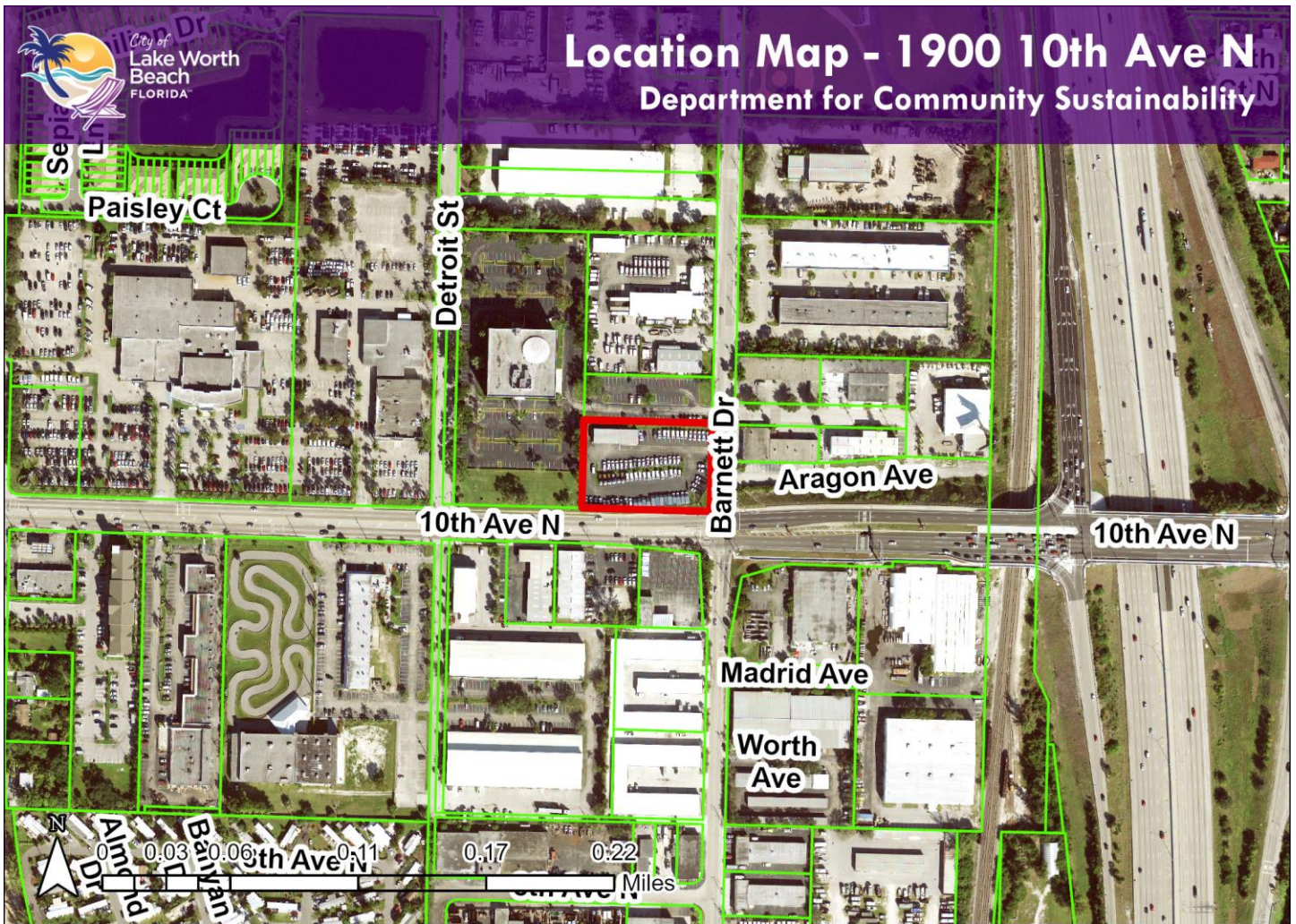
Staff Recommendation:

Staff has reviewed the documentation and materials provided, applying the applicable guidelines and standards found in the City of Lake Worth Zoning Code and Comprehensive Plan. The proposed development meets the criteria of the Comprehensive Plan and LDRs. Staff recommends that the Board approve the Major Site Plan, Conditional Use Permit and Variance as conditioned starting on page 13.

PROPERTY DESCRIPTION:

Applicant	Anne-Christine Carrie of KEITH on behalf of 1900 10th Ave, LLC
Owner	1900 10 th Ave, LLC
General Location	Northwest corner of 10 th Avenue North and Barnett Drive
PCN Number	38-43-44-21-02-005-0030
Existing Land Use	Vehicle Rental
Zoning	Mixed-Use West (MU-W)
Future Land Use Designation	Mixed-Use West (MU-W)

LOCATION MAP:



BACKGROUND:

The project site is located at 1900 10th Avenue North. Below is a timeline summary of the properties' histories based on Palm Beach Property Appraiser's records and City records:

- March 25, 1980 to April 16, 1991 – Property owned by Mark, Jane, and Steven Armstrong
- April 17, 1991 to June 16, 1991 – Property owned solely by Mark and Jane Armstrong
- June 17, 1991 to April 22, 1996 – Property owned by Home Life Insurance Company
- April 23, 1996 to December 18, 2019 – Property owned by Matus Akers Corporation
- Prior to December 21, 1999 (prior city records not available) to Today – Active business license for Wayne Akers Ford Rent-a-Car
- December 19, 2019 to Today – Property owned by 1900 10th Ave LLC
- June 15, 2020 – there is one active code case for Use & Occupancy inspection (Case 19-00003811). The building and site are currently vacant.

ANALYSIS:**Consistency with the Comprehensive Plan and Strategic Plan**

The subject application is located within the Mixed-Use West (MU-W) Future Land Use (FLU) designation (Policy 1.1.1.6), which provides for a mixture of residential, office, service and commercial retail uses within specific areas west of I-95. The project is located west of I-95, and the proposed vehicle fueling/charging station, single destination retail, and restaurant uses are commercial and retail uses appropriate in areas located west of I-95.

This project will replace an unused parking lot and activate a corner of the city which currently is inactive, increasing the taxable value of the lot. In addition, as this is a multi-use project, this project has the potential to provide multiple jobs of diverse skill sets. The project's location is also located in an area adjacent to the Lake Worth Park of Commerce and state transportation network facilities, and the proposed project provides services which can help support the development and enhancement of these areas. Therefore, the proposed vehicle fueling/charging station, single-destination retail, and restaurant uses are consistent with the following portions of the City of Lake Worth Beach's Comprehensive Plan and Strategic Plan:

- **Policy 1.1.1.6 of the City's Comprehensive Plan, Future Land Use Element:** Mixed-Use West
- **Pillar IV.A of the City's Strategic Plan:** Achieve economic and financial stability through a versatile and stable tax base.
- **Pillar IV.D of the City's Strategic Plan:** Influence the supply and expansion of jobs.
- **Pillar IV.E of the City's Strategic Plan:** Ensure development that anticipates and embraces the future.

Consistency with the City's Land Development Regulations

Per Section 23.2-29, conditional uses are defined as generally compatible with the other uses permitted in a district, but that require individual review of their location, design, structure, configuration, density and intensity of use, and may require the imposition of pertinent conditions to ensure the appropriateness and compatibility of the use at a particular location and to prevent or minimize potential adverse impacts to the surrounding area. The Department of Community Sustainability is tasked in the code to review condition applications in accordance with the City's LDRs, for compliance with the findings for granting conditional uses (analyzed in the next section) and to provide a recommendation for whether the application should be approved, approved with conditions, or denied.

Mixed-Use West (MU-W): Per LDR Section 23.3-18(a), The Mixed-Use West district is intended to provide for the establishment and expansion of a broad range of office and commercial uses, including moderate intensity and higher intensity commercial, hotel/motel and medium-density multiple-family residential development along the city's western thoroughfares. The proposed project provides a mixture of higher intensity yet compatible commercial uses and is located on 10th Avenue North west of I-95. As such, the proposal is consistent with the intent of the MU-W district.

The table below shows the proposed site features and its compliance with the development regulation of the Mixed-Use West section of the Code:

Development Standard		Codified Regulation	Provided
Lot Size (min) In square feet (sf)		13,000 sf	54,331 sf
Lot Width (min)		100'	265.64''
Setbacks	Front (min)	Min 20', Max 32'	40'
	Rear (min)	10'	10'
	Street Side (min)	20'	30.21'
	Interior Side (min)	20'	91.7'
Impermeable Surface Coverage (maximum)		65%	64.6%
Structure Coverage (max)		50%	14.4%
Parking		24	32
Building Height (max)		30'	24'
Floor Area Ratio (FAR) (max)		1.3	0.09

Parking: The proposed development meets the minimum parking requirements in the City's LDRs. The required parking for the following uses are as follows:

- Retail: 22.48 (1 per 200 square feet)
- Restaurant: 3.12 (1 per 75 square feet)
- Filling Station: 6 (Flat number)

Additionally, per LDR Section 23.4-10(h), any land or building used for two or more uses receives a 25% parking reduction to the total number of spaces required. As the proposed project is considered mixed-use, the project receives a parking credit of 7.9 spaces, resulting in a total number of 24 (23.7 rounded up) spaces. The proposed project provides a total of 32 parking spaces (30 standard, 2 ADA), or 8 spaces more than what is required, which complies with the minimum parking requirement.

Landscaping: Overall, the development proposal complies with the City's landscape regulations. The project proposes Japanese Blueberry and Gumbo Limbo along 10th Avenue North, and Green Buttonwood and Queen Crepe Myrtle along Barnett Drive. A proposed air pump/vacuum system along 10th Avenue North will be visually screened by a row of Cocoplum located along 10th Avenue North. A condition has been added which will require the Cocoplum to be allowed to grow to and maintained at a height of at least $\frac{3}{4}$ of the height of the equipment as required by Code.

Impermeable Surface Coverage: The project as proposed has a total impermeable surface coverage of 64.6% and meets the allowed impermeable surface coverage of 65% outlined in the MU-W development regulations. The project is meeting this regulation by providing a portion of the parking at the northwest corner of the site to be paved with pervious pavement, which for lot coverage purposes is calculated at 50% of the actual area.

Structure Coverage: The project as proposed has a total building coverage of 14.4%, which meets the allowed maximum building coverage of 50%

Setbacks: The project as proposed provides a front setback of 40 feet, which does not meet the required maximum setback of 32 feet of the base zoning district, Mixed-Use West. As such, the applicant has applied for a variance from the maximum front setback, and has provided justification for the variance in Attachment C. The Applicant states that due to the tapered nature of the lot lines, and the requirement that gas station canopies require traffic circulation on all four sides while simultaneously providing for the city's required Landscape Buffer, the fuel canopy structure must be set back 40 feet from the front property line. The proposed setback variance request is consistent with variance criteria. The full analysis of the variance criteria begins on page 12 of this staff report.

Signage: This application includes a master sign program. The size and location of the building's signs are detailed on the architectural elevations (Sheets A200 and A202), while examples of the color palette and style of signage proposed as detailed on the signage plan documents. The signage submitted through the building permit will be reviewed against the location and size on sheets A200 and A202, as well as in conformance with the Code. Should the type of signage submitted as part of the building permit be significantly different in size, scale, scope, or style from what was indicated in the Site Plan package, the project will be required to go through a Site Plan amendment process prior to the approval of the building permit. This has been added as a condition of approval.

Major Thoroughfare Design Guidelines: The project has been reviewed and found to be compliant with the City's Major Thoroughfare Design Guidelines. Staff has included a condition of approval for a brighter paint color and more local design elements. The applicant will present alternative paint and materials for consideration by the PZB at the public meeting.

Major Site Plan:

The review criteria below is intended to promote safety and minimize negative impacts of development on its neighbors by establishing qualitative requirements for the arrangements of buildings, structures, parking areas, landscaping and other site improvements.

Section 23.2-31(c): Qualitative Development Standards

1. *Harmonious and efficient organization.* All elements of the site plan shall be harmoniously and efficiently organized in relation to topography, the size and type of plot, the character of adjoining property and the type and size of buildings. The site shall be developed so as to not impede the normal and orderly development or improvement of surrounding property for uses permitted in these LDRs.

Staff Analysis: The applicant has stated that the site plan has been organized in relation to the site and surrounding lots. The applicant also states that the retail and restaurant building is situated toward the rear of the property, and the fuel canopy toward the center. The site is oriented toward 10th Avenue North, and the applicant states that parking is provided toward the rear of the site in order to keep separate pedestrian and vehicle circulation routes for safety purposes. **Meets Criterion.**

2. *Preservation of natural conditions.* The natural (refer to landscape code, Article 6 of these LDRs) landscape shall be preserved in its natural state, insofar as practical, by minimizing tree and soil removal and by such other site planning approaches as are appropriate. Terrain and vegetation shall not be disturbed in a manner likely to significantly increase either wind or water erosion within or adjacent to a development site. Natural detention areas and other means of natural vegetative filtration of stormwater runoff shall be used to minimize ground and surface water pollution, particularly adjacent to major waterbodies as specified in Part II, Chapter 12, Health and Sanitation, Article VIII, Fertilizer Friendly Use Regulations. Fertilizer/pesticide conditions may be attached to development adjacent to waterbodies. Marinas shall be permitted only in water with a mean low tide depth of four (4) feet or more.

Staff Analysis: This section is not applicable. The lots as they exist today are nearly completely paved, with no natural landscape and little vegetation. The applicant states that enhanced landscaping will be provided to improve the aesthetic appearance of the property and will comply with all landscaping requirements. **Meets Criterion.**

3. *Screening and buffering.* Fences, walls or vegetative screening shall be provided where needed and practical to protect residents and users from undesirable views, lighting, noise, odors or other adverse off-site effects, and to protect residents and users of off-site development from on-site adverse effects. This section may be interpreted to require screening and buffering in addition to that specifically required by other sections of these LDRs, but not less.

Staff Analysis: The property is surrounded by other vehicular uses and is not located adjacent to any residential uses. A wall currently exists along the west edge of the property, and is proposed to remain as part of the proposed site plan. In addition, Florida Privet shrubs will be planted along the north and west property lines to buffer the site from adjacent property. The applicant states that screening will be provided in compliance with Section 23.2-31. **Meets Criterion**

4. *Enhancement of residential privacy.* The site plan shall provide reasonable, visual and acoustical privacy for all dwelling units located therein and adjacent thereto. Fences, walls, barriers and vegetation shall be arranged for the protection and enhancement of property and to enhance the privacy of the occupants.

Staff Analysis: This section is not applicable. The property is neither located in, nor adjacent to any residential properties. **Meets Criterion.**

5. *Emergency access.* Structures and other site features shall be so arranged as to permit emergency vehicle access by some practical means to all sides of all buildings.

Staff Analysis: The applicant states that the site is designed to ensure a safe and efficient circulation pattern for pedestrians, and personal, emergency access, and service vehicles. The fueling canopy is accessible from all sides, which allows both customer and emergency vehicles access to all sides of the structure in case of an emergency. **Meets Criterion.**

6. *Access to public ways.* All buildings, dwelling units and other facilities shall have safe and convenient access to a public street, walkway or other area dedicated to common use; curb cuts close to railroad crossings shall be avoided.

Staff Analysis: The applicant states that safe and convenient access is provided to the subject property along both Barnett Drive and 10th Avenue North, and that pedestrian access from the building to the public right-of-way is provided with sidewalks and clearly defined paths. **Meets Criterion.**

7. *Pedestrian circulation.* There shall be provided a pedestrian circulation system which is insulated as completely as reasonably possible from the vehicular circulation system.

Staff Analysis: Paved sidewalks and pathways exist which provide a pedestrian circulation path between the retail and restaurant building and both 10th Avenue North and Barnett Drive. These pathways are designed in a way to bring the pedestrian circulation as separated as possible from the vehicular circulation. The applicant states that a continuous walking surface is provided leading to the building entrance without interacting with the drive aisles to highest extent possible. **Meets Criterion.**

8. *Design of ingress and egress drives.* The location, size and numbers of ingress and egress drives to the site will be arranged to minimize the negative impacts on public and private ways and on adjacent private property. Merging and turnout lanes traffic dividers shall be provided where they would significantly improve safety for vehicles and pedestrians.

Staff Analysis: Ingress and egress access points will be provided on 10th Avenue North as well as Barnett Drive. These ingress and egress access points are located as far as possible from the 10th Avenue North/Barnett Drive intersection so as to minimize any negative impact on the intersection. **Meets Criterion.**

9. *Coordination of on-site circulation with off-site circulation.* The arrangement of public or common ways for vehicular and pedestrian circulation shall be coordinated with the pattern of existing or planned streets and pedestrian or bicycle pathways in the area. Minor streets shall not be connected to major streets in such a way as to facilitate improper utilization.

Staff Analysis: The applicant states that all circulation is designed in conjunction with existing vehicular patterns, and that the site is configured such that improper use, including as a byway between public rights-of-way is discouraged. Due to the fact that 10th Avenue North is a major thoroughfare, movements to and from 10th Avenue North are restricted to right-in/right-out only. **Meets Criterion.**

10. *Design of on-site public right-of-way.* On-site public street and rights-of-way shall be designed for maximum efficiency. They shall occupy no more land than is required to provide access, nor shall they unnecessarily fragment development into small blocks. Large developments containing extensive public rights-of-way shall have said rights-of-way arranged in a hierarchy with local streets providing direct access to parcels and other streets providing no or limited direct access to parcels.

Staff Analysis: No public right-of-way is being proposed as part of this project, the site will be accessed from existing rights-of-way. The applicant states that on-site public rights-of-way are maintained where applicable and are not configured to encourage fragmentation. **Meets Criterion.**

11. *Off-street parking, loading and vehicular circulation areas.* Off-street parking, loading and vehicular circulation areas shall be located, designed and screened to minimize the impact of noise, glare and odor on adjacent property.

Staff Analysis: The fueling pumps are located on the site in a location that is farthest from adjacent properties. The applicant states that off-street parking and circulation are placed so that the impact on adjacent properties is minimized and that the safety of visitors to the site is maximized. **Meets Criterion.**

12. *Refuse and service areas.* Refuse and service areas shall be located, designed and screened to minimize the impact of noise, glare and odor on adjacent property.

Staff Analysis: The dumpster is located on the northeast corner of the property. The applicant states that the dumper area is screened and located in an area which minimizes disruption to adjacent property and expedites servicing. **Meets Criterion.**

13. *Protection of property values.* The elements of the site plan shall be arranged so as to have minimum negative impact on the property values of adjoining property.

Staff Analysis: The applicant states that proposed design of the site plan meet or exceed the current standard of adjacent properties. The project is replacing an unused parking lot, and will provide a greater level of landscaping than what is currently being provided. **Meets Criterion.**

14. *Transitional development.* Where the property being developed is located on the edge of the zoning district, the site plan shall be designed to provide for a harmonious transition between districts. Building exteriors shall complement other buildings in the vicinity in size, scale, mass, bulk, rhythm of openings and character. Consideration shall be given to a harmonious transition in height and design style so that the change in zoning districts is not accentuated. Additional consideration shall be given to complementary setbacks between the existing and proposed development.

Staff Analysis: The applicant states that the configuration of the subject property is designed to meet with the existing standards of adjacent zoning districts, and states that the architectural design consists of stucco, glazing, and architectural canopies, and states these materials are common throughout both zoning districts. **Meets Criterion.**

15. *Consideration of future development.* In finding whether or not the above standards are met, the review authority shall consider likely future development as well as existing development.

Staff Analysis: No additional development beyond the scope of this application has been proposed at this time. Should any modification or future development of the site plan occur, they would be required to go through the appropriate site plan review process and meet all requirements of the Comprehensive Plan, Strategic Plan, Land Development Regulations, and Major Thoroughfare Design Guidelines. **Meets Criterion.**

Section 23.2-31(l): Community Appearance Criteria

1. The plan for the proposed structure or project is in conformity with good taste, good design, and in general contributes to the image of the city as a place of beauty, spaciousness, harmony, taste, fitness, broad vistas and high quality.

Staff Analysis: The applicant states that the combination of natural tones and shifts in architectural planes ensures that the proposed project is in conformity with good taste, good design, and contributes to the image of the city. The retail and restaurant building has a canopy and architectural tower feature which breaks up the form and creates visual interest. **Meets Criterion.**

2. The proposed structure or project is not, in its exterior design and appearance, of inferior quality such as to cause the nature of the local environment or evolving environment to materially depreciate in appearance and value.

Staff Analysis: The property currently exists as an unused parking lot with minimal amount of vegetation. The proposed project improves the vegetation and landscaping of the site. The applicant states that the project will provide wide buffers and exceed the landscape requirements of the code, large trees will provide shade on site, and that the vehicular use areas will be screened by landscaping and perimeter hedging. **Meets Criterion.**

3. The proposed structure or project is in harmony with the proposed developments in the general area, with code requirements pertaining to site plan, signage and landscaping, and the comprehensive plan for the city, and with the criteria set forth herein.

Staff Analysis: The applicant states that the proposed project satisfies the code requirements, and will be developed within the context of the 10th Avenue North corridor and adjacent commercial developments. The project proposed matches the scale and intensity of the surrounding area, and is in conformance with the land development regulations and comprehensive plan as mentioned earlier in this report. **Meets Criterion.**

4. The proposed structure or project is in compliance with this section and 23.2-29, as applicable.

Staff Analysis: The applicant states that they have provided the documents and plans for Site Plan and Conditional Use approval. **Meets Criterion.**

Conditional Use Permit:

Conditional uses are those uses that are generally compatible with the other uses permitted in a district, but that require individual review of their location, design, structure, configuration, density and intensity of use, and may require the imposition of conditions pertinent thereto in order to ensure the appropriateness and compatibility of the use at a particular location and to prevent or minimize potential adverse impacts to the surrounding area. The project proposal includes a conditional use request to establish Vehicle Fueling/Charging Station, Single-Destination Retail, and Restaurant uses.

Section 23.2-29(d): General findings relating to harmony with LDRs and protection of public interest

The proposed project is consistent with the general findings relating to harmony with the LDRs and protection of public interest, as follows:

1. The conditional use exactly as proposed at the location where proposed will be in harmony with the uses which, under these LDRs and the future land use element, are most likely to occur in the immediate area where located.

Staff Analysis: The site contains a zoning designation of Mixed-Use West (MU-W). The applicant states that the Comprehensive Plan puts forth that the MU-W zoning designation allows for a mixture of activities, such as residential, office, service and commercial retail uses, but of a higher intensity west of I-95. The proposed Vehicle fueling/charging station, Single-Destination Retail, and Restaurant uses are of higher intensity uses appropriate in the MU-W zoning district. **Meets Criterion.**

2. The conditional use exactly as proposed at the location where proposed will be in harmony with existing uses in the immediate area where located.

Staff Analysis: The existing uses in the surrounding area are as follows:

Direction	Future Land Use	Zoning District	Current Use
North (adjacent)	I (Industrial)	I-POC	Parking Lot
South (across 10 th Ave N)	MU-W	MU-W	Mobility Device and Turf Sales
East (across Barnett Dr)	I	I-POC	Office and Warehouse
West (adjacent)	MU-W	MU-W	Warehouse/Contractor Office

Per the Palm Beach County Property Appraiser and City Business License records, the site is surrounded by a mixture of commercial, office, and light warehouse uses. The proposed project is in harmony with the existing mixture of uses in the immediate area. **Meets Criterion.**

3. The conditional use exactly as proposed will not result in substantially less public benefit or greater harm than would result from use of the Property for some use permitted by right or some other conditional use permitted on the Property.

Staff Analysis: The Applicant states that the proposed project will replace the existing site and structure with a modern building that conforms to the current Land Development Regulations, and will generate more public benefit as the vehicular use area will receive landscaping which will screen it from public rights-of-way. The project adds commercial business to an otherwise unused parking lot, and has the potential to generate jobs. Therefore, the public benefit is anticipated to increase from this development. **Meets Criterion.**

4. The conditional use exactly as proposed will not result in more intensive development in advance of when such development is approved by the future land use element of the comprehensive plan.

Staff Analysis: The Land Development Regulations anticipate and approve the uses of Vehicle fueling/charging station, Single-Destination Retail, and Restaurant in this zoning district. The project is consistent with the goals, objectives, and polices of the City of Lake Worth Beach's Comprehensive Plan and will not result in a more intensive development than what the Plan anticipates. **Meets Criterion.**

Section 23.2-29(e): Specific standards for all conditional uses

1. The proposed conditional use will not generate traffic volumes or movements, which will result in a significant adverse impact or reduce the level of service provided on any street to a level lower than would result from a development permitted by right.

Staff Analysis: The applicant has stated that the traffic from the project will enter the site from 10th Avenue North, and a right turn lane into the point of egress will ensure that turning vehicles do not impede through traffic on 10th Avenue North. The applicant is working with Palm Beach County to develop a Traffic Performance Standards letter, and a condition of approval has been added to require the applicant to submit this letter to the City prior to the issuance of the building permit. Should the TPS Letter state any improvements needed that are not indicated on the site plan, the applicant is aware that the project will need to go back through the Site Plan approval process to ensure these facilities are provided. **Meets Criterion.**

2. The proposed conditional use will not result in a significantly greater amount of through traffic on local streets than would result from a development permitted by right and is appropriately located with respect to collector and arterial streets.

Staff Analysis: The proposed conditional use is located along an Urban Minor Arterial roadway with five lanes per the PBC Functional Classification of Road map. In the applicant's project justification, the segment of 10th Avenue North west of I-95 is identified as a predominantly commercial corridor with some industrial uses, and goes on to state that the proposed conditional uses are compatible with the transportation impacts generated by adjacent uses. **Meets Criterion.**

3. The proposed conditional use will not produce significant air pollution emissions, to a level compatible with that which would result from a development permitted by right.

Staff Analysis: The Applicant has stated that the project will comply with all DEP and EPA regulations and will not produce significant air pollution emissions. **Meets Criterion.**

4. The proposed conditional use will be so located in relation to the thoroughfare system that neither extension nor enlargement nor any other alteration of that system in a manner resulting in higher net public cost or earlier incursion of public cost than would result from development permitted by right.

Staff Analysis: The Applicant states that the proposed conditional use is designed in such a way that neither the extension, enlargement, or other alteration of that system would in higher net public cost or earlier incursion of public cost than what would result from a development permitted by right. **Meets Criterion.**

5. The proposed conditional use will be so located in relation to water lines, sanitary sewers, storm sewers, surface drainage systems and other utility systems that neither extension nor enlargement nor any other alteration of such systems in a manner resulting in higher net public cost or earlier incursion of public cost than would result from development permitted by right.

Staff Analysis: The Applicant states that the proposed conditional use is located adjacent to existing water, sanitary sewer, storm, and surface drainage systems, and states that they do not anticipate an alteration of such systems would result in a higher net public cost than a development permitted by right. No adverse impact to infrastructure or public utilities is anticipated to occur as a result of this request. **Meets Criterion.**

6. The proposed conditional use will not place a demand on municipal police or fire protection service beyond the capacity of those services.

Staff Analysis: The applicant states that the project is located along the 10th Avenue North corridor, which is characterized by Commercial development. As such, the proposed use will not generate demand beyond the capacity of municipal emergency services. **Meets Criterion.**

7. The proposed conditional use will not generate significant noise, or will appropriately mitigate anticipated noise to a level compatible with that which would result from a development permitted by right. Any proposed use must meet all the requirements and stipulations set forth in section 15.24, Noise control.

Staff Analysis: Unreasonable noise, which is defined in Section 15.24-1, is prohibited in the City when:

- Equal to or greater than 65 dba between 11:00 p.m. and 8:00 a.m., Sunday through Thursday
- Greater than 85 dba between 8:00 a.m. and 11:00 p.m., Sunday through Thursday
- Equal to or greater than 65 dba between 12:00 a.m. and 8:00 a.m., Friday through Saturday
- Equal to or greater than 85 dba between 8:00 a.m. and 12:00 a.m., Friday through Saturday

The Applicant states that the proposed project is located along a corridor predominantly characterized by Commercial development, and states that the use will not generate significant noise beyond what is permitted by right. Based on the uses being proposed, the project is anticipated to generate noise levels that are compliant with Section 15.24. **Meets Criterion.**

8. The proposed conditional use will not generate light or glare which encroaches onto any adjacent property in excess of that allowed in Section 23.4-3, Exterior lighting.

Staff Analysis: This criterion is not applicable as the proposed project is not adjacent to any residential property. **Meets Criterion.**

Section 23.4-13(c)(1)(A)(2)(c): Design and Performance Standards for Vehicle Filling Stations

1. The minimum lot area shall be twenty-seven thousand (27,000) square feet.

Staff Analysis: The lot area for this project is 54,331 square feet, which exceeds the minimum lot area. **Meets Criterion.**

2. Pump island shall be set back a minimum of twenty (20) feet from the street property lines and fifteen (15) feet from side and rear property lines.

Staff Analysis: The pump islands are set back approximately 45 feet at its narrowest approach to the property lines, which is in excess of the required minimum setbacks for pump islands. **Meets Criterion.**

3. Overhead canopies shall be set back a minimum of ten (10) feet from street front property lines and from nonresidential property lines and a minimum of fifteen (15) feet from residential property lines.

Staff Analysis: The overhead canopy is set back 40 feet from the front property line, which exceeds the minimum required setback of 10 feet. **Meets Criterion.**

4. Curb cuts shall not be located closer than fifteen (15) feet to the intersection of two (2) right-of-way lines. There shall be a maximum of two (2) curb cuts on any one (1) street frontage.

Staff Analysis: Measured from the intersection of 10th Avenue North and Barnett Drive, the ingress and egress from the site onto 10th Avenue North is located 225 feet away, and the ingress and egress from the site onto Barnett Drive is located 197 feet away. **Meets Criterion.**

5. There shall be no outdoor display of any kind of merchandises.

Staff Analysis: The proposed use does not include any kind of outdoor merchandise display. A condition of approval has been added to ensure that no outdoor merchandise display is a part of this project. **Meets Criterion.**

Variance

The subject application includes a request for a variance of 8 feet from the maximum front setback. Currently, Section 23.3-18 has a minimum front setback of 20 feet, and a maximum front setback of 32 feet. The applicant is providing a front building setback of 40 feet, or 8 feet greater than the maximum front setback of 32 feet. The variance from the maximum front building setback is being requested as the proposed fuel canopy must have circulation on all four sides to allow vehicles to approach and leave the fueling pumps underneath the canopy in addition to supplying a landscape buffer as required by Section 23.6-1. Staff has analyzed the proposed variance request against the following variance review criteria found within Section 23.2-26:

1. Special circumstances or conditions exist which are peculiar to the land or building for which the variance is sought and do not apply generally to nearby lands and buildings, and that this is not the result of action of the applicant;

Staff Analysis: The applicant states that there are two existing conditions which are peculiar to the land and building. First, the front lot line is not straight and is curved to accommodate the transition of the westbound lanes of 10th Avenue North from a highway overpass to a Urban Minor Arterial roadway, and second, the proposed gas fueling canopy requires traffic circulation on all four sides, as well as the code requires the applicant to provide a landscape buffer along 10th Avenue North. Further, the applicant is required to provide a deceleration turn lane which has impacted the internal circulation of the site. **Meets Criterion.**

2. The strict application of the provision of these LDRs would deprive the applicant of any reasonable use of the land or building for which the variance is sought;

Staff Analysis: The applicant states that the strict enforcement of the setback would prevent the use of a vehicular fueling/charging service station, which is an appropriate use along 10th Avenue North west of I-95 and also within the Mixed-Use West zoning district, and goes on to state that the application of the setback would prevent the establishment of the most appropriate use for the site. **Meets Criterion.**

3. That the variance proposed is the minimum variance which makes possible the reasonable use of the land or building; and

Staff Analysis: The applicant states that the fuel canopy has been oriented as close to 10th Avenue North as possible while still providing for the required landscape buffer and allowing for traffic circulation. **Meets Criterion.**

4. That the granting of the variance will be in accordance with the spirit and purpose of this chapter, and will not be unduly injurious to contiguous property or the surrounding neighborhood nor otherwise detrimental to the public welfare. In deciding appeals from decisions of the development review official or in granting variances, the decision making board is authorized and required to impose any reasonable conditions and safeguards it deems to be necessary

or desirable, and violation of such conditions or safeguards when made a part of the terms under which a variance is granted, shall be deemed to be a violation of these LDRs.

Staff Analysis: The applicant states that the site is currently a vacant parking lot, which adds little value and does not meet the purpose and intent of the Mixed-Use West zoning district, and states that the proposed uses will provide benefits to the city that the current parking lot currently does not. **Meets Criterion.**

Public Support/Opposition:

Staff has received a phone call in opposition to the project from Mr. Daniel Hiatt and a request to review the application materials. Staff has not received any other phone calls or letters of opposition.

CONCLUSION:

The proposed request for a Major Site Plan, Conditional Use and Variance to construct Vehicle fueling/charging station, Single-Destination Retail, and Restaurant uses at 1900 10th Avenue North is consistent with the purpose, intent and requirements of the Comprehensive Plan, underlying zoning district, and surrounding areas, subject to compliance with staff's proposed conditions of approval. Therefore, staff recommends that the Board recommend **approval of the proposed request with the conditions** below:

Electric Utilities:

1. Prior to the issuance of a Certificate of Occupancy, the following shall be completed:
 - a. Provide the load calculations and voltage requirements
2. Electric Utilities shall approve all easements and/or alternate transformer configurations prior to the issuance of a building permit.
3. Should no alternate transformer and/ or easements be approved by the Electric Utilities, then the following shall be provided and approved prior to the issuance of a building permit:
 - a. Show the service entrance location on the site plan
 - b. Provide a ten ft. clearance in front of the transformer and four ft. on the remaining sides
 - c. Relocate the proposed tree from the transformer location
 - d. Provide a ten foot easement from the transformer location to the power pole across the street on Barnett Drive. Please keep the utility easement free of landscaping or any other structures.

Planning:

1. The landscape screen adjacent to the air/vac mechanical equipment along 10th Avenue North shall be maintained at a height of at least $\frac{3}{4}$ of the height of said equipment so that it is screened from the right-of-way.
2. All proposed signage will be reviewed against the location and size on sheets A200 and A202, as well as in conformance with the Code. Should the type of signage submitted as part of the building permit be significantly different in size, scale, scope, or style from what was indicated in the Site Plan package, the signage will be required to be approved administratively through a Minor Site Plan amendment process prior to the approval of the building permit.
3. Prior to the issuance of a building permit, the following shall be completed:
 - a. Continue the fenestration toward the ground across the entire building on both sides of the entrance doors.
 - b. Paint the retail/restaurant building a color other than beige as described in the Major Thoroughfare Design Guidelines; alternative colors and/or materials shall be presented to the PZB for consideration and approval; and architectural plans shall be updated and approved by staff prior to the issuance of a building permit to reflect an alternate color or materials.
 - c. The applicant shall submit a TPS letter from the Palm Beach County Traffic Division.

Public Works:

1. The issuance of any permits shall comply with all provisions of the Lake Worth Municipal Code and all other applicable standards including but not limited to the Florida Department of Transportation (FDOT), Manual on Uniform Traffic Control Devices (MUTCD), and City of Lake Worth Public Services Construction Standards and Policy and Procedure Manual.
2. Prior to performing work in the right of way, the applicant shall apply for and receive issuance of a "Right of Way/Utility Permit" application.
3. Prior to the issuance of a certificate of occupancy, the following shall be completed:
 - a. the Applicant shall ensure the entire surrounding off-site infrastructure inclusive of the roadway, sidewalk, curbing, stormwater system piping and structures, valve boxes, manholes, landscaping, striping, signage, and other improvements are in the same condition as prior to construction.
 - b. all conditions of approval shall be satisfied under jurisdiction of the Department of Public Services.
 - c. the applicant shall fine grade and sod all disturbed areas with Bahia sod.
 - d. the applicant shall broom sweep all areas of the affected right of way and remove of all silt and debris collected as a result of construction activity.
 - e. the applicant shall restore the right of way to a like or better condition. Any damages to pavement, curbing, striping, sidewalks or other areas shall be restored in kind
4. Prior to the issuance of a building permit, the following shall be completed:
 - a. The applicant shall contact the Lake Worth Drainage (LWDD) District's Engineering Department and obtain any required permit(s), if necessary, and furnish to the City.
 - b. The applicant shall contact the South Florida Water Management District's (SFWMD) Engineering Department and obtain any required permit(s), if necessary.
 - c. The Applicant shall contact and meet with a representative from the Public Services Refuse and Recycling Division to confirm dumpster enclosure location, accessibility and demand on property and that it is compatible with the requirements of the Department of Public Services. Refuse Division contact number is 561-533-7344.
 - d. The applicant shall submit an Erosion Control plan and indicate the BMP's and NPDES compliance practices.

Utilities Water & Sewer:

1. System data shows the site uses an existing 1-inch meter, however the drawing reference utilizing the existing 2-inch service. No taps or fitting are allowed upstream of the City water meter on the City's water service. The potable water service also requires an RPZ.
2. Prior to the issuance of a building permit, the following shall be completed:
 - a. Ensure the plan conforms/integrates with the Palm Beach County (PBC) Roadway widening/improvement project, and provide an acknowledgement from PBC.
 - b. Provide the egress from Barnett Drive as egress only
 - c. Provide a collection structure in the dumpster pad that is connected to an oil/grease inceptor. This will manage the runoff in this area and will be connected to the stormwater collection system. This shall not be connected to the sanitary sewer system. Minimum size of the oil/grease inceptor is 750 gallons.

Board Actions:

I MOVE TO RECOMMEND APPROVAL OF PZB PROJECT NUMBER 20-00500003 with staff recommended **conditions** for a Major Site Plan, Conditional Use and Variance to construct Vehicle fueling/charging station, Single-Destination Retail, and Restaurant uses at 1900 10th Avenue North. The project meets the applicable criteria based on the data and analysis in the staff report.

I MOVE TO RECOMMEND DENIAL OF PZB PROJECT NUMBER 20-00900001 for a Major Site Plan, Conditional Use and Variance to construct Vehicle fueling/charging station, Single-Destination Retail, and Restaurant uses at 1900 10th

Avenue North. The project does not meet the applicable criteria for the following reasons [Board member please state reasons.]

Consequent Action:

The Planning & Zoning Board's decision will be final for the Conditional Use Permit. The Applicant may appeal the Board's decision to the City Commission.

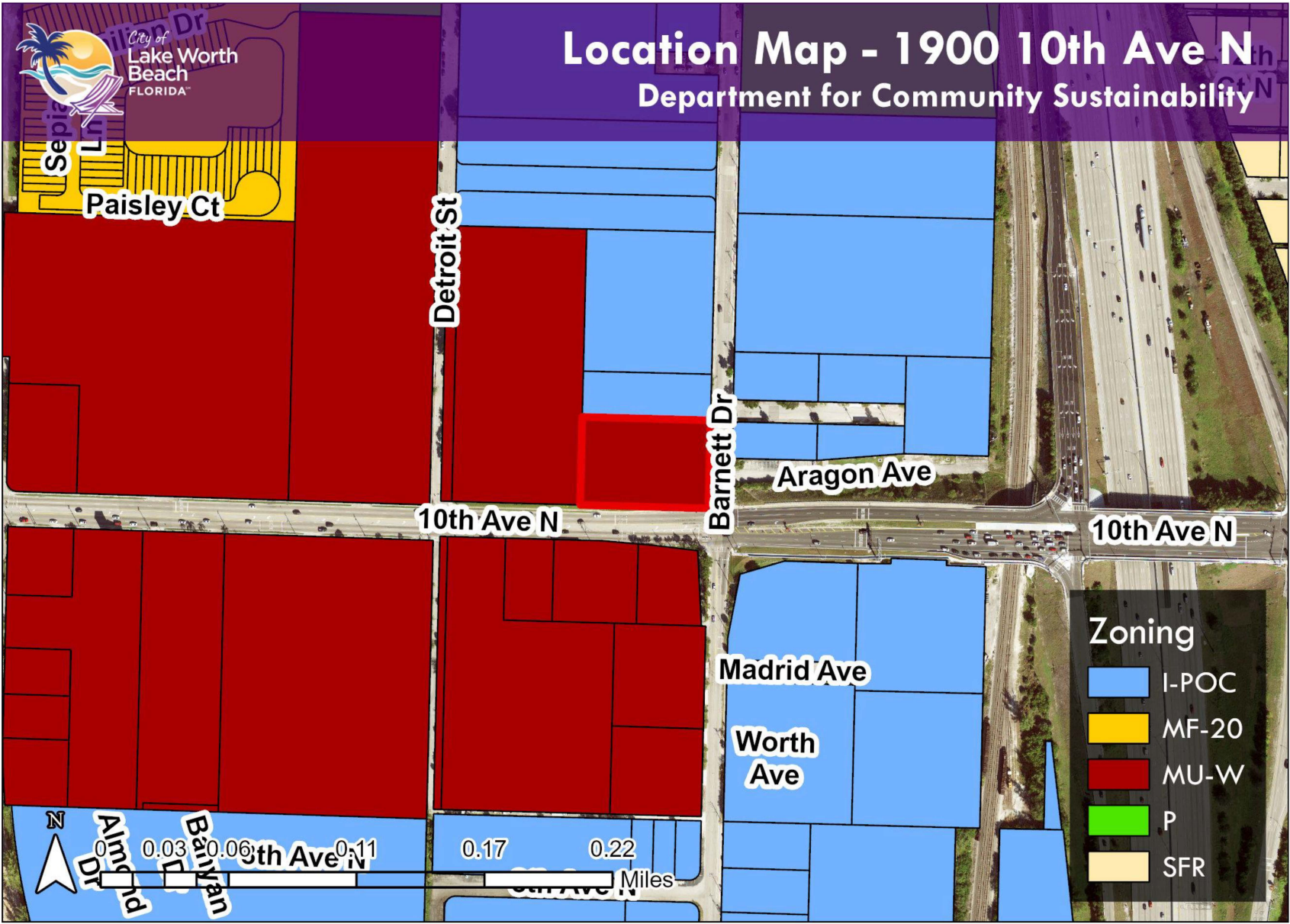
ATTACHMENTS:

- A. Zoning Map
- B. Site Plan Package
- C. Supplemental Supporting Documents
- D. Site Photos



Location Map - 1900 10th Ave N

Department for Community Sustainability



Zoning

■	I-POC
■	MF-20
■	MU-W
■	P
■	SFR

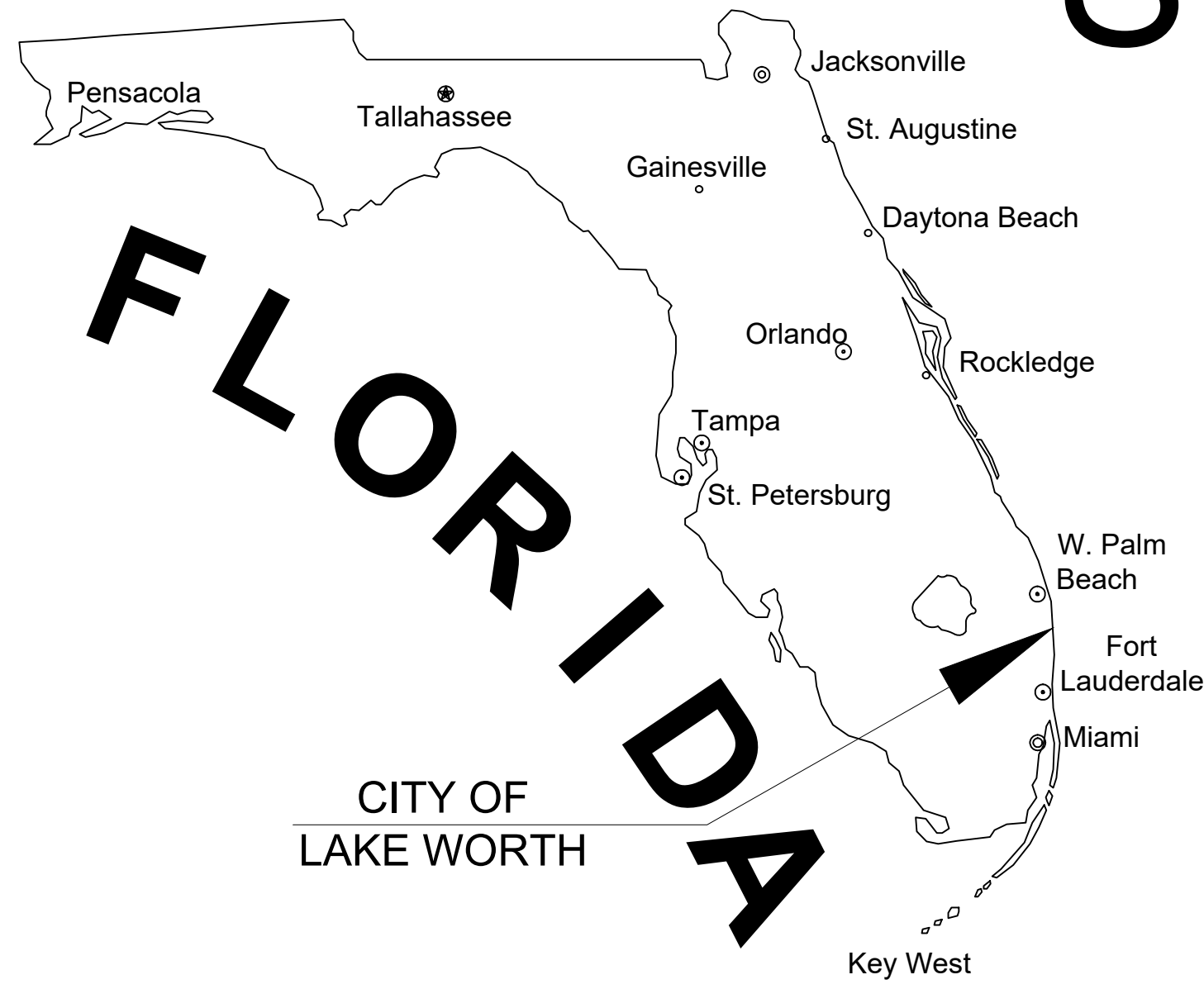


SITE PLAN SUBMITTAL - PZB

FOR

7-ELEVEN 41361

1900 10th AVENUE NORTH
LAKE WORTH, FLORIDA 33461



SITE LOCATION



LOCATION MAP

SECTION 21, TOWNSHIP 44 S, RANGE 43 E
FOLIO #38434421020050030

LAND DESCRIPTION:

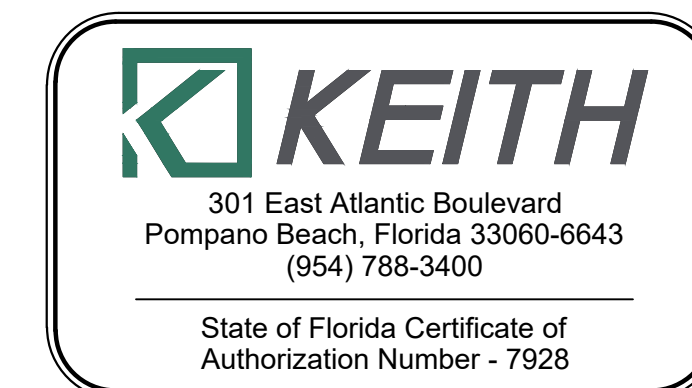
THE SOUTH 220 FEET OF THE EAST HALF (1/2) OF TRACT 5 OF THE SUBDIVISION OF THE WEST HALF (1/2) OF SECTION 21, TOWNSHIP 44 SOUTH, RANGE 43 EAST, PLAT BOOK 5, PAGE 12, LESS THE SOUTH 20 FEET THEREOF, LESS THE EAST 25 FEET THEREOF AND LESS THAT PARCEL TAKEN FOR 10TH AVENUE AND STATE ROAD 9 (I-95) RIGHT-OF-WAY, BEING PARCEL No. 520.1-R SECTION 93220-2405, ALL OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA, TO WIT.

INDEX OF SHEETS	
Sheet Identification	Sheet Title
--	COVER
--	SURVEY
SP-101	SITE PLAN
SP-102	VEHICLE CIRCULATION PLAN
SP-103	PERVIOUS / IMPERVIOUS EXHIBIT
CIVIL PLANS	
GI-001	LEGEND
GI-002	CONSTRUCTION SPECIFICATIONS
GI-003	GENERAL NOTES
CG-101	EROSION AND SEDIMENT CONTROL
CD-101	DEMOLITION PLAN
CP-101	PAVING, GRADING, DRAINAGE AND UTILITY PLAN
CP-501 - CP-504	ENGINEERING DETAILS
CM-101	PAVEMENT MARKING AND SIGNAGE PLAN
LANDSCAPE PLANS	
LD-101	TREE DISPOSITION PLAN
LP-001	LANDSCAPE NOTES
LP-101	LANDSCAPE PLAN
LP-501	LANDSCAPE DETAILS
ARCHITECTURAL PLANS	
A-120	FLOOR PLAN
A-121	ROOF PLAN
A-200-202	EXTERIOR ELEVATIONS
SIGN PLANS	
PAGES 1-7	
PH-01	PHOTOMETRIC PLAN

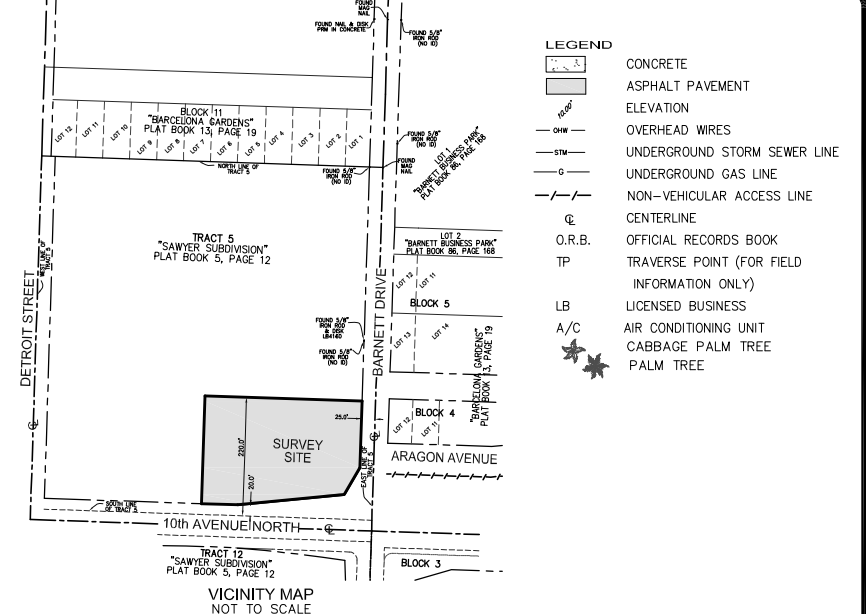
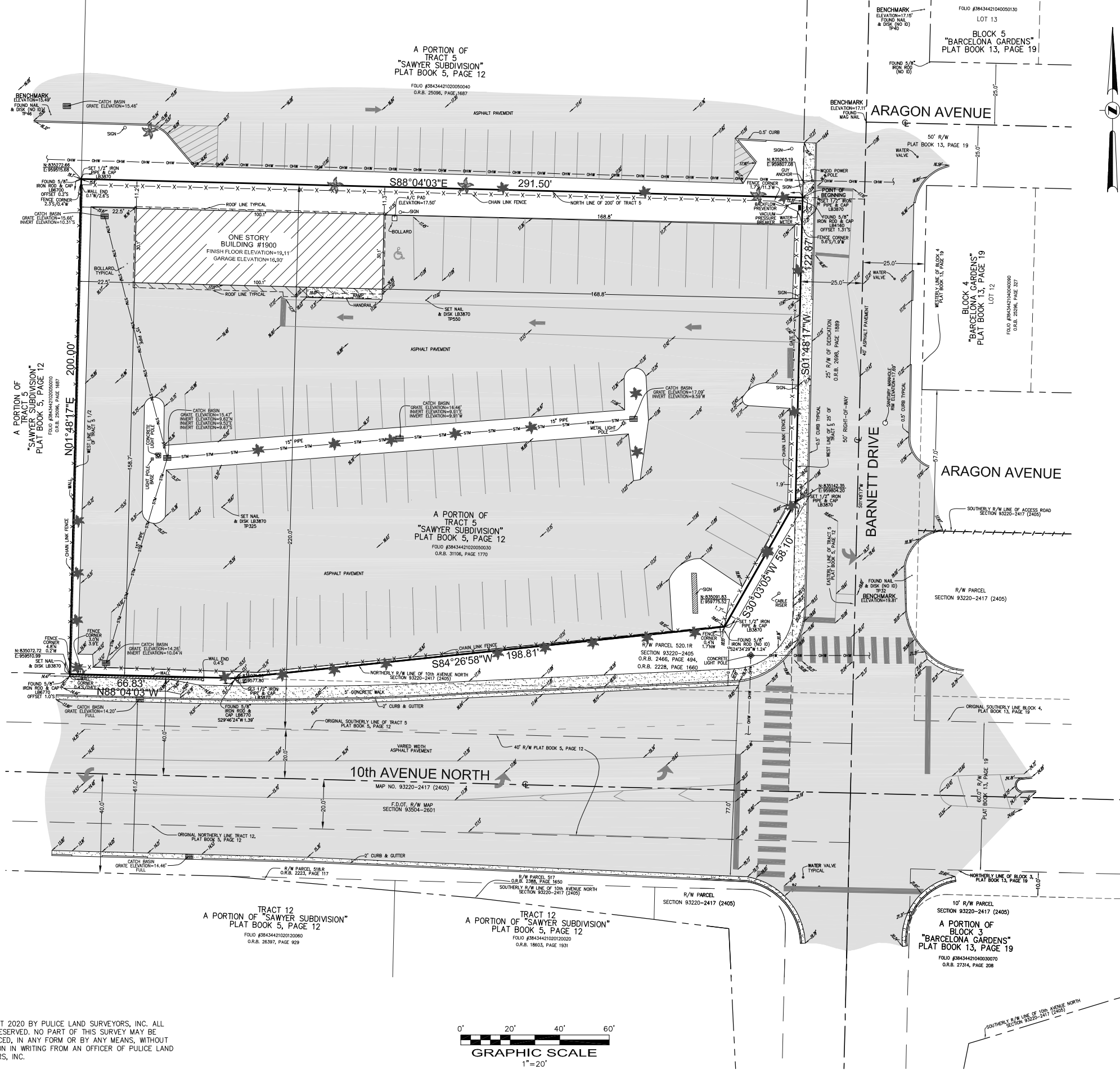
THESE PLANS MAY HAVE BEEN REDUCED IN SIZE BY REPRODUCTION. THIS MUST BE CONSIDERED WHEN OBTAINING SCALED DATA.



PREPARED FOR:
CREIGHTON CONSTRUCTION AND MANAGEMENT, LLC
900 S.W. PINE ISLAND ROAD, SUITE 202,
CAPE CORAL, FL 33991



PROJECT No. 11007.02 DATE: 05/14/2020



LEGAL DESCRIPTION:
 THE SOUTH 220 FEET OF THE EAST HALF (1/2) OF TRACT 5 OF THE SUBDIVISION OF THE WEST HALF (1/2) OF SECTION 21, TOWNSHIP 44 SOUTH, RANGE 43 EAST, PLAT BOOK 5, PAGE 12, LESS THE SOUTH 20 FEET THEREOF, LESS THE EAST 25 FEET THEREOF AND LESS THAT PARCEL TAKEN FOR 10th AVENUE NORTH AND STATE ROAD 9 (1-95) RIGHT-OF-WAY, BEING PARCEL NO. 520.1-R, SECTION 93220-2405, ALL OF THE PUBLIC RECORD OF PALM BEACH COUNTY, FLORIDA, SAID NET TRACT OF LAND MORE PARTICULARLY DESCRIBED AS FOLLOWS:
 BEGINNING AT THE POINT OF INTERSECTION OF A LINE LYING 220.00 FEET NORTH OF THE SOUTH LINE OF SAID TRACT 5, WITH A LINE LYING 25.00 FEET WEST OF THE EAST LINE OF SAID TRACT 5; THENCE S01°48'17\"/>

- NOTES:**
- 1) THIS SITE CONTAINS 54,331 SQUARE FEET (1.2473 ACRES) MORE OR LESS.
 - 2) ELEVATIONS ARE BASED ON NORTH AMERICAN VERTICAL DATUM OF 1988. PALM BEACH COUNTY BENCHMARK N 233; ELEVATION: 15.02 FEET.
 - 3) FLOOD ZONE: X; BASE FLOOD ELEVATION: NONE; COMMUNITY: 120213; PANEL: 12099C0589F; MAP DATE: 10/05/17.
 - 4) THIS SITE LIES IN SECTION 21, TOWNSHIP 44 SOUTH, RANGE 43 EAST, PALM BEACH COUNTY, FLORIDA.
 - 5) BEARINGS ARE BASED ON AN ASSUMED MERIDIAN WITH THE CENTERLINE OF BARNETT DRIVE BEING S01°48'17\"/>

CERTIFICATION:
 TO CREIGHTON CONSTRUCTION & MANAGEMENT; 7-ELEVEN INC., A TEXAS CORPORATION; FIRST AMERICAN TITLE INSURANCE COMPANY:
 THIS IS TO CERTIFY THAT THIS MAP OR PLAT AND THE SURVEY ON WHICH IT IS BASED WERE MADE IN ACCORDANCE WITH THE 2016 MINIMUM STANDARD DETAIL REQUIREMENTS FOR ALTA/NSPS LAND TITLE SURVEYS, JOINTLY ESTABLISHED AND ADOPTED BY ALTA AND NSPS, AND INCLUDES ITEMS 1, 2, 3, 4, 7(a), 8, 9, & 11 OF TABLE A THEREOF.
 THIS SURVEY IS NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OR A DIGITAL SIGNATURE AND SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.

John F Pulice
 Digitally signed by John F Pulice
 Date: 2020.06.23 11:18:26-0400
 JOHN F. PULICE, PROFESSIONAL SURVEYOR AND MAPPER, LS 2693
 JOHN F. PULICE, PROFESSIONAL SURVEYOR AND MAPPER, LS 2693
 JOHN F. PULICE, PROFESSIONAL SURVEYOR AND MAPPER, LS 2693
 STATE OF FLORIDA

NO.	REVISIONS	BY
5		
4		
3		
2		
1		

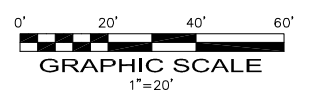
PROPOSED 7-ELEVEN SITE #41361
 1900 10th AVENUE NORTH
 LAKE WORTH BEACH, PALM BEACH COUNTY, FLORIDA 33461

BOUNDARY AND TOPOGRAPHIC SURVEY ALTA/NSPS LAND TITLE SURVEY

PULICE LAND SURVEYORS, INC.
 5381 NOB HILL ROAD
 SUNRISE, FLORIDA 33351
 TELEPHONE: (954) 572-1777
 FAX: (954) 572-1778
 E-MAIL: surveys@pulicelandsurveyors.com
 WEBSITE: www.pulicelandsurveyors.com
 CERTIFICATE OF AUTHORIZATION LB#3870

DRAWN BY: M.D. SCALE: 1" = 20' FILE: CREIGHTON CONSTRUCTION & MANAGEMENT
 CHECKED BY: J.F.P. SURVEY DATE: 2/17/20 ORIGINAL NO.: 66821

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KEITH
 301 East Atlantic Boulevard
 Pompano Beach, Florida 33060-6643
 120 North Federal Highway, Suite 208
 Lake Worth, Florida 33460
 PH: (954) 788-3400

Florida Certificate of
 Authorization # - 7928
 BID / CONTRACT NO. :

REVISIONS

NO.	DESCRIPTION	DATE

**PRELIMINARY PLAN
 NOT FOR CONSTRUCTION**
 THESE PLANS ARE NOT FULLY PERMITTED
 AND ARE SUBJECT TO REVISIONS MADE
 DURING THE PERMITTING PROCESS.
 RESPONSIBILITY FOR THE USE OF THESE
 PLANS PRIOR TO OBTAINING PERMITS
 FROM ALL AGENCIES HAVING JURISDICTION
 OVER THE PROJECT WILL FALL SOLELY
 UPON THE USER.



7-ELEVEN #41361
 1900 10TH AVENUE
 NORTH, LAKE WORTH,
 FLORIDA 33461

SCALE: AS NOTED

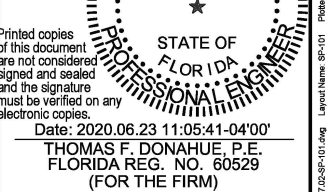
1ST SUBMITTAL DATE: MARCH 2020

DRAWN BY: MG

DESIGNED BY: MG

CHECKED BY: TD

This item has been
 digitally signed and
 sealed by Thomas
 F. Donahue, P.E.
 on the date
 adjacent to the
 seal.



Date: 2020.06.23 11:05:41-04'00'

THOMAS F. DONAHUE, P.E.
 FLORIDA REG. NO. 60529
 (FOR THE FIRM)

SHEET TITLE

SITE PLAN

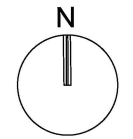
SHEET NUMBER

SP-101

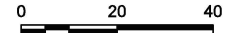
PROJECT NO. 11007.02

NOTES:

- REFER TO ARCHITECTURAL PLANS FOR INTERIOR FLOOR PLAN LAYOUT
- DELIVERY TRUCKS TO USE SERVICE ENTRANCE FROM 10TH AVENUE NORTH (SEE SHEET SP-102)



GRAPHIC SCALE



SCALE: 1"=20'

NOTE: PRINTED DRAWING SIZE MAY HAVE CHANGED FROM ORIGINAL. VERIFY SCALE USING BAR SCALE ABOVE.

SITE DATA TABLE:

PROJECT ADDRESS:
 1900 10th Avenue North, Lake Worth Beach, FL 33461

PROJECT INFORMATION:
 LAND USE DESIGNATION: Mixed-Use West
 ZONING DESIGNATION: Mixed-Use West (MU-W)
 FOLIO NUMBER: 38-43-44-21-02-005-0030

	EXISTING	REQUIRED	PROPOSED	
			Value	Unit
GROSS SITE AREA (S.F.) PER SURVEY	54,331 SF	13,000 SF Min	54,331	SF
TYPE OF USE	Auto-Sales; Truck Rentals	Vehicle Filling Station w/ Accessory Retail		
RETAIL BUILDING AREA	N/A	50% of Site Area	4,730	SF
VEHICLE FILLING STATION AREA	N/A	MAX	3,112	SF
TOTAL BUILDING FOOTPRINT	1,600 SF	27,165 SF MAX	7,842	SF

ZONING DISTRICT REQUIREMENTS:

	EXISTING	REQUIRED	PROPOSED	Unit
BUILDING HEIGHT AT SETBACK		24 FT	24	FT
BUILDING COVERAGE AREA		50% MAX	14%	
FLOOR AREA RATIO (1.3 Max)		70,630 SF MAX	7,842	SF
LANDSCAPE COVERAGE / PERVIOUS AREA		35% MIN	35.4%	*
IMPERVIOUS AREA COVERAGE		65%	64.6%	*

SETBACK REQUIREMENTS:

	REQUIRED	PROPOSED	Unit
FRONT YARD (CANOPY)	32 FT MAX	30.21	FT
SIDE (INTERIOR) YARD (CANOPY)	20 FT	91.65	FT
CORNER	N/A	N/A	FT
STREET SIDE YARD (CANOPY)	20 FT	40.84	FT
REAR YARD (BUILDING)	10 FT	10	FT

LANDSCAPE BUFFER:

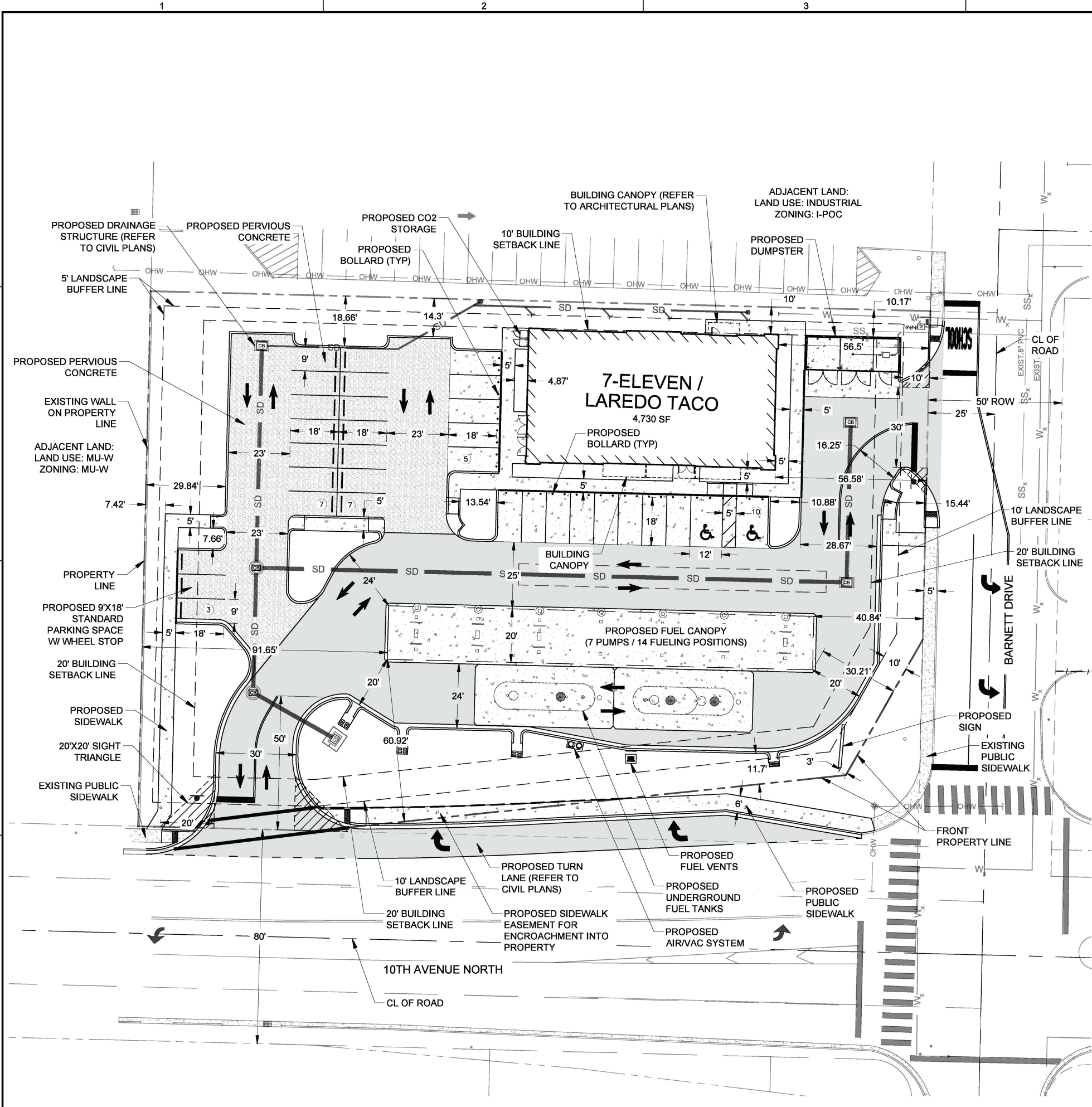
	REQUIRED	PROPOSED	Unit
FRONT YARD (SOUTH)	10 FT	10	FT
SIDE INTERIOR YARD (WEST)	5 FT	5	FT
STREET SIDE YARD (EAST)	10 FT	10	FT
REAR YARD (NORTH)	5 FT	5	FT

SITE AREA CALCULATIONS:

	REQUIRED	PROPOSED	Unit
IMPERVIOUS AREAS			
PROPOSED BUILDING (INCLUDES OVERHANGS AND FUEL CANOPY)	27,165 SF MAX	8,081	SF
VEHICLE USE AREAS (ASPHALT & CONCRETE PAVEMENT)	N/A	19,401	SF
SIDEWALKS/CONCRETE (INCLUDES 50% OF OVERALL 7,191 SF PERVIOUS PAVEMENT AREA)		7,642	SF
TOTAL IMPERVIOUS (SF)	35,315 SF MAX	35,124	SF
TOTAL IMPERVIOUS (%) PER SECTION 23.3-18.c	65%	64.6%	
PERVIOUS AREAS			
PERVIOUS PAVEMENT (CALCULATED AT 50% OF OVERALL 7,191 SF AREA)		3,596	SF
LANDSCAPE PLANTING AREA		15,612	SF
TOTAL PERVIOUS AREAS (SF)	19,016 SF MIN	19,208	SF
TOTAL PERVIOUS AREAS (%)	35%	35.4%	

PARKING REQUIREMENTS

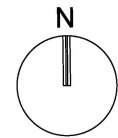
	EXISTING	REQUIRED	PROPOSED
RETAIL = 4496 SF (1 PER 200SF)		23	
RESTAURANT SEATING = 234 SF (1 PER 75 SF)		3	
FILLING STATION (6 SPACE MINIMUM)		6	
TOTAL GROSS PARKING REQUIRED		32	
SHARED PARKING CLAUSE (-25%)		-8	
TOTAL NET PARKING REQUIRED		24	
PROVIDED PARKING SPACES (9'X18')			30
PROVIDED ADA SPACES: (12'X20')			2
TOTAL PARKING PROVIDED	84	24	32



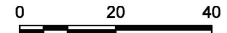
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SITE AREA CALCULATIONS:	REQUIRED	PROPOSED	
IMPERVIOUS AREAS			
PROPOSED BUILDING (INCLUDES OVERHANGS AND FUEL CANOPY)	27,165 SF MAX	8,081	SF
VEHICLE USE AREAS (ASPHALT & CONCRETE PAVEMENT)	N/A	19,401	SF
SIDEWALKS/CONCRETE (INCLUDES 50% OF OVERALL 7,191 SF PERVIOUS PAVEMENT AREA)		7,642	SF
TOTAL IMPERVIOUS (SF)	35,315 SF MAX	35,124	SF
TOTAL IMPERVIOUS (%) PER SECTION 23.3-18.c	65%	64.6%	
PERVIOUS AREAS			
PERVIOUS PAVEMENT (CALCULATED AT 50% OF OVERALL 7,191 SF AREA)		3,596	SF
LANDSCAPE PLANTING AREA		15,612	
TOTAL PERVIOUS AREAS (SF)	19,016 SF MIN	19,208	
TOTAL PERVIOUS AREAS (%)	35%	35.4%	

	PROPOSED BUILDING
	VEHICLE USE AREA
	SIDEWALKS / CONCRETE
	PERVIOUS PAVEMENT
	PERVIOUS AREA



GRAPHIC SCALE



SCALE: 1"=20'

NOTE: PRINTED DRAWING SIZE MAY HAVE CHANGED FROM ORIGINAL. VERIFY SCALE USING BAR SCALE ABOVE.



301 East Atlantic Boulevard
Pompano Beach, Florida 33060-6643

120 North Federal Highway, Suite 208
Lake Worth, Florida 33460

PH: (954) 788-3400

Florida Certificate of
Authorization # - 7928

BID / CONTRACT NO. :

REVISIONS

NO.	DESCRIPTION	DATE

**PRELIMINARY PLAN
NOT FOR CONSTRUCTION**
THESE PLANS ARE NOT FULLY PERMITTED AND ARE SUBJECT TO REVISIONS MADE DURING THE PERMITTING PROCESS. RESPONSIBILITY FOR THE USE OF THESE PLANS PRIOR TO OBTAINING PERMITS FROM ALL AGENCIES HAVING JURISDICTION OVER THE PROJECT WILL FALL SOLELY UPON THE USER.



7-ELEVEN #41361
1900 10TH AVENUE
NORTH, LAKE WORTH,
FLORIDA 33461

SCALE: AS NOTED

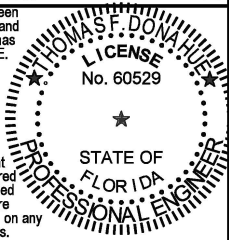
1ST SUBMITTAL DATE: MARCH 2020

DRAWN BY: MG

DESIGNED BY: MG

CHECKED BY: TD

This item has been digitally signed and sealed by Thomas F. Donahue, P.E. on the date adjacent to the seal.



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Date: 2020.06.23 11:06:36 04'00"
THOMAS F. DONAHUE, P.E.
FLORIDA REG. NO. 60529
(FOR THE FIRM)

SHEET TITLE

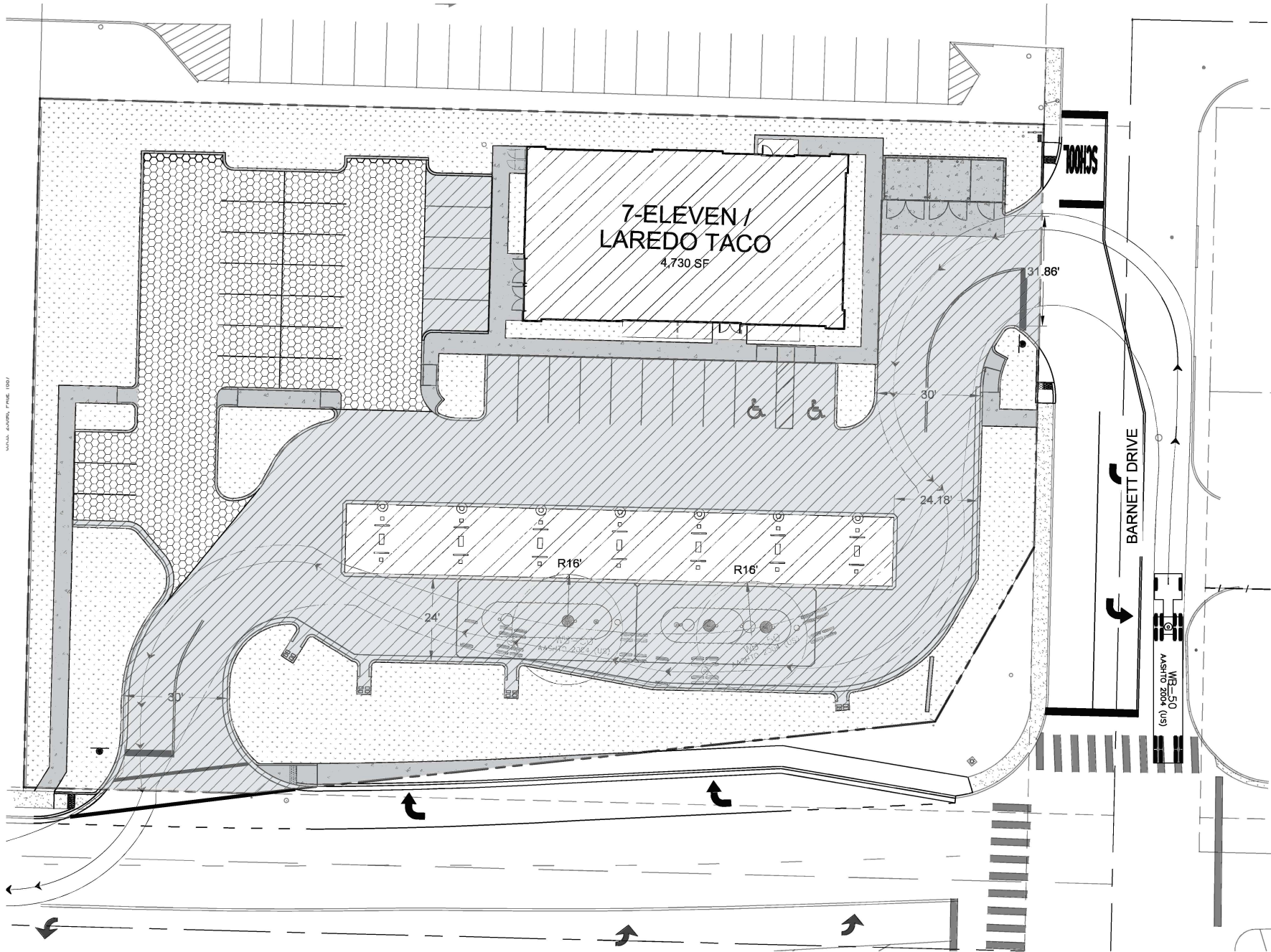
PERVIOUS /
IMPERVIOUS
EXHIBIT

SHEET NUMBER

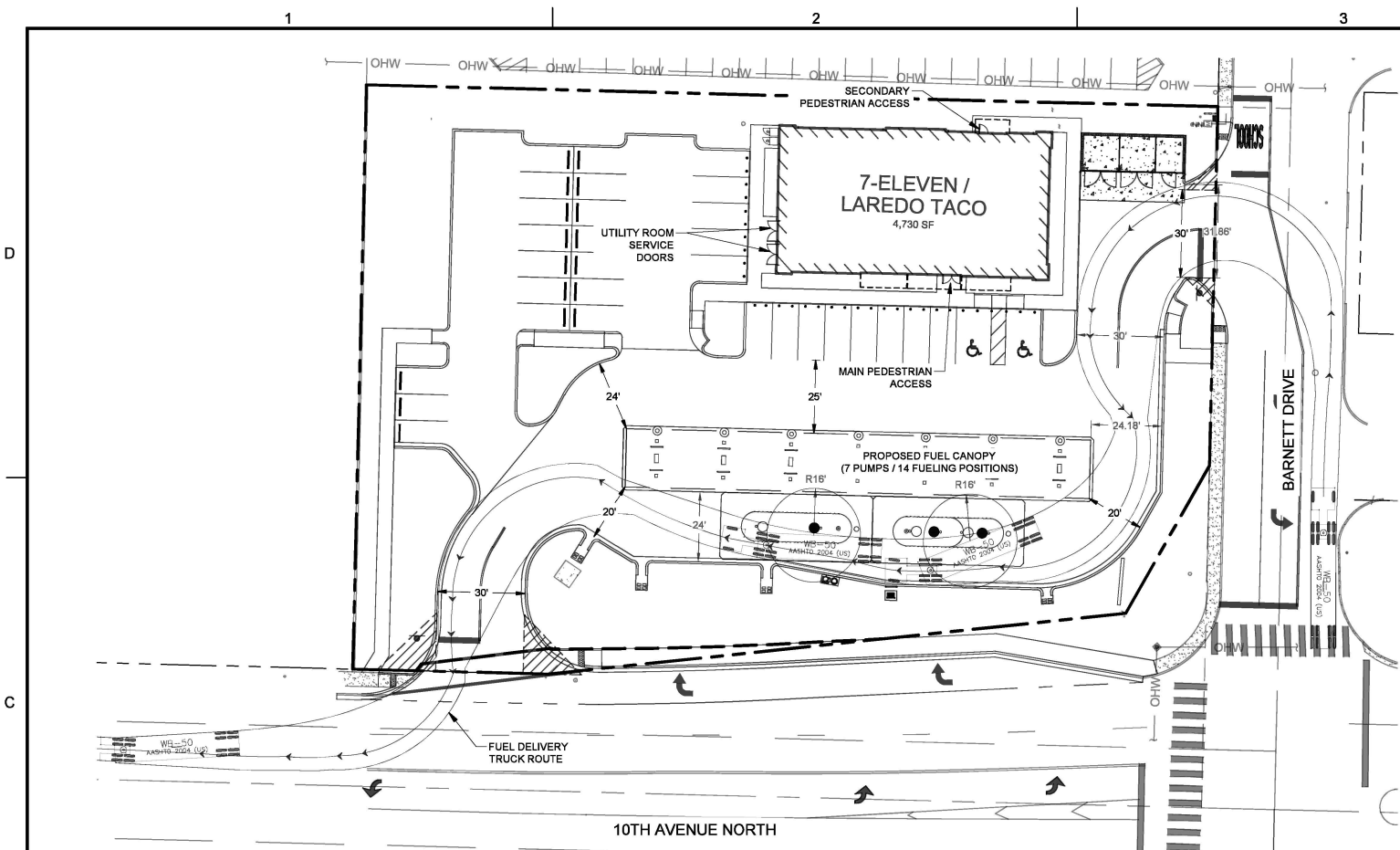
SP-103

PROJECT NO. 11007.02

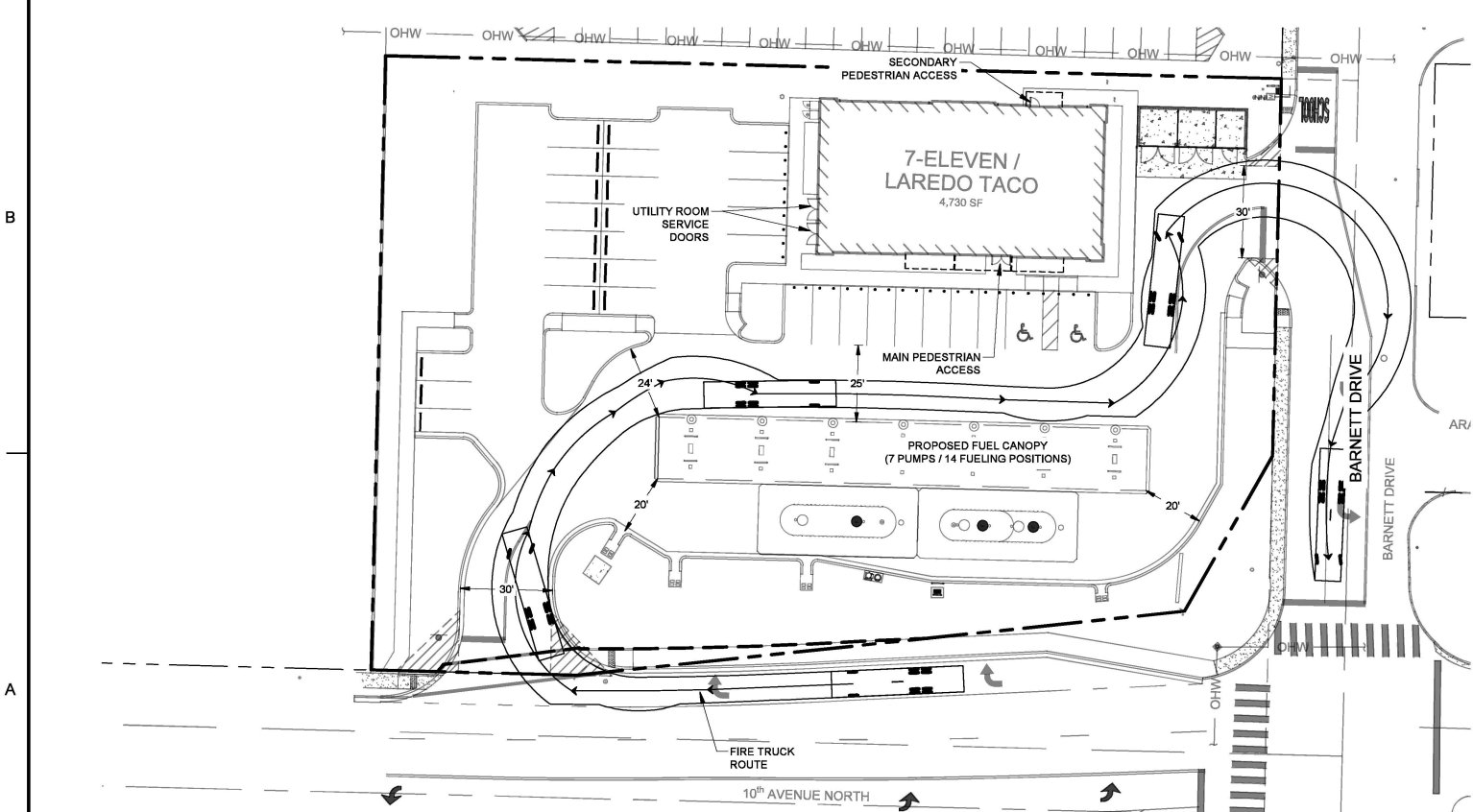
- NOTES:**
- REFER TO SITE PLAN SHEET SP-101 FOR FULL SITE DATA TABLE
 - AREA CALCULATIONS ARE BASED OFF OF 54,331 SF GROSS SITE AREA PER SURVEY



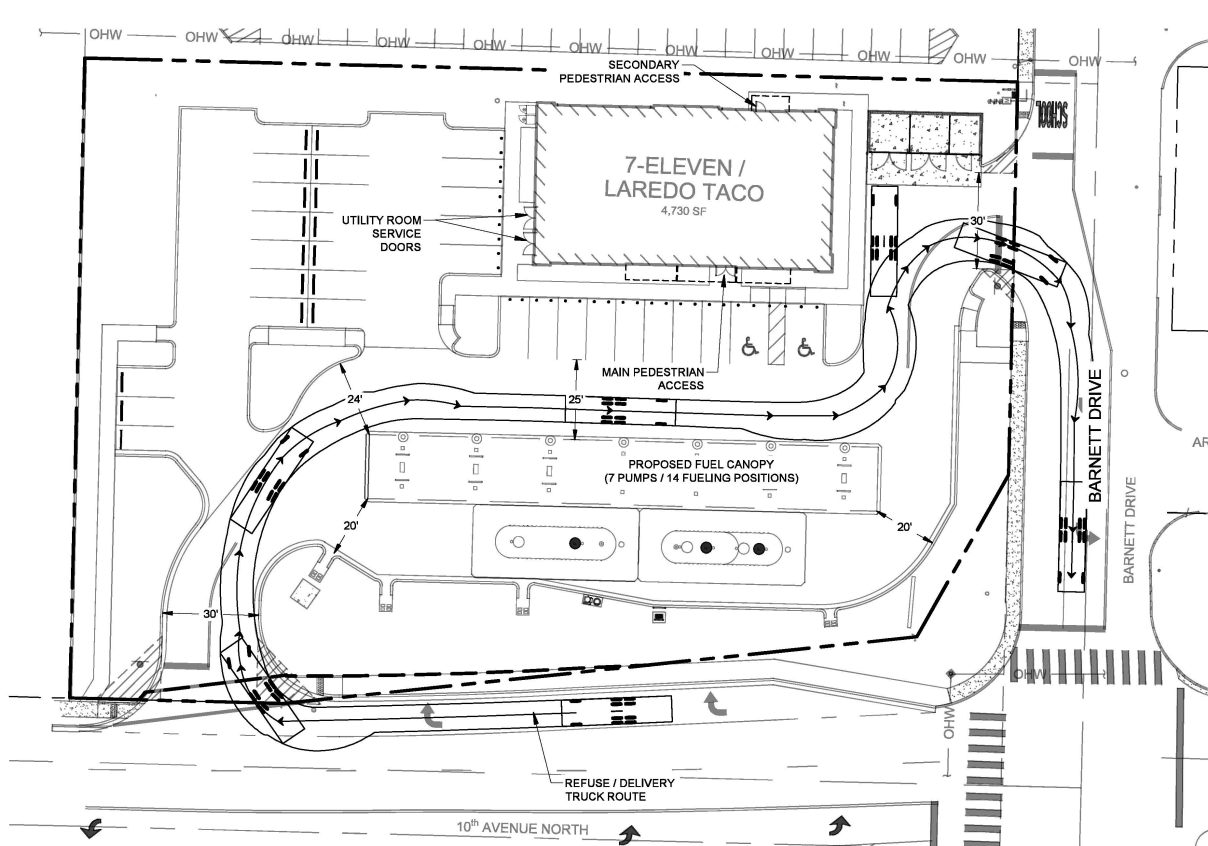
Drawing name: \\111111007.02-7-11-1900 10th Ave. N. Lake Worth FL\Engineering\Cadd\11007.02-SP-103-Pervious Exhibit.dwg Layer: 11007.02-SP-103



CIRCULATION ROUTE: FUEL TRUCK

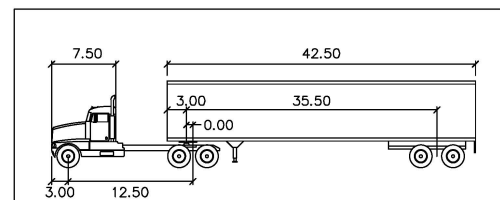


CIRCULATION ROUTE: FIRE TRUCK



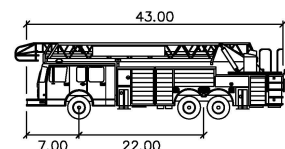
CIRCULATION ROUTE: REFUSE / DELIVERY TRUCK

AUTOTURN VEHICLE DETAILS



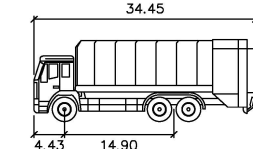
FUEL TRUCK

feet			
Tractor Width	: 8.00	Lock to Lock Time	: 6.0
Trailer Width	: 8.50	Steering Angle	: 17.7
Tractor Track	: 8.00	Articulating Angle	: 70.0
Trailer Track	: 8.50		



FIRE TRUCK

feet	
Width	: 8.50
Track	: 8.50
Lock to Lock Time	: 6.0
Steering Angle	: 33.3

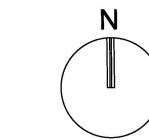


REFUSE / DELIVERY TRUCK

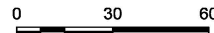
feet	
Width	: 8.20
Track	: 8.20
Lock to Lock Time	: 6.0
Steering Angle	: 42.0

NOTES:

1. DELIVERY TRUCKS TO USE SERVICE ENTRANCE FROM 10TH AVENUE NORTH



GRAPHIC SCALE



SCALE: 1"=30'

NOTE: PRINTED DRAWING SIZE MAY HAVE CHANGED FROM ORIGINAL. VERIFY SCALE USING BAR SCALE ABOVE.



KEITH

301 East Atlantic Boulevard
Pompano Beach, Florida 33060-6643

120 North Federal Highway, Suite 208
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PH: (954) 788-3400

Florida Certificate of
Authorization # - 7928

BID / CONTRACT NO.:

REVISIONS

NO.	DESCRIPTION	DATE

PRELIMINARY PLAN
NOT FOR CONSTRUCTION

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7-ELEVEN #41361
1900 10TH AVENUE
NORTH, LAKE WORTH,
FLORIDA 33461

SCALE: AS NOTED

1ST SUBMITTAL DATE: MARCH 2020

DRAWN BY: MG

DESIGNED BY: MG

CHECKED BY: TD

This item has been digitally signed and sealed by Thomas F. Donahue, P.E. on the date adjacent to the seal.

Printed copies of this document are not considered signed and sealed and the signature must be verified on any electronic copies.

THOMAS F. DONAHUE, P.E.
FLORIDA REG. NO. 60529
(FOR THE FIRM)

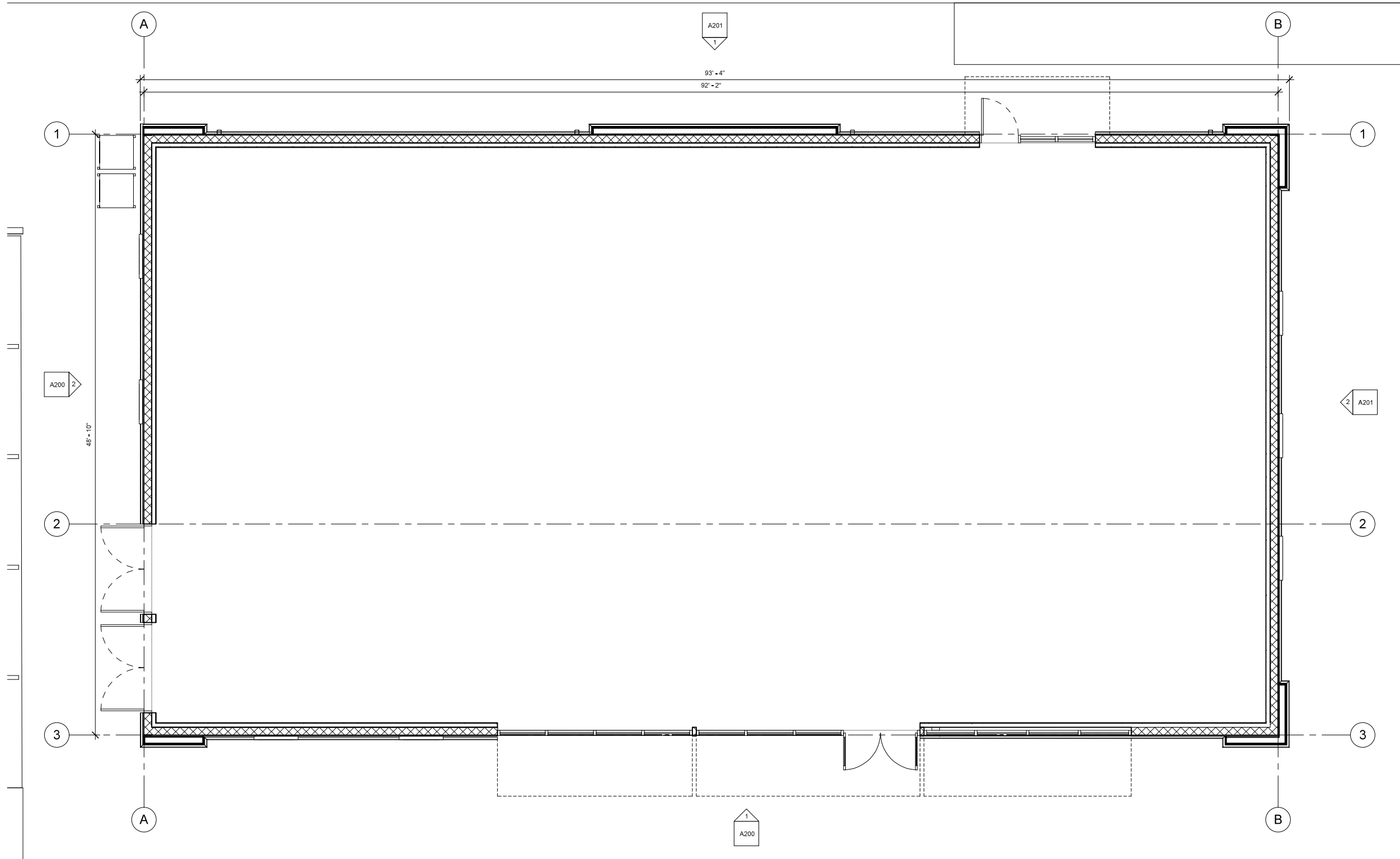
SHEET TITLE

VEHICLE
CIRCULATION
PLAN

SHEET NUMBER

SP-102

PROJECT NO. 11007.02



FLOOR PLAN
SCALE: 1/4" = 1'-0"

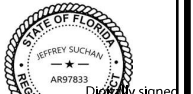
1925 Prospect Ave.
Orlando, FL 32814
P (407) 661-9100
F (407) 661-9101
www.c-p.com
Florida Composite Certificate #AA 000026

Chalaci & Peterson
Architects Engineers Planners
ORLANDO • PHILADELPHIA

CLIENT NAME
CREIGHTON CONST.

7-ELEVEN - LAKE WORTH
1900 10TH AVENUE NORTH LAKE WORTH, FL

FLOOR PLAN

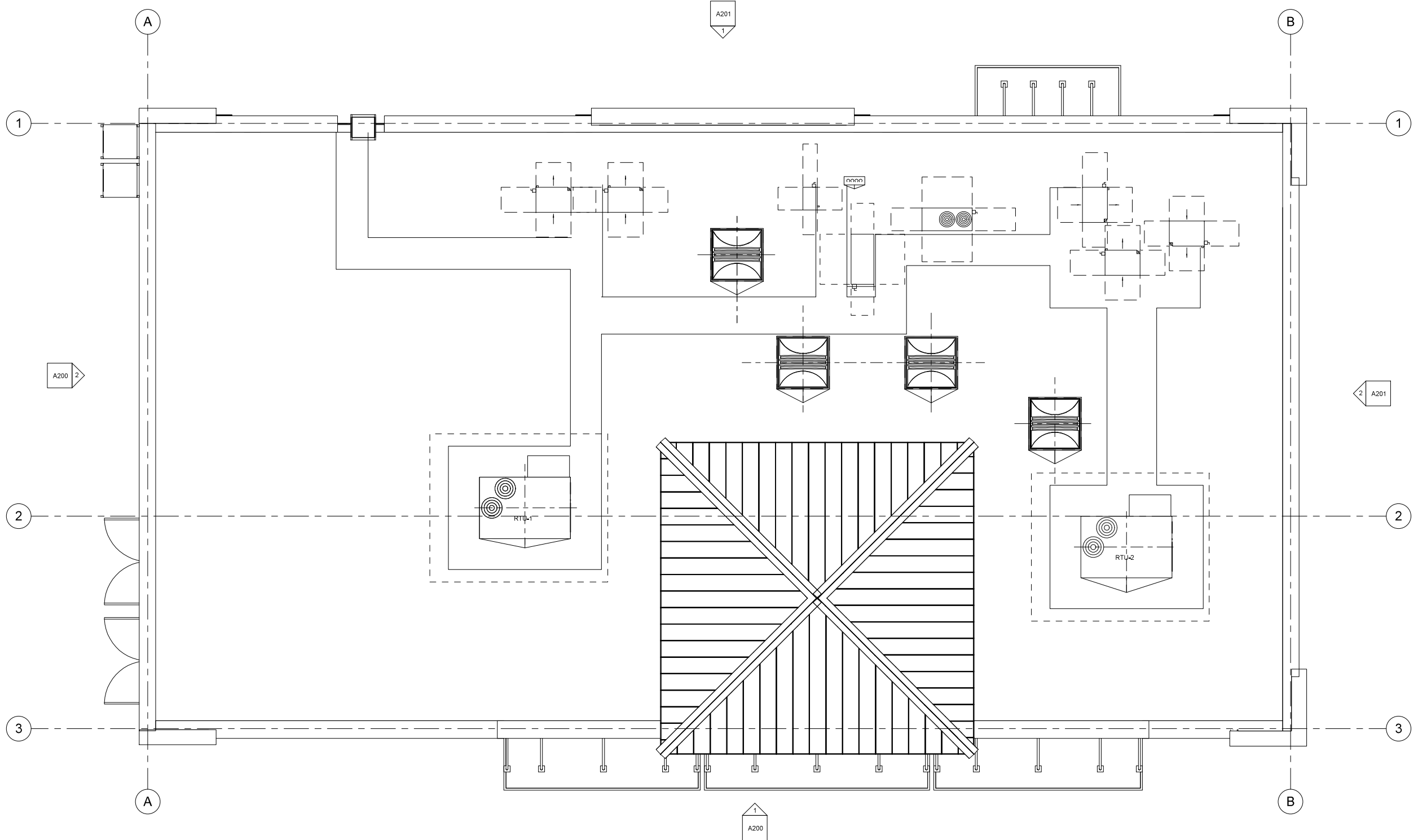


Digitally signed
Jeffrey R. Suchan
Date: 2020.06.25
14:03:39 -04'00'

Revision Schedule	
No.	Date

PROJECT NO. 2191107	DATE 05/08/2020	DRAWN DA, AC	CHECKED CA
------------------------	--------------------	-----------------	---------------

A120



1 ROOF PLAN
SCALE: 1/4" = 1'-0"

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CREIGHTON CONST.

7-ELEVEN - LAKE WORTH
1900 10TH AVENUE NORTH LAKE WORTH, FL

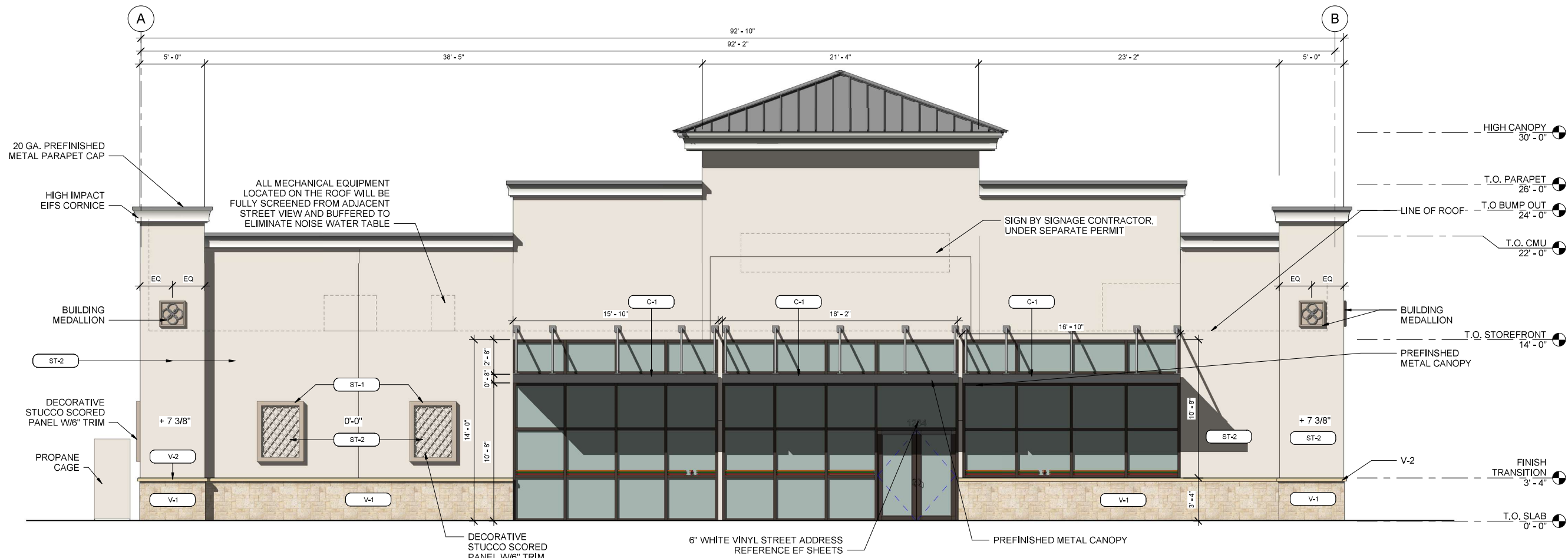
ROOF PLAN



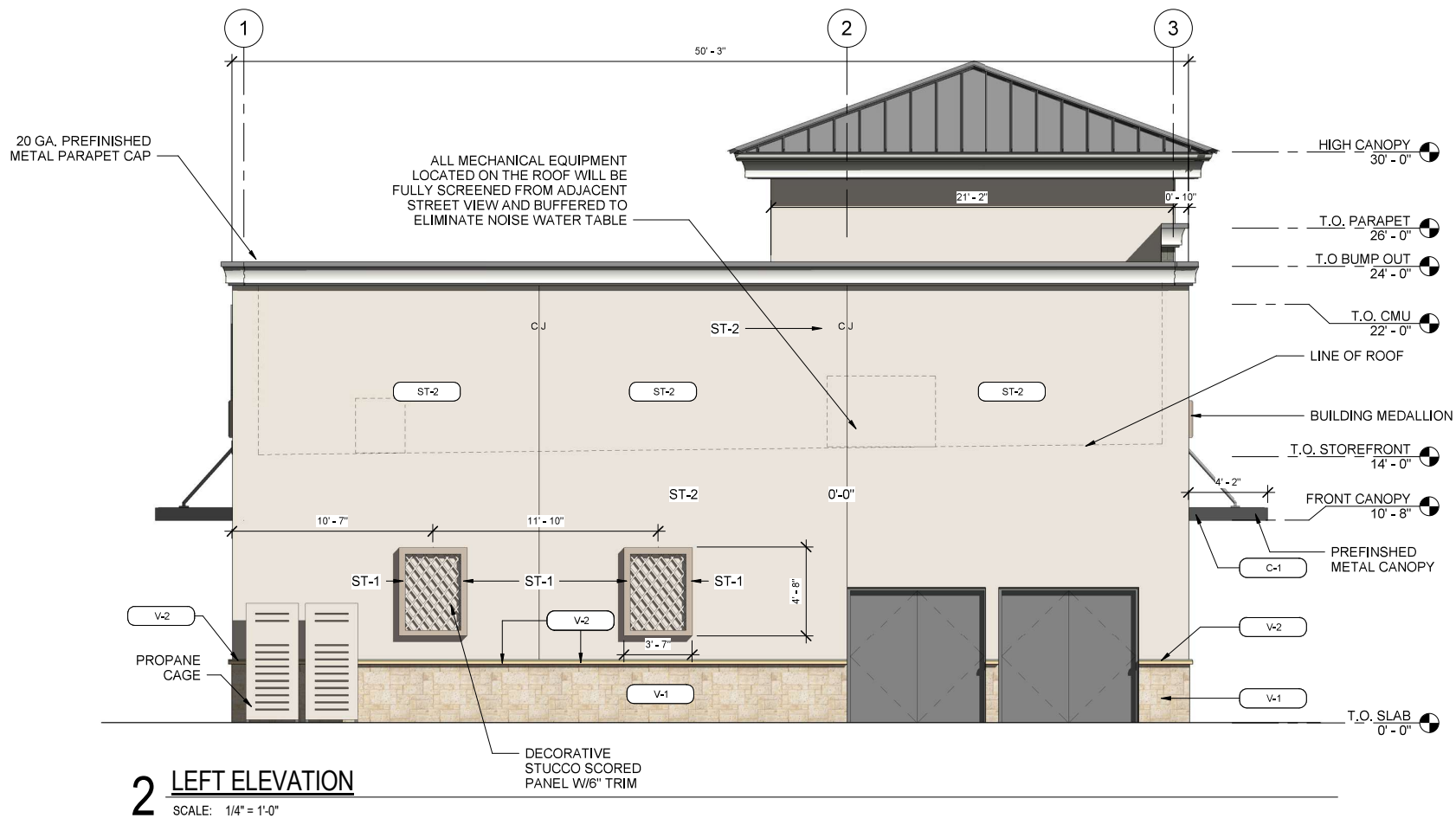
Jeffrey R. Suchan signed by
R. Suchan
Date: 2020.06.25
14:04:32 -04'00'

Revision Schedule	No.	Description	Date

PROJECT NO. 2191107	DATE 05/08/2020	DRAWN DA	CHECKED CA
------------------------	--------------------	-------------	---------------



1 FRONT ELEVATION
SCALE: 1/4" = 1'-0"



2 LEFT ELEVATION
SCALE: 1/4" = 1'-0"

EXTERIOR MATERIALS SCHEDULE			
COLOR	NO.	MATERIAL	MANUFACTURER - COLOR
	MR-1	MEMBRANE ROOFING	DUROLAST - WHITE
	ST-1	PAINTED STUCCO	SHERWIN WILLIAMS BALANCED BEIGE - SW 7037 - LRV 46
	ST-2	PAINTED STUCCO	SHERWIN WILLIAMS - AESTHETIC WHITE - SW 7035 - LRV 73
	V-1	VENEER STONE	EQUAL TO CORAL STONE BY CULTURED STONE - FOSSIL REEF
	V-2	WATERTABLE/SILL	EQUAL TO CORAL STONE BY CULTURED STONE - CHAMPAGNE
	P-3	EXTERIOR HOLLOW METAL DOORS, FRAMES, TRASH ENCLOSURE GATE, GRAVEL GUARDS AND LIGHT POLES	SHERWIN WILLIAMS - SEAL SKIN SW 7675
	P-6	EXTERIOR BOLLARDS	SHERWIN WILLIAMS - SEAL SKIN SW 7675
	S-1	ALUMINUM STOREFRONT GLAZING, CAP FLASHING, DOWNSPOUTS & SCUPPERS	DARK BRONZE
	C-1	PREFINISHED ALUMINUM CANOPY	AWNING WORKS OR THOMPSON AWNING - TO MATCH STOREFRONT COLOR W/REAR GUTTER CONNECTIONS
	FC-1	FUEL CANOPY FASCIA	REYNOBOND CORP. - EASTMAN WHITE - PY - 25

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CLIENT NAME
CREIGHTON CONST.

7-ELEVEN - LAKE WORTH
1900 10TH AVENUE NORTH LAKE WORTH, FL

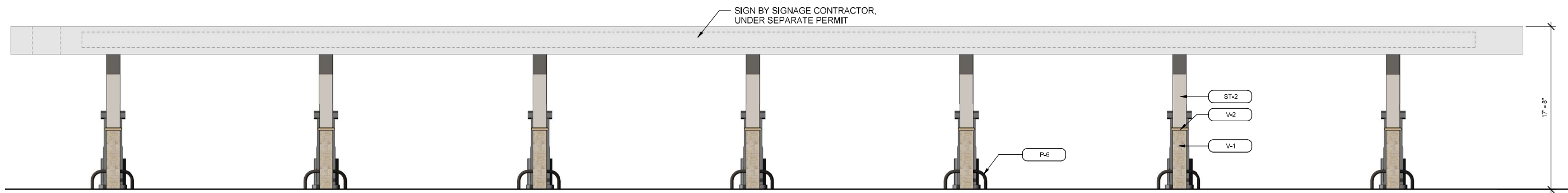
EXTERIOR ELEVATIONS

STATE OF FLORIDA
JEFFREY R. SUCHAN
ARCHITECT
No. ARS7833
Jeffrey R. Suchan signed by Jeffrey R. Suchan
Date: 2020.06.25 14:05:28 -0400'

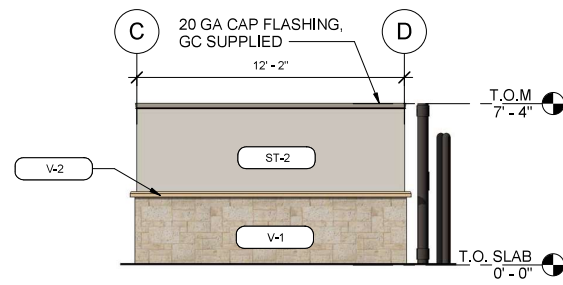
Revision Schedule	Date
No.	Description

PROJECT NO. 219107
DATE 05/08/2020
DRAWN DA, AC
CHECKED CA

A200



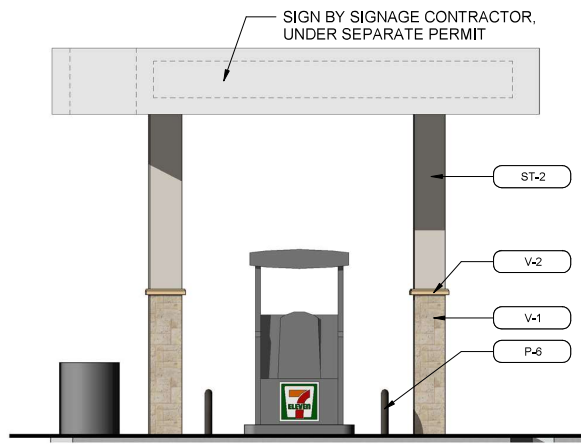
1 GAS CANOPY FRONT
SCALE: 3/16" = 1'-0"



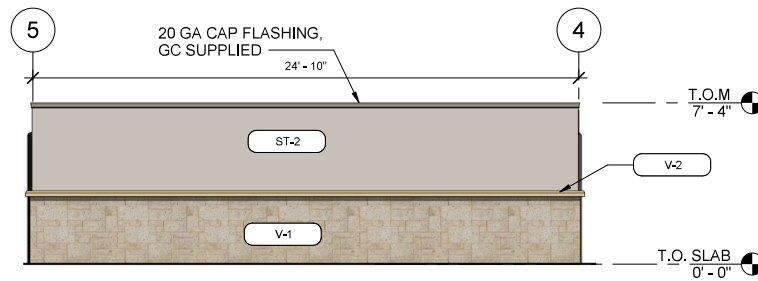
2 DUMPSTER LEFT ELEVATION
SCALE: 1/4" = 1'-0"



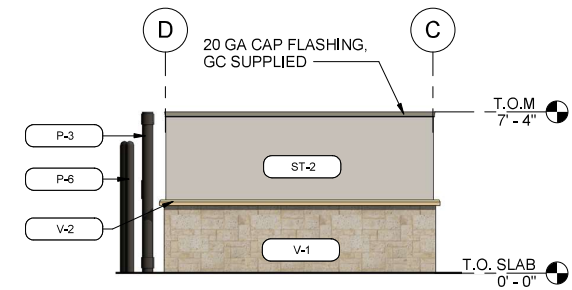
3 DUMPSTER FRONT ELEVATION
SCALE: 1/4" = 1'-0"



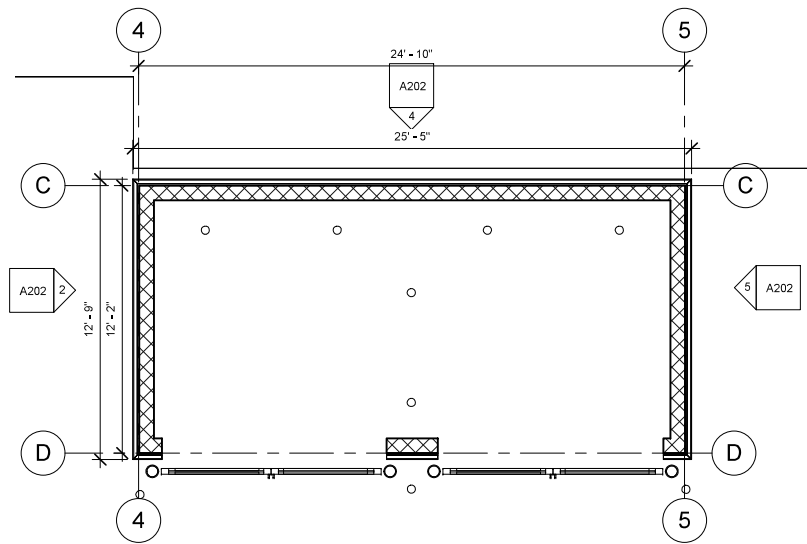
7 GAS CANOPY LEFT
SCALE: 1/4" = 1'-0"



4 DUMPSTER REAR ELEVATION
SCALE: 1/4" = 1'-0"



5 DUMPSTER RIGHT ELEVATION
SCALE: 1/4" = 1'-0"



6 DUMPSTER FLOOR PLAN
SCALE: 1/4" = 1'-0"

EXTERIOR MATERIALS SCHEDULE			
COLOR	NO.	MATERIAL	MANUFACTURER - COLOR
	MR-1	MEMBRANE ROOFING	DUROLAST - WHITE
	ST-1	PAINTED STUCCO	SHERWIN WILLIAMS BALANCED BEIGE - SW 7037 - LRV 46
	ST-2	PAINTED STUCCO	SHERWIN WILLIAMS - AESTHETIC WHITE - SW 7035 - LRV 73
	V-1	VENEER STONE	EQUAL TO CORAL STONE BY CULTURED STONE - FOSSIL REEF
	V-2	WATERTABLE/ SILL	EQUAL TO CORAL STONE BY CULTURED STONE - CHAMPAGNE
	P-3	EXTERIOR HOLLOW METAL DOORS, FRAMES, TRASH ENCLOSURE GATE, GRAVEL GUARDS AND LIGHT POLES	SHERWIN WILLIAMS - SEAL SKIN SW 7675
	P-6	EXTERIOR BOLLARDS	SHERWIN WILLIAMS - SEAL SKIN SW 7675
	S-1	ALUMINUM STOREFRONT GLAZING, CAP FLASHING, DOWNSPOUTS & SCUPPERS	DARK BRONZE
	C-1	PREFINISHED ALUMINUM CANOPY	AWNING WORKS OR THOMPSON AWNING - TO MATCH STOREFRONT COLOR W/WEAR GUTTER CONNECTIONS
	FC-1	FUEL CANOPY FASCIA	REYNOBOND CORP. - EASTMAN WHITE - PY - 25

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CLIENT NAME
CREIGHTON CONST.

7-ELEVEN - LAKE WORTH
1900 10TH AVENUE NORTH LAKE WORTH, FL

FUEL CANOPY & DUMPSTER ELEV. AND FLOOR PLAN

STATE OF FLORIDA
JEFFREY R. SUCHAN
ARCHITECT
No. ARS7833
Jeffrey R. Suchan
Date: 2020.06.23
14:06:49-04:00

Revision Schedule	Date
No.	Description

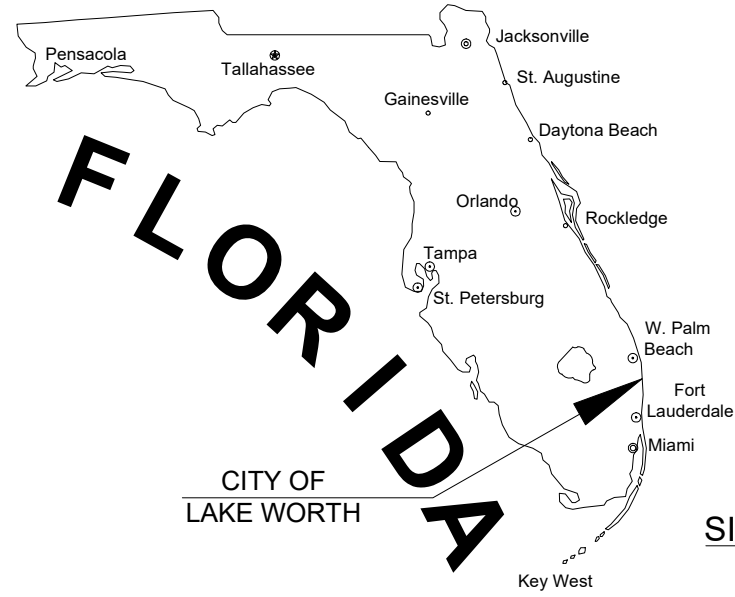
PROJECT NO. 2191107
DATE 05/08/2020
DRAWN DA, AC
CHECKED
DATE

A202

PRELIMINARY ENGINEERING PLANS

FOR

7-ELEVEN 41361 1900 10th AVENUE NORTH LAKE WORTH, FLORIDA 33461



CITY OF
LAKE WORTH

SITE LOCATION

RELATIONSHIP BETWEEN
NGVD 1929 AND NAVD 1988

DATUM	DIFFERENCE	ELEV.
NGVD 1929	+1.52 FEET	1.52'
NAVD 1988		0.00'

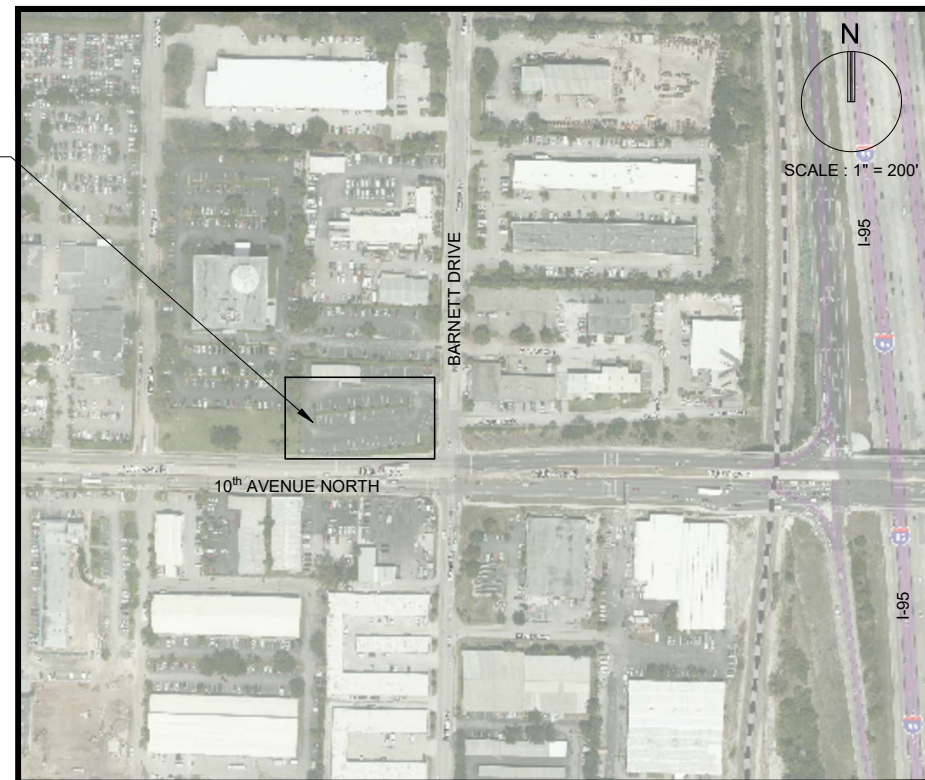
ALL ELEVATIONS SHOWN ON THESE PLANS ARE
BASED ON NAVD 1988 DATUM

LAND DESCRIPTION:

THE SOUTH 220 FEET OF THE EAST HALF (1/2) OF TRACT 5 OF THE SUBDIVISION OF THE WEST HALF (1/2) OF SECTION 21, TOWNSHIP 44 SOUTH, RANGE 43 EAST, PLAT BOOK 5, PAGE 12, LESS THE SOUTH 20 FEET THEREOF, LESS THE EAST 25 FEET THEREOF AND LESS THAT PARCEL TAKEN FOR 10TH AVENUE AND STATE ROAD 9 (I-95) RIGHT-OF-WAY, BEING PARCEL No. 520.1-R SECTION 93220-2405, ALL OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA, TO WIT.

FEMA FLOOD ZONE:

THE PROPERTY IS LOCATED WITHIN FLOOD ZONE X, AS SHOWN ON F.I.R.M. NUM. 12099C0589F, BEARING A MAP EFFECTIVE DATE OF 10/05/2017.



LOCATION MAP

SECTION 21, TOWNSHIP 44 S, RANGE 43 E
FOLIO #38434421020050030

INDEX OF SHEETS		
Sheet Sequence No.	Sheet Identification	Sheet Title
	--	COVER
1	--	SURVEY
2	GI-001	LEGEND
3	GI-002	CONSTRUCTION SPECIFICATIONS
4	GI-003	GENERAL NOTES
5	CG-101	EROSION AND SEDIMENT CONTROL PLAN
6	CD-101	DEMOLITION PLAN
7	CP-101	PAVING, GRADING, DRAINAGE AND UTILITY PLAN
8 - 11	CP-501 - CP-504	ENGINEERING DETAILS
12	CM-101	PAVEMENT MARKING AND SIGNAGE PLAN

PERMITTING AGENCIES	PERMIT NO.	EXPIRES
CITY OF LAKE WORTH		
PALM BEACH COUNTY LAND DEVELOPMENT		
FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION		
FLORIDA DEPT OF HEALTH IN PALM BEACH COUNTY		
SOUTH FLORIDA WATER MANAGEMENT DISTRICT		

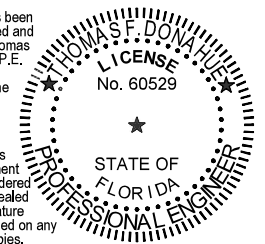
THESE PLANS MAY HAVE BEEN
REDUCED IN SIZE BY REPRODUCTION.
THIS MUST BE CONSIDERED WHEN
OBTAINING SCALED DATA.



PREPARED FOR:
CREIGHTON CONSTRUCTION AND MANAGEMENT, LLC
900 S.W. PINE ISLAND ROAD, SUITE 202,
CAPE CORAL, FL 33991



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F. Donahue, P.E.,
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seal.



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Date: 2020.06.25 15:50:31-04'00'
THOMAS F. DONAHUE, P.E.
FLORIDA REG. NO. 60529
(FOR THE FIRM)

PROJECT No. 11007.02 DATE: 01/30/2020

General Symbols		
Existing	Proposed	Description
		Centerline & Baseline of Survey or Construction
		Building Access (ADA)
		Building Access (NON-ADA)
		Driveway Turnout Identification (Per FDOT Index 515) w/ Drive Width
		Sidewalk Curb Ramp (Per FDOT Index 304)
		Proposed Section Marker
		Flag Pole
		GPS Point
		Hay Bales
		Mail Box
		Major Contour Elevation
		Minor Contour Elevation
		Parking Meter
		Property Line
		Grade Elevation
		Top Of Curb Elevation/Pavement Elevation
		Soil Test Boring Hole
		Survey Bench Mark

Line Types		
Existing	Proposed	Description
		County Bound
		Demolition Line
		Easement Line
		Property Line
		Limited Access Line/Non-Vehicular Access
		Railroad
		Right Of Way
		Canal Or Drainage Ditch
		Shore Line
		Tree Line
		Aerial Communication Line
		Underground Communication Line
		Underground Storm Drain Line (Double Line 24" And Over)
		Underground Sanitary Line
		Aerial Electric Line
		Underground Electric
		Underground Water Line
		Underground Non Potable Water Line
		Underground Force Main
		Gate
		Chain Link Fence
		Wood Fence
		Metal Rail Fence
		Silt Fence
		Staked Turbidity Barrier
		Turbidity Barrier
		Guard Rail
		Roadway Centerline
		2 - 4 Skip
		3 - 9 Skip
		6 - 10 Skip
		10 - 30 Skip
		10 - 10 - 20 Skip
		Curb
		Curb And Gutter

Landscaping		
Existing	Proposed	Description
		Bush
		Tree
		Palm Tree

Paving and Grading		
Existing	Proposed	Description
		Flow Directional Arrow
		Pavement Marking Arrows
		Stop Bar
		Concrete Sidewalk
		Jogging Path
		Pavement Area
		Existing Pavement/Concrete/ Landscape Removal Area
		Milling And Resurfacing
		Detectable Warning (Truncated Domes) Per Florida Accessibility Code
		Soil Tracking Prevention Device

Drainage / Utilities		
Existing	Proposed	Description
		Catch Basin
		Yard Drain
		Exfiltration Trench
		Catch Basin With Filter Fabric Insert
		Curb Type 5
		Curb Type 6
		Pipe Culvert - Mitered End Section
		Pipe Culvert - Straight Endwall
		Pipe Culvert - U - Type Endwall

Manhole - Communication, Electric, Gas, Dm, San Sew		
Existing	Proposed	Description
		Valve Box - Gas, San. Sew, Water, Non-Potable Water
		22.5 degree Bend
		45 degree Bend
		90 degree Bend
		Utility Crossing
		Fire Hydrant
		Proposed Bacteriological Sampling Point
		Pump Station
		Grease Trap
		Septic Tank
		Drainage Well
		Monitoring Well
		Water Well
		Sanitary Sewer Cleanout
		Back Flow Preventor
		Junction Box
		Electric Handhole
		Electric Meter
		Water Meter
		Gate Valve
		Guy wire
		Light Pole
		Relocated Or Adjusted Light Pole
		Wood Power Pole
		Concrete Utility Pole
		Traffic Signal Pole (Concrete, Wood, Metal)
		Pedestrian Signal Head (Pole Or Pedestal Mounted)
		Post Mounted Sign
		Street Sign
		High Mast Lighting Tower
		Controller Cabinet (Base Mounted)
		Controller Cabinet (Pole Mounted)
		Traffic Signal Head (Span Wire Mounted)
		Traffic Signal Head (Pedestal Mounted)
		Traffic Signal Head (Mast Arm Mounted)

N: 623025.4322
E: 850262.1786
Coordinate values shown on proposed improvements are relative to the coordinate values indicated on the Right-of-Way, property corners or reference monument

General		Abbreviations	
AADT	Annual Average Daily Traffic	NO.	Number
ABAN	Abandon	PC	Point Of Curvature
ADJ	Adjust	PCC	Point Of Compound Curvature
APPROX.	Approximate	P.G.L.	Profile Grade Line
A.C.	Asphalt Concrete	PI	Point Of Intersection
ACCM PIPE	Asphalt Coated Corrugated Metal Pipe	POC	Point On Curve
BIT.	Bituminous	POT	Point On Tangent
BC	Back Of Curb	PRC	Point Of Reverse Curvature
BD.	Bound	PROJ	Project
BL	Baseline	PROP	Proposed
BLDG	Building	PT	Point Of Tangency
BM	Benchmark	PVC	Point Of Vertical Curvature
BO	By Others	PVI	Point Of Vertical Intersection
BOS	Bottom Of Slope	PVT	Point Of Vertical Tangency
BR.	Bridge	PVMT	Pavement
CAP	Corrugated Aluminum Pipe	PWW	Paved Water Way
CB	Catch Basin	R	Radius Of Curvature
CBCI	Catch Basin With Curb Inlet	R&D	Remove And Dispose
CC	Cement Concrete	RCP	Reinforced Concrete Pipe
CCM	Cement Concrete Masonry	RD	Road
CEM	Cement	RDWY	Roadway
CI	Curb Inlet	REM	Remove
CIP	Cast Iron Pipe	RET	Retain
CLF	Chain Link Fence	RET WALL	Retaining Wall
CL	Centerline	ROW	Right Of Way
CMP	Corrugated Metal Pipe	RR	Railroad
CO.	County	R&R	Remove And Reset
CONC	Concrete	RT	Right
CONT	Continuous	SHLD	Shoulder
CONST	Construction	SMH	Sewer Manhole
CR GR	Crown Grade	ST	Street
DHV	Design Hourly Volume	STA	Station
DI	Drop Inlet	SSD	Stopping Sight Distance
DIA	Diameter	SW	Sidewalk
DIP	Ductile Iron Pipe	T	Tangent Distance Of Curve/Truck %
DWY	Driveway	TAN	Tangent
ELEV (OR EL.)	Elevation	TEMP	Temporary
EMB	Embankment	TC	Top Of Curb
EOP	Edge Of Pavement	TOS	Top Of Slope
EXIST (OR EX)	Existing	TSV	Tapping Sleeve and Valve
EXC	Excavation	TYP	Typical
F&C	Frame And Cover	UP	Utility Pole
F&G	Frame And Grate	VAR	Varies
FDN.	Foundation	VERT	Vertical
FLDSTN	Fieldstone	VC	Vertical Curve
GAR	Garage	WCR	Wheel Chair Ramp
GD	Ground	WIP	Wrought Iron Pipe
GI	Gutter Inlet	WM	Water Meter/Water Main
GIP	Galvanized Iron Pipe	X-SECT	Cross Section
GRAN	Granite		
GRAV	Gravel		
GRD	Guard		
GV	Gate Valve		
HDPE	High Density Polyethylene		
HDW	Headwall		
HMA	Hot Mix Asphalt		
HOR	Horizontal		
HYD	Hydrant		
INV	Invert		
JCT	Junction		
L	Length Of Curve		
LB	Leach Basin		
LP	Light Pole		
LT	Left		
MAX	Maximum		
MB	Mailbox		
MEG	Match Existing Grade		
MH	Manhole		
MIN	Minimum		
NIC	Not In Contract		

Abbreviations Continued	
NO.	Number
PC	Point Of Curvature
PCC	Point Of Compound Curvature
P.G.L.	Profile Grade Line
PI	Point Of Intersection
POC	Point On Curve
POT	Point On Tangent
PRC	Point Of Reverse Curvature
PROJ	Project
PROP	Proposed
PT	Point Of Tangency
PVC	Point Of Vertical Curvature
PVI	Point Of Vertical Intersection
PVT	Point Of Vertical Tangency
PVMT	Pavement
PWW	Paved Water Way
R	Radius Of Curvature
R&D	Remove And Dispose
RCP	Reinforced Concrete Pipe
RD	Road
RDWY	Roadway
REM	Remove
RET	Retain
RET WALL	Retaining Wall
ROW	Right Of Way
RR	Railroad
R&R	Remove And Reset
RT	Right
SHLD	Shoulder
SMH	Sewer Manhole
ST	Street
STA	Station
SSD	Stopping Sight Distance
SW	Sidewalk
T	Tangent Distance Of Curve/Truck %
TAN	Tangent
TEMP	Temporary
TC	Top Of Curb
TOS	Top Of Slope
TSV	Tapping Sleeve and Valve
TYP	Typical
UP	Utility Pole
VAR	Varies
VERT	Vertical
VC	Vertical Curve
WCR	Wheel Chair Ramp
WIP	Wrought Iron Pipe
WM	Water Meter/Water Main
X-SECT	Cross Section



KEITH
301 East Atlantic Boulevard
Pompano Beach, Florida 33060-6643
120 North Federal Highway, Suite 208
Lake Worth, Florida 33460
PH: (954) 788-3400
Florida Certificate of
Authorization # - 7928

BID / CONTRACT NO. :

REVISIONS		
NO.	DESCRIPTION	DATE

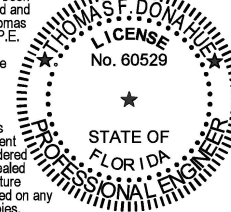
**PRELIMINARY PLAN
NOT FOR CONSTRUCTION**
THESE PLANS ARE NOT FULLY PERMITTED
AND ARE SUBJECT TO REVISIONS MADE
DURING THE PERMITTING PROCESS.
RESPONSIBILITY FOR THE USE OF THESE
PLANS PRIOR TO OBTAINING PERMITS
FROM ALL AGENCIES HAVING JURISDICTION
OVER THE PROJECT WILL FALL SOLELY
UPON THE USER.



7-ELEVEN #41361
1900 10TH AVENUE
NORTH, LAKE WORTH,
FLORIDA 33461

SCALE: AS NOTED
1ST SUBMITTAL DATE: MARCH 2020
DRAWN BY: MG
DESIGNED BY: MG
CHECKED BY: TD

This item has been
digitally signed and
sealed by Thomas
F. Donahue, P.E.
on the date
adjacent to the
seal.



Printed copies
of this document
are not considered
signed and sealed
and the signature
must be verified on any
electronic copies.
Date: 2020.06.25 15:51:01-04'00'
THOMAS F. DONAHUE, P.E.
FLORIDA REG. NO. 60529
(FOR THE FIRM)

SHEET TITLE
LEGEND

SHEET NUMBER
GI-001

PROJECT NO. **11007.02**

1 CONSTRUCTION SPECIFICATIONS

Section 20 - General Specifications Paving Grading Drainage and Earthwork

20. General
20.1. It is the intent of these specifications to describe the minimum acceptable technical requirements for the materials and workmanship for construction of site improvements for this project.
20.2. It is the intent that the Florida Department of Transportation (FDOT) "Standard Specifications for Road and Bridge Construction..."
20.3. The Contractor shall furnish all labor, materials and equipment and perform all operations required to complete the construction of a paving and drainage system as shown on the plans, specified herein, or both.
20.4. All labor, materials, and methods of construction shall be in strict accordance with the plans and construction specifications and the minimum engineering and construction standards adopted by the unit of government which has jurisdiction and responsibility for the construction.
20.5. Guarantee - all materials and equipment to be furnished and/or installed by the Contractor under this contract, shall be guaranteed for a period of (1) one year from the date of final acceptance thereof, against defective materials, design and workmanship.
21. Earthwork
21.1. All areas within the project limits shall be cleared and grubbed prior to construction.
21.2. None of the existing limerock material from demolished pavement is to be incorporated in the new limerock base, unless noted in plans.
21.3. Fill material shall be classified as A-1, A-3, or A-2-4 in accordance with AASHTO N-145 and shall be free from vegetation and organic material.
21.4. All fill material in areas not to be paved shall be compacted to 95% of the maximum density as determined by AASHTO T-99.
21.5. All material of construction shall be subject to inspection and testing to establish conformance with the specifications and suitably for the uses intended.
21.6. When encountered, muck shall be completely removed from the center line (10) ten feet beyond the edge of pavement each side.
21.7. When encountered within drainage swales, hardpan shall be removed to full depth for a width of (5) five feet at the invert and replaced with granular materials.
21.8. All underground utilities and drainage installations shall be in place prior to subgrade compaction and pavement construction.
21.9. Ground adjacent to roadway/pavement having runoff shall be graded (2) two inches lower than the edge of pavement to allow for the placement of sod.
21.10. Site grading elevations shall be within 0.1' of the required elevation for non paved areas and all areas shall be graded to drain without ponding.
21.11. The Contractor shall perform all excavation, fill, embankment and grading to achieve the proposed plan grades including typical road sections, side slopes and canal sections.
21.12. A 2" blanket of top soil shall be placed over all areas to be sodded or seeded and mulched within the project limits unless otherwise indicated

on the plans.
21.13. Sod shall be St. Augustine unless otherwise indicated on the plans, and shall be placed on the graded top soil and watered to insure satisfactory condition upon final acceptance of the project.
22. Drainage
22.1. Inlets - all inlets shall be the type designated on the plans, and shall be constructed in accordance with section 425 of the Standard Specifications.
22.2. Pipe specifications: the material type is shown on the drawings by one of the following designations:
- RCP = reinforced concrete pipe, ASTM designation C-76, section 941 of the Standard Specifications.
- CMP = corrugated metal (aluminum) pipe, ASTM designation M-196.
- CMP (smooth lined) = corrugated metal aluminum pipe, (smooth lined) ASTM designation M-196.
- SCP = slotted concrete pipe, sections 941 and 942, of the Standard Specifications.
- PVC = polyvinyl chloride pipe.
- PCMP = perforated cmp, section 945, of the Standard Specifications.
- Corrugated High Density Polyethylene Pipe (HDPE) (12 Inches to 60 Inches), shall meet the requirements of FDOT Specification section 948-2.3.
22.3. Pipe backfill - requirements for pipe backfill crossing roads or parking areas shall be as defined in the section 125-8, of the Standard Specifications.
22.4. Location of drainage structures shall govern, and pipe length may have to be adjusted to accomplish construction as shown on these plans.
22.5. Distance and lengths shown on plans and profile drawings are referenced to the inner walls of structures.
22.6. Filter fabric shall be Mirafi, Typar or equal conforming to section 985 of the Standard Specifications.
23. Asphalt Paving
23.1. Where new asphalt meets existing asphalt, the existing asphalt shall be saw cut to provide a straight even line.
23.2. Internal asphalt paving constructed on existing sandy soils shall be constructed with a 12" subgrade, compacted to a minimum density of 100% maximum density as determined by AASHTO T-99.
23.3. Asphaltic concrete surface course shall be constructed to the limits shown on the plans. The surface course shall consist of the thickness and type asphaltic concrete as specified in the plans.
23.4. Limerock base shall be prepared, compacted and graded and shall be in accordance with section 200 of the Standard Specifications.
23.5. Limerock base material shall be placed in maximum 6" lifts.
23.6. Asphalt edges that are not curbed shall be saw cut to provide a straight even line to the dimensions shown on plans.

24. Concrete Construction
24.1. Concrete sidewalk shall be in accordance with section 522 of the Standard Specifications and in accordance with F.D.O.T. Roadway and Traffic Design Standards, index no. 310.
24.2. Sidewalk Curb ramps shall be in accordance with F.D.O.T. Roadway and Traffic Design Standards, index no. 304.
24.3. Concrete curb shall be constructed to the limits shown on the plans.
24.4.

Section 30 - Water distribution and sanitary sewer force mains.

30. Materials:
Note: If materials list here on are in conflict with utility owner, material owner requirements shall govern.
30.1. All water main pipe, including fittings, shall be color coded or marked using blue as a predominant color to differentiate drinking water from reclaimed or other water.
30.2. Dresser couplings shall be regular black couplings with plain gaskets for galvanized steel pipe.
30.3. Fire hydrants shall be Mueller centurion traffic type A-423 with 5 1/4" internal valve opening or approved equal.

and that will remain intact during and after installation of the pipe.
30.2. Ductile iron pipe for water distribution mains shall conform to ANSI/AWWA standard C151/A21.51 latest revision.
30.3. Ductile iron pipe for sewage force mains shall conform to ANSI/AWWA standard C151/A21.51 latest revision.
30.4. All pipe & fittings on the lift station sites shall be ductile iron conforming to the same specifications as above for sewage force mains except that flanged ductile iron pipe & fittings shall be used inside valve pits and wet wells.
30.5. PVC pressure pipe for sizes 4" through 12" and shall conform to ANSI/AWWA standard C900 latest revision.
30.6. Ductile iron fittings for water distribution mains shall conform to ANSI/AWWA standard C110/A21.10 latest revision.
30.7. Cast iron and ductile iron fittings for sewage force mains shall conform to ANSI/AWWA standard C110/A21.10 latest revision.
30.8. Joints for bell and spigot ductile iron pipe and fittings shall conform to ANSI/AWWA standard C111/A21.11 latest revision.
30.9. Joints for PVC pressure pipe shall be bell and spigot push-on rubber gasket type only.
30.10. Water distribution system restraint: all fittings and specific pipe joints shall be restrained as outlined below:
- Joint restraint
- Push-on P.V.C. EBAA iron series 1600
- Push-on DIP EBAA iron series 1700
- tr-flex by U.S. Pipe or flex ring by American
- Fittings w/ DIP EBAA iron series 1100 megalug
- Fittings w/ P.V.C. EBAA iron series 2000 megalug
- Length of restrained pipe shall be as indicated on restrained joint pipe detail.
30.11. Sewage force main system restraint: all fittings and specific pipe joints shall be restrained as outlined below:
- Joint restraint
- Push-on P.V.C. EBAA iron series 1600
- Push-on DIP EBAA iron series 1700
- tr-flex by U.S. Pipe or flex ring by American
- Fittings w/ DIP EBAA iron series 1100 megalug
- Fittings w/ P.V.C. EBAA iron series 2000 megalug
- Length of restrained pipe shall be as indicated on restrained joint pipe detail.
30.12. Water distribution valves shall be gate valves, iron body, fully resilient seat bronzed mounted non-rising stem, rated at 200 PSI and conforming to ANSI/AWWA C509 latest revision.
30.12.1. Gate valves 4" and larger shall be Mueller A-2360, American 250 line or Clow F-6100, conforming to ANSI/AWWA C500 latest revision or approved equal.
30.12.2. Tapping valves shall be Mueller T-2360 or approved equal.
30.12.3. Gate valves 3" or less shall be Nilco T-133 or T-136 with malleable hand wheels or approved equal.
30.13. Tapping sleeves shall be Mueller H615, Clow F- 2505 or approved equal.
30.14. Valve boxes shall be U.S. foundry 7500 or approved equal painted blue with the designation "water".
30.15. Retainer glands for DIP shall conform to ANSI/AWWA C111/A21.11 latest revision.
30.16. Dresser couplings shall be regular black couplings with plain gaskets for galvanized steel pipe.
30.17. Fire hydrants shall be Mueller centurion traffic type A-423 with 5 1/4" internal valve opening or approved equal.

finished grade. All hydrants to be installed with control valve.
30.18. Sewage force main valves shall be plug valves which shall be of the non-lubricated, eccentric type with resilient faced plugs.
30.19. Plug valves shall be designed for a working pressure of 150 PSI the valve and actuator shall be capable of satisfactory operation in either direction of flow against pressure drops up to and including 100 PSI.
30.20. Plug valves are to be installed with the seat pointed towards the upstream flow, when specified.
30.21. Swing check valves for water, sewage, sludge, and general service shall be of the outside lever and spring or weight type.
30.22. High density polyethylene pipe (HDPE) for water distribution mains shall conform to AWWA C906 standard, latest revision.
31. Service connection:
31.1. Service saddles shall be fusion bonded plastic coated ductile iron (ASTM A536) with stainless steel straps.
31.2. Service lines shall be polyethylene (PE 3408), 200 p.s.i rated, DR9.
31.3. Corporation stops shall be manufactured of brass alloy in accordance with ASTM B-62 with threaded ends.
31.4. Curb stops shall be Ford v63-44w-x" latest revision or approved equal.
31.5. Meter stops shall be 90 degree locking type and shall be of bronze construction in accordance FV63-777W" latest revision with ASTM B-62.
32. Installation:
32.1. Where restrained pipe joints are required due to fittings, appurtenances, etc., pipe material shall be DIP.
32.2. All PVC pipe shall be installed in accordance with the uni-bell plastic pipe association "guide for installation of PVC pressure pipe for municipal water distribution system," and ANSI/AWWA C605-xx latest revision standard.
32.3. All DIP shall be installed in accordance with ANSI/ C600-xx latest revision.
32.4. All water mains shall typically be laid with a minimum 36" cover for PVC and 30" cover for DIP.
32.5. Detector tape shall be laid 18 inches above all water and sewer lines.
32.6. Pipe deflection shall not exceed 50% of the maximum deflection recommended by the manufacturer.
32.7. A continuous and uniform bedding shall be provided.
32.8. All valves shall be installed with adjustable cast iron valve boxes with the word "water" or "sewer", as applicable, cast in the cover.
33. Testing:
33.1. Before any physical connections and acceptance for operation to the existing water mains are made, the complete water system shall be flushed, pressure tested and disinfected.
33.2. The pressure test shall be less than the number of gallons per hour as determined by the formula:
L = (sd(p1/2)^1/4)8,000.
In which L equals the allowable leakage in gallons per hour.
33.3. For water distribution pipes, sampling points shall be provided by the contractor at the locations shown on the plans.
33.4. For water distribution pipes, disinfection and bacteriological testing shall be in accordance with ANSI/AWWA C651-14 (water main bacteriological tests).
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Section 40 - Gravity Sanitary Sewer Collection System

40. General:
40.1. Manhole, valve box, meter box and other structure rim elevations within the limits of construction are to be adjusted to conform to plan grades proposed in these plans.
40.2. Distance and lengths shown on plans and profile drawings are referenced to the center of structures.
41. Materials:
Note: If materials list here on are in conflict with utility owner, material owner requirements shall govern.
41.1. All PVC sewer pipe and fittings shall be non-pressure polyvinyl chloride (PVC) pipe conforming to ASTM D 3034, SDR 26, with push-on rubber gasket joints.
41.2. Ductile iron pipe shall conform to ANSI/AWWA C151/A21.51-xx latest revision.
41.3. All ductile iron fittings shall conform to ANSI/AWWA standard C110/A21.10-xx latest revision.
41.4. Manholes shall be precast per ASTM C 478 and in accordance with the plans and specifications.
41.5. Manholes are to be sealed with type II sulphate resistant cement or approved equal - no molding plaster.
41.6. Joints for bell and spigot ductile iron pipe and fittings shall conform to ANSI/AWWA standard C111/A21.11-xx latest revision.
41.7. PVC clean-outs to have screw type access plug.
41.8. Cleanouts shall be installed at all sewer services exceeding 75' in length (every 75') with a clean out at the property line, easement line, or 5' from a building.
42. Installation:
42.1. PVC sewer pipe shall be laid in accordance with ASTM D 2321 and the Uni-Bell plastic pipe association's "recommended practice for the installation of PVC sewer pipe."
42.2. DIP shall be installed in accordance with ANSI/AWWA C-600-xx latest revision.
42.3. Pipe to manhole connection to be Fernco neoprene boot couplings with stainless steel accessories or approved equal.
42.4. Manholes shall be set plumb to line and grade on firm subgrade providing uniform bearing under the base.
42.5. All openings and joints shall be sealed watertight.
42.6. Two coats of Koppers 300-m, first red, second one black, shall be applied to the inside of all manholes and shall be applied in accordance with the manufacturer's specifications (16 mils per coat).
43. Testing:
43.1. After construction of the sewer system, the engineer may require a visual infiltration and/or exfiltration test to be performed on the entire system or any part thereof.
43.2. An air test may be substituted for the water exfiltration test, upon approval of the engineer.
43.3. The allowable limits of sewer pipe leakage for gravity sewer mains shall not exceed 100 gallons per inch of inside pipe diameter per mile per day for any section tested.
43.4. The installed sewers may require video inspections.



301 East Athletic Boulevard
Pompano Beach, Florida 33060-6643
120 North Federal Highway, Suite 208
Lake Worth, Florida 33460
PH: (954) 788-3400
Florida Certificate of Authorization # - 7928

Table with 3 columns: NO., DESCRIPTION, DATE

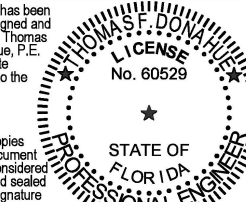
PRELIMINARY PLAN NOT FOR CONSTRUCTION
THESE PLANS ARE NOT FULLY PERMITTED AND ARE SUBJECT TO REVISIONS MADE DURING THE PERMITTING PROCESS.



7-ELEVEN #41361
1900 10TH AVENUE
NORTH, LAKE WORTH,
FLORIDA 33461

SCALE: AS NOTED
1ST SUBMITTAL DATE: MARCH 2020
DRAWN BY: MG
DESIGNED BY: MG
CHECKED BY: TD

This item has been digitally signed and sealed by Thomas F. Donahue, P.E. on the date adjacent to the seal.



Printed copies of this document are not considered signed and sealed and the signature must be verified on any electronic copies.
Date: 2020.06.25 15:51:22-04'00'
THOMAS F. DONAHUE, P.E.
FLORIDA REG. NO. 60529
(FOR THE FIRM)

SHEET TITLE
CONSTRUCTION SPECIFICATIONS

SHEET NUMBER
GI-002
PROJECT NO. 11007.02

Vertical text on the right edge of the page containing drawing name and date information.

General Notes

This construction project may or may not include all items covered by these notes and specifications, i.e. paving, grading, drainage lines, water lines, or sanitary sewer lines. See plans for detailed project scope. Notes and specifications on this sheet refer to paving, grading, drainage, water, and sanitary sewer, and are intended for this projects scope of work and for reference purposes for other work items that may be required due to unforeseen existing conditions or required remedial work.

1. Specific Site Notes

- 1.1. County and "City" in these notes refers to County and City in which project resides.
- 1.2. State in these notes refers to the State of Florida.
- 1.3. Existing topographic information in the plans is based on survey data and best available information. See project survey and notes on plan sheets regarding the source of the topographic information.

2. Applicable Codes

- 2.1. All construction and materials shall conform to the standards and specifications of the city, county, and all other jurisdictional, State and national codes where applicable.
- 2.2. In the event of a conflict between the general notes and construction specifications in these plans, and the contract documents and specifications in the specification booklet, the contractor shall submit written request for clarification.
- 2.3. All construction shall be done in a safe manner and in strict compliance with all the requirements of the Federal occupational safety and health act of 1970, and all State and jurisdictional safety and health regulations.
- 2.4. The contractor shall be required to comply with Federal, State, County, and City laws, codes, and regulations.
- 2.5. All handicap accessible areas to conform to the requirements of the Americans with Disabilities Act (ADA), State ADA codes, and Florida Building Code ADA codes latest edition.
- 2.6. Trench safety act

- 2.6.1. All trench excavation shall be performed in accordance with chapter 90-96 of the laws of Florida (the trench safety act).
- 2.6.2. All trench excavation in excess of 5 feet in depth shall be undertaken in accordance with O.S.H.A. standard 29 cfr. Section 1926.650 subpart p.
- 2.6.3. The contractor shall submit with his contract a completed, signed, and notarized copy of the trench safety act compliance statement. The contractor shall also submit a separate cost item identifying the cost of compliance with the applicable trench safety codes.
- 2.6.4. A trench safety system, if required, shall be designed by the excavation contractor utilizing a specialty engineer as required.

3. Construction Notes:

- 3.1. Contractor shall tie to existing grade by evenly sloping from closest proposed grade provided to existing grade at limits of construction, unless otherwise noted on the plans. If no limit of work line is indicated, slope to adjacent property line or right-of-way line, as applicable.
- 3.2. Unless otherwise indicated on the plans, all existing manholes, catch basins, meters and other structures, whether indicated on the plans or not shall be adjusted to match the new grade, by the contractor.
- 3.3. The curb shall be sloped to accommodate the new pavement, catch basin and grate, and the surface flow pattern.
- 3.4. The contractor shall use care when cutting the existing asphalt pavement and during excavations, so that the existing catch basins and grates that are to remain will not be damaged.
- 3.5. The contractor shall maintain the roadway slope when resurfacing the roadway. The edge of pavement shall match the new gutter lip per FDOT index 300.
- 3.6. The new sidewalk shall be constructed in accordance with the given elevations and at the proper slopes depicted in the specifications, details and standards. Existing driveways and other features shall be matched when possible as directed by the engineer.
- 3.7. Radii shown are to the edge of pavement.
- 3.8. All bench mark monuments within the limits of construction shall be protected and referenced by the contractor in the same way as public land corners.
- 3.9. All excess material is to be disposed by the contractor within 72 hours.
- 3.10. In areas where the base is exposed by the milling operation, the contractor shall restore the base to its original thickness and structural capacity before paving over such areas. This includes but is not limited

to restoring original degree of compaction, moisture content, composition, stability, and intended slope. If paving will not take place the same day the base is exposed and reworked, the base shall be sealed according to the governing standards and specifications. Any additional work resulting from the contractor's failure to protect the exposed base as stated above in order to restore the original structural capacity shall be the contractor's cost.

3.11. The contractor is to maintain existing signage during construction operations, in order to facilitate emergency vehicle traffic.

3.12. The topographic survey included with this set of plans reflects pre-demolition conditions and does not reflect the site conditions after demolition. The contractor is fully and solely responsible in determining the required earthwork for the proposed development of the site. This includes, but is not limited to, any excavation/dredge and fill activities required at any phase of the project. The contractor shall use the final approved (released for construction) plans, surveys, geotechnical reports, and any other available information for determining the amount of excavation/dredging and filling required. Any quantities included in the approved permits were estimated by the engineer for purposes of obtaining the permit and under no circumstances shall be used by the contractor in lieu of performing their own earthwork calculations required for cost estimating and bidding the project.

3.13. The contractor shall be responsible for reading and familiarizing themselves with any and all available geotechnical reports prepared by others and/or any recommendations written or implied by the geotechnical engineer for this project. The geotechnical conditions and recommendations outlined in these reports are in force and in full effect as part of the proposed improvements. The contractor is responsible for ensuring that all the work associated with this project is in compliance with the geotechnical engineer's recommendations. Keith and Associates, Inc. is not responsible for the suitability or unsuitability of the soils encountered. It is the contractor's responsibility to ensure that the means and methods of construction used can and will allow for the successful completion of the required site improvements.

3.14. The contractor shall ensure that the available geotechnical information is sufficient for his complete understanding of the soil conditions for the site. If additional geotechnical investigation is required by the contractor, this additional work shall be considered incidental to the contract and no additional compensation shall be allowed.

3.15. The contractor shall be responsible for the repair and restoration of existing pavement, pipes, conduits, sprinkler heads, cables, etc., and landscaped areas damaged as a result of the contractor's operations and/or those of his subcontractors and shall restore at no additional cost.

3.16. The contractor shall not bring any hazardous materials onto the project. Should the contractor require such for performing the contracted work, the contractor shall request, in writing, permission from the owner, city and engineer. The contractor shall provide the owner, city and engineer with a copy of the material safety data sheet (MSDS) for each hazardous material proposed for use. The project engineer shall coordinate with the owner and city prior to issuing written approval to the contractor.

3.17. Any known or suspected hazardous material found on the project by the contractor shall be immediately reported to the city and/or engineer, who shall direct the contractor to protect the area of known or suspected contamination from further access. The city and/or engineer are to notify the owner/engineer of the discovery. The owner/engineer will arrange for investigation, identification, and remediation of the hazardous material. The contractor shall not return to the area of contamination until approval is provided by the engineer.

3.18. The contractor shall contact the appropriate city engineering inspector and engineer 48 hours in advance of the event to notify the city of construction start up, or to schedule all required tests and inspections including final walk-throughs.

4. Preconstruction Responsibilities

- 4.1. All utility / access easements to be secured prior to construction.
- 4.2. No construction may commence until the appropriate permits have been obtained from all municipal, State, County, and Federal agencies and a pre-construction meeting has been conducted.
- 4.3. All required governmental agency building permits to be obtained by the contractor prior to any construction activity.

4.4. Contractor to coordinate construction scheduling for connection to the existing water and sewer lines with the utility department that owns and/or maintains the water and sewer lines.

4.5. Prior to the start of construction, the owner shall submit an NPDES construction general permit (CGP) "notice of intent (N.O.I.)" to use Generic Permit for storm water discharge from construction activities form (DEP form 62-621.300(4)(b)) to FDEP notices center. The contractor will be responsible for (1) implementation of the storm water pollution prevention plan (SWPPP) that was required to be developed prior to NOI submittal, and (2) retention of records required by the permit, including retention of a copy of the SWPPP at the construction site from the date of project initiation to the date of final site stabilization. A "notice of termination (N.O.T.)" of generic permit coverage" form (DEP form 62-621.300(6)) must be submitted to FDEP to discontinue permit coverage, subsequent to completion of construction. For additional information see FDEP website: <http://www.dep.state.fl.us/water/storm>

4.6. Prior to construction or installation, 5 sets of shop drawings shall be submitted for review as required for the following items listed below, but not limited to:

- Drainage: Catch basins, manholes, headwalls, grates/tops, yard drains.
- Water: Fire hydrants, valves, backflow preventer, DDCV, meter box.
- Sewer: Manholes, lift stations (wetwell, hatches, valves, pump draft, electrical panel)

4.0.1. Catalogue literature shall be submitted for drainage, water and sewer pipes, fittings, and appurtenances.

4.0.2. Prior to submitting shop drawings to the engineer, the contractor shall review and approve the drawings, and shall note in red any deviations from the engineer's plans or specifications.

4.0.3. Individual shop drawings for all precast structures are required. Catalogue literature will not be accepted for precast structures.

4.7. Contractor to submit maintenance of traffic plan(s) in accordance with FDOT and County requirements, and submit for approval prior to beginning construction.

5. Inspections / Testing:

5.1. The contractor shall notify in writing the owner, City, County, engineer of record, and any other governmental agencies having jurisdiction at least 48 hours prior to beginning construction and prior to required inspections of the following items, where applicable:

- Clearing and earthwork
- Storm drainage systems
- Sanitary sewer systems
- Water distribution systems
- Subgrade
- Limerock base
- Asphalt or concrete pavement
- Sidewalks, concrete flatwork/curbing
- Landscaping
- Pavement marking and signage
- Signalization
- Site lighting
- Electrical and communication lines
- Utility conduits
- Irrigation
- Final

5.2. The owner, engineer, and jurisdictional permitting agencies may make inspections of the work at any time. The contractor shall cooperate fully with all inspections.

5.3. Testing - all testing required by the plans and specifications shall be performed by a licensed / FDOT qualified testing company. Required test for asphalt and limerock shall be taken at the direction of the engineer or the jurisdictional governmental agency in accordance with the plans and specifications.

6. Temporary Facilities

6.1. It shall be the contractor's responsibility to arrange for or supply temporary water service, sanitary facilities, communications, and electricity, for his operations and works, cost included under mobilization.

6.2. Contractor shall construct temporary fencing to secure construction areas at all times, cost included in mobilization.

6.3. Contractor to obtain a secure staging area and obtain

all necessary approvals from the owner.

6.4. Contractor shall construct and maintain temporary lighting as required to light the construction project limits at all times, to at least the same lighting intensity levels as the existing conditions.

6.5. The contractor shall maintain access to adjacent properties at all times.

7. Project Progress and Closeout

7.1. During construction, the project site and all adjacent areas shall be maintained in a neat and clean manner, and upon final clean-up, the project site shall be left clear of all surplus material or trash. The paved areas shall be broom swept clean.

7.2. The contractor shall restore or replace any public or private property (such as highway, driveway, walkway, and landscaping), damaged by his work, equipment, or employees, to a condition at least equal to that existing immediately prior to the beginning of construction. Suitable materials and methods shall be used for such restoration.

7.3. Material or debris shall be hauled in accordance with NPDES permit and jurisdictional laws.

7.4. All land survey property monuments or permanent reference markers, removed or destroyed by the contractor during construction shall be restored by a State of Florida registered land surveyor at the contractor's expense.

7.5. All unpaved surfaces disturbed as a result of construction activities shall be graded, sodded, & restored to a condition equal to or better than that which existed before the construction.

8. Project record documents:

8.1. During the daily progress of the job, the contractor shall record on his set of construction drawings the location, length, material and elevation of any facility not built according to plans. This copy of the "as-built" shall be submitted to engineer for project record.

8.2. Upon completion of drainage improvements and limerock base construction (at least 48 hours before placing asphalt pavement) the contractor shall furnish the engineer of record "as-built" plans for these improvements, showing the locations and pertinent grades of all drainage installations and the finished rock grades of the road crown and edges of pavement at 50 foot intervals, including locations and elevations of all high and low points.

8.3. Upon completion of construction, and prior to final acceptance, the contractor shall submit to the engineer of record one complete set of all "as-built" contract drawings. These drawings shall be marked to show "as-built" construction changes, dimensions, locations, and elevations of all improvements.

8.4. "As-built" drawings of water lines and force mains shall include the following information:

- 8.4.1. Top of pipe elevations every 100 LF.
- 8.4.2. Locations and elevations of all fittings including bends, tees, gate valves, double detector check valves, fire hydrants, and appurtenances.
- 8.4.3. All connections to existing lines.
- 8.4.4. Ends of all water services at the buildings where the water service terminates.

8.5. "As-built" drawings of gravity sanitary sewer lines shall include the following information:

- 8.5.1. Rim elevations, invert elevations, length of piping between structures, and slopes.
- 8.5.2. The stub ends and cleanouts of all sewer laterals shall be located horizontally and vertically.

8.6. "As-built" drawings of all drainage lines shall include the following information:

- 8.6.1. Rim elevation, invert elevation, length of piping between structures, and control structure elevations if applicable.
- 8.6.2. The size of the lines.
- 8.6.3. Drainage well structure shall include, but not be limited to, top of casing elevation, top and bottom elevations of the structure and baffle walls, rim elevations and pipe inverts.

8.7. "As-built" drawings of construction areas shall include the following:

- 8.7.1. Rock elevations at all high, and low points, and at enough intermediate points to confirm slope consistency.
- 8.7.2. Rock elevations and concrete base elevations shall be taken at all locations where there is a finish grade elevation shown on the design plans.
- 8.7.3. All catch basin and manhole rim elevations.
- 8.7.4. Finish grade elevations in island areas.
- 8.7.5. "As-built" elevations shall be taken on all paved and unpaved swales, at enough intermediate points to confirm slope consistency and conformance to the plan details.
- 8.7.6. Lake and canal bank "as-built" drawings shall

include a key sheet of the lake for the location of cross sections. Lake and canal bank cross sections shall be plotted at a minimum of every 100 lf, unless otherwise specified. "as-built" drawings shall consist of the location and elevation of the top of bank, edge of water, and the deep cut line, with the distance between each shown on the drawing.

8.7.7. Retention area "as-built" elevations shall be taken at the bottom of the retention area and at the top of bank. If there are contours indicated on the design plans, then they shall be included in "as-built" drawings as well.

8.8. Upon completion of the work, the contractor shall prepare "as-built" drawings on full size, 24" x 36" sheets. All "as-built" information shall be put on the latest engineering drawings. Eight (8) sets of blue or black line drawings shall be submitted. These drawings shall be signed and sealed by a Florida registered professional engineer or land surveyor.

8.9. An electronic copy of these "as-built" drawings shall be submitted to the engineer of record in AutoCAD, version 2008 or later.

9. Utility Notes

9.1. Contractor is responsible for utility verification prior to fabrication.

9.2. The contractor is advised that properties adjacent to the project have electric, telephone, gas, water and/or sewer service laterals which may not be shown in plans. The contractor must request the location of these lateral services from the utility companies.

9.3. The contractor shall use hand digging when excavating near existing utilities. Extreme caution shall be exercised by the contractor while excavating, installing, backfilling or compacting around the utilities.

9.4. The contractor shall notify and obtain an underground clearance from all utility companies and governmental agencies at least 48 hours prior to beginning any construction. The contractor shall obtain a Sunshine811.com Certification clearance number and field markings at least 48 hours prior to beginning any excavation.

- Prior to commencement of any excavation, the contractor shall comply with Florida statute 553.851 for the protection of underground gas pipelines.

9.1. For street excavation or closing or for alteration of access to public or private property, the contractor shall notify:

- Roadway jurisdictional engineering / public works authority.
- County transit authority
- School board transportation authority
- Jurisdictional fire department dispatch
- Jurisdictional police department(s)

9.2. The contractor shall use extreme caution working under, over, and around existing electric lines. The contractor shall contact the electric provider company to verify locations, voltage, and required clearances, onsite, in right-of-ways, and in easements, prior to any construction in the vicinity of existing lines.

9.3. Location and size of all existing utilities and topography (facilities) as shown on construction drawings are drawn from available records. The engineer assumes no responsibility for the accuracy of the facilities shown or for any facility not shown. It is the contractor's responsibility to determine the exact location (vertical & horizontal) of any existing utilities and topography prior to construction. The contractor shall verify the elevations and locations of all existing facilities, in coordination with all utility companies, prior to beginning any construction operations. If an existing facility is found to conflict with the proposed construction, the contractor shall immediately notify the engineer so that appropriate measures can be taken to resolve the conflict.

9.4. The contractor shall coordinate the work with other contractors in the area and any other underground utility companies required. The contractor shall coordinate relocation of all existing utilities with applicable utility companies.

10. Signing and Pavement Markings

10.1. All signing and pavement markings installed as part of these plans shall conform to the Federal highway administration (FHWA) "manual on uniform traffic control devices" (MUTCD), County Traffic Design Standards and FDOT design standards as a minimum criteria.

10.2. Match existing pavement markings at the limits of construction.

10.3. Removal of the existing pavement markings shall be accomplished by water blasting or other approved

methods determined by the engineer.

10.4. Incorrectly placed paint or thermoplastic pavement markings over friction course will be removed by milling and replacing the friction course a minimum width of 18 in at the contractor's expense. The engineer may approve an alternative method if it can be demonstrated to completely remove the markings without damaging the asphalt.

10.5. Place all retro-reflective pavement markers in accordance with standard index 17352 and / or as shown in the plans.

10.6. Caution should be exercised while relocating existing signs to prevent unnecessary damage to signs. If the sign is damaged beyond use, as determined by the engineer, signs shall be replaced by the contractor at his expense.

10.7. All existing signs that conflict with construction operations shall be removed, stockpiled, and relocated by the contractor. Sign removal shall be directed by the engineer.

10.8. Relocated sign support system must meet the current design standard.

10.9. The contractor shall provide an inventory of existing signs to remain or to be relocated prior to starting the job and forward this list to the engineer. Contractor shall notify if there are any missing or damage signs that the plans show to remain or to be relocated.

10.10. All roadway pavement markings shall be thermoplastic in accordance with FDOT specifications section 711.

10.11. Hand dig the first four feet of sign foundation.

10.12. All signs shall meet all of the following:

- Meet the criteria outlined in Section 2A.08 of the 2009 MUTCD
- Meet the specifications outlined in Section 700 and 994 of the latest FDOT Standard Specifications.
- Consist of materials certified to meet the retroreflective sheeting requirements outlined in the current version of ASTM D4956 for type-XI retroreflective sheeting materials made with prisms, except for school zone and pedestrian signs which shall be comprised of retroreflective fluorescent yellow-green sheeting certified to meet ASTM D4956 Type IV retroreflective sheeting materials.
- Consist of retroreflective sheeting materials that have a valid FDOT Approved Product List (APL) certification for specification 700 Highway Signaling for FDOT sheeting Type XI (or type IV for school and pedestrian signs).

10.13. Patch attachment hardware, such as countersunk screws or rivet heads, with retro reflective buttons that match the color and sheeting material of the finished sign panel including the background, legend or border.

10.14. Ensure the outside corner of sign is concentric with border. Ensure white borders are mounted parallel to the edge of the sign. Ensure black borders are recessed from the edge of the sign.

10.15. Layout permanent final striping that leaves no visible marks at time of final acceptance.

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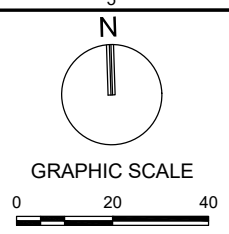
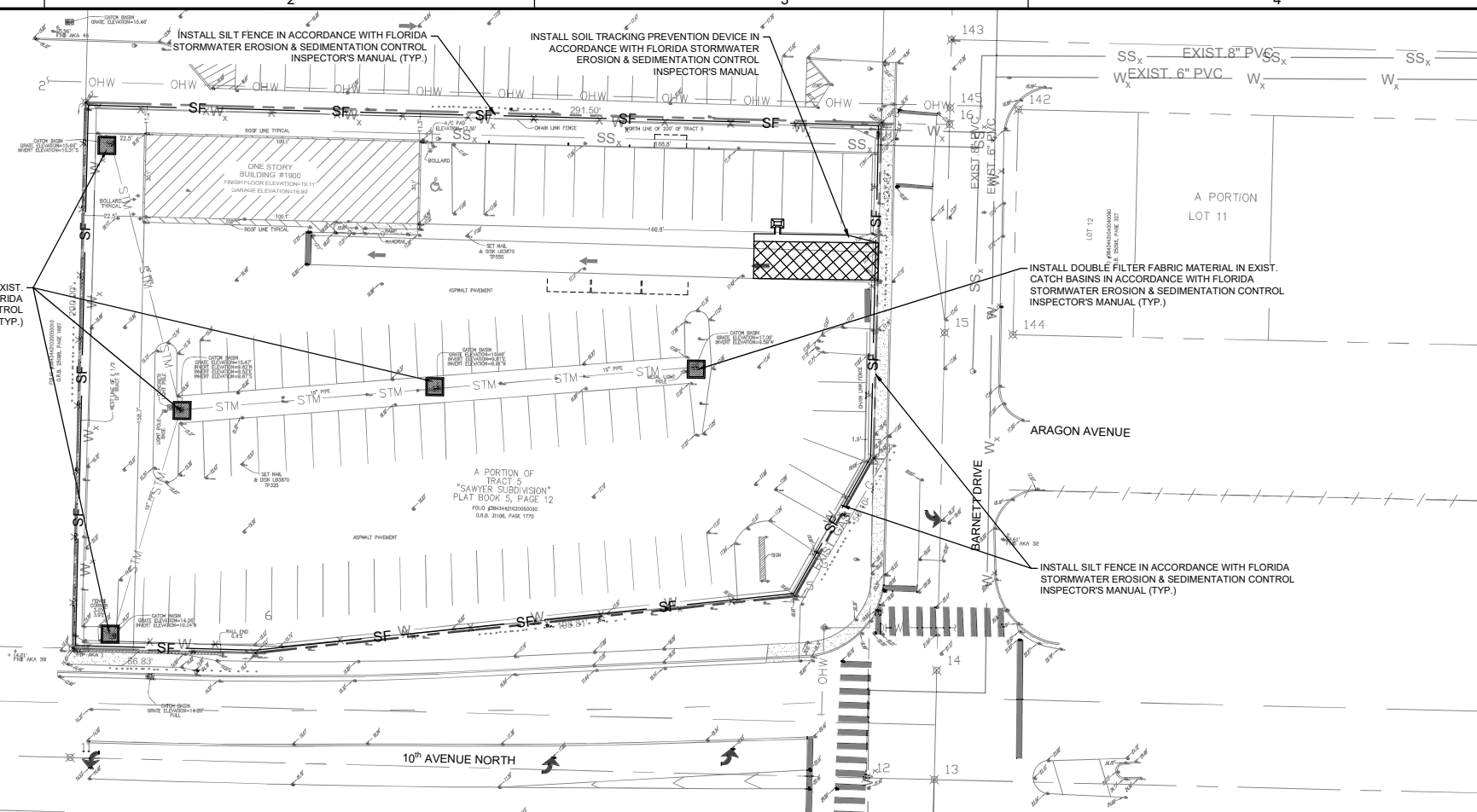
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EXISTING EROSION CONTROL

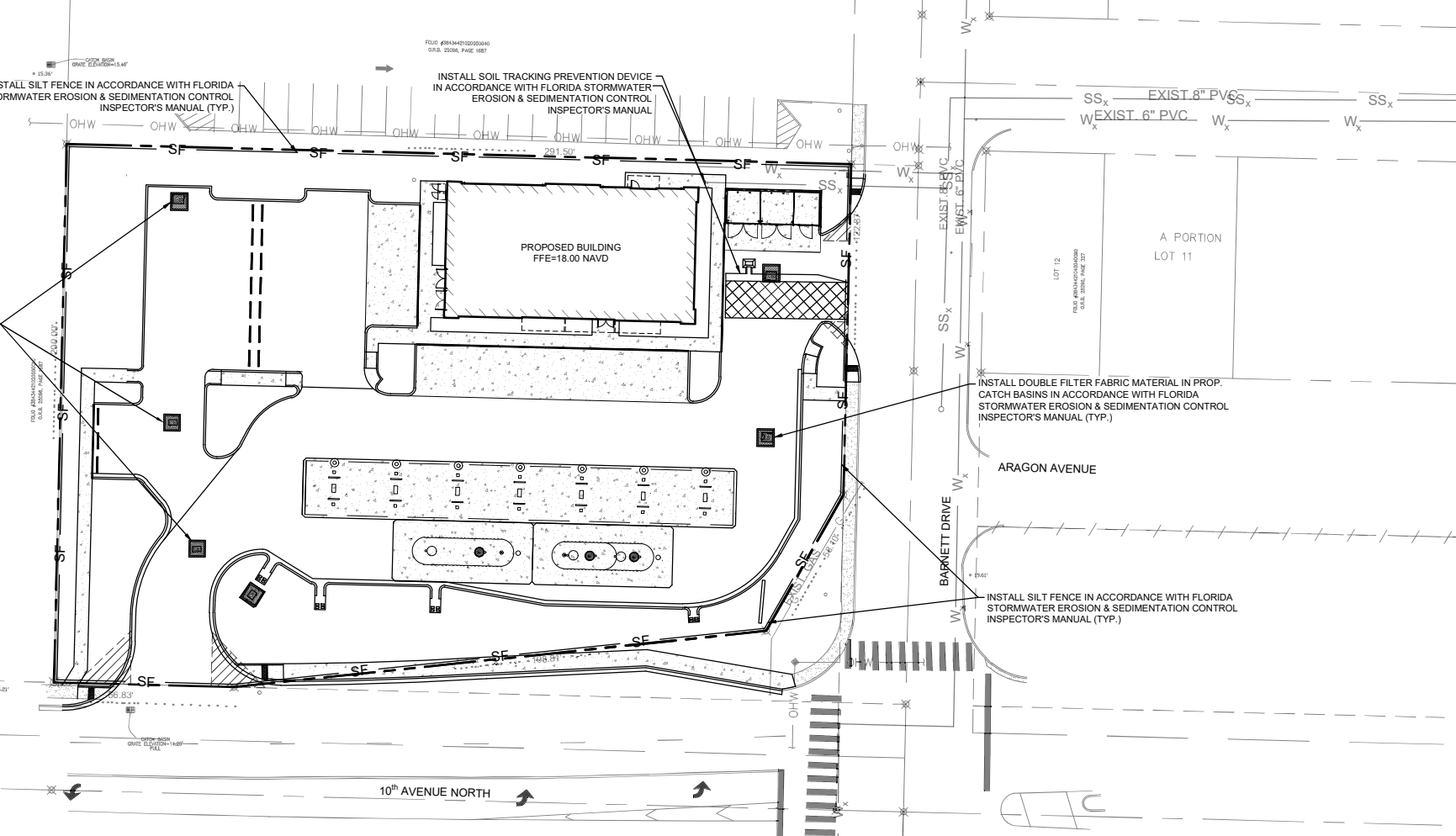


NOTE: PRINTED DRAWING SIZE MAY BE CHANGED FROM ORIGINAL. VERIFY SCALE USING BAR SCALE ABOVE.

GENERAL NOTES - EROSION CONTROL:

1. THE CONTRACTOR SHALL INSTALL AND MAINTAIN EROSION CONTROL AND SEDIMENTATION CONTROL MEASURES IN ACCORDANCE WITH THE STANDARDS FOR SOIL EROSION AND SEDIMENT CONTROL IN FLORIDA (HEREAFTER REFERRED TO AS FL GUIDELINES).
2. MAINTENANCE MEASURES SHALL BE APPLIED AS NEEDED DURING THE ENTIRE CONSTRUCTION CYCLE. AFTER EACH RAINFALL, A VISUAL INSPECTION SHALL BE MADE OF ALL INSTALLED EROSION CONTROL MEASURES AND REPAIRS SHALL BE CONDUCTED TO ENSURE THEIR CONTINUING FUNCTION AS DESIGNED.
3. CATCH BASIN, INLETS, STORM SEWER MANHOLES STRUCTURES, ETC. SHALL BE PROTECTED DURING CONSTRUCTION OPERATIONS FROM SEDIMENT RUNOFF AND DEBRIS BY PLACING A FILTER FABRIC MATERIAL IN THE FRAME AND GRATE/MANHOLE COVER. PREVENTIVE METHODS MUST BE UTILIZED AROUND THESE STRUCTURES (DURING CONSTRUCTION OPERATIONS) BY GRADING TO DRAIN AWAY FROM STRUCTURES AND ANY OTHER METHODS APPROVED BY THE AGENCY HAVING JURISDICTION OR DESIGN ENGINEER OF RECORD.
4. THE CONTRACTOR SHALL INSTALL A SOIL TRACKING PREVENTION DEVICE AS PER THE FLORIDA STORMWATER EROSION AND SEDIMENTATION CONTROL INSPECTOR'S MANUAL. THE CONTRACTOR SHALL TAKE MEASURES TO INSURE THE CLEANUP OF SEDIMENTS THAT HAVE BEEN TRACKED BY VEHICLES OR HAVE BEEN TRANSPORTED BY WIND OR STORM WATER ABOUT THE SITE OR ONTO NEARBY ROADWAYS. STABILIZED CONSTRUCTION ENTRANCES AND CONSTRUCTION ROADS, IF APPROPRIATE, SHALL BE IMPLEMENTED IN ORDER TO REDUCE OFFSITE TRACKING.
5. ALL AREAS OF DISTURBANCE THAT ARE NOT WITHIN BUILDING OR PAVEMENT LIMITS SHALL BE SODDED, REFER TO LANDSCAPE PLANS FOR SOD SPECIFICATION AND REQUIREMENTS.
6. REMOVE ALL EROSION CONTROL IMPROVEMENTS AFTER ALL DISTURBED AREAS ARE STABILIZED WITH THE FINAL GROUND COVER.

PROPOSED EROSION CONTROL



301 East Atlantic Boulevard
Pompano Beach, Florida 33060-6643

120 North Federal Highway, Suite 208
Lake Worth, Florida 33460

PH: (954) 788-3400

Florida Certificate of
Authorization # - 7928

BID / CONTRACT NO.:

REVISIONS		
NO.	DESCRIPTION	DATE

**PRELIMINARY PLAN
NOT FOR CONSTRUCTION**

THESE PLANS ARE NOT FULLY PERMITTED AND ARE SUBJECT TO REVISIONS MADE DURING THE PERMITTING PROCESS. RESPONSIBILITY FOR THE USE OF THESE PLANS PRIOR TO OBTAINING PERMITS FROM ALL AGENCIES HAVING JURISDICTION OVER THE PROJECT WILL FALL SOLELY UPON THE USER.



7-ELEVEN #41361
1900 10TH AVENUE
NORTH, LAKE WORTH,
FLORIDA 33461

SCALE:	AS NOTED
1ST SUBMITTAL DATE:	MARCH 2020
DRAWN BY:	MG
DESIGNED BY:	MG
CHECKED BY:	TD

This item has been digitally signed and sealed by Thomas F. Donahue, P.E. on the date adjacent to the seal.



Date: 2020.06.25 15:52:07-04'00'
THOMAS F. DONAHUE, P.E.
FLORIDA REG. NO. 60529
(FOR THE FIRM)

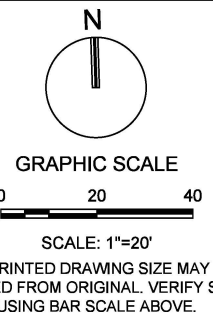
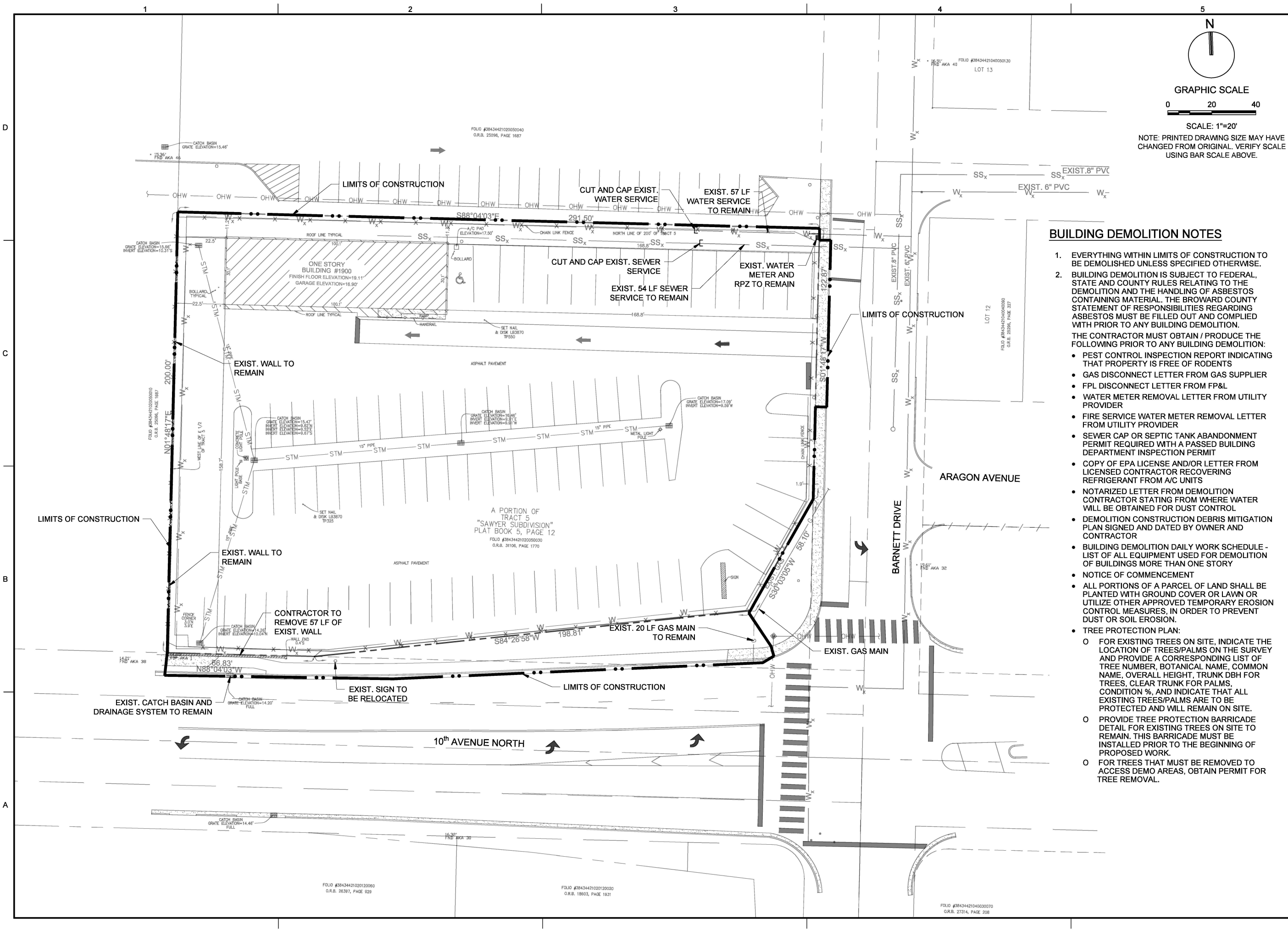
SHEET TITLE

**EROSION AND
SEDIMENT CONTROL
PLAN**

SHEET NUMBER

CG-101

PROJECT NO. 11007.02



KEITH
 301 East Florida Boulevard
 Pompano Beach, Florida 33060-6643
 120 North Federal Highway, Suite 208
 Lake Worth, Florida 33460
 PH: (954) 788-3400
 Florida Certificate of
 Authorization # - 7928

BUILDING DEMOLITION NOTES

- EVERYTHING WITHIN LIMITS OF CONSTRUCTION TO BE DEMOLISHED UNLESS SPECIFIED OTHERWISE.
- BUILDING DEMOLITION IS SUBJECT TO FEDERAL, STATE AND COUNTY RULES RELATING TO THE DEMOLITION AND THE HANDLING OF ASBESTOS CONTAINING MATERIAL. THE BROWARD COUNTY STATEMENT OF RESPONSIBILITIES REGARDING ASBESTOS MUST BE FILLED OUT AND COMPLIED WITH PRIOR TO ANY BUILDING DEMOLITION. THE CONTRACTOR MUST OBTAIN / PRODUCE THE FOLLOWING PRIOR TO ANY BUILDING DEMOLITION:
 - PEST CONTROL INSPECTION REPORT INDICATING THAT PROPERTY IS FREE OF RODENTS
 - GAS DISCONNECT LETTER FROM GAS SUPPLIER
 - FPL DISCONNECT LETTER FROM FP&L
 - WATER METER REMOVAL LETTER FROM UTILITY PROVIDER
 - FIRE SERVICE WATER METER REMOVAL LETTER FROM UTILITY PROVIDER
 - SEWER CAP OR SEPTIC TANK ABANDONMENT PERMIT REQUIRED WITH A PASSED BUILDING DEPARTMENT INSPECTION PERMIT
 - COPY OF EPA LICENSE AND/OR LETTER FROM LICENSED CONTRACTOR RECOVERING REFRIGERANT FROM A/C UNITS
 - NOTARIZED LETTER FROM DEMOLITION CONTRACTOR STATING FROM WHERE WATER WILL BE OBTAINED FOR DUST CONTROL
 - DEMOLITION CONSTRUCTION DEBRIS MITIGATION PLAN SIGNED AND DATED BY OWNER AND CONTRACTOR
 - BUILDING DEMOLITION DAILY WORK SCHEDULE - LIST OF ALL EQUIPMENT USED FOR DEMOLITION OF BUILDINGS MORE THAN ONE STORY
 - NOTICE OF COMMENCEMENT
 - ALL PORTIONS OF A PARCEL OF LAND SHALL BE PLANTED WITH GROUND COVER OR LAWN OR UTILIZE OTHER APPROVED TEMPORARY EROSION CONTROL MEASURES, IN ORDER TO PREVENT DUST OR SOIL EROSION.
 - TREE PROTECTION PLAN:
 - FOR EXISTING TREES ON SITE, INDICATE THE LOCATION OF TREES/PALMS ON THE SURVEY AND PROVIDE A CORRESPONDING LIST OF TREE NUMBER, BOTANICAL NAME, COMMON NAME, OVERALL HEIGHT, TRUNK DBH FOR TREES, CLEAR TRUNK FOR PALMS, CONDITION %, AND INDICATE THAT ALL EXISTING TREES/PALMS ARE TO BE PROTECTED AND WILL REMAIN ON SITE.
 - PROVIDE TREE PROTECTION BARRICADE DETAIL FOR EXISTING TREES ON SITE TO REMAIN. THIS BARRICADE MUST BE INSTALLED PRIOR TO THE BEGINNING OF PROPOSED WORK.
 - FOR TREES THAT MUST BE REMOVED TO ACCESS DEMO AREAS, OBTAIN PERMIT FOR TREE REMOVAL.

BID / CONTRACT NO. :

REVISIONS		
NO.	DESCRIPTION	DATE

PRELIMINARY PLAN NOT FOR CONSTRUCTION
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7-ELEVEN #41361
 1900 10TH AVENUE
 NORTH, LAKE WORTH,
 FLORIDA 33461

SCALE: AS NOTED
 1ST SUBMITTAL DATE: MARCH 2020
 DRAWN BY: MG
 DESIGNED BY: MG
 CHECKED BY: TD

This item has been digitally signed and sealed by Thomas F. Donahue, P.E. on the date adjacent to the seal.

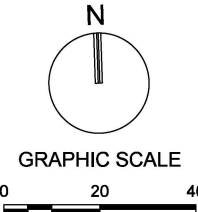
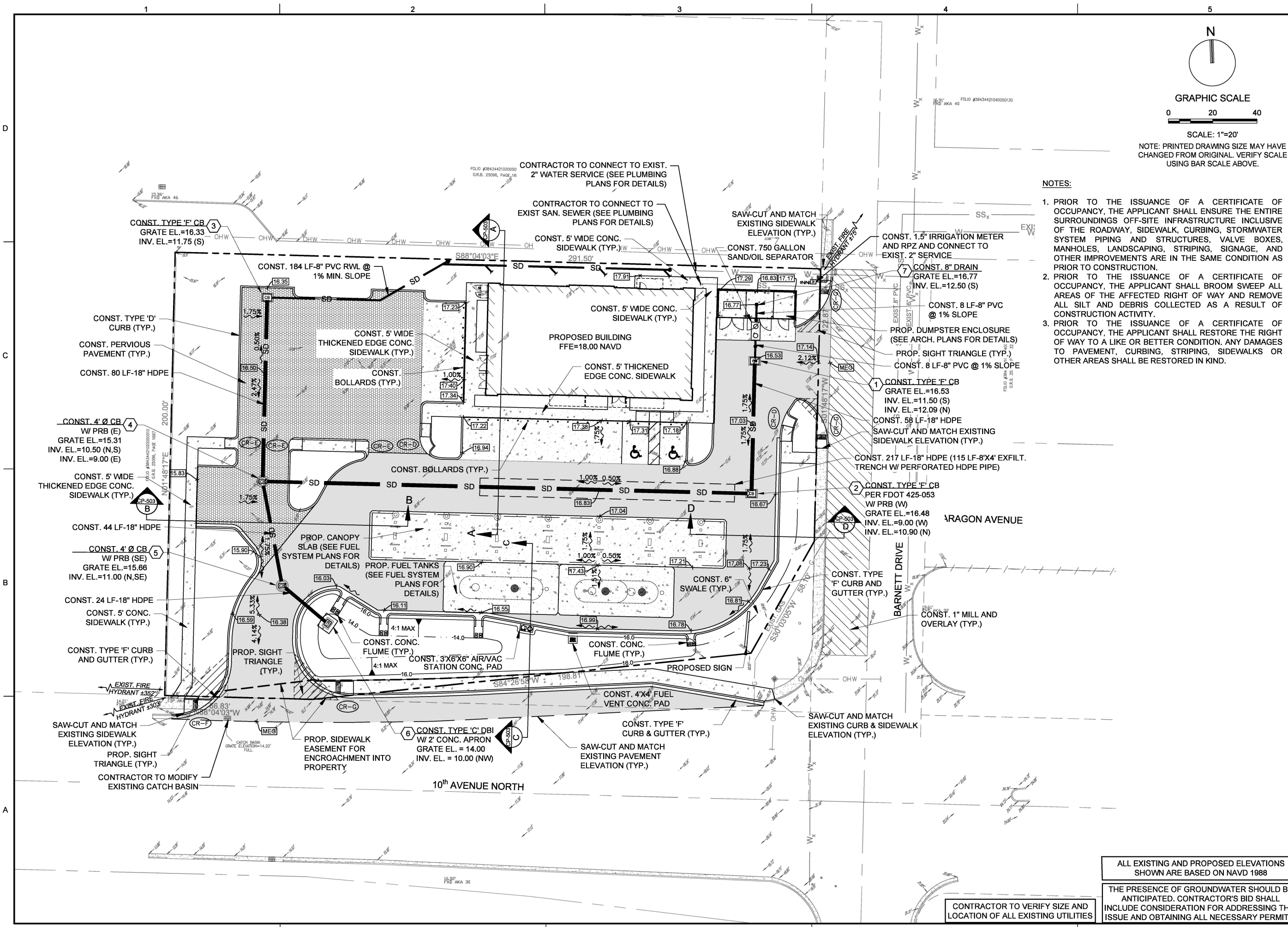
Printed copies of this document are not considered signed and sealed and the signature must be verified on any electronic copies.
 Date: 2020.06.25 15:52:30 04'00'
 THOMAS F. DONAHUE, P.E.
 FLORIDA REG. NO. 60529
 (FOR THE FIRM)

SHEET TITLE
DEMOLITION PLAN

SHEET NUMBER
CD-101

PROJECT NO. **11007.02**

Drawing name: \\11111\1007.02 - 7-11 - 1900 10th Ave. N. Lake Worth FL\Engineering\Cad\1007.02-CD-101.dwg
 Plotted on: May 13, 2020 - 9:13am
 Plotted by: peltide
 Layout Name: 605 - 11007.02-CD-101-Demolition Plan



NOTE: PRINTED DRAWING SIZE MAY HAVE CHANGED FROM ORIGINAL. VERIFY SCALE USING BAR SCALE ABOVE.

- NOTES:**
1. PRIOR TO THE ISSUANCE OF A CERTIFICATE OF OCCUPANCY, THE APPLICANT SHALL ENSURE THE ENTIRE SURROUNDINGS OFF-SITE INFRASTRUCTURE INCLUSIVE OF THE ROADWAY, SIDEWALK, CURBING, STORMWATER SYSTEM PIPING AND STRUCTURES, VALVE BOXES, MANHOLES, LANDSCAPING, STRIPING, SIGNAGE, AND OTHER IMPROVEMENTS ARE IN THE SAME CONDITION AS PRIOR TO CONSTRUCTION.
 2. PRIOR TO THE ISSUANCE OF A CERTIFICATE OF OCCUPANCY, THE APPLICANT SHALL BROOM SWEEP ALL AREAS OF THE AFFECTED RIGHT OF WAY AND REMOVE ALL SILT AND DEBRIS COLLECTED AS A RESULT OF CONSTRUCTION ACTIVITY.
 3. PRIOR TO THE ISSUANCE OF A CERTIFICATE OF OCCUPANCY, THE APPLICANT SHALL RESTORE THE RIGHT OF WAY TO A LIKE OR BETTER CONDITION. ANY DAMAGES TO PAVEMENT, CURBING, STRIPING, SIDEWALKS OR OTHER AREAS SHALL BE RESTORED IN KIND.

KEITH
 301 East Atlantic Boulevard
 Pompano Beach, Florida 33060-6643
 120 North Federal Highway, Suite 208
 Lake Worth, Florida 33460
 PH: (954) 788-3400
 Florida Certificate of
 Authorization # - 7928

BID / CONTRACT NO.:

REVISIONS		
NO.	DESCRIPTION	DATE

**PRELIMINARY PLAN
 NOT FOR CONSTRUCTION**
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7-ELEVEN #41361
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 NORTH, LAKE WORTH,
 FLORIDA 33461

SCALE: AS NOTED
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 DESIGNED BY: MG
 CHECKED BY: TD

This item has been digitally signed and sealed by Thomas F. Donahue, P.E. on the date adjacent to the seal.

Date: 2020.06.25 15:52:52.04100
 THOMAS F. DONAHUE, P.E.
 FLORIDA REG. NO. 60529
 (FOR THE FIRM)

SHEET TITLE
**PAVING, GRADING,
 DRAINAGE AND
 UTILITY PLAN**

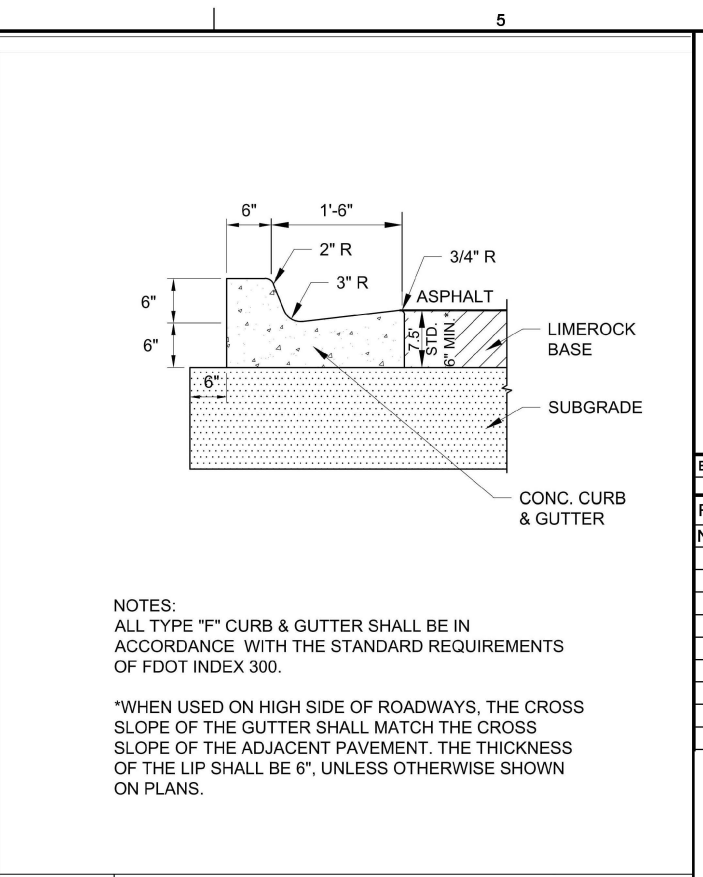
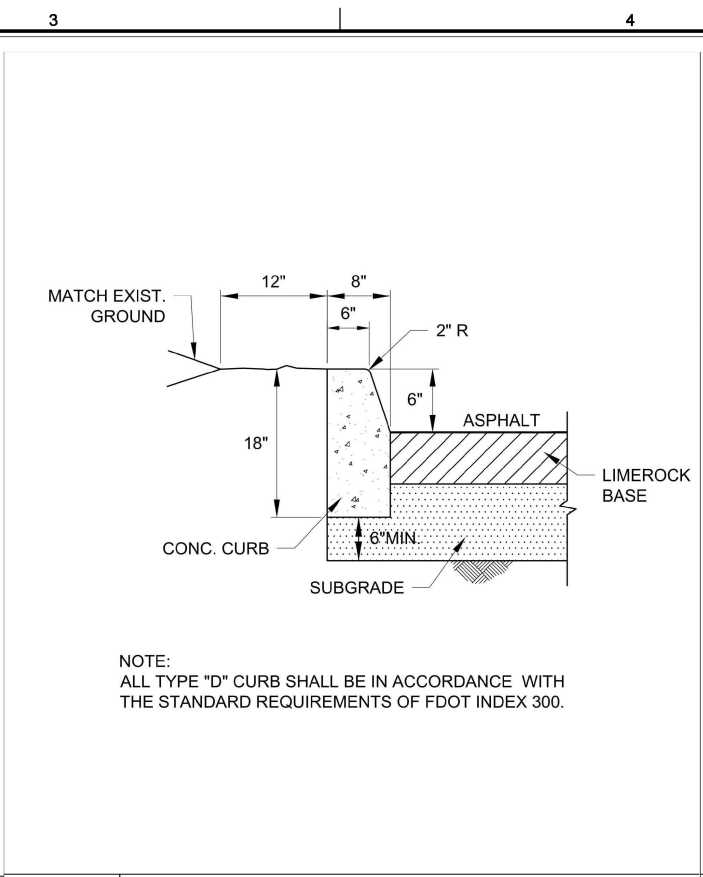
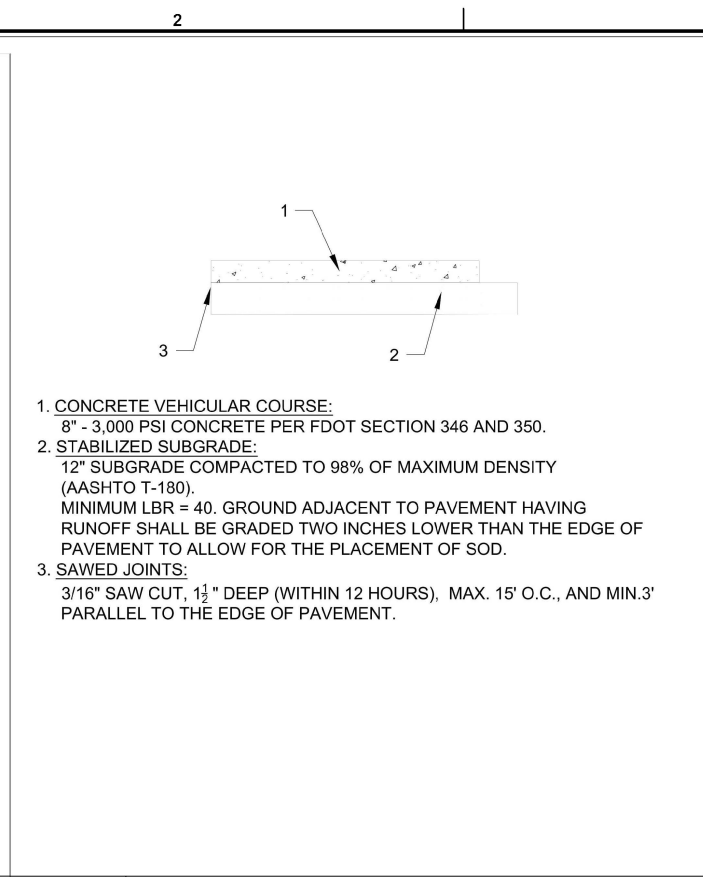
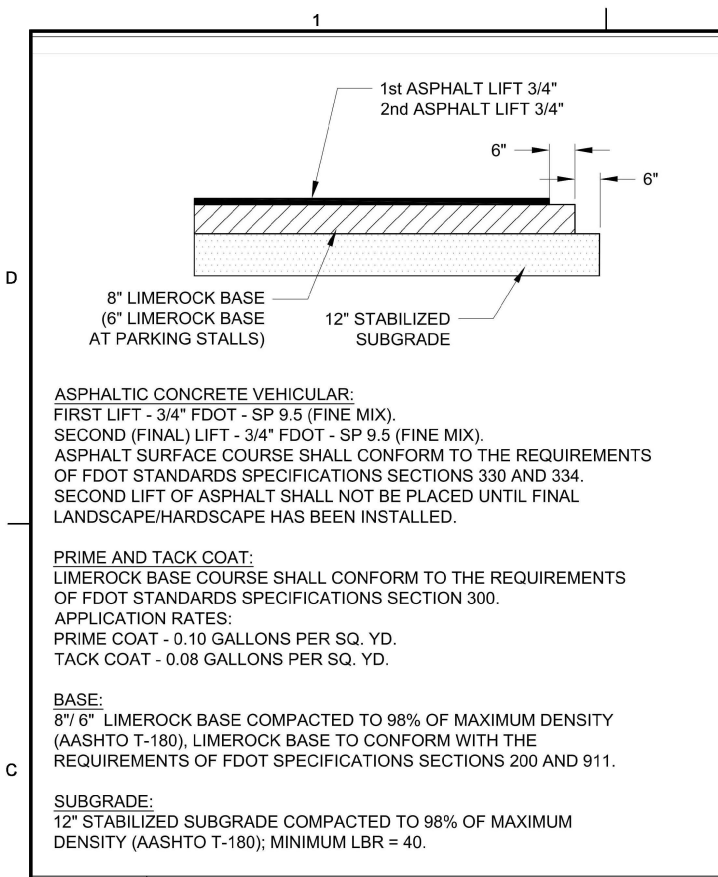
SHEET NUMBER
CP-101
 PROJECT NO. 11007.02

ALL EXISTING AND PROPOSED ELEVATIONS SHOWN ARE BASED ON NAVD 1988

THE PRESENCE OF GROUNDWATER SHOULD BE ANTICIPATED. CONTRACTOR'S BID SHALL INCLUDE CONSIDERATION FOR ADDRESSING THIS ISSUE AND OBTAINING ALL NECESSARY PERMITS.

CONTRACTOR TO VERIFY SIZE AND LOCATION OF ALL EXISTING UTILITIES

Drawing name: \\111111007.02 - 7-11 - 1900 10th Ave. N. Lake Worth FL\Engineering\Cadd\11007.02-CP-101-Paving Grading Drainage and Utility Plan
 Layout Name: 408 - 11007.02-CP-101-Paving Grading Drainage and Utility Plan
 Plotted on: Jun 25, 2020 - 12:48pm

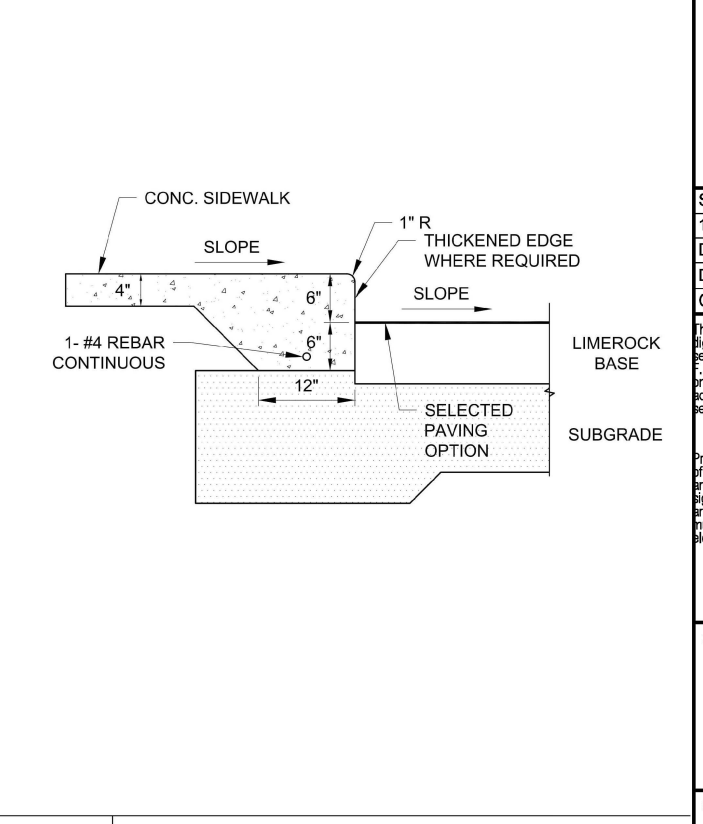
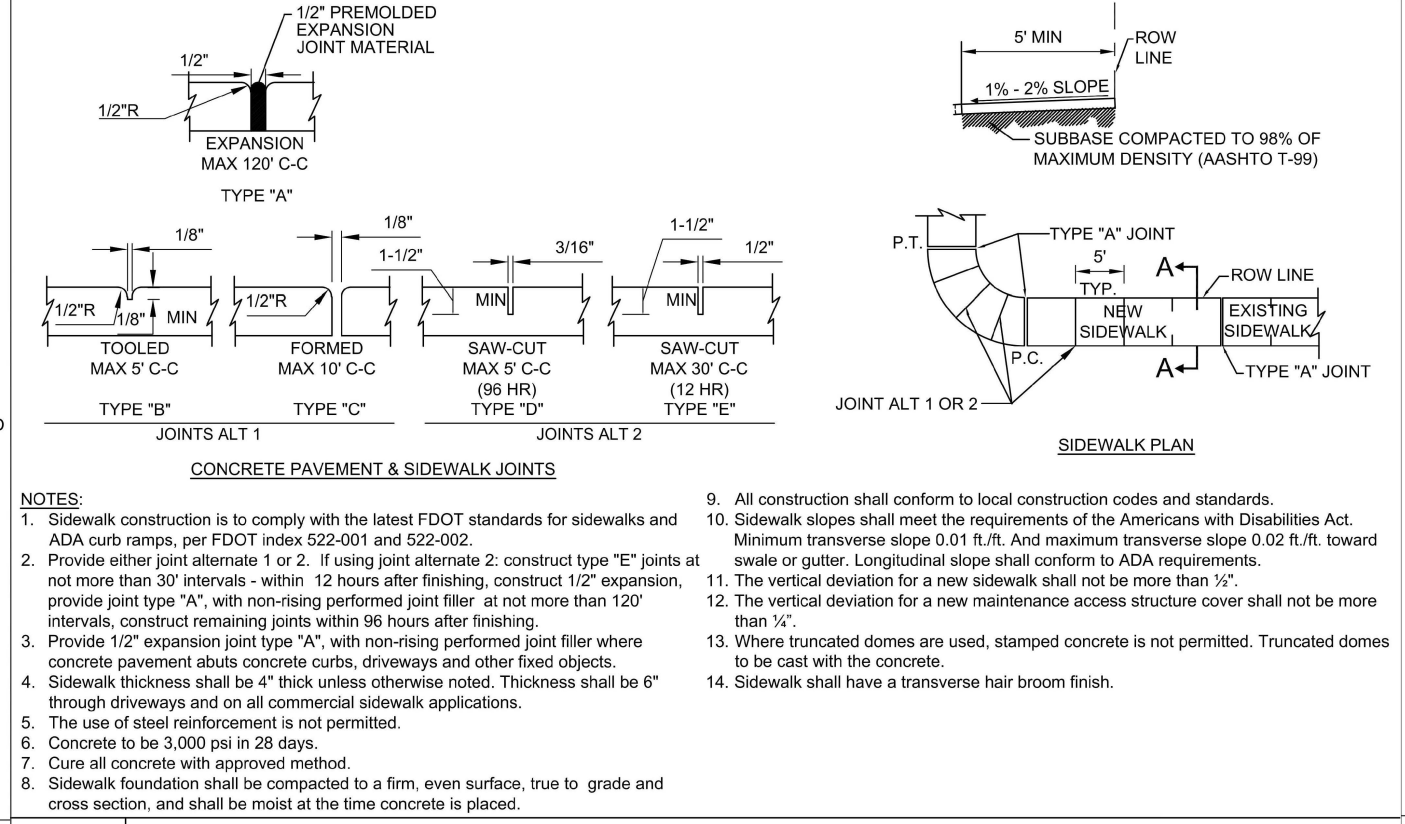
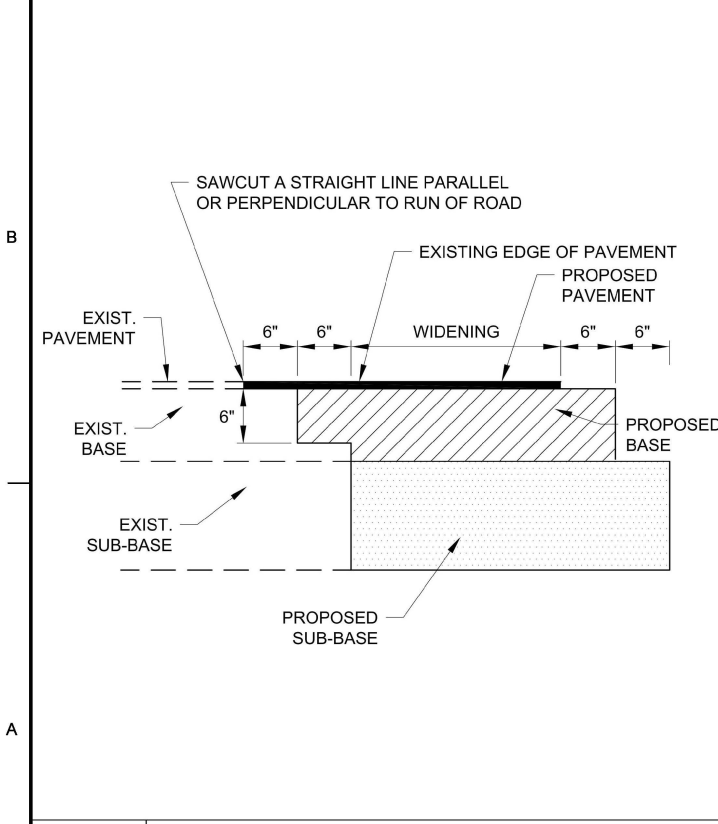


1 **ASPHALT PAVEMENT DETAIL**
SCALE: NOT TO SCALE

3 **CONCRETE PAVEMENT DETAIL**
SCALE: NOT TO SCALE

4 **TYPE 'D' CURB DETAIL PER FDOT INDEX No. 300**
SCALE: NOT TO SCALE

5 **TYPE 'F' CURB & GUTTER DETAIL PER FDOT INDEX No. 300**
SCALE: NOT TO SCALE



6 **SAWCUT / WIDENING DETAIL**
SCALE: NOT TO SCALE
VP SCALE: 1"=20' / 0.05:1

7 **SIDEWALK DETAIL**
SCALE: NOT TO SCALE

18 **THICKENED EDGE SIDEWALK**
SCALE: NOT TO SCALE

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301 East Atlantic Boulevard
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120 North Federal Highway, Suite 208
Lake Worth, Florida 33460

PH: (954) 788-3400

Florida Certificate of Authorization # - 7928

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REVISIONS		
NO.	DESCRIPTION	DATE

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7-ELEVEN #41361
1900 10TH AVENUE
NORTH, LAKE WORTH,
FLORIDA 33461

SCALE: AS NOTED

1ST SUBMITTAL DATE: MARCH 2020

DRAWN BY: MG

DESIGNED BY: MG

CHECKED BY: TD

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Date: 2020.06.25 15:53:18 04/00

THOMAS F. DONAHUE, P.E.
FLORIDA REG. NO. 60529
(FOR THE FIRM)

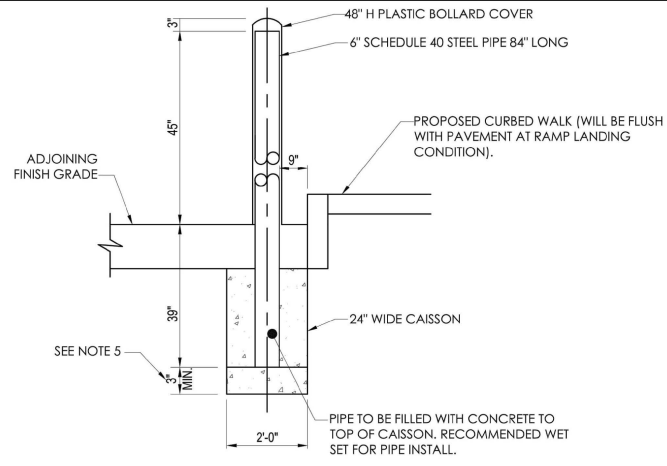
ENGINEERING DETAILS

SHEET NUMBER **CP-501**

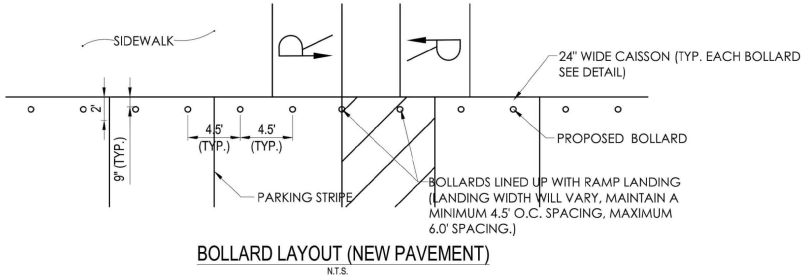
PROJECT NO. **11007.02**

NOTE:

1. CONCRETE MUST BE A MINIMUM 4,000 PSI COMPRESSIVE STRENGTH WITH FIBER MESH.
2. PROVIDE PLASTIC BOLLARD COVER. COVER TO BE IDEALSHIELD (OR APPROVED EQUAL) 1/8" THICK, BROWN (PQ-440C), 6" PIPE FIT, DOME TOP, 48" TALL.
3. DESIGN PARAMETERS:
- 20 MPH
- 5,000 LB VEHICLE
4. USE SONOTUBE IN SANDY OR OTHER SOILS THAT MIGHT CAVE IN.
5. INCREASE DEPTH OF CAISSON BELOW PIPE TO MEET LOCAL JURISDICTION MIN. FROST DEPTH REQUIREMENT. PIPE CAN STAY AT 39" BELOW PAVEMENT.
6. IT IS THE CONTRACTORS RESPONSIBILITY TO VERIFY NO UTILITY CONFLICTS EXIST WHERE BOLLARDS ARE TO BE INSTALLED, PRIOR TO INSTALLATION.



2a DEEP MOUNT BOLLARD - NEW PAVEMENT
NTS



28

DEEP MOUNT BOLLARD DETAIL

SCALE: NOT TO SCALE

14

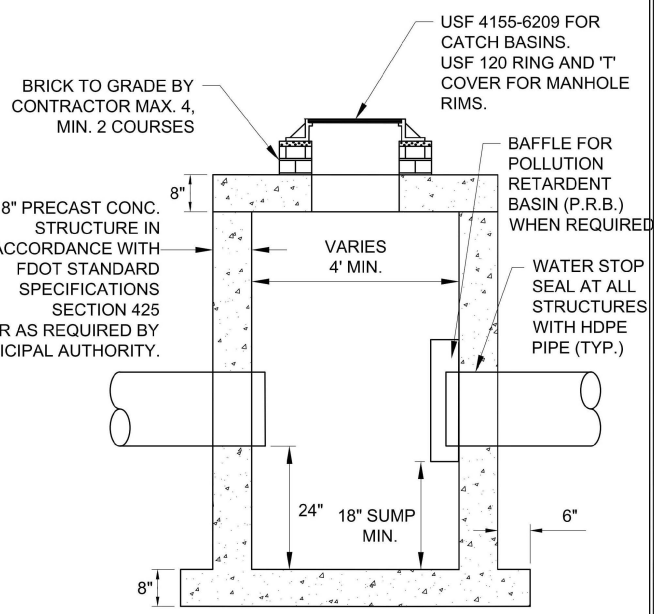
CONCRETE FLUME DETAIL

SCALE: NOT TO SCALE

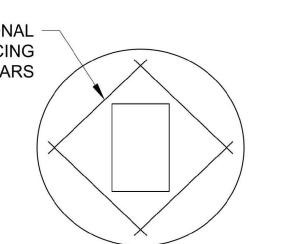
26

WHEEL STOP DETAIL

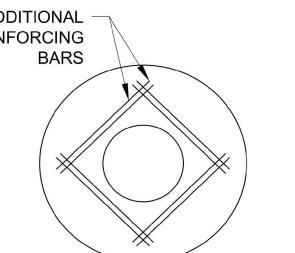
SCALE: NOT TO SCALE



NOTE:
1. STRUCTURE MANUFACTURER AND/OR CONTRACTOR SHALL CONFIRM ALL STEEL REINFORCEMENT MEETS FDOT STANDARDS PER INDEX 200, SECTION 415 AND 425 PRIOR TO SUBMITTING ANY SHOP DRAWINGS FOR APPROVAL.
2. LOCKING GRATES TO BE PROVIDED.



PLAN VIEW TOP SLAB FOR CATCH BASINS



PLAN VIEW TOP SLAB FOR MANHOLES

9

CATCH BASIN / DRAINAGE MANHOLE DETAIL

SCALE: NOT TO SCALE

10

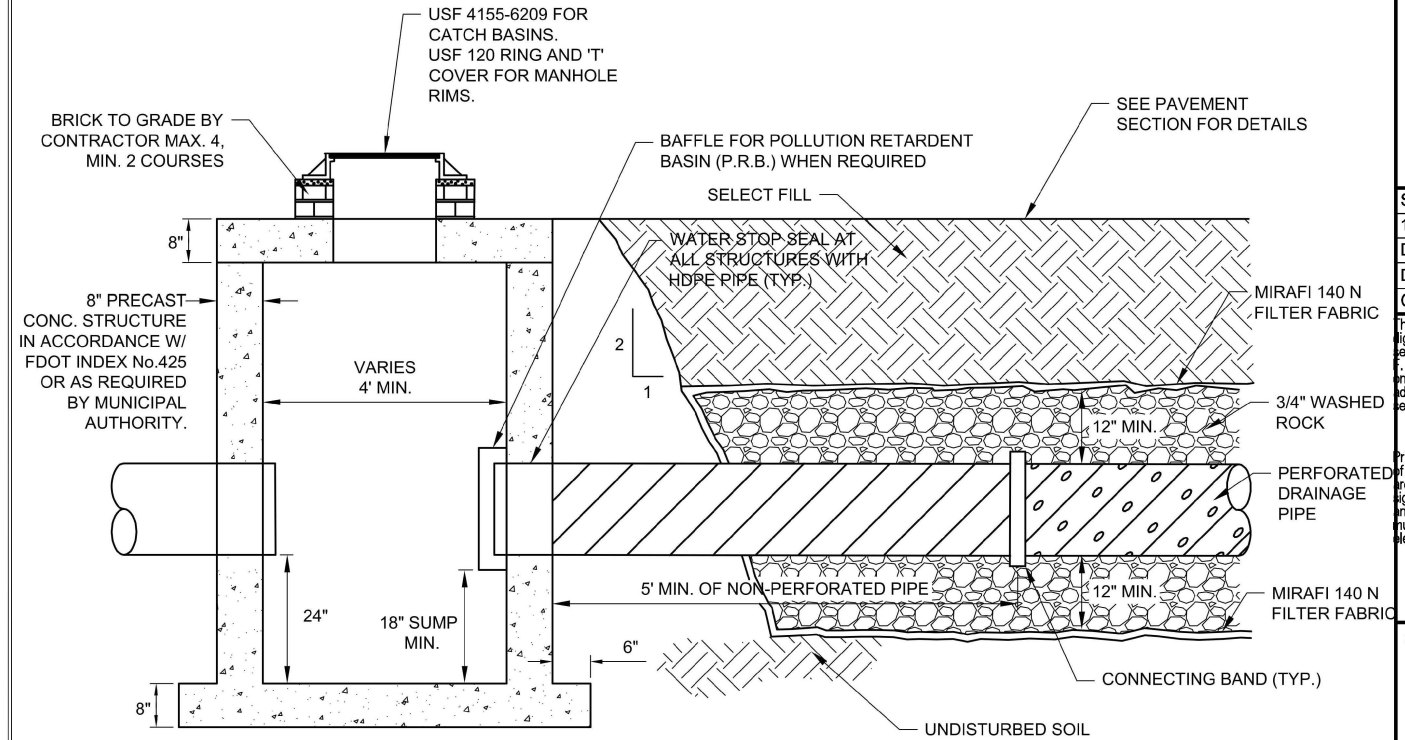
CATCH BASIN / MANHOLE FRAME DETAIL

SCALE: NOT TO SCALE

13

CATCH BASIN W/ P.R.B. AND EXFILTRATION TRENCH

SCALE: NOT TO SCALE



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120 North Federal Highway, Suite 208
Lake Worth, Florida 33460
PH: (954) 788-3400
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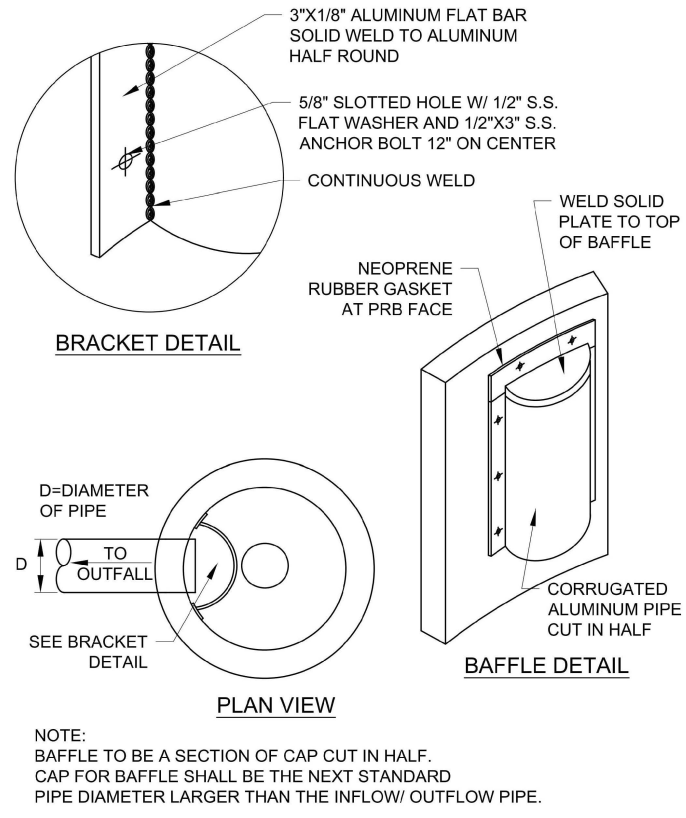
This item has been digitally signed and sealed by Thomas F. Donahue, P.E. on the date adjacent to the seal.

Date: 2020.06.25 15:53:46 04'00"
THOMAS F. DONAHUE, P.E.
FLORIDA REG. NO. 60529
(FOR THE FIRM)

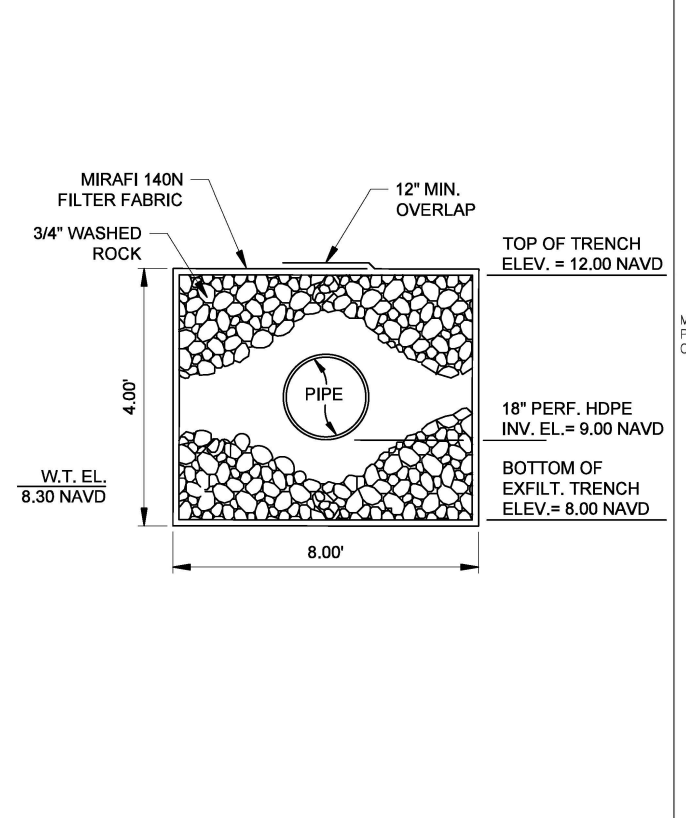
SHEET TITLE
ENGINEERING DETAILS

SHEET NUMBER
CP-502

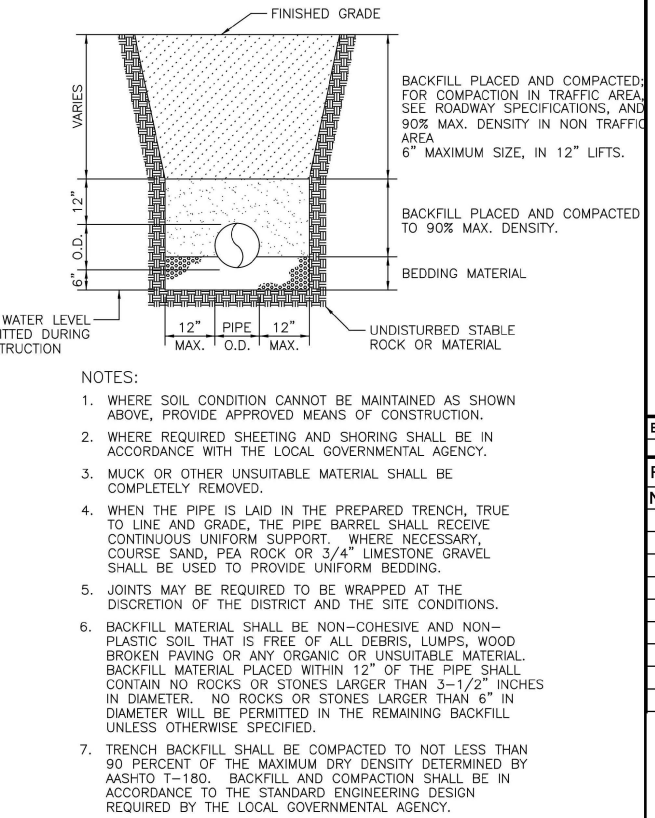
PROJECT NO. **11007.02**



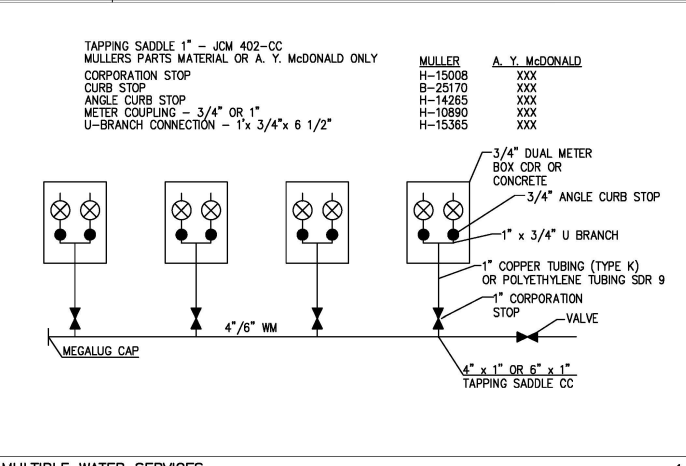
12 POLLUTION RETARDANT BAFFLE DETAIL
SCALE: NOT TO SCALE



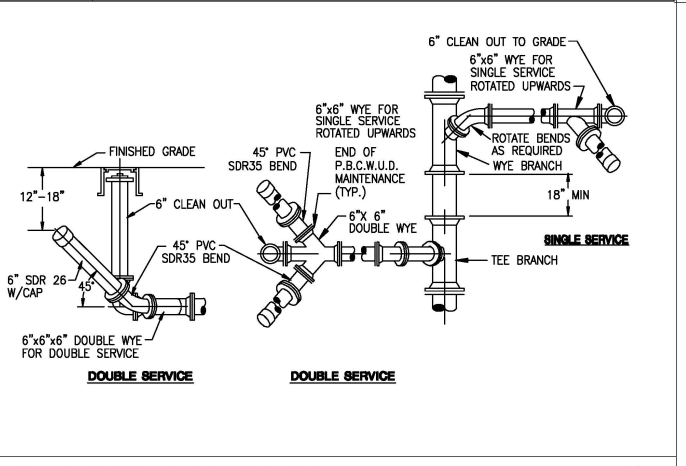
11 EXFILTRATION TRENCH DETAIL
SCALE: NOT TO SCALE



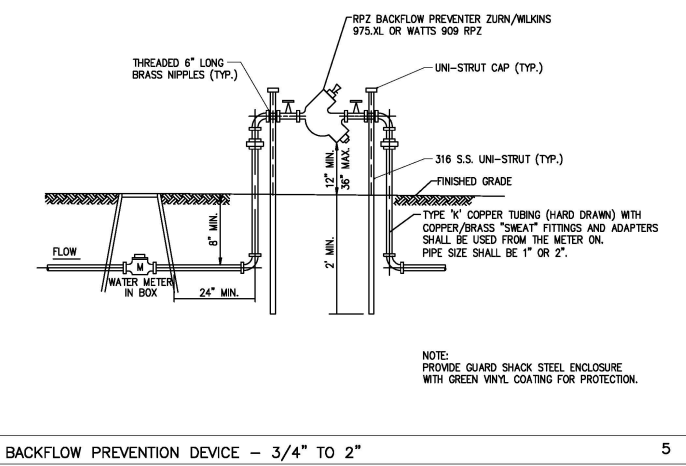
27 PIPE TRENCH EXCAVATION DETAIL
SCALE: NOT TO SCALE



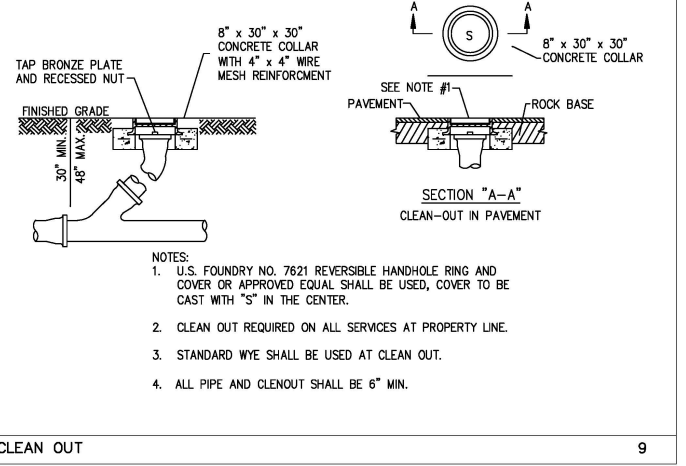
1 MULTIPLE WATER SERVICES



10 TYPICAL WASTEWATER SERVICE CONNECTION



5 BACKFLOW PREVENTION DEVICE - 3/4" TO 2"



9 CLEAN OUT

KEITH

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Pompano Beach, Florida 33060-6643

120 North Federal Highway, Suite 208
Lake Worth, Florida 33460

PH: (954) 788-3400

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7-ELEVEN

7-ELEVEN #41361
1900 10TH AVENUE
NORTH, LAKE WORTH,
FLORIDA 33461

SCALE: AS NOTED
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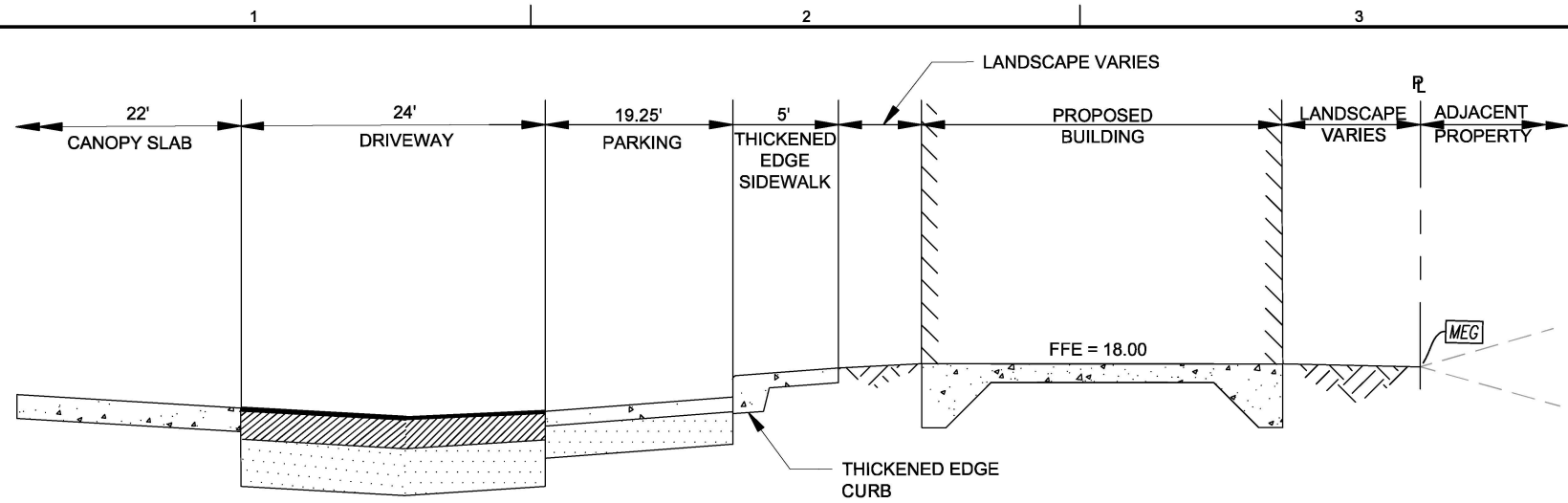
THOMAS F. DONAHUE
L. LICENSE
No. 60529
STATE OF FLORIDA
PROFESSIONAL ENGINEER

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Date: 2020.06.25 15:54:10-04'00"
THOMAS F. DONAHUE, P.E.
FLORIDA REG. NO. 60529
(FOR THE FIRM)

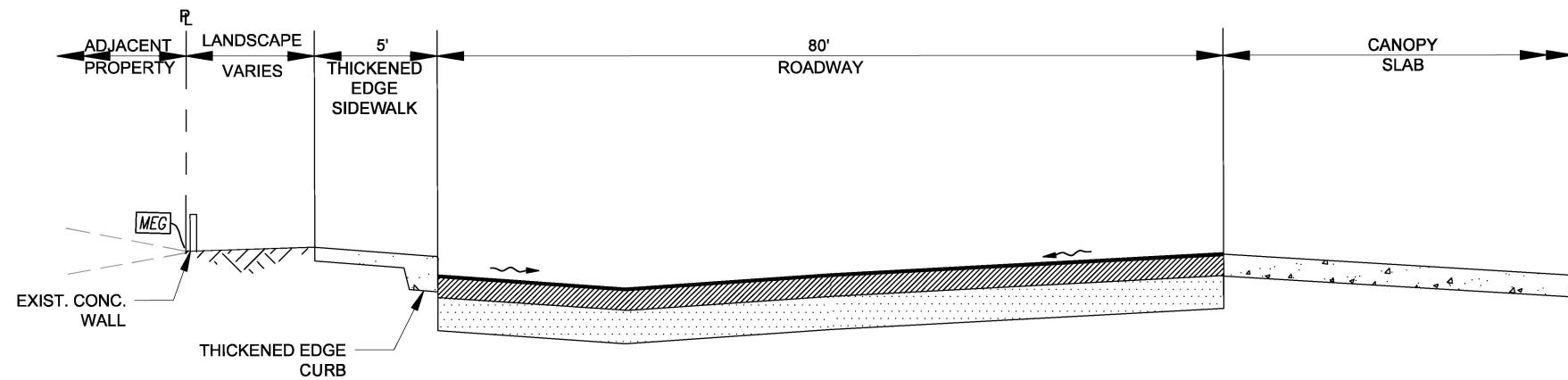
SHEET TITLE
ENGINEERING DETAILS

SHEET NUMBER
CP-503

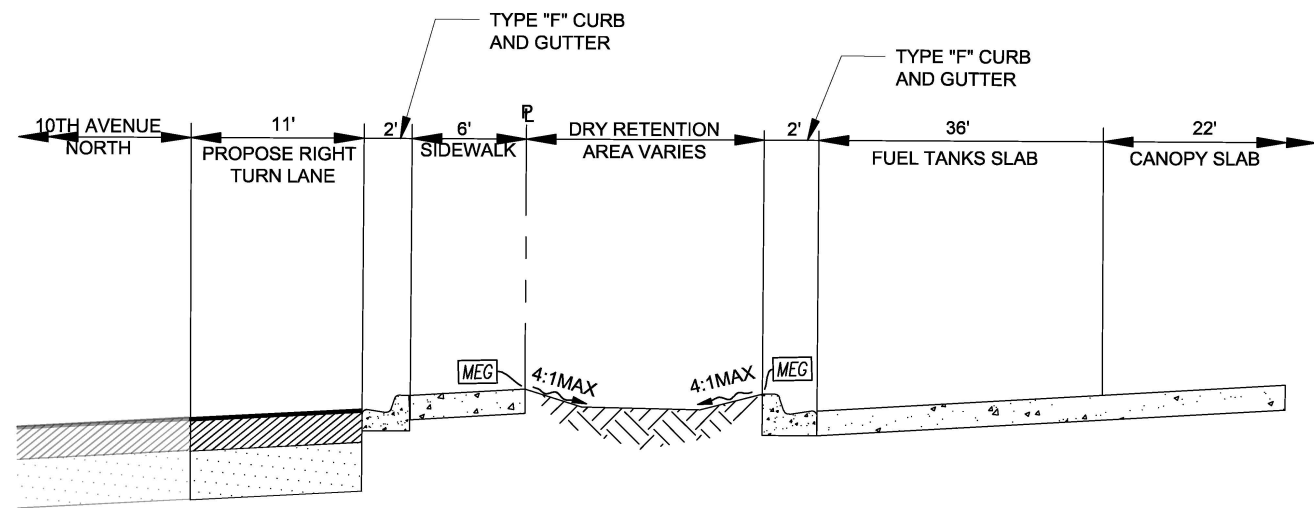
PROJECT NO. **11007.02**



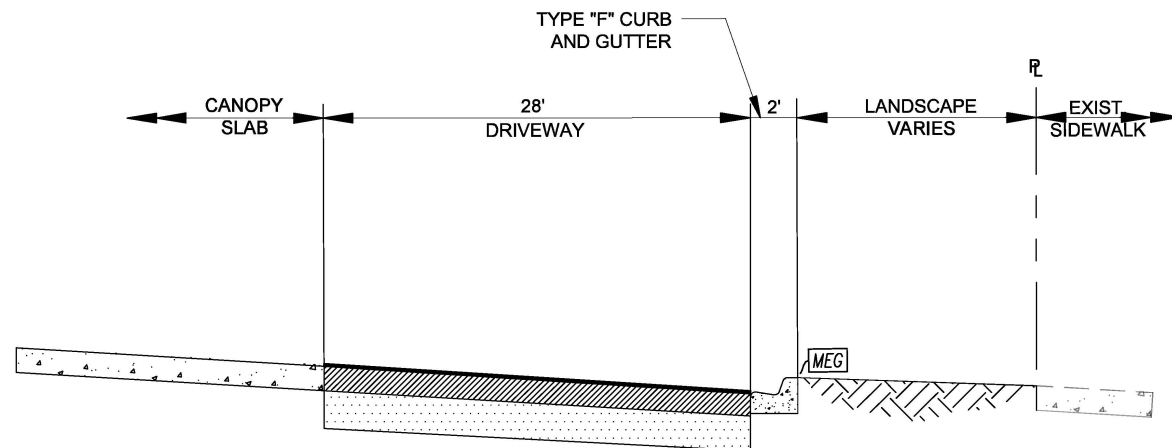
SECTION 'A-A'
N.T.S.



SECTION 'B-B'
N.T.S.



SECTION 'C-C'
N.T.S.



SECTION 'D-D'
N.T.S.

VP SCALE: 1"=20' / 0.05:1



KEITH

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NORTH, LAKE WORTH,
FLORIDA 33461

SCALE: AS NOTED

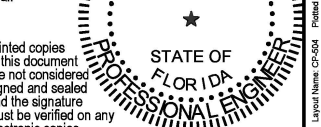
1ST SUBMITTAL DATE: MARCH 2020

DRAWN BY: MG

DESIGNED BY: MG

CHECKED BY: TD

This item has been
digitally signed and
sealed by Thomas
F. Donahue, P.E.
on the date
adjacent to the
seal.



THOMAS F. DONAHUE, P.E.
FLORIDA REG. NO. 60529
(FOR THE FIRM)

SHEET TITLE

**ENGINEERING
DETAILS**

SHEET NUMBER

CP-504

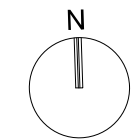
PROJECT NO. **11007.02**

Drawing name: \\11111\1007.02-7-11-1900 10th Ave. N. Lake Worth FL\Engineering\Cadd\1007.02-CP-504.dwg Layout Name: CP-504.Plot Date: May 16, 2020 3:58pm

1 2 3 4 5



R1-1 "STOP" SIGN
(36" x 36")



GRAPHIC SCALE
0 20 40
SCALE: 1"=20'

NOTE: PRINTED DRAWING SIZE MAY HAVE
CHANGED FROM ORIGINAL. VERIFY SCALE
USING BAR SCALE ABOVE.



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Pompano Beach, Florida 33060-6643
120 North Federal Highway, Suite 208
Lake Worth, Florida 33460

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Authorization # - 7928

BID / CONTRACT NO. :

REVISIONS		
NO.	DESCRIPTION	DATE

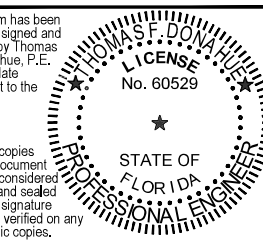
**PRELIMINARY PLAN
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DESIGNED BY:	MG
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F. Donahue, P.E.
on the date
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seal.



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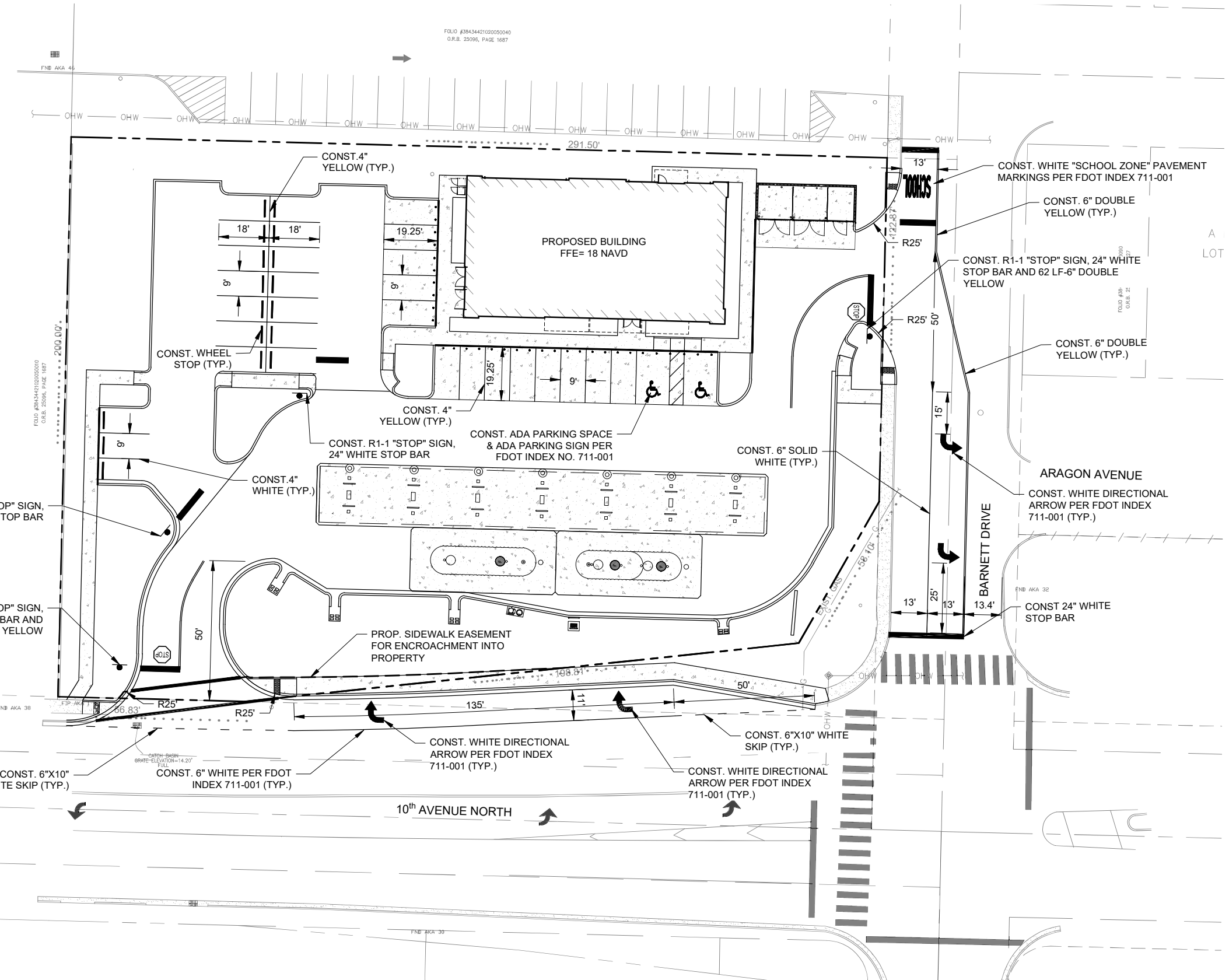
Date: 2020.06.25 15:54:58 -0400
THOMAS F. DONAHUE, P.E.
FLORIDA REG. NO. 60529
(FOR THE FIRM)

SHEET TITLE
**PAVEMENT MARKING
AND SIGNAGE PLAN**

SHEET NUMBER
CM-101

PROJECT NO. 11007.02

D
C
B
A



Drawing name: N:\1111\1107.02 - 7-11 - 1900 10th Ave N. Lake Worth FL\Engineering\Cad\1107.02-02-CM-101.dwg Layout Name: 411 - 1107.02-CM-101-Pavement Marking and Signage Plan Plotted by: jphaine Date: 2020-06-25 15:54:58 -0400

Luminaire Schedule								
Symbol	Qty	Label	Arrangement	LMF	Lum. Lumens	Lum. Watts	Part Number	BUG Rating
	28	CPY-FLAT-A	SINGLE	1.000	7720	60	CPY250-B-DM-F-A-UL-WH-57K-HZ	B3-U0-G1
	8	CPY-FLAT-C	SINGLE	1.000	4520	31	CPY250-B-DM-F-C-UL-BZ-57K-HZ	B2-U0-G1
	1	XSPLG-3ME	SINGLE	1.000	23600	184	XSPLG-D-HT-3ME-24L-57K7-UL-BZ-N	B3-U0-G4
	1	XSPLG-4ME	SINGLE	1.000	23600	184	XSPLG-D-HT-4ME-24L-57K7-UL-BZ-N	B3-U0-G3
	3	XSPLG-4ME-2	2 @ 90°	1.000	23600	184	XSPLG-D-HT-4ME-24L-57K7-UL-BZ-N	B3-U0-G3
	1	XSPLG-4ME-2(180)	2 @ 180°	1.000	23600	184	XSPLG-D-HT-4ME-24L-57K7-UL-BZ-N	B3-U0-G3
	1	XSPLG-4ME-3	3 @ 90°	1.000	23600	184	XSPLG-D-HT-4ME-24L-57K7-UL-BZ-N	B3-U0-G3
	9	XSPW	WALL MOUNT	1.000	4270	31	XSPW-B-WM-3ME-4L-57K-UL-BZ	B1-U0-G1

Calculation Summary; 1.00 LLF						
Label	Units	Avg	Max	Min	Avg/Min	Max/Min
All Calc Points	Fc	4.85	32.0	0.0	N.A.	N.A.
Gas Canopy	Fc	40.20	45	26	1.55	1.73
Paved Area	Fc	20.95	45.0	1.0	20.95	45.00

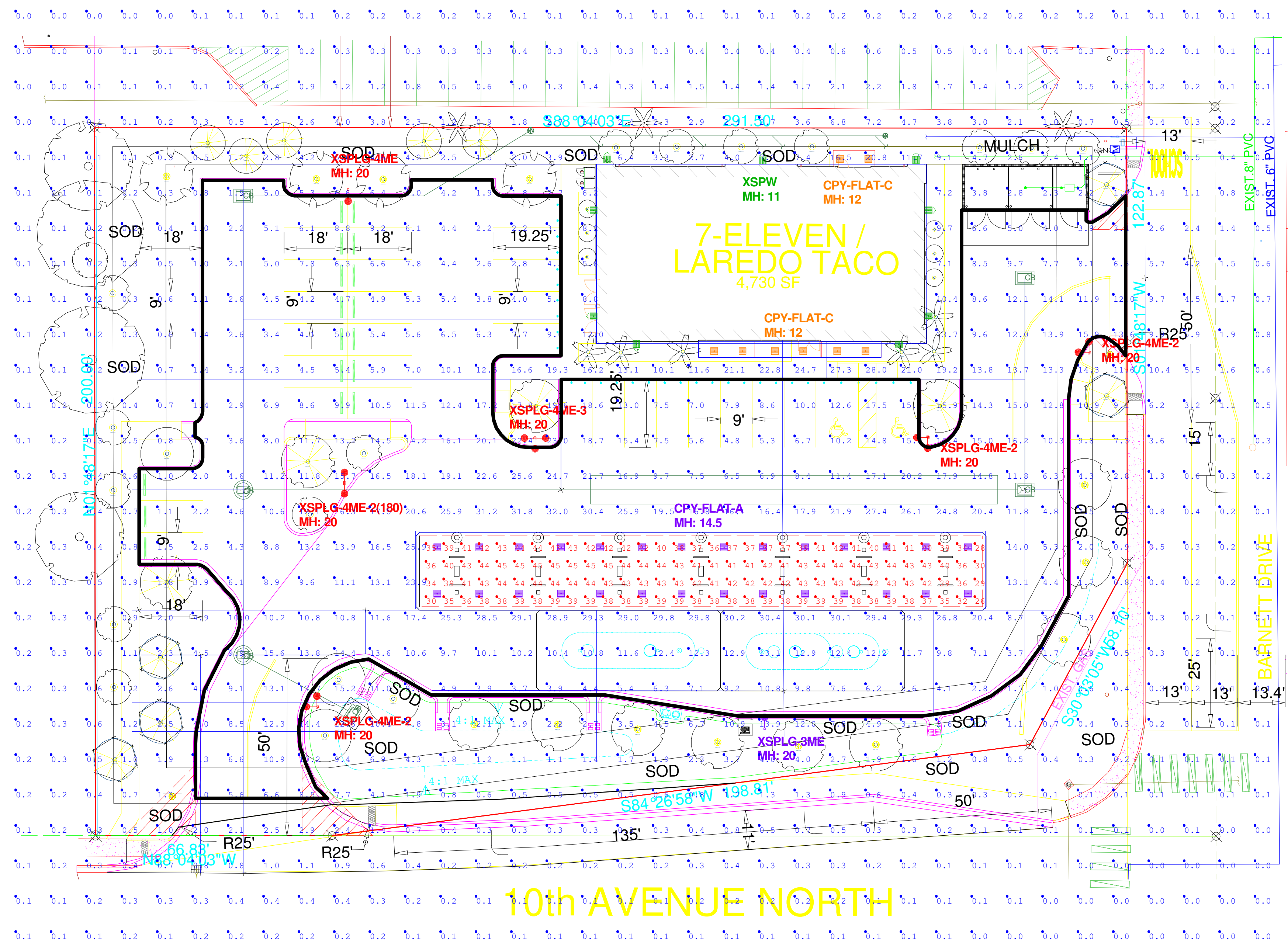
FIXTURE MOUNTING HEIGHTS AS SHOWN
POLES MOUNTED ON 3' BASE

Verify Concrete Poles vs. SSS 7-11 Poles Due to Windzone
as well as location to coast

- ADDITIONAL EQUIPMENT REQUIRED:
- (7) SSS-4-7-17-CW-BS-OT-N-BZ - (17' x 4" x 7ga, Steel Square Pole, Tenon)
 - (2) PD-1H4(90)BZ HORIZONTAL TENON 1@90
 - (3) PD-2H4(90)BZ HORIZONTAL TENON 2@90
 - (1) PD-2H4(180)BZ HORIZONTAL TENON 2@180
 - (1) PD-3H4(90)BZ HORIZONTAL TENON 3@90

PROPOSED POES MEET 180MPH SUSTAINED WIND LOADS

*** CUSTOMER TO VERIFY ORDERING INFORMATION AND
CATALOGUE NUMBER PRIOR TO PLACING ORDER ***



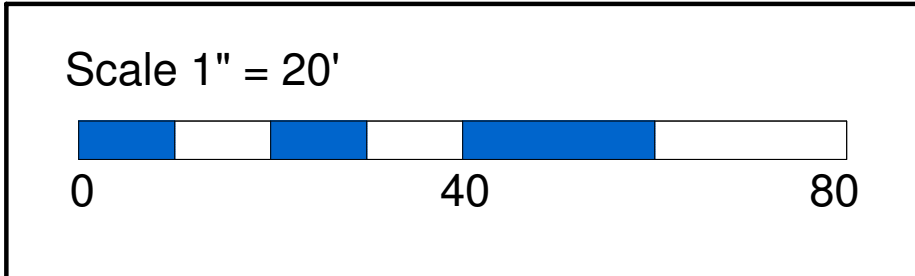
Bill Of Material	
28	CPY250-B-DM-F-A-UL-WH-57K-HZ
08	CPY250-B-DM-F-C-UL-BZ-57K-HZ
12	XSPLG-D-HT-4ME-24L-57K7-UL-BZ-N
01	XSPLG-D-HT-3ME-24L-57K7-UL-BZ-N
09	XSPW-B-WM-3ME-4L-57K-UL-BZ
02	PD-1H4(90)BZ
03	PD-2H4(90)BZ
01	PD-2H4(180)BZ
01	PD-3H4(90)BZ
07	SSS-4-7-17-CW-BS-OT-N-BZ



Illumination results shown on this lighting design are based on project parameters provided to Cree Lighting used in conjunction with luminaire test procedures conducted under laboratory conditions. Actual project conditions differing from these design parameters may affect field results. The customer is responsible for verifying dimensional accuracy along with compliance with any applicable electrical, lighting, or energy code.

Project Name: 7-11 #1046710 1900 10th Ave North Lake Worth, FL - EXT
 SR-40998 || Footcandles calculated at grade || Filename: 711-200302LWFLCWR2.AGI
 Date: 6/25/2020

Layout By:
Collin Withrow



Date	Rev.	Description
11.14.19	00	Original
02.21.20	R1	Update with new site plan
03.27.20	R2	Update adding LTC signage
04.02.20	R3	Update with new elevations

ZONING: MU-W Mixed Use-West
SQUARE FOOTAGE FORMULA

Code Information:

Wall Signs

Total sign area based on lot frontage. Ten percent of the area of primary frontage facade that faces a public road. A maximum of 100 sqft. sign area per sign allowed and a maximum of 3 signs per building. Five percent sqft. allowed for secondary building facades visible from a public right-of-way.

Freestanding Signs

100 sf per face.
Overall height allowed 12'-0"
Min. 3' Set back

Gas Canopy

Not stipulated in ordinance, submit plans to City for approval.

Directionals

Max. height: 4'-0"
Max. sqft.: 4.0 sqft.

WALL SIGN ONLY

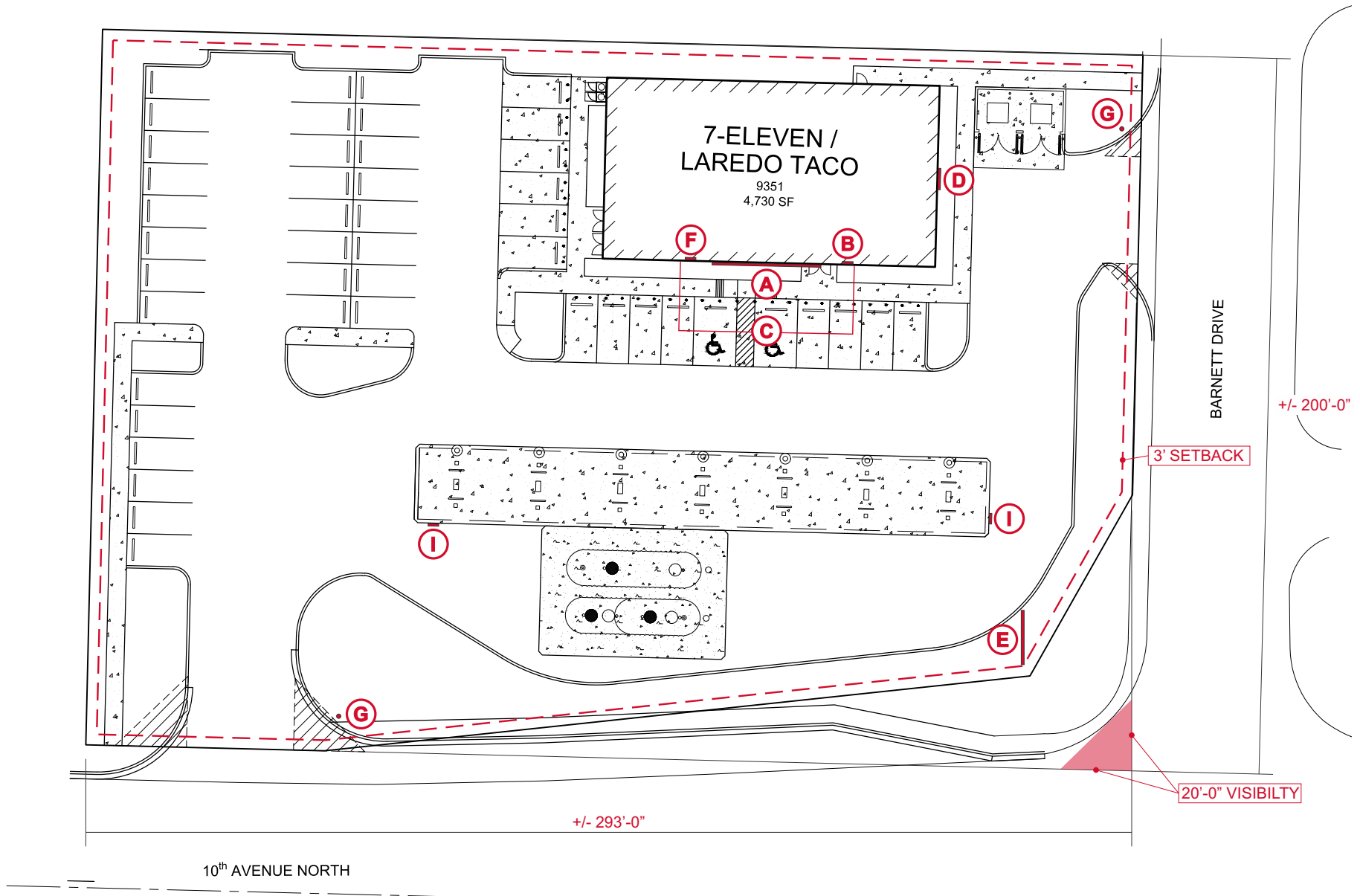
ALLOWED TOTAL	139.7 SQ. FT.
PROPOSED TOTAL	121.3 SQ. FT.

Site Notes:

Customer Approval: _____ DATE: _____



THE STRUCTURAL DESIGN CONFORMS TO THE FOLLOWING CODES AND SPECIFICATIONS:
THE FLORIDA BUILDING CODE SIXTH EDITION (2017), THE AMERICAN INSTITUTE OF STEEL CONSTRUCTION/MANUAL OF STEEL CONSTRUCTION, 9TH EDITION), THE AMERICAN WELDING SOCIETY(AWS D1.1-15), THE AMERICAN CONCRETE INSTITUTE BUILDING CODE REQUIREMENTS FOR STRUCTURAL CONCRETE(ACI 308-14), THE SPECIFICATION FOR ALUMINUM STRUCTURES BY THE ALUMINUM ASSOCIATION(CURRENT EDITION).



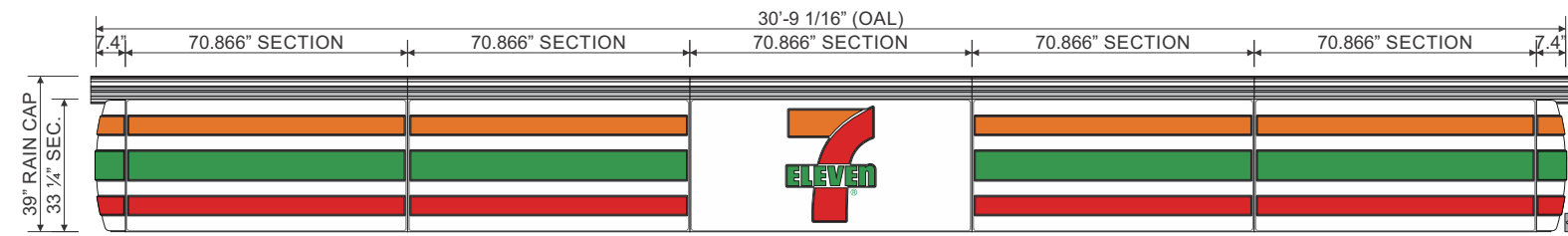
- (A)** 5-Pack SEJ W/S (36")
- (B)** ATM Interior Sign
- (C)** Window Graphics
- (D)** W37 Keystone W/S
- (E)** M50 Monument Sign
- (F)** LTC Interior Hanging Sign
- (G)** Directional Sign
- (I)** Canopy Signs

Sqft Allowances	
Wall Signs Allowed:	139.7 sqft
5-Pack Tateyama:	85.3 sqft
W37 Keystone W/S:	36.0 sqft
Wall Signs Total:	121.3 sqft
Monument Sign Allowed:	100.0 sqft
Monument Sign Total:	99.6 sqft

Site Plan
1" = 40'-0"

Date	Rev.	Description
11.14.19	00	Original
02.21.20	R1	Update with new site plan
03.27.20	R2	Update adding LTC signage
04.02.20	R3	Update with new elevations

ZONING: MU-W Mixed Use-West
SQUARE FOOTAGE FORMULA



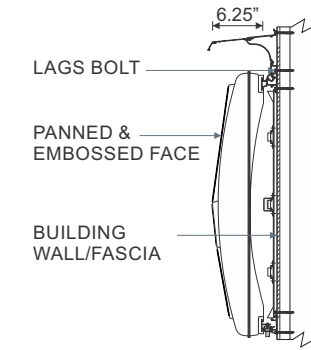
ONE (1) SET OF 33 1/4" S/F INTERNALLY ILLUMINATED WALL SIGNS (SEJ 1800 SERIES).

ELECTRICAL NOTE: EXPOSED EXTERIOR 20 AMP WEATHERPROOF ELECTRICAL DISCONNECT REQUIRED WITHIN VISUAL RANGE OF SIGN REQUIRED FOR EVERY 16 AMPS OF SIGNAGE. ACTUAL NUMBER OF CIRCUITS TO BE DETERMINED BY A LICENSED ELECTRICAL CONTRACTOR. ACTUAL LOCATION OF BOX MAY VARY. CIRCUITS AND SWITCH TO BE PROVIDED BY OTHERS. INPUT VOLTAGE - 120V ALL SIGNAGE WILL BE (MET) LISTED, (U.L.) 48STD COMPLIANT AND CARRY (MET) LABELS.

Front Elevation - SEJ 1800 Series Wall Sign Sections - Sign A

1/4" = 1'-0"

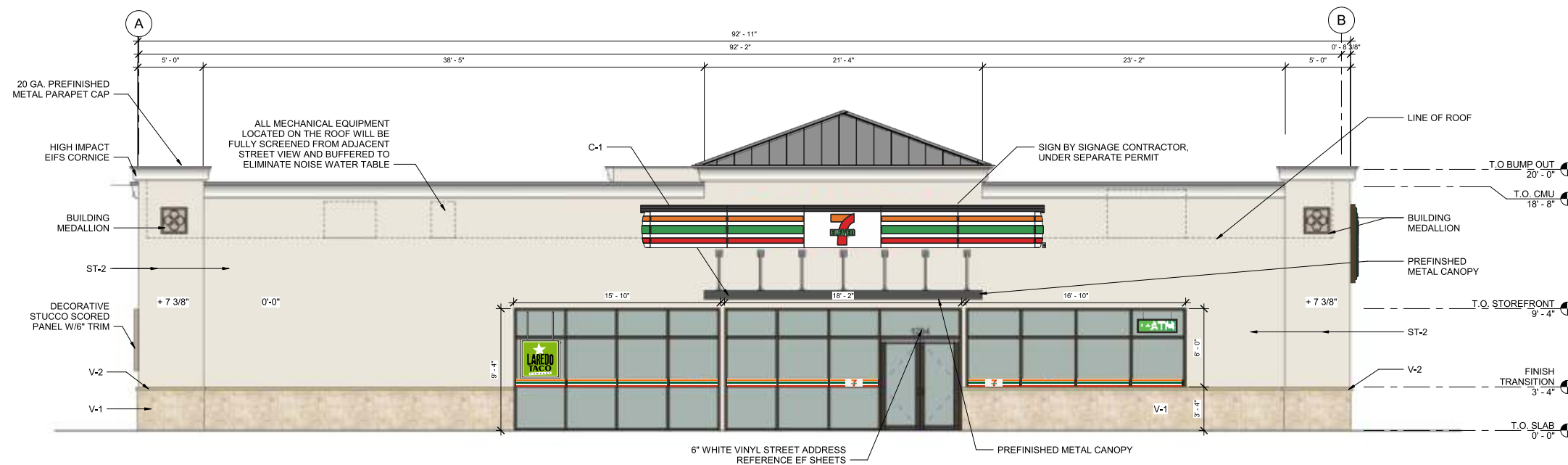
Display Square Footage (Sections): **85.3**



Side Mounting Detail - Sign A

NTS

Code Information:	
Allowed:	100.0 sqft
Proposed:	85.3 sqft



Proposed South Elevation - Signs A, B, C & F

3/32" = 1'-0"

ALLOWED TOTAL	139.7 SQ. FT.
PROPOSED TOTAL	121.3 SQ. FT.

Site Notes:

Customer Approval: _____ DATE: _____

Page: 2



THE STRUCTURAL DESIGN CONFORMS TO THE FOLLOWING CODES AND SPECIFICATIONS:
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Date	Rev.	Description
11.14.19	00	Original
02.21.20	R1	Update with new site plan
03.27.20	R2	Update adding LTC signage
04.02.20	R3	Update with new elevations

ZONING: MU-W Mixed Use-West
SQUARE FOOTAGE FORMULA

ALLOWED TOTAL	139.7 SQ. FT.
PROPOSED TOTAL	121.3 SQ. FT.

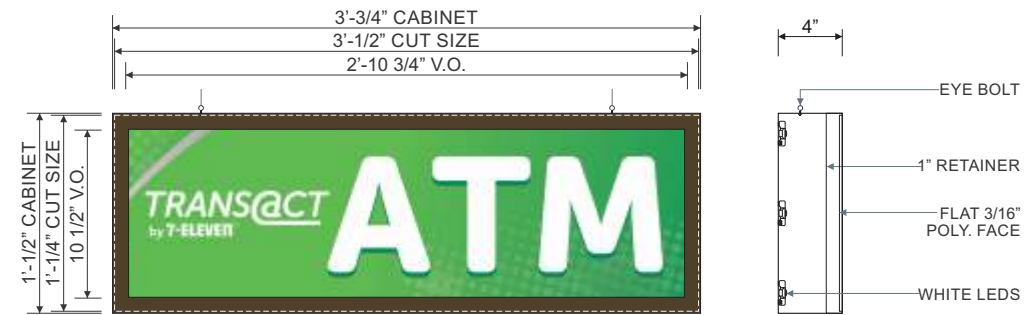
Site Notes:

Customer Approval: _____ DATE: _____

Page: 3



THE STRUCTURAL DESIGN CONFORMS TO THE FOLLOWING CODES AND SPECIFICATIONS:
THE FLORIDA BUILDING CODE SIXTH EDITION (2017), THE AMERICAN INSTITUTE OF STEEL CONSTRUCTION/MANUAL OF STEEL CONSTRUCTION, 9TH EDITION, THE AMERICAN WELDING SOCIETY/AWS D1.1-15, THE AMERICAN CONCRETE INSTITUTE BUILDING CODE REQUIREMENTS FOR STRUCTURAL CONCRETE(ACI 308-14), THE SPECIFICATION FOR ALUMINUM STRUCTURES BY THE ALUMINUM ASSOCIATION(CURRENT EDITION).



ONE (1) **INTERIOR ATM** INTERNALLY ILLUMINATED S/F WINDOW SIGN. 3/16" THICK FLAT WHITE POLYCARBONATE FACE W/ DIGITALLY PRINTED IMAGE VINYL TO BE APPLIED FIRST SURFACE. CABINET TO BE INTERNALLY ILLUMINATED W/ GE WHITE LEDS. 4 DEEP ALUM. CABINET & 1" RETAINERS ALL PAINTED **313E DURANODIC BRONZE**. SIGN TO HANG INSIDE THE STORE BEHIND GLASS AS INDICATED IN PHOTO OVERLAY WITH EYE BOLTS.

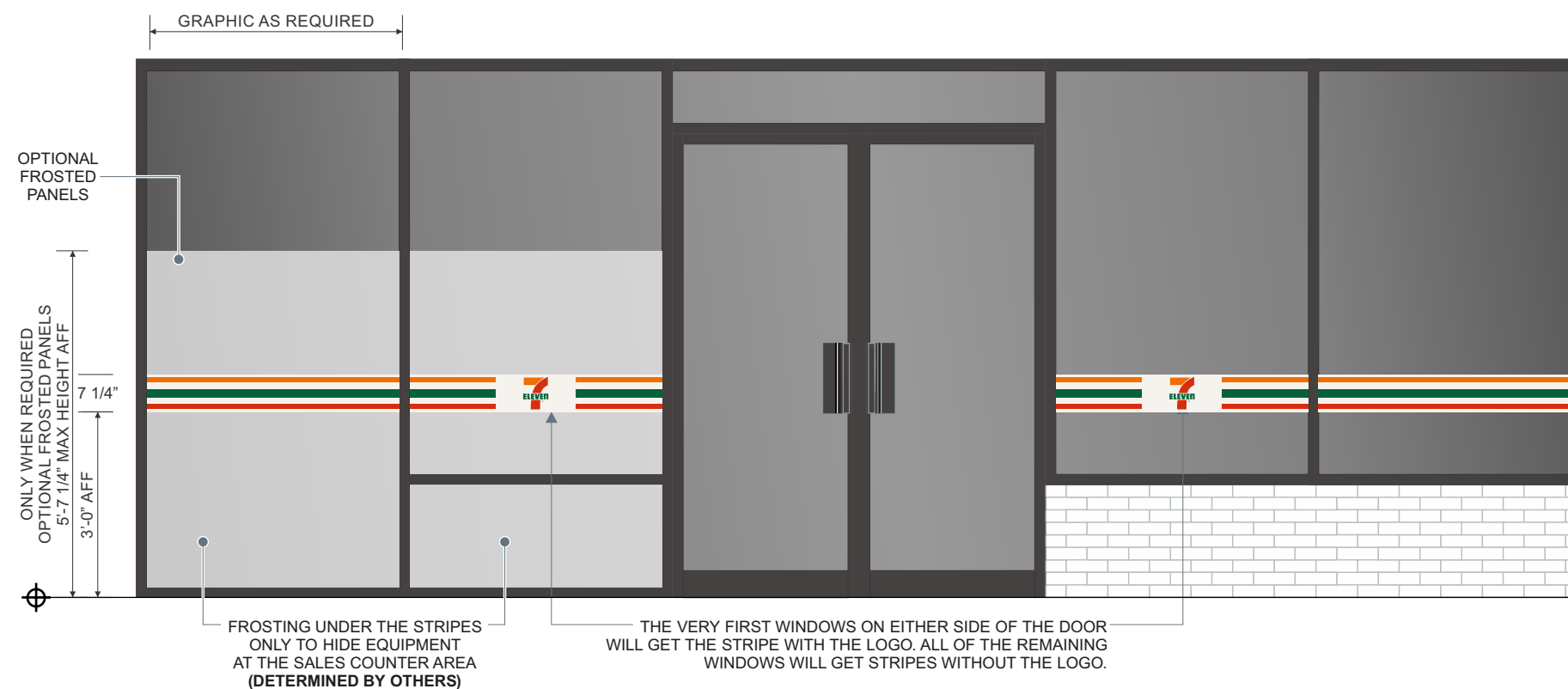
VINYL SPECS: DIGITALLY PRINTED IMAGE VINYL
PAINT SPECS: 313E DURANODIC BRONZE

NOTE: ATM SIGN TO BE FABRICATED & INSTALLED BY OTHERS

Front Elevation & Side Mounting Detail - ATM S/F Window Sign - **Sign B**

1" = 1'-0"

Display Square Footage (Cabinet): **3.2**



WINDOW VINYL GRAPHICS.
VINYL GRAPHICS TO BE APPLIED SECOND SURFACE ONTO DESIGNATED STORE WINDOWS.

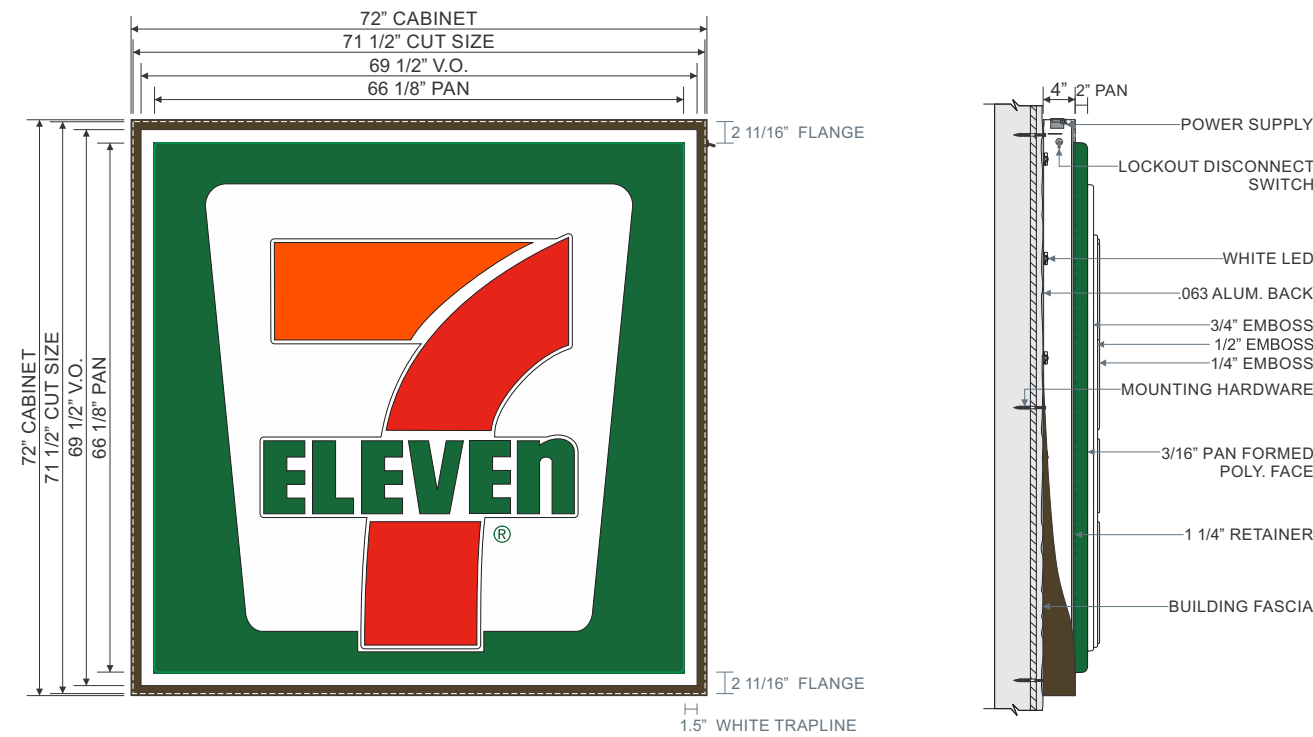
NOTE: WINDOW GRAPHICS KITS TO BE PROVIDED AND INSTALLED BY OTHERS. NOT PART OF HARBINGERS SCOPE OF WORK.
NOTE: FOR FULL INSTALLATION INSTRUCTIONS, REFER TO 7-ELEVEN SIGNAGE MANUAL.

Front Elevation - Typical Window Vinyl Graphics - **Sign C**

3/8" = 1'-0"

Date	Rev.	Description
11.14.19	00	Original
02.21.20	R1	Update with new site plan
03.27.20	R2	Update adding LTC signage
04.02.20	R3	Update with new elevations

ZONING: MU-W Mixed Use-West
SQUARE FOOTAGE FORMULA



ONE (1) **W37** INTERNALLY ILLUMINATED S/F WALL SIGN CABINET.
3/16" THICK PAN FORMED & EMBOSSED WHITE POLY. FACE W/ TRANSLUCENT VINYL GRAPHICS APPLIED
FIRST SURFACE. 4" DEEP BRAKE FORM ALUM. CABINET W/ 1 1/4" RETAINERS TO BE PAINTED **DURANODIC BRONZE**.
CABINET TO BE INTERNALLY ILLUMINATED W/ WHITE LEDS.

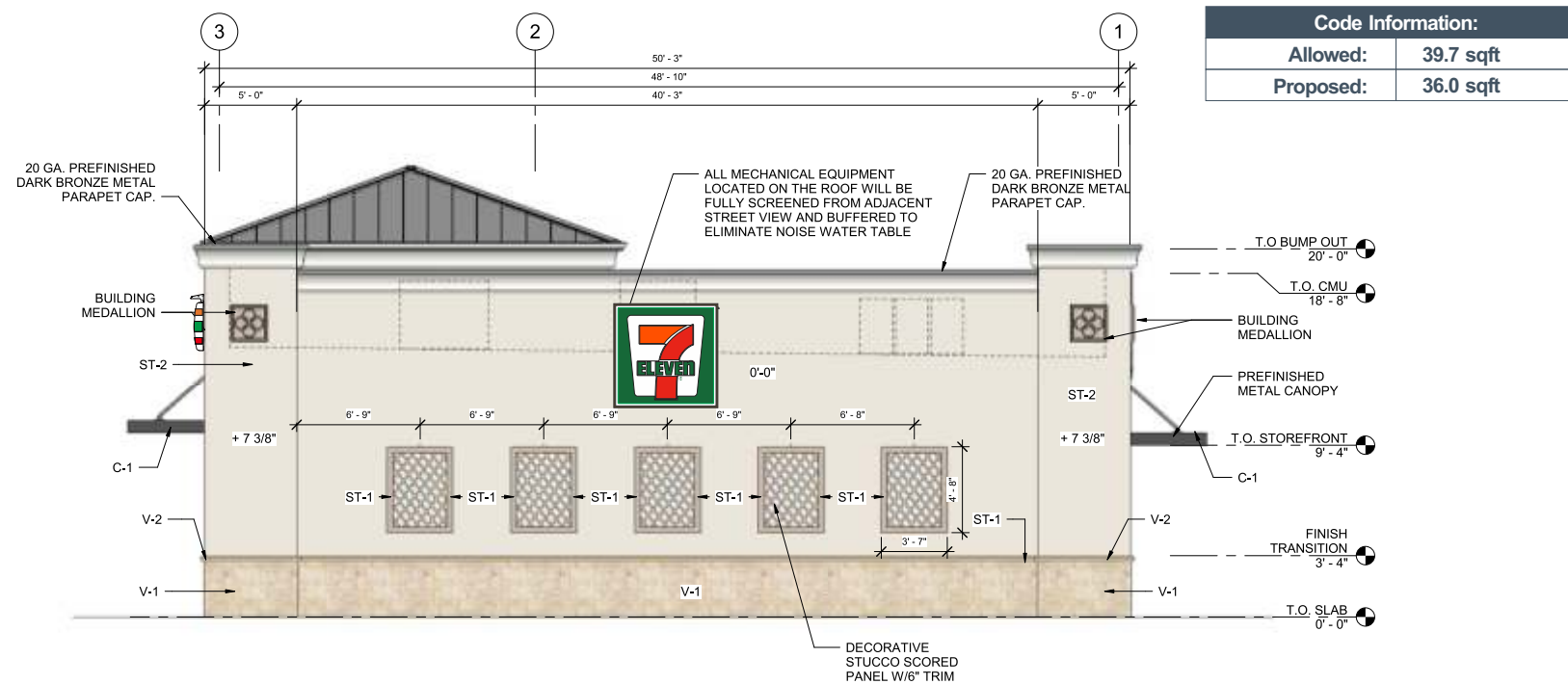
VINYL SPECS: 3M 3630-44 ORANGE, 3M 3630-33 RED, 3M 3630-26 GREEN
PAINT SPECS: DURANODIC BRONZE

7-ELEVEN LOGO DIMENSIONS:
OAH: 58 1/2"
OAL: 53 7/16"

Face & Side Detail - **W37** Wall Sign Cabinet - **Sign D**

1/2" = 1'-0"

Display Square Footage(Cabinet): **36.0**



Proposed East Elevation - **Sign D**

1/8" = 1'-0"

ALLOWED TOTAL 139.7 SQ. FT.
PROPOSED TOTAL 121.3 SQ. FT.

Site Notes:

Customer Approval: _____ DATE: _____

Page: 4



THE STRUCTURAL DESIGN CONFORMS TO THE FOLLOWING CODES AND SPECIFICATIONS:
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Total Sign Square footage Calculations:	
Allowed:	100.0 sqft
Proposed:	99.6 sqft

Overall Height:	
Allowed Max:	12'-0"
Proposed:	11'-0"

SetBacks:	
Requirements:	3'-0"
Proposed:	3'-0"

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2301 Ohio Dr. Plano, TX. 32257 • 972.905.9450

www.harbingersign.com

CLIENT: 7-Eleven #41361 (1046710)

ADDRESS: PIONEER ST & S 65TH AVE
RIDGEFIELD, WA 98642

CONTACT:

SALES ASSOC.: Rick Guarino

PROJECT MGR: Brian Hutto

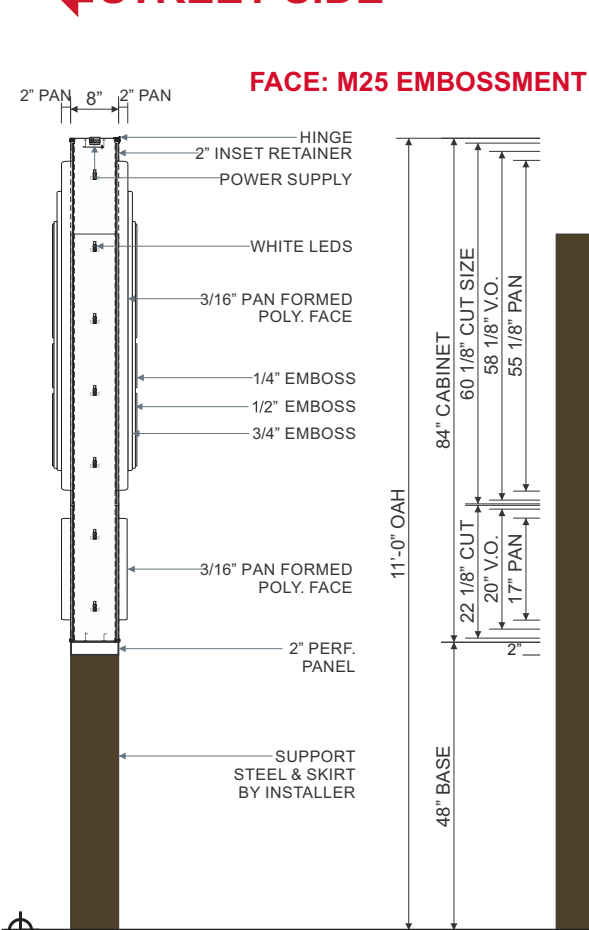
DESIGNER: Fernando Mercado

SVE_41361 (1046710)_Q118953_R3

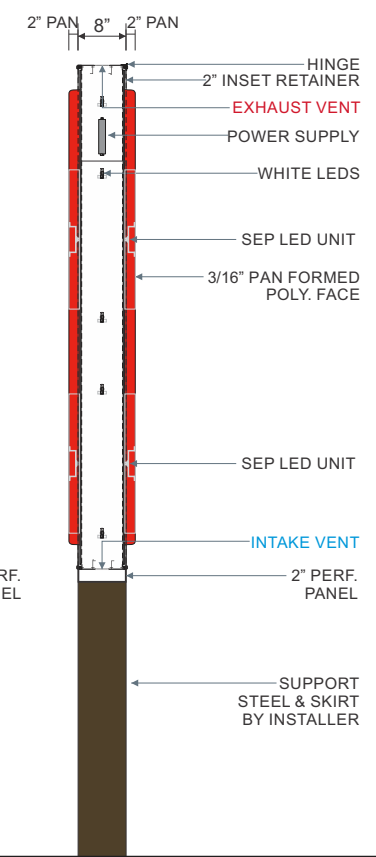
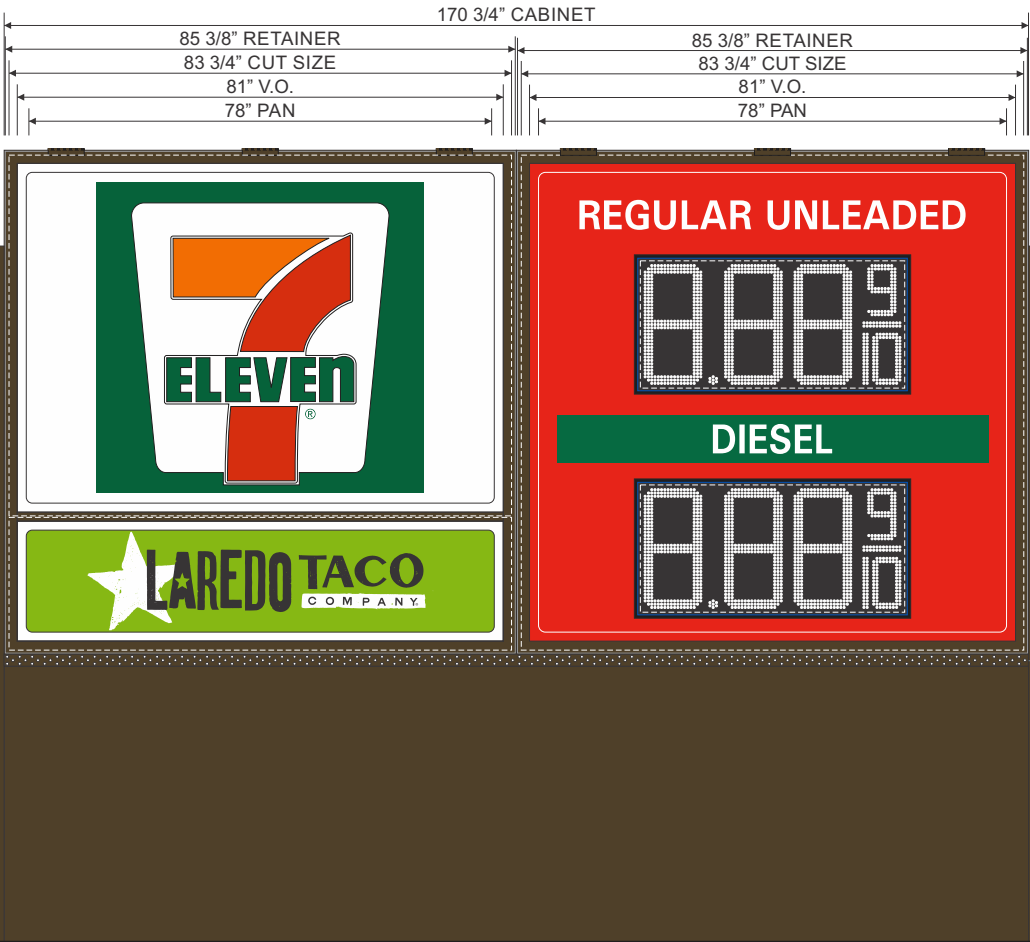
Date	Rev.	Description
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03.27.20	R2	Update adding LTC signage
04.02.20	R3	Update with new elevations

ZONING: MU-W Mixed Use-West
SQUARE FOOTAGE FORMULA

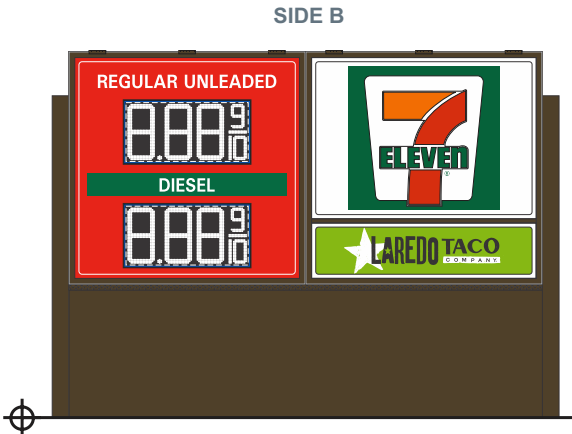
← STREET SIDE



SIDE A



STREET SIDE →



ONE (1) **NON-STANDARD D/F INTERNALLY ILLUMINATED SIGN CABINET**. 8" DEEP EXTRUDED ALUM. CABINET W/ 2" INSET HINGED RETAINERS TO BE PAINTED **DURANODIC BRONZE**. CABINET TO BE INTERNALLY ILLUMINATED W/ WHITE LEDS. 2" INSET RETAINERS TO BE HINGED ON ONE SIDE OF CABINET.

7-ELEVEN FACE SPECS: 3/16" THICK PAN FORMED & EMBOSSED WHITE POLYCARBONATE FACES W/ TRANSLUCENT VINYL GRAPHICS APPLIED FIRST SURFACE. 8" DEEP EXTRUDED ALUM. CABINET W/ 2" INSET HINGED RETAINERS TO BE PAINTED **DURANODIC BRONZE**. CABINET TO BE INTERNALLY ILLUMINATED W/ WHITE LEDS. 2" INSET RETAINERS TO BE HINGED ON ONE SIDE OF CABINET.

VINYL SPECS: 3M 3630-44 ORANGE, 3M 3630-33 RED, 3M 3630-26 GREEN
PAINT SPECS: DURANODIC BRONZE

LAREDO TACO CO. FACE SPECS: 3/16" THICK PAN FORMED WHITE POLYCARBONATE FACE W/ DIGITALLY PRINTED 3M 3630-20 WHITE VINYL & 3M 8520 LAMINATE TO BE APPLIED FIRST SURFACE.

VINYL SPECS: 3M 3630-20 WHITE, 3M 8520 LAMINATE
COLOR SPECS: PMS 376 C GREEN, PMS WHITE, BLACK

ONE (1) **STANDARD L50G2D D/F "DOUBLE-PRODUCT" DIESEL INTERNALLY ILLUMINATED SIGN CABINET** W/ WHITE LED DIGITS. CABINET TO BE INTERNALLY ILLUMINATED W/ WHITE LEDS. 3/16" THICK PAN FORMED CLEAR POLY. FACES BACK SPRAYED **PMS 485 RED** THEN **PMS WHITE** W/ 3M 3630-26 GREEN TRANSLUCENT VINYL & 3M 7725-12 BLACK VINYL TRIM AROUND LED WINDOW APPLIED SECOND SURFACE. 8" DEEP EXTRUDED ALUM. CABINET W/ 2" INSET RETAINERS TO BE PAINTED **DURANODIC BRONZE**. RETAINER TO BE HINGED ON BOTH SIDES OF THE CABINET.

PROVIDE CUSTOMER W/ PRICE VISION 20" DIGIT WHITE LED MODULES.

7-ELEVEN VINYL SPECS: 3M 3630-26 GREEN, 3M 7725-12 BLACK
7-ELEVEN PAINT SPECS: PMS 485 RED & PMS WHITE

PROVIDE 2" PERFORATED PANEL SECTION FINISHED **DURANODIC BRONZE** TO FILL/PROVIDE VENTILATION SPACE UNDERNEATH CABINET FOR AIR FLOW VENTS.

NOTE: SUPPORT STEEL & BASE TO BE PROVIDED BY INSTALLER.
NOTE: SUPPORT STEEL & ALUMINUM SKIRT TO BE PAINTED **DURANODIC BRONZE**.
NOTE: DEDICATED 20 AMP CIRCUIT REQUIRED FOR LED GAS PRICE CABINET, MUST BE PROVIDED BY CUSTOMER.

7-ELEVEN LOGO DIMENSIONS:
OAH: 47"
OAL: 42 15/16"

SEP PRICE VISION LED UNITS:
LED UNIT SIZE: 22.082" X 44.924"
LED CHARACTER SIZE: 19.980"

Face & Side Detail - Non-Standard 7-Eleven / LTC & L50G2D Double Product Monument Structure - Sign E

3/8" = 1'-0"

Display Square Footage (Cabinets Combined): **99.6**

ALLOWED TOTAL	139.7 SQ. FT.
PROPOSED TOTAL	121.3 SQ. FT.

Site Notes:

Customer Approval: _____ DATE: _____

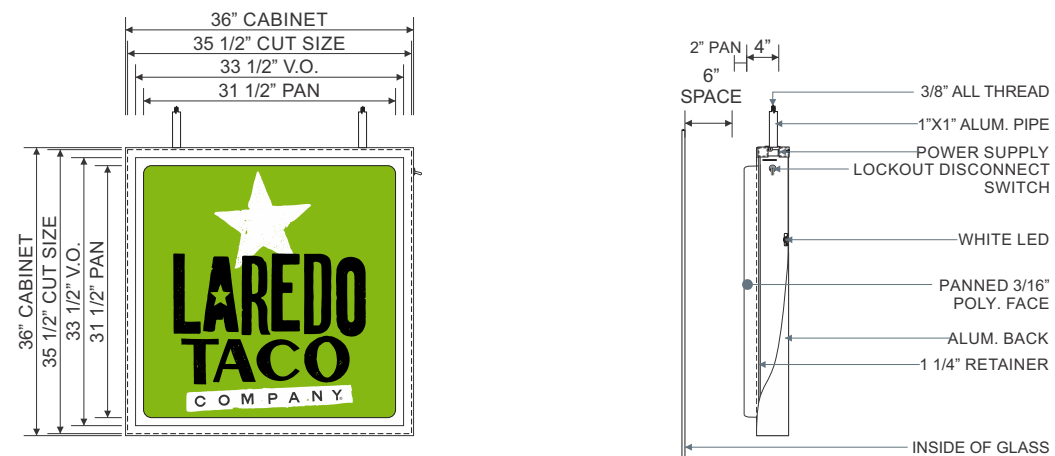
Page: 5

LISTED MET US
Complies with UL 48 CSA C22.2 No.207

THE STRUCTURAL DESIGN CONFORMS TO THE FOLLOWING CODES AND SPECIFICATIONS: THE FLORIDA BUILDING CODE SIXTH EDITION (2017), THE AMERICAN INSTITUTE OF STEEL CONSTRUCTION (MANUAL OF STEEL CONSTRUCTION, 9TH EDITION), THE AMERICAN WELDING SOCIETY (AWS D1.1-15), THE AMERICAN CONCRETE INSTITUTE BUILDING CODE REQUIREMENTS FOR STRUCTURAL CONCRETE (ACI 308-14), THE SPECIFICATION FOR ALUMINUM STRUCTURES BY THE ALUMINUM ASSOCIATION (CURRENT EDITION).

Date	Rev.	Description
11.14.19	00	Original
02.21.20	R1	Update with new site plan
03.27.20	R2	Update adding LTC signage
04.02.20	R3	Update with new elevations

ZONING: MU-W Mixed Use-West
SQUARE FOOTAGE FORMULA



ONE (1) LTC- 3X3 HANGING S/F INTERNALLY ILLUMINATED SIGN CABINET.
3/16\"/>

LAREDO TACO CO. VINYL SPECS:
3M 3630-20 WHITE
3M 8520 LAMINATE
LAREDO TACO CO. COLOR SPECS:
PMS 376 C GREEN,
PMS WHITE,
PMS BLACK
PAINT SPECS:
PMS WHITE

7-ELEVEN LOGO DIMENSIONS:
OAH: 29 1/2\"/>

Face & Side Detail - LTC- 3X3 HANGING S/F Cabinet - Sign F

1/2" = 1'-0"

Display Square Footage(Cabinet): **9.0**

ALLOWED TOTAL	139.7 SQ. FT.
PROPOSED TOTAL	121.3 SQ. FT.

Site Notes:

Customer Approval: _____ DATE: _____

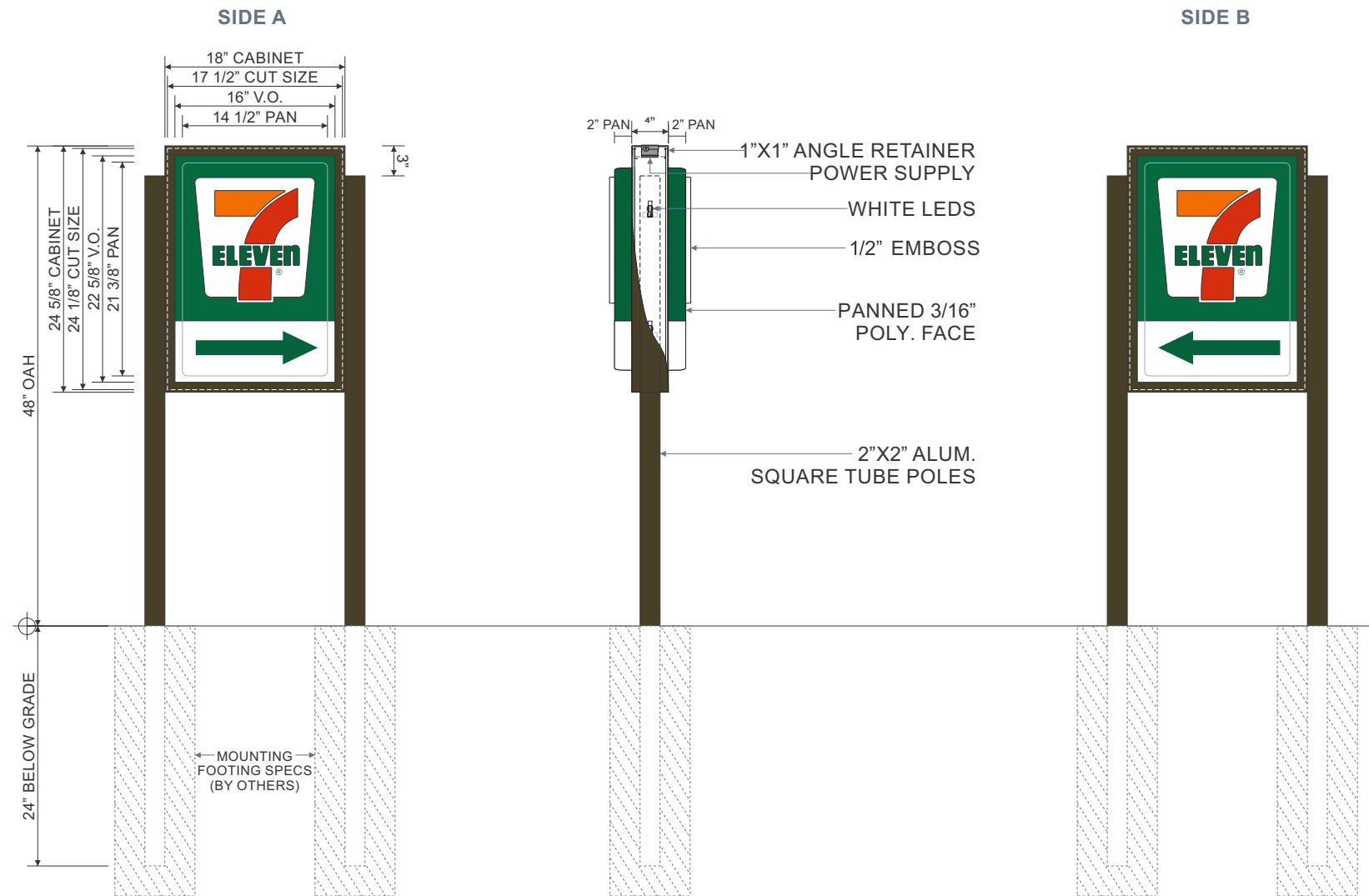
Page: 6



THE STRUCTURAL DESIGN CONFORMS TO THE FOLLOWING CODES AND SPECIFICATIONS:
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03.27.20	R2	Update adding LTC signage
04.02.20	R3	Update with new elevations

ZONING: MU-W Mixed Use-West
SQUARE FOOTAGE FORMULA



TWO (2) **STANDARD DIRECTIONAL** W/48" TALL D/F INTERNALLY ILLUMINATED SIGN CABINET.
3/16" THICK PAN & EMBOSSED WHITE POLY. FACES W/ TRANSLUCENT VINYL GRAPHICS APPLIED
FIRST SURFACE. 4" DEEP EXTRUDED ALUM. CABINET W/ 1" RETAINERS TO BE PAINTED **DURANODIC BRONZE**.
CABINET TO BE INTERNALLY ILLUMINATED W/ WHITE LEDS.

7-ELEVEN VINYL SPECS: 3M 3630-44 ORANGE, 3M 3630-33 RED, 3M 3630-26 GREEN

NOTE: ARROWS TO ALWAYS BE FACING TOWARDS STORE.

Front Elevation & Side Detail - **Standard D/F Directional** Sign Cabinet - **Sign Type G**

3/4" = 1'-0"

Display Square Footage: **3.0 Each**

ALLOWED TOTAL	139.7 SQ. FT.
PROPOSED TOTAL	121.3 SQ. FT.

Site Notes:

Customer Approval: _____ DATE: _____

Page: 7



THE STRUCTURAL DESIGN CONFORMS TO THE FOLLOWING CODES AND SPECIFICATIONS:
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CONSTRUCTION/MANUAL OF STEEL CONSTRUCTION, 9TH EDITION), THE AMERICAN WELDING
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FOR STRUCTURAL CONCRETE(ACI 308-14), THE SPECIFICATION FOR ALUMINUM STRUCTURES
BY THE ALUMINUM ASSOCIATION(CURRENT EDITION).

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04.02.20	R3	Update with new elevations

ZONING: MU-W Mixed Use-West
SQUARE FOOTAGE FORMULA

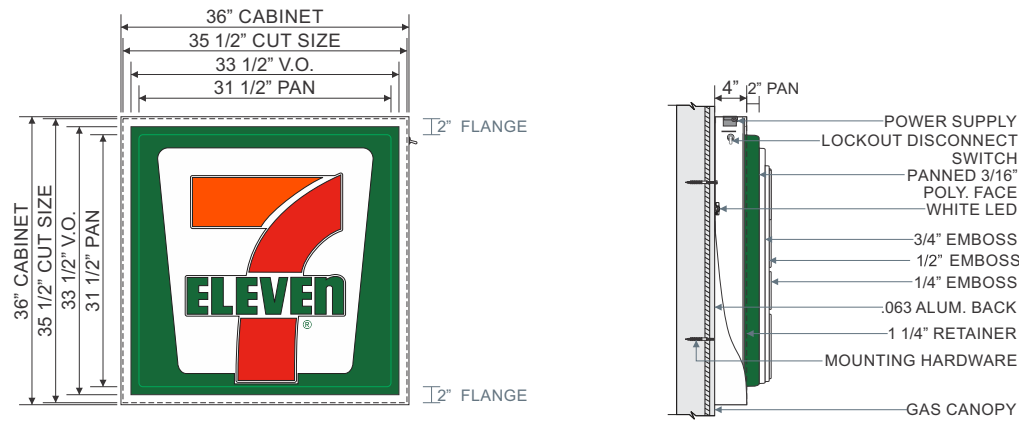
ALLOWED TOTAL	139.7 SQ. FT.
PROPOSED TOTAL	121.3 SQ. FT.

Site Notes:

Customer Approval: _____ DATE: _____



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TWO (2) W9 S/F INTERNALLY ILLUMINATED CANOPY SIGN CABINET.
3/16" THICK PAN FORMED & EMBOSSED WHITE POLY. FACE W/ TRANSLUCENT VINYL GRAPHICS APPLIED FIRST SURFACE. 4" DEEP ALUM. CABINET W/ 1 1/4" RETAINERS TO BE PAINTED WHITE. CABINET TO BE INTERNALLY ILLUMINATED W/ WHITE LEDS.

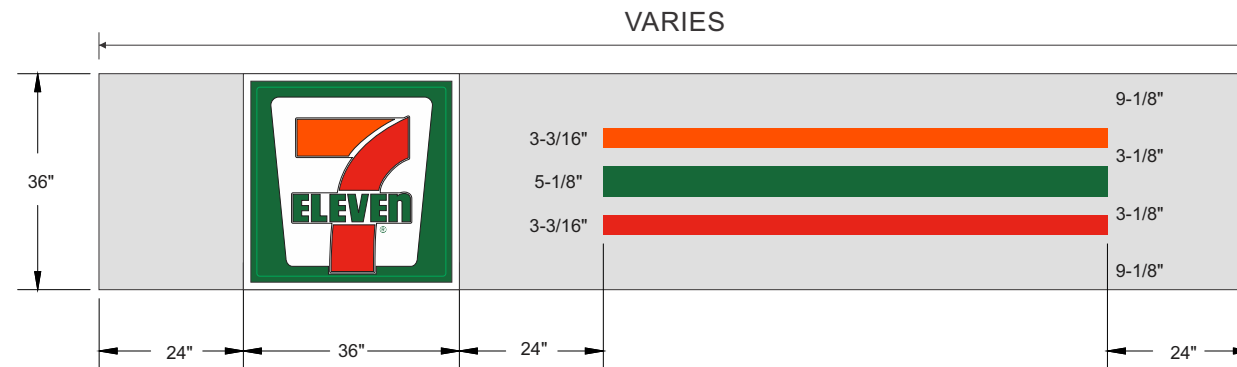
VINYL SPECS: 3M 3630-44 ORANGE, 3M 3630-33 RED, 3M 3630-26 GREEN
PAINT SPECS: PMS WHITE

7-ELEVEN LOGO DIMENSIONS:
OAH: 29 1/2"
OAL: 27"

Face & Side Detail - W9 Canopy Sign Cabinet - Sign I

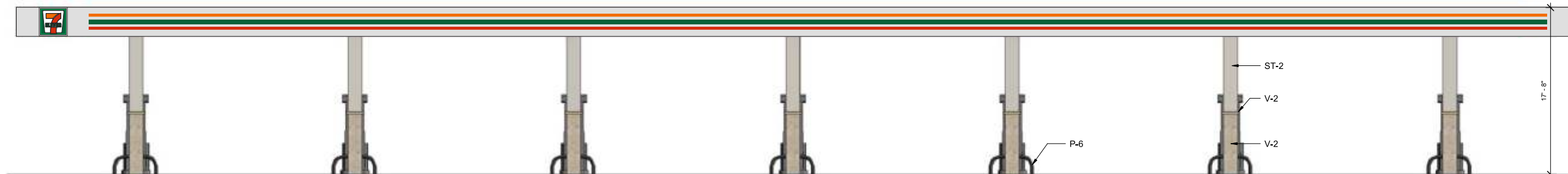
1/2" = 1'-0"

Display Square Footage(Cabinet): 9.0



Front Elevation - 36" Canopy Height - Sign And Graphics Layout - Sign I

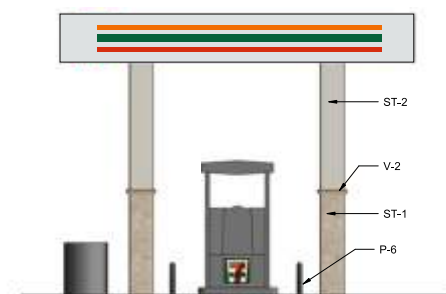
3/8" = 1'-0"



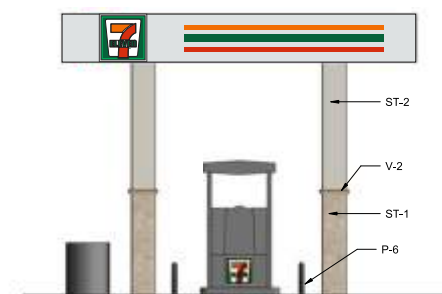
SOUTH ELEVATION: 9.0 SQFT.



NORTH ELEVATION



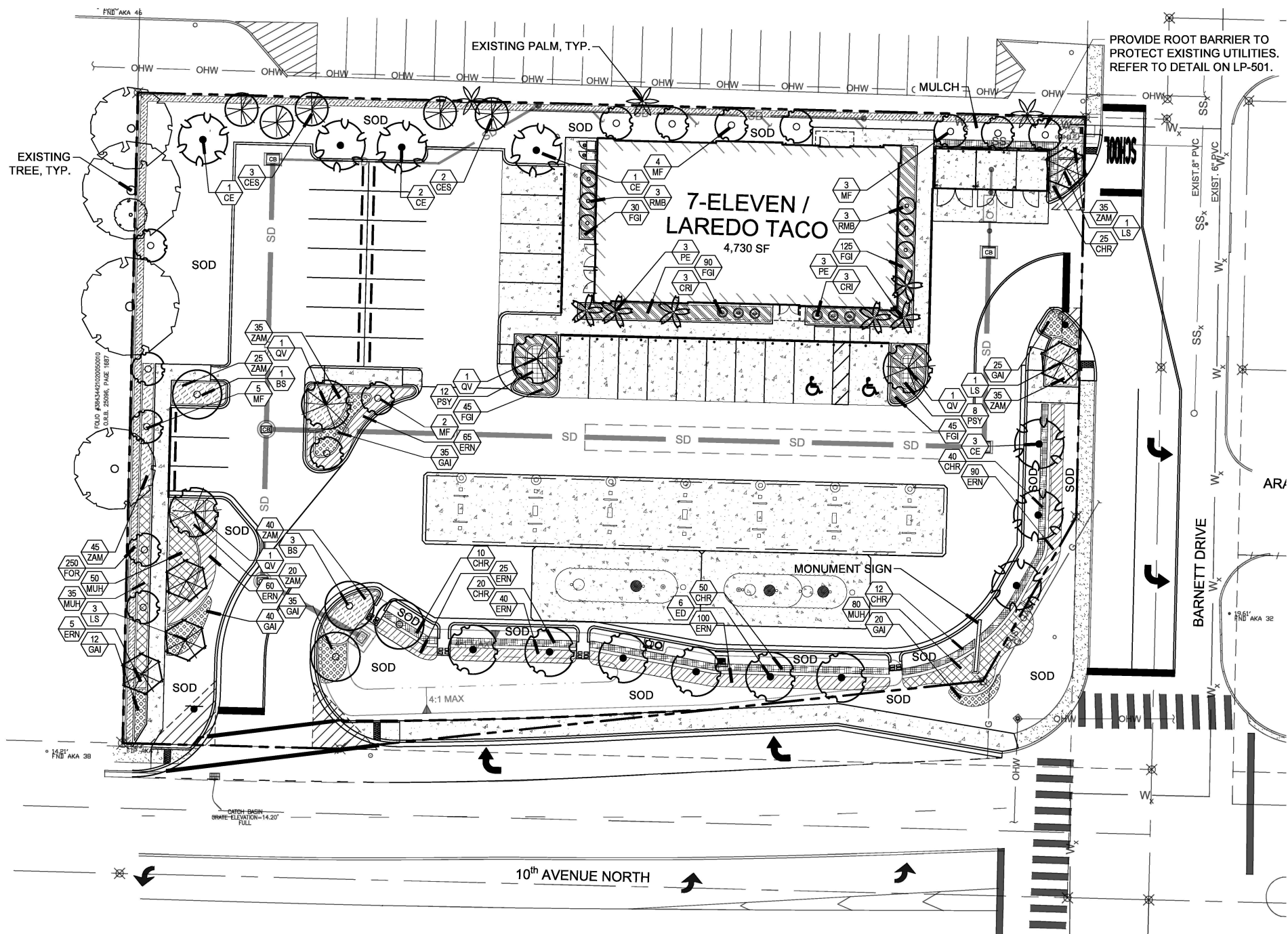
WEST ELEVATION



EAST ELEVATION: 9.0 SQFT.

Canopy Overlay - Sign Type I

NTS



PLANT LIST

CANOPY TREES				
QTY	** N	KEY	PLANT NAME	SIZE / REMARKS
4	** N	BS	<i>Bursera simaruba</i> GUMBO LIMBO	14' HT; 7' SPRD; 4" C.; FULL CANOPY
6	*	ED	<i>Elaeocarpus decipiens</i> JAPANESE BLUEBERRY	12' HT; 6' SPRD; FULL CANOPY
5	*	LS	<i>Lagerstroemia speciosa</i> QUEEN CREPE MYRTLE	12' HT; 6' SPRD; FULL CANOPY
4	** N	QV	<i>Quercus virginiana</i> LIVE OAK	14' HT; 7' SPRD; 3" C.; FULL CANOPY

SMALL/MEDIUM TREES				
QTY	** N	KEY	PLANT NAME	SIZE / REMARKS
7	** N	CE	<i>Conocarpus erectus</i> GREEN BUTTONWOOD	12' HT; 6' SPRD; 2" C.; FULL CANOPY
5	** N	CES	<i>Conocarpus e. 'sericeus'</i> SILVER BUTTONWOOD	8' HT; 4' SPRD; 2" C.; MULTI-STEM; FULL CANOPY
12	** N	MF	<i>Myrcianthes fragrans</i> SIMPSON STOPPER	8' HT; 4' SPR; 2" C.; STANDARD; FULL CANOPY

PALMS				
QTY	** N	KEY	PLANT NAME	SIZE / REMARKS
6	**	PE	<i>Ptychosperma elegans</i> SOLITAIRE PALM	10' CT; 16' OA HTS; HEAVY

SHRUBS				
QTY	** N	KEY	PLANT NAME	SIZE / REMARKS
157	** N	CHR	<i>Chrysobalanus icaco</i> COCOPLUM	24" HT; 24" SPRD; 24" O.C.
6	**	CRI	<i>Crinum asiaticum</i> CRINUM LILY	36" HT; 36" SPRD; TRIPLE
250	** N	FOR	<i>Forestiera segregata</i> FLORIDA PRIVET	24" HT; 24" SPRD; 24" O.C.
165	** N	MUH	<i>Muhlenbergia capillaris</i> GULF MUHLY GRASS	24" HT; 24" SPRD; 24" O.C.
20	* N	PSY	<i>Psychotria nervosa</i> WILD COFFEE	24" HT; 24" SPRD; 24" O.C.
6	**	RMB	<i>Raphiolepis l. 'Majestic Beauty'</i> INDIAN HAWTHORN 'STD'	48" HT; 24" SPRD; FULL STANDARD

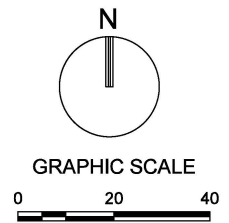
GROUNDCOVERS				
QTY	** N	KEY	PLANT NAME	SIZE / REMARKS
320	** N	ERN	<i>Erodia littoralis</i> GOLDEN CREEPER	12" HT; 14" SPRD; 18" O.C.
335	**	FGI	<i>Ficus m. 'Green Island'</i> GREEN ISLAND FIGUS	12" HT; 14" SPRD; 18" O.C.
132	**	GAI	<i>Gaillardia puchella</i> INDIAN BLANKET	10" HT; 16" SPRD; 18" O.C.
210	** N	ZAM	<i>Zamia pumila (Zamia floridana)</i> COONTIE	18" HT; 18" SPRD; 24" O.C.
**	**	SOD	ST. AUGUSTINE 'FLORATAM'	SOLID SOD

N DENOTES NATIVE SPECIES
 ** DENOTES HIGH DROUGHT TOLERANT SPECIES

LANDSCAPE DATA TABLE		
Vehicle Use Area (VUA)		19,401
Pervious Area		
Total pervious area (SF)		19,208
Minimum Tree Requirement		
	REQUIRED	PROVIDED
1 large tree for each 625 SF of pervious area (portion = 14,406)	23	26
1 medium tree for each 400 SF of pervious area (portion = 4,802)	12	17
Minimum required trees native to South Florida	75%	75%
Minimum # of species required	5	7
16-45 (4), 46-100 (5)		
Shrubs & Groundcovers		
	REQUIRED	PROVIDED
Minimum required vegetation native to South Florida	75%	98%
Buffer/Perimeter Trees		
	REQUIRED	PROVIDED
North (292 LF): 1 tree per 20 LF	15	16
East (181 LF): 1 lg tree per 25 LF	7	5
South (267 LF):		
1 lg tree / 25 LF (8 trees = 200LF)		
1 med tree / 20 LF (4 trees = 80 LF)	12	10
West (200 LF): 1 lg tree per 20 LF	10	10*
Building Landscape		
1 shrub per every 5 SF of building landscape area (862 SF)	173	257
*INCLUDES EXISTING TREES		
**RIGHT TREE - RIGHT PLACE CONSIDERATIONS		

NOTES

- SOD TO BE ST. AUGUSTINE 'FLORATAM', EXCEPT IN RETENTION AREAS. CONTRACTOR TO DETERMINE QUANTITY.
- ALL PLANTS TO BE FLORIDA NO. 1 OR BETTER PER FLORIDA GRADES AND STANDARDS FOR NURSERY PLANTS.
- ALL TREES TO BE BALLED & BURLAPPED UNLESS SPECIFIED OTHERWISE.
- ALL SOD AND LANDSCAPE TO RECEIVE 100% COVERAGE WITH 100% OVERLAP FROM AN AUTOMATIC IRRIGATION SYSTEM USING AN APPROVED WATER SOURCE.
- BUBBLERS TO BE PROVIDED FOR NEW AND RELOCATED TREES AND PALMS.
- CONTRACTOR IS RESPONSIBLE FOR ALL CONDITIONS AND LANDSCAPE SPECIFICATION ATTACHED TO THIS PLAN AND PLANT LIST. PLAN AND SPECIFICATIONS SHALL BE CONSIDERED CONTRACT DOCUMENTS.
- PRE-CONSTRUCTION MEETING IS REQUIRED BEFORE ANY PLANT MATERIAL IS INSTALLED ON SITE.
- ALL ROAD ROCK, CONCRETE, ASPHALT AND OTHER NON-NATURAL MATERIAL BE REMOVED AND BE REPLACED WITH PLANTING SOIL PRIOR TO LANDSCAPE INSTALLATION.
- NO TRENCHING ALLOWED WITHIN ROOT ZONES OF EXISTING TREES.



NOTE: PRINTED DRAWING SIZE MAY HAVE CHANGED FROM ORIGINAL. VERIFY SCALE USING BAR SCALE ABOVE.



301 East Atlantic Boulevard
 Pompano Beach, Florida 33060-6643
 120 North Federal Highway, Suite 208
 Lake Worth, Florida 33460
 PH: (954) 788-3400

Florida Certificate of Authorization # - 7928

BID / CONTRACT NO. :

REVISIONS

NO.	DESCRIPTION	DATE

PRELIMINARY PLAN NOT FOR CONSTRUCTION
 THESE PLANS ARE NOT FULLY PERMITTED AND ARE SUBJECT TO REVISIONS MADE DURING THE PERMITTING PROCESS. RESPONSIBILITY FOR THE USE OF THESE PLANS PRIOR TO OBTAINING PERMITS FROM ALL AGENCIES HAVING JURISDICTION OVER THE PROJECT WILL FALL SOLELY UPON THE USER.



7-ELEVEN #41361
 1900 10TH AVENUE
 NORTH, LAKE WORTH,
 FLORIDA 33461

SCALE: AS NOTED
 1ST SUBMITTAL DATE: MARCH 2020
 DRAWN BY: MP
 DESIGNED BY: WR
 CHECKED BY: MP

Michael J. Phillips
 Digitally signed by Michael J. Phillips
 Date: 2020.06.25 12:00:02 -04'00'

MICHAEL J. PHILLIPS, RLA
 FLORIDA REG. NO. LA0001540
 (FOR THE FIRM)

SHEET TITLE

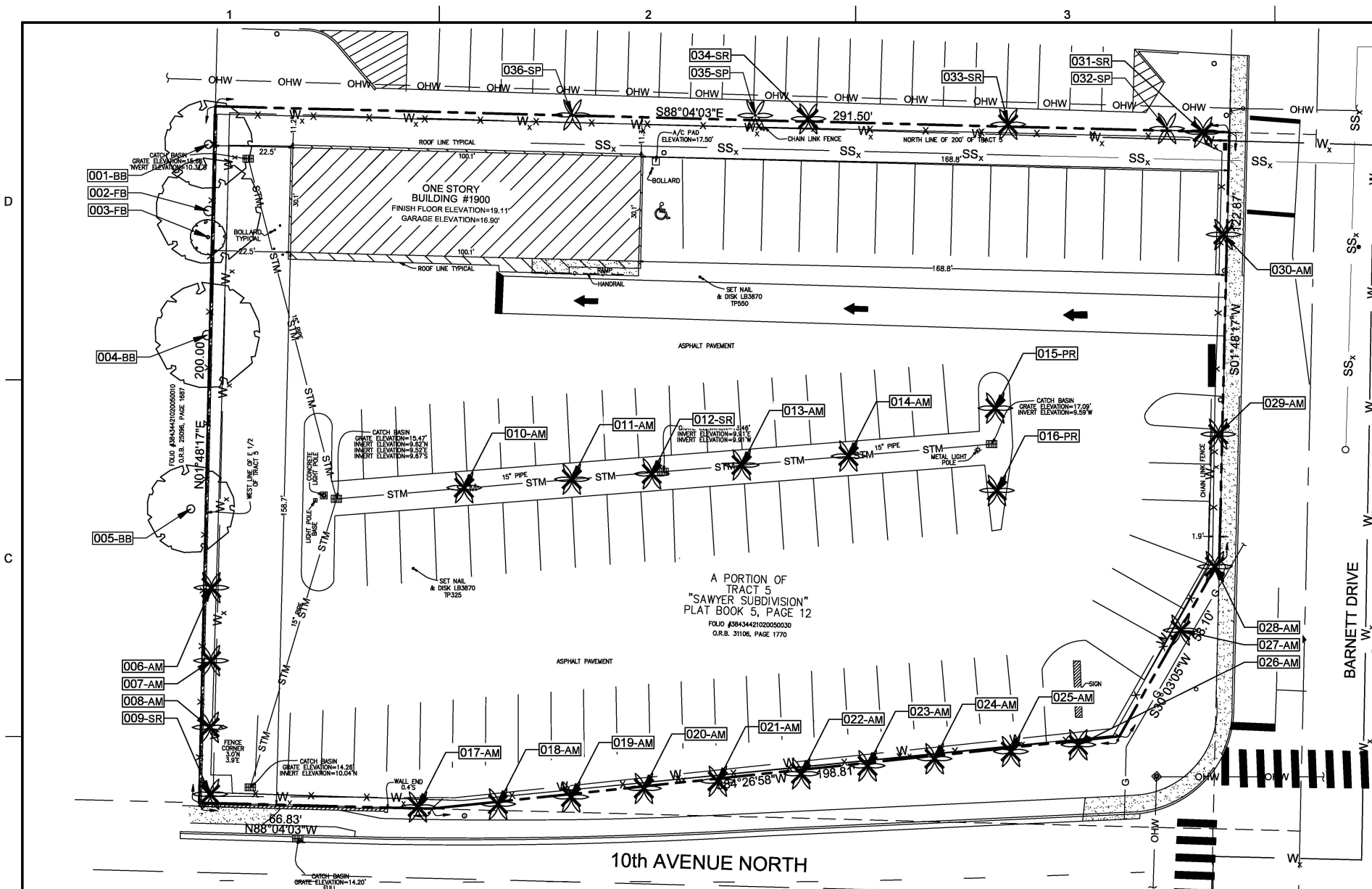
LANDSCAPE PLAN

SHEET NUMBER

LP-101

PROJECT NO. 11007.02

Drawing name: \\11111007.02 - 7-11 - 1900 10th Ave. N. Lake Worth FL Landscape Architecture\CAD\11007.02\LP-101.dwg
 Layout Name: LP-101
 Printed on: Jun 25, 2020 - 9:58am
 Plotted by: RPhillips



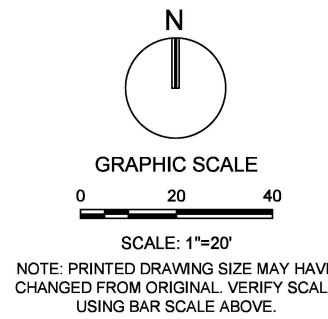
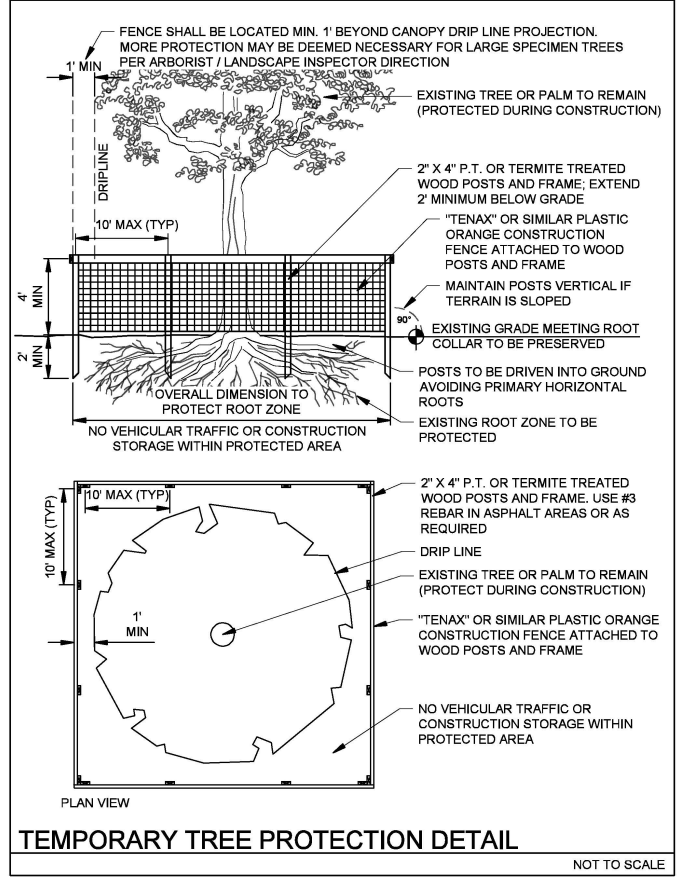
TREE DISPOSITION TABLE


TREE #	COMMON NAME	SCIENTIFIC NAME	DBH IN.	HEIGHT FT.	CNPLY. FT.	TREE % CONDITION	TREE CONDITION	TREE DISPOSITION	COMMENTS	APPRAISED VALUE
001	Black Olive	" <i>Bucida buceras</i> "	17	25	25	30%	Poor	REMAIN	Off-site; major trunk damage; pest damage	\$2,000
002	Weeping Ficus	" <i>Ficus Benjaminia</i> "	30	30	30	30%	Poor	REMAIN	Off-site; multi-trunk; pruning damage; suckers	\$3,700
003	Weeping Ficus	" <i>Ficus Benjaminia</i> "	12	20	10	30%	Poor	REMAIN	Off-site; multi-trunk; pruning damage; suckers	\$700
004	Black Olive	" <i>Bucida buceras</i> "	18	30	30	60%	Fair	REMAIN	Off-site; suckers	\$4,800
005	Black Olive	" <i>Bucida buceras</i> "	14	25	25	60%	Fair	REMAIN	Off-site; suckers	\$3,000
006	Christmas Palm	" <i>Adonia merrillii</i> "	12	CT		50%	Fair	REMOVE	Thin	\$200
007	Christmas Palm	" <i>Adonia merrillii</i> "	12	CT		30%	Poor	REMOVE	Major trunk damage	\$100
008	Christmas Palm	" <i>Adonia merrillii</i> "	13	CT		70%	Good	REMOVE		\$250
009	Queen Palm	" <i>Syagrus romanzoffianum</i> "	12	CT		20%	Very poor	REMOVE	Not full; on fence; brown fronds	\$0
010	Christmas Palm	" <i>Adonia merrillii</i> "	12	CT		70%	Good	REMOVE		\$250
011	Christmas Palm	" <i>Adonia merrillii</i> "	12	CT		70%	Good	REMOVE		\$250
012	Queen Palm	" <i>Syagrus romanzoffianum</i> "	13	CT		60%	Fair	REMOVE	Not full	\$150
013	Christmas Palm	" <i>Adonia merrillii</i> "	12	CT		60%	Fair	REMOVE	Thin	\$200
014	Christmas Palm	" <i>Adonia merrillii</i> "	12	CT		60%	Fair	REMOVE	Thin	\$200
015	Pygmy Date Palm	" <i>Phoenix roebelenii</i> "	NA	NA	NA	NA	NA	REMOVE	NA	NA
016	Pygmy Date Palm	" <i>Phoenix roebelenii</i> "	NA	NA	NA	NA	NA	REMOVE	NA	NA
017	Christmas Palm	" <i>Adonia merrillii</i> "	12	CT		70%	Good	REMOVE		\$250
018	Christmas Palm	" <i>Adonia merrillii</i> "	12	CT		70%	Good	REMOVE		\$250
019	Christmas Palm	" <i>Adonia merrillii</i> "	12	CT		50%	Fair	REMOVE	Brown fronds	\$200
020	Christmas Palm	" <i>Adonia merrillii</i> "	9	CT		40%	Poor	REMOVE	Thin	\$150
021	Christmas Palm	" <i>Adonia merrillii</i> "	NA	0%	Dead	0%	Dead	REMOVE	Dead	\$0
022	Christmas Palm	" <i>Adonia merrillii</i> "	10	CT		60%	Fair	REMOVE	Brown fronds	\$200
023	Christmas Palm	" <i>Adonia merrillii</i> "	16	CT		70%	Good	REMOVE		\$250
024	Christmas Palm	" <i>Adonia merrillii</i> "	15	CT		70%	Good	REMOVE		\$250
025	Christmas Palm	" <i>Adonia merrillii</i> "	9	CT		60%	Fair	REMOVE	Slight yellowing	\$200
026	Christmas Palm	" <i>Adonia merrillii</i> "	10	CT		60%	Fair	REMOVE	Thin	\$200
027	Christmas Palm	" <i>Adonia merrillii</i> "	18	CT		70%	Good	REMOVE		\$250
028	Christmas Palm	" <i>Adonia merrillii</i> "	12	CT		50%	Fair	REMOVE	Thin	\$200
029	Christmas Palm	" <i>Adonia merrillii</i> "	14	CT		40%	Poor	REMOVE	Yellowing	\$150
030	Christmas Palm	" <i>Adonia merrillii</i> "	13	CT		40%	Poor	REMOVE	Yellowing	\$150
031	Queen Palm	" <i>Syagrus romanzoffianum</i> "	12	CT		50%	Fair	REMOVE	Not full; yellowing	\$100
032	Sabal Palm	" <i>Sabal palmetto</i> "	4	CT		60%	Fair	REMAIN	Off-site; on fence	\$200
033	Queen Palm	" <i>Syagrus romanzoffianum</i> "	12	CT		40%	Poor	REMOVE	Off-site; not full; curved trunk	\$100
034	Queen Palm	" <i>Syagrus romanzoffianum</i> "	24	CT		30%	Poor	REMOVE	Off-site; not full; curved trunk	\$100
035	Sabal Palm	" <i>Sabal palmetto</i> "	25	CT		60%	Fair	REMAIN	Off-site; curved trunk	\$250
036	Sabal Palm	" <i>Sabal palmetto</i> "	16	CT		50%	Fair	REMAIN	Off-site; yellowing	\$250

TREE DISPOSITION LEGEND:

△	EXISTING TREE/PALM TO REMAIN (NO SYMBOL); TO BE PROTECTED DURING CONSTRUCTION
△	EXISTING TREE/PALM TO RELOCATE REFER TO LANDSCAPE PLAN FOR NEW LOCATION
✕	EXISTING TREE/PALM TO REMOVE REMOVE ALL CAT 1 INVASIVE EXOTICS (EX: BRAZ. PEPPER)
XXX-XX	EXISTING TREE/PALM NUMBER REFER TO TREE DISPOSITION TABLE ON LD-102

- TREE DISPOSITION NOTES:**
- EXISTING TREES TO REMAIN SHALL BE TRIMMED PER ANSI-A300 STANDARDS, REMOVING WEAKEST RUBBING BRANCHES AND DEAD BRANCHES, BUT RETAINING 80% OF FOLIAGE. LARGE TREES SHALL HAVE LOWER BRANCHES CLEARED UP TO 8'.
 - SYMBOLS MAY BE SHOWN OFFSET FROM ACTUAL TREE LOCATION FOR CLARITY.
 - CONTACT LANDSCAPE ARCHITECT / ISA CERTIFIED ARBORIST FOR CLARIFICATION ON ANY DISCREPANCIES.
 - TRIMMING AND ANY NECESSARY ROOT PRUNING SHALL BE PERFORMED OR SUPERVISED BY A CERTIFIED ARBORIST.
 - ALL TREE WORK REQUIRE PERMITTING BY A REGISTERED COUNTY TREE TRIMMER.
 - BUBBLERS SHALL BE PROVIDED FOR ALL RELOCATED TREES AND PALMS.
 - REMOVAL OF ANY TREES OR PALMS WILL REQUIRE A WRITTEN "TREE REMOVAL PERMIT" FROM THE LOCAL GOVERNING AGENCY PRIOR TO REMOVAL. CONFIRM WITH LOCAL GOVERNING AGENCY THAT TREES CLASSIFIED AS NUISANCE/EXOTIC INVASIVE MAY BE EXEMPT.
 - ALL TREES AND PLANT MATERIAL TO REMAIN SHALL BE PROTECTED DURING CONSTRUCTION. REFER TO TREE PROTECTION DETAIL. THE CONTRACTOR SHALL TAKE EXTRA CAUTION TO PREVENT ANY DAMAGE TO THE TRUNK, ROOT ZONES AND GRADE.





KEITH

301 East Atlantic Boulevard
Pompano Beach, Florida 33060-6643

120 North Federal Highway, Suite 208
Lake Worth, Florida 33460

PH: (954) 788-3400

Florida Certificate of
Authorization # - 7928


BID / CONTRACT NO. :

REVISIONS

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NOT FOR CONSTRUCTION**

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7-ELEVEN #41361
1900 10TH AVENUE
NORTH, LAKE WORTH,
FLORIDA 33461

SCALE: AS NOTED
1ST SUBMITTAL DATE: MARCH 2020
DRAWN BY: MP
DESIGNED BY: WR
CHECKED BY: MP

Digitally signed by Michael J Phillips
Date: 2020.06.25 11:57:21 -04'00'

MICHAEL J. PHILLIPS, RLA
FLORIDA REG. NO. LA0001540
(FOR THE FIRM)

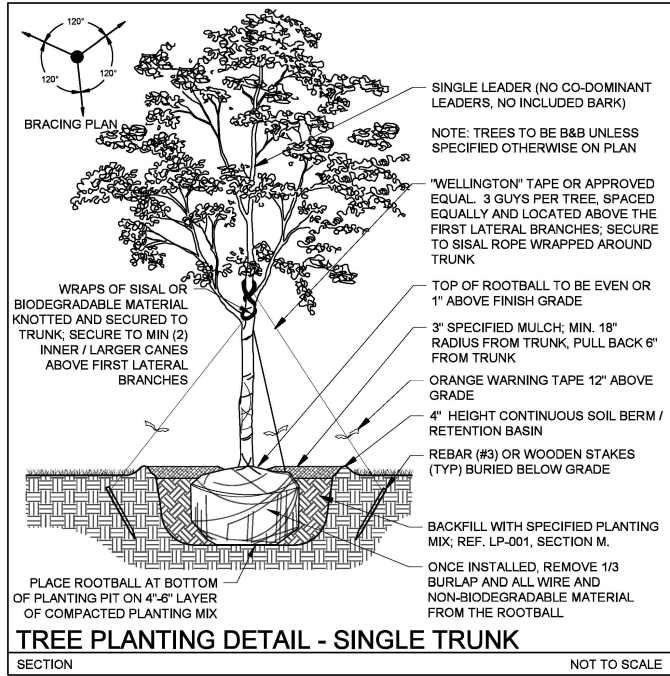
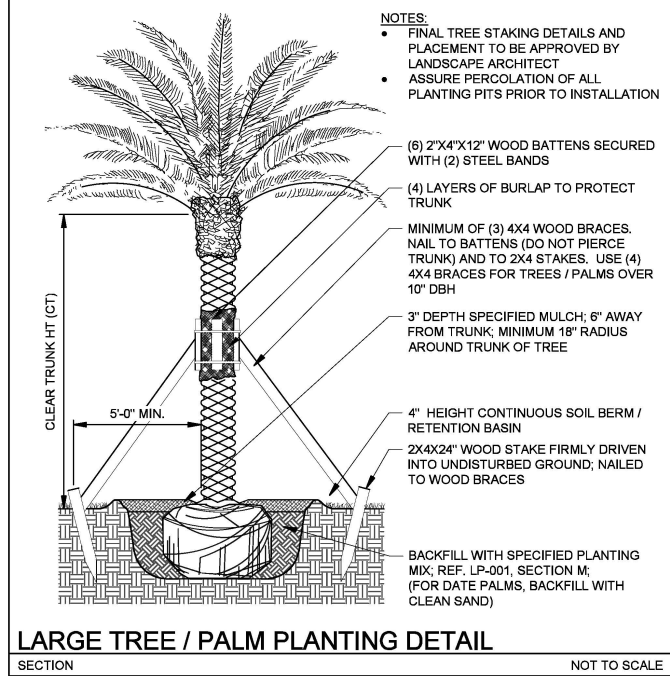
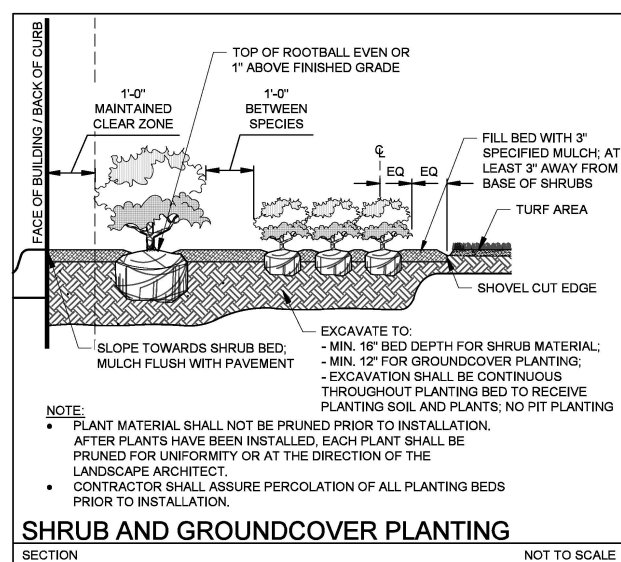
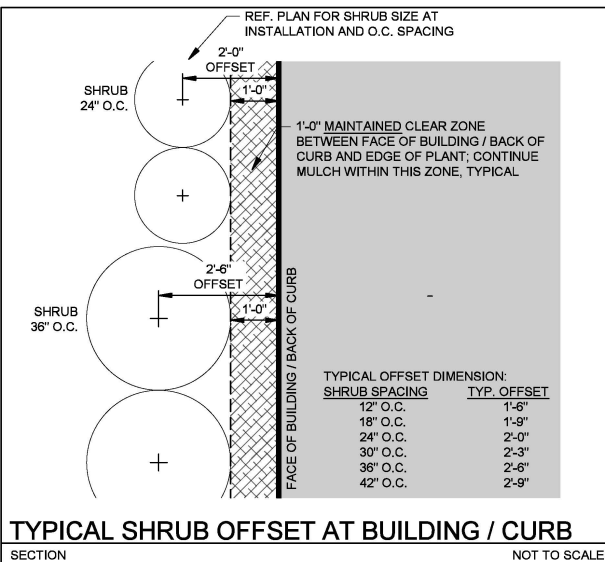
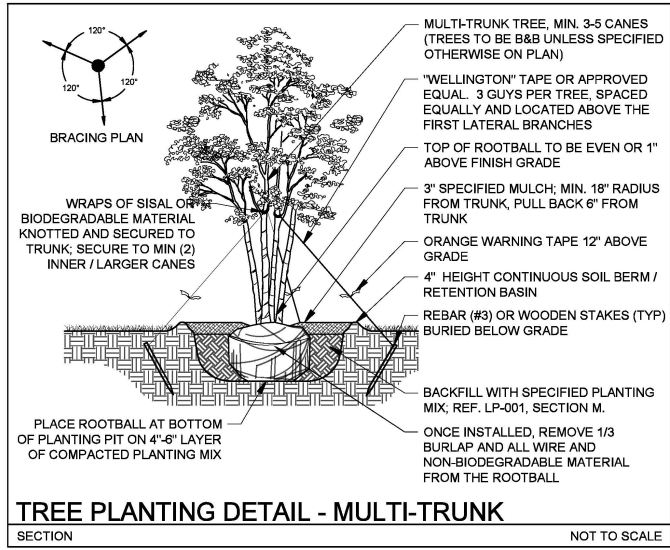
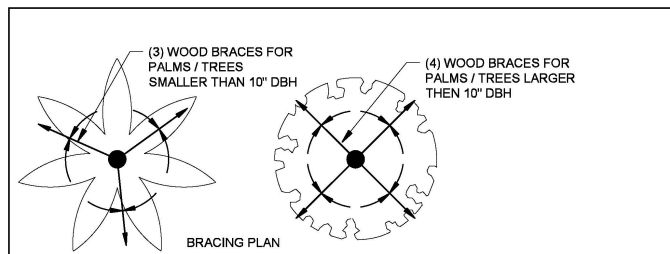
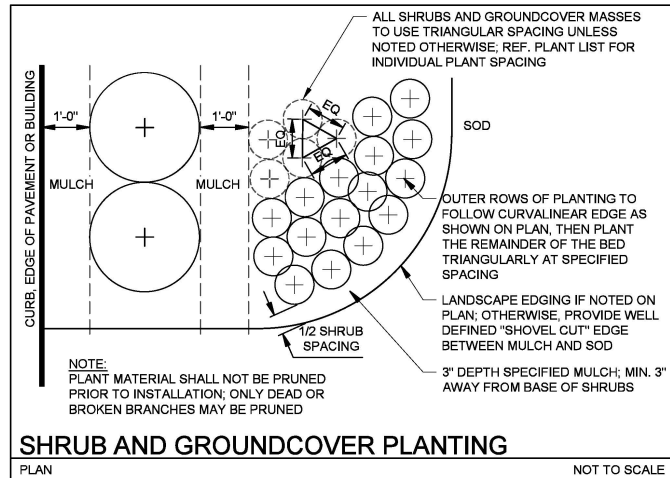
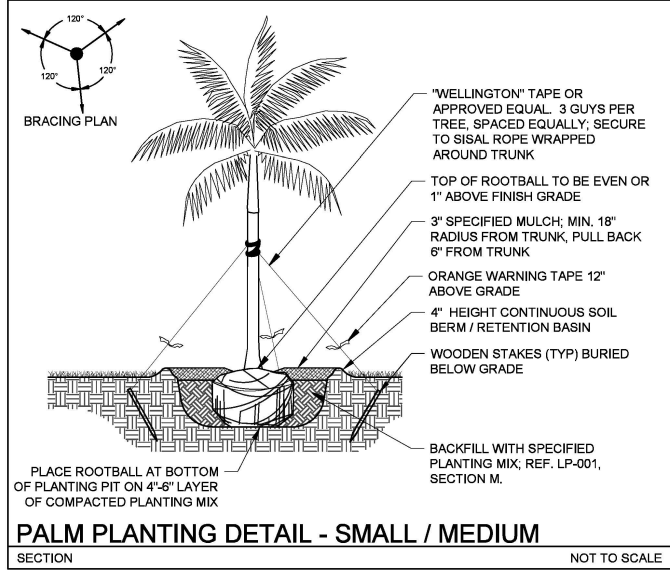
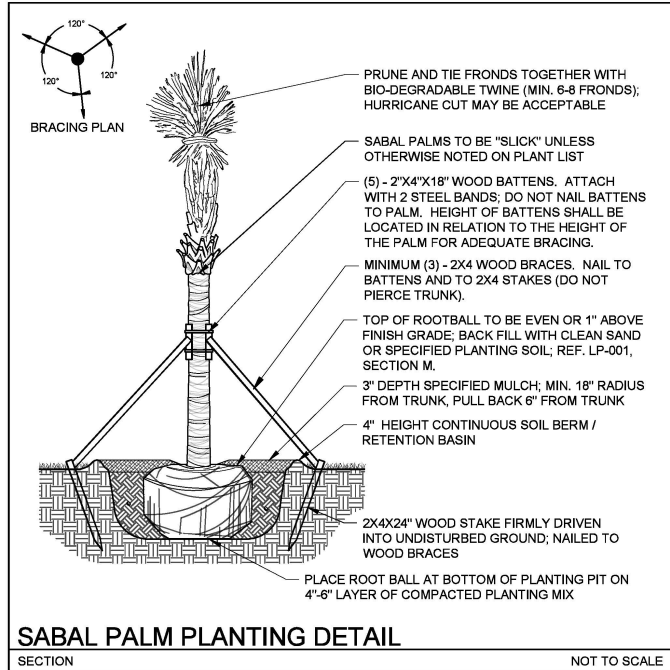
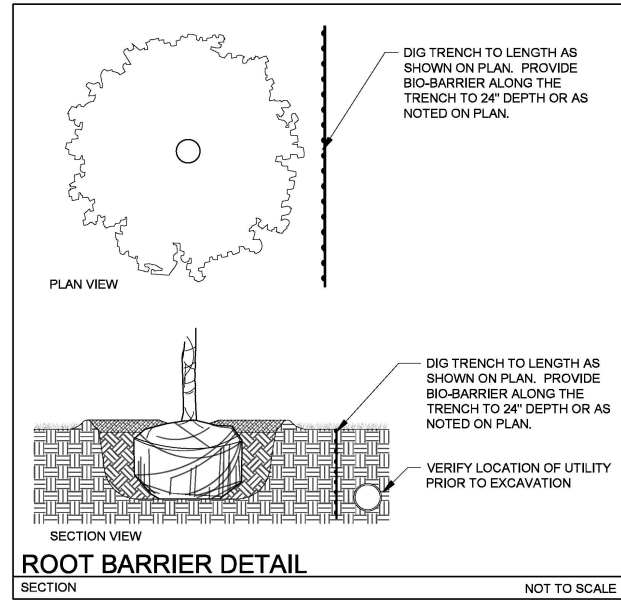

SHEET TITLE
TREE DISPOSITION PLAN

SHEET NUMBER
LD-101

PROJECT NO. **11007.02**

NOTE:

- REF. LP-001, LANDSCAPE NOTES, FOR ADDITIONAL REQUIREMENTS.
- ROOT BALL SIZE FOR ALL TREES AND PALMS TO BE IN PROPORTION TO SIZE AND TYPE OF PALM PER FLORIDA GRADES AND STANDARDS FOR NURSERY PLANTS.

KEITH
301 East Atlantic Boulevard
Pompano Beach, Florida 33060-6643

120 North Federal Highway, Suite 208
Lake Worth, Florida 33460


PH: (954) 788-3400

Florida Certificate of Authorization # - 7928

BID / CONTRACT NO.:

REVISIONS		
NO.	DESCRIPTION	DATE

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7-ELEVEN #41361
1900 10TH AVENUE
NORTH, LAKE WORTH,
FLORIDA 33461

SCALE: AS NOTED
1ST SUBMITTAL DATE: MARCH 2020
DRAWN BY: MP
DESIGNED BY: WR
CHECKED BY: MP

Michael J Phillips Digitally signed by Michael J Phillips
Date: 2020.06.25 12:00:59 -04'00'

MICHAEL J. PHILLIPS, RLA
FLORIDA REG. NO. LA0001540
(FOR THE FIRM)

SHEET TITLE
LANDSCAPE DETAILS

SHEET NUMBER
LP-501

PROJECT NO. **11007.02**

Drawing name: \\11111\1007.02 - 7-11 - 1900 10th Ave. N. Lake Worth FL Landscape Architectural\CA11007.02(LP-501).dwg
 Layout Name: LP-501
 Plotted on: May 14, 2020 - 9:38am
 Plotted by: BR00000

Universal Development Application



This application is required for ALL applications submitted to the Planning, Zoning and Historic Preservation Division. If you have questions regarding this application, please make an appointment with planning staff.

1. Application Type (select all that apply)

- a. Site Plan: Minor Major Planned Development Sustainable Bonus
- b. Use: Administrative Conditional
- c. Proximity Waiver: Alcoholic Beverage Community Residence Gaming Establishment
 Adult Use
- d. Approvals: Variance Mural Cert. of Appropriateness Adjustment
- e. Amendments: Rezoning / Map Text
- f. Other: Subdivision/Plat Annexation Zoning Letter
 ABT Signoff _____

2. Project Information

- a. Project Name: 7-Eleven #41361
- b. Project Location / Address: 1900 10th Ave N
- c. Legal Description: S/D OF 21-44-43, W 1/2 S 220 FT OF E 1/2 OF TR 5 (LESS S 20 FT, E 25 FT RD R/W & I-95 R/W)
- d. Property Control Number (PCN): 38-43-44-21-02-005-0030
- e. Zoning: Existing: MU-W Proposed: n/a
- f. Future Land Use: Existing: MU-W Proposed: n/a
- g. Proposed Use: Residential; Units _____ Commercial; 4,730 S.F. Industrial; _____ S.F.
- h. Total Estimated Project Cost: \$1.5 mil
- i. Description of Work: To demolish existing structures and redevelop site with retail space and fuel pump canopy with 7 MPDs(14 fueling positions)

3. Contact Information

- a. Project Manager / Contact Person: Anne-Christine Carrie
Company: KEITH
Address: 2312 S. Andrews Ave City: Fort Lauderdale St: FL Zip: 33316
Phone Number: 954-788-3400 x 451 E-Mail Address: acarrie@keithteam.com
- b. Applicant Name (if different from Project Manager): _____
Company: _____
Address: _____ City: _____ St: _____ Zip: _____
Phone Number: _____ E-Mail Address: _____
- c. Owner Name: 1900 10TH AVE LLC
Company: 1900 10TH AVE LLC
Address: 555 HYPOLUXO RD STE B City: LAKE WORTH St: FL Zip: 33462
Phone Number: _____ E-Mail Address: _____

4. Owner's Consent

1900 10 Avenue, LLC ("Owner") certifies that it is the owner of the property located at 1900 10th Avenue, Lake Worth Beach, FL 33461 ("Subject Property") and expressly consents to the use of the Subject Property as described in this application and to all conditions that may be agreed to as a part of the approval of this application, which may be imposed by the decision making board. Owner hereby authorizes, Anne-Christine Carrie (KEITH); Josh Long, AICP (Gunster) as agent, to file this application and represent Owner at any and all meetings and hearings required for the approval of this application.

Owner's Signature: * Lisa Basile Date: 2/25/20

Name/Title of Signatory: _____

STATE OF Florida

COUNTY OF Palm Beach

The foregoing instrument was acknowledged before me this 11th day of February, 2020, by Lisa Basile who is personally known to me or who produced a _____ as identification. He/she did not take an oath.

(NOTARY SEAL)



* Arta Impiazzo (Signature of Notary Public)

Arta Impiazzo (Name of Notary)

5. Affidavit of Completeness and Accuracy

Instructions: To be completed by the individual submitting the application (owner or authorized agent)

Project Name: 7-Eleven #41361 Submittal Date: 3/3/2020

STATEMENT OF COMPLETENESS AND ACCURACY:

I hereby certify all property owners have full knowledge the property they own is the subject of this application. I hereby certify that all owners and petitioners have been provided a complete copy of all material, attachments and documents submitted to the City of Lake Worth relating to this application. I further certify the statements or information made in any paper or plans submitted herewith are true and correct to the best of my knowledge. I understand this application, related application material and all attachments become official records of the Planning, Zoning and Historic Preservation Division of Lake Worth, Florida, and will not be returned. I understand that any knowingly false, inaccurate or incomplete information provided by me will result in the denial, revocation or administrative withdrawal of this application, request, approval or permit. I further acknowledge that additional information may be required by Palm Beach County to process this application. I further acknowledge that any plans that I have prepared or had prepared comply with the Fair Housing Standards. I further consent to the City of Lake Worth to publish, copy or reproduce any copyrighted documents submitted as a part of this application for any third party. I further agree to all terms and conditions, which may be imposed as part of the approval of this application.

Anne-Christine Carrie (Name - type, stamp, or print clearly)

KEITH (Name of Firm)

* [Signature] (Signature)

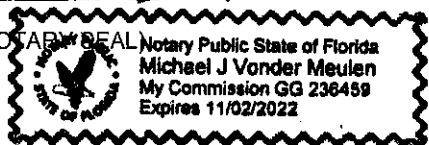
2312 S Andrews Ave, Fort Lauderdale, FL 33316 (Address, City, State, Zip)

STATE OF Florida

COUNTY OF Broward

The foregoing instrument was acknowledged before me this 14th day of February, 2020, by Anne-Christine Carrie who is personally known to me or who produced a _____ as identification. He/she did not take an oath.

(NOTARY SEAL)



* [Signature] (Signature of Notary Public)

Michael Vonder Meulen (Name of Notary)

Sign Posting Agreement



This form is required for all Historic Applications and Public Hearing Items.

- 1. Applicant: Anne-Christine Carrie
- 2. Property Owner: 1900 10TH AVE LLC
- 3. Contact Phone Number: 954-788-3400
- 4. Property Location: 1900 10th Ave North
- 5. I, Anne-Christine Carrie, hereby affirm that I will post the notification sign(s) provided to me

for a minimum of ten calendar days before the scheduled date of the hearing of Planning and Zoning Case No. _____.

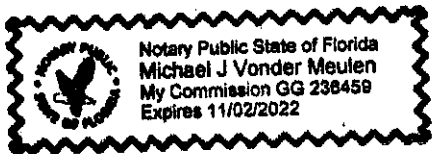
Signature: Date: 02/25/2020

Name/Title of Signatory: ANNE-CHRISTINE CARRIE, Planner / Agent

STATE OF FLORIDA)
COUNTY OF BROWARD)

The foregoing instrument was acknowledged before me this 25th day of February 2020, by Anne Christine Carrie who is personally known to me or who produced a _____ as identification. He/she did not take an oath.

(NOTARY SEAL)



Signature of Notary Public

Michael Vonder Meulen

Name of Notary

Prepared By and Return To:
Kirk Grantham, P.A.
1860 Forest Hill Blvd.
Suite 105 *WC-20*
West Palm Beach, FL 33406

MAY-01-1996 10:53am 96-148142
ORB 9238 Pg 498
Con 500,000.00 Doc 3,500.00

.....
WARRANTY DEED
(STATUTORY FORM-SECTION 689.02 F.S.)

THIS INDENTURE, made this 23rd day of April, 1996, **BETWEEN**

Jane A. Armstrong, a single woman, and Mark R. Armstrong and Steven Armstrong

of the County of Palm Beach, State of Florida, Grantor*, whose address is
JAA: 1719 Crestwood Blvd. Lake Worth, FL 33460

and

Matus Akers Corp., a Florida corporation,

of the County of Palm Beach, State of Florida, Grantee*, whose address is
1900 10th Ave North, Lake Worth, FL 33461

WITNESSETH: That said Grantor, for and in consideration of the sum of TEN DOLLARS (\$10.00) and other good and valuable considerations to said Grantor in hand paid by said Grantee, the receipt whereof is hereby acknowledged, has granted, bargained and sold to the said Grantee, and Grantee's heirs and assigns forever, the following described land, situate, lying and being in Palm Beach County, Florida, to-wit:

The South 220 feet of the East half (1/2) of Tract 5 of the subdivision of the West half (1/2) of Section 21, Township 44 South, Range 43 East, Plat Book 5, Page 12, LESS the South 20 feet thereof, LESS the East 25 feet thereof and LESS that parcel taken for 10th Avenue and State Road 9 (I-95) right-of-way, being Parcel No. 520.1-R, Section 93220-2405, all of the public records of Palm Beach County, Florida.

The above-described property is not the homestead of the Grantors, whose legal residences are as follows:

Mark A. Armstrong 16 ROSEANNE DRIVE, FAIRVIEW, NC 28730

Steven Armstrong: 120 CHURCHILL DOWNS DR., FAIRVIEW, NC 28730

Subject to restrictions, reservations, easements and limitations of record, if any, provided that this shall not serve to reimpose same, zoning ordinances, and taxes for the current year and subsequent years.

Said Grantor does hereby fully warrant the title to said land, and will defend that same against the lawful claims of all persons whomsoever.

**Grantor' and 'Grantee' are used for singular or plural, as context requires.

IN WITNESS WHEREOF, Grantor has hereunto set Grantor's hand and seal the day and year first above written.

Signed, sealed and delivered in our presence

[Signature]
KIM GRANTOR
[Signature]
CHRISTINE M. HOOKER

[Signature]
Jane A. Armstrong

[Signature]
VICKY RANSAY
[Signature]
ALEXIA PRESLEY

[Signature]
Mark R. Armstrong

[Signature]
VICKY RANSAY
[Signature]
ALEXIA PRESLEY

[Signature]
Steven Armstrong

STATE OF FLA.

COUNTY OF PALM BEACH

The foregoing instrument was acknowledged before me this 23rd day of APRIL, 1996 by Jane A. Armstrong; a single woman, who is personally known to me or who has produced _____ as identification.

[Signature]
Notary Public, State of FLA.

My Commission Expires:

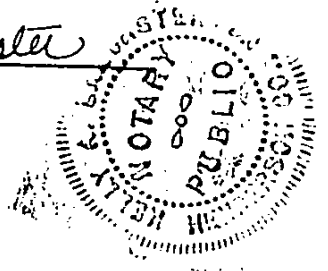
Commission Number:

STATE OF *North Carolina*
COUNTY OF *Buncombe*

The foregoing instrument was acknowledged before me this 16th day of April, 1996 by Mark R. Armstrong, who is personally known to me or who has produced _____ as identification.

Kelly A. Lancaster
Notary Public, State of *NC*

KELLY A. LANCASTER
My Commission Expires: Notary Public, Henderson Cty., NC
Commission Exp. Feb. 27, 1999



STATE OF *North Carolina*
COUNTY OF *Buncombe*

The foregoing instrument was acknowledged before me this 16th day of April, 1996 by Steven Armstrong, who is personally known to me or who has produced _____ as identification.

Kelly A. Lancaster
Notary Public, State of *NC*

My Commission Expires: KELLY A. LANCASTER
Notary Public, Henderson Cty., NC
Commission Exp. Feb. 27, 1999



PARCEL IDENTIFICATION # _____

Grantee

Taxpayer I.D. Number



March 3, 2020

William Waters, AIA, NCARB, LEED AP BD+C, ID, SEED
Director, Community Sustainability Department
City of Lake Worth Beach
1900 Second Avenue North
Lake Worth Beach, Florida 33461

**RE: Conditional Use Justification Statement
7-Eleven #104671 at 1900 10th Avenue North
KEITH #11007.02**

On behalf of 7-Eleven, Inc. (the "Applicant"), KEITH requests a Conditional Use permit and Site Plan approval to allow the construction of a new 4,730 SF retail store, a fuel canopy with 7 MPDs (14 fueling positions), underground fuel storage tanks and associated parking on a property located on the northwest corner of 10th Avenue North and Barnett Drive. The property's address is 1900 10th Avenue North and the parcel control number is 38-43-44-21-02-005-0030 (the "Property"). The Property is approximately 54,495 SF (1.34 acres) in size.

Existing Conditions:

The Property is currently vacant but was formerly used as a Rent-A-Truck facility with outdoor vehicle display. The Property contains a 1,600 SF, one-story structure that will be demolished as part of this application. The majority of the Property contains asphalt which was used as a parking lot to store rental trucks.

The subject site features:

- One (1) full-movement driveway along Barnett Drive. Currently the property does not have a driveway providing access to 10th Avenue North.
- A 6-foot chain link fence with gated driveway running along the perimeter of the property.
- Limited vegetation consisting primarily of palm trees along the ROW, a 3-foot perimeter hedge, interior landscape islands and parking medians.
- Site lighting.
- A pole mounted monument sign adjacent to 10th Avenue North.
- A 5-foot public sidewalk.

Proposed Conditions:

7-Eleven proposes to demolish the existing building and construct a new 4,730 SF commercial retail store and fuel canopy with 7 MPDs (14 fueling positions), underground fuel storage tanks, dumpster enclosure, associated parking and landscaping. The proposed project is designed in accordance with the qualitative standards outlined in Section 23.2-31 of the Land Development Regulations ("LDR's"). Emphasis has

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Suite 218
Miami, FL 33122
305.667.5474

Broward County
2312 S Andrews Ave
Fort Lauderdale
FL 33316
954.788.3400

Palm Beach County
120 N Federal Hwy
Suite 208
Lake Worth, FL 33460
561.469.0992

Orange County
2948 E Livingston Street
Suite 100
Orlando, FL 32803
954.788.3400

been placed on screening of the vehicular use areas and service areas on the Property. The Property is designed to ensure a safe and efficient circulation pattern for pedestrians, personal vehicles, emergency access and service vehicles. As set forth in Section 23.2-31.13, the new 7-Eleven will provide enhanced vegetation that will improve the aesthetic appearance of this area.

Zoning Information:

The subject property is currently zoned and designated by the Future Land Use Map as Mixed-Use West (“MU-W”). Vehicle Filling Stations are permitted subject to Conditional Use approval within the MU-W zoning district pursuant to Section 23.3-6. Furthermore, Section 23.4-13 allows the sale of sundries as an accessory use to the Vehicle Filling Station.

Per Sec. 5-5(a)(2), a minimum of 500 feet is required between an establishment holding an alcohol beverage license and “a church, public or private school, park, library (protected land use) or other place of business of a person holding a beverage license.” According to a review of the Palm Beach County Property Appraiser’s listings, there are no protected land uses or other establishments within 500 feet of the Property. The request satisfies the distancing requirement set forth in Section 5-5(a)(2).

Conditional Use Request

Pursuant to Section 23.2-29.d, prior to approving any conditional use permit, the Planning and Zoning Board shall make findings based on competent and substantial evidence that the request meets the Conditional Use Criteria identified in the LDR.

For the proposed 7-Eleven, there is competent and substantial evidence that the request is consistent with the Criteria for a Conditional Use Permit as outlined in Section 23.2-29.d.

Criteria d.1: As set forth in Section 23.2-29.d.1, the Conditional Use exactly as proposed at the location where proposed will be in harmony with the uses which, under these LDRs and the Future Land Use Element, are most likely to occur in the immediate area where located.

Justification: The Property is designated in the City of Lake Worth Beach Future Land Use Map and the Zoning Map as “Mixed-Use West (MU-W)”.

Policy 1.1.1.6 of the Future Land Use Elements of the Comprehensive Plan provides that the MU-W designation allows for a mixture of activities, such as residential, office, service and commercial retail uses, but of a higher intensity. It is a designation found within specific areas west of I-95 where all buildings are required to provide transitional buffering and design features to mitigate impact of the MU-W sites adjacent to residential zoning districts. The Property is not adjacent to residential zoning districts; however, we have provided generous buffers along the perimeter of the site.

The proposed 7-Eleven will consist of a retail store and vehicle filling station (the “7-Eleven”). Per Section 23.4-13.c.1.a.2, Vehicle Filling Stations may sell cold drinks, candies, tobacco products and similar goods for service station customers, but only as accessory and incidental to the principal business operation. The proposed Automobile Filling Station is classified as a “Medium Intensity Vehicular Use-Less than 7,500 square feet,” and is permitted as a Conditional Use in the MU-W district; per Sec. 23.3-6, Use Tables.

In accordance with the LDR and the City of Lake Worth Beach Comprehensive Plan, the 7-Eleven meets the Conditional Use criteria of Section 23.2-29.d.1.



Criteria d.2: As set forth in Section 23.2-29.d.2, the Conditional Use exactly as proposed at the location where proposed will be in harmony with existing uses in the immediate area where located.

Justification: The area is characterized by commercial retail businesses and warehouses. The properties to the north and east of the Property are developed with a parking lot and a warehouse-distribution center and are zoned Industrial - Park of Commerce. The parcel to the west is developed with a parking lot and a multi-story office building and is zoned Mixed-Use West. To the south, across 10th Avenue North contains a granite countertop distributor and a used car dealership. The request is consistent with the criteria of Section 23.2-29.d.2 for the proposed Vehicle Filling Station is of an equal or lesser intensity than the neighboring uses.

Criteria d.3: As set forth in Section 23.2-29.d.3, the conditional use exactly as proposed will not result in substantially less public benefit or greater harm than would result from use of the site or some use permitted by right or some other conditional use permitted on the site.

Justification: The project will add architectural interest to this corridor by replacing the existing structure with a new, modern building that implements the form-based elements of the LDR. The development will generate more public benefit for the vehicular use area will now be screened from the public eye with enhanced landscaping. The proposed development will generate new jobs and improve the aesthetic appearance of the area. The design team does not expect the project to result in substantially less public benefit than would a development permitted by right.

Criteria d.4: As set forth in Section 23.2-29.d.4, the Conditional Use exactly as proposed will not result in more intensive development in advance of when such development is approved by the Future Land use Element of the Comprehensive Plan.

Justification: Per the Future Land Use Elements of the Comprehensive Plan, Policy 1.1.1.6, the MU-W designation allow a mixture of activities, such as residential, office, service and commercial retail uses, but of a higher intensity. The proposed uses are not more intensive than that which is permitted by the Future Land Use Element.

Pursuant to Section 23.2-29.e, there is competent and substantial evidence that the request is also consistent with the requirements which are specific to all Conditional Uses.

Criteria e.1: As set forth in Section 23.2-29.e.1, the proposed Conditional Use will not generate traffic volumes or movements which will result in a significant adverse impact or reduce the level of service provided on any street to a level lower than would result from a development permitted by right.

Justification: It is anticipated that most of the traffic generated by the new 7-Eleven will be on 10th Avenue North where a new driveway is proposed. This will avoid the need to turn onto Barnett Drive to access the Property and minimize the impact on the level of service of the city street. The project will not result in substantially less public benefit than would a development permitted by right.



Criteria e.2: As set forth in Section 23.2-29.e.2, the proposed Conditional Use will not result in a significantly greater amount of through traffic on local streets than would result from a development permitted by right and is appropriately located with respect to collector and arterial streets.

Justification: The proposed conditional use is located along a corridor predominantly characterized by Commercial or Industrial development. The proposed conditional use is compatible with the transportation impacts generated by these adjoining uses and will not result in a significantly greater amount of through traffic on local streets than would result from a development permitted by right. Furthermore, vehicular trips generated by the development will use the new access point proposed along 10 Avenue North and are not expected to have a great impact on Barnett Drive - a local street. A thorough analysis by a certified traffic engineer will be provided to City staff.

Criteria e.3: As set forth in Section 23.2-29.e.3, the proposed conditional use will not produce significant air pollution emissions, or will appropriately mitigate anticipated emissions to a level compatible with that which would result from a development permitted by right.

Justification The project will comply with all DEP and EPA regulations and, as such, will not produce significant air pollution emissions. The proposal is thereby consistent with the criteria of Section 23.2-29.e.3.

Criteria e.4: As set forth in Section 23.2-29.e.4, the proposed conditional use will be so located in relation to the thoroughfare system that neither extension nor enlargement nor any other alteration of that system in a manner resulting in higher net public cost or earlier incursion of public cost than would result from development permitted by right.

Justification: The proposed conditional use is designed in such a way that neither the extension, enlargement or other alteration of that system would result in higher net public cost or earlier incursion of public cost than would result from development permitted by right.

Criteria e.5: As set forth in Section 23.2-29.e.5, the proposed Conditional Use will be so located in relation to water lines, sanitary sewers, storm sewers, surface drainage systems and other utility systems that neither extension nor enlargement nor any other alteration of such systems in a manner resulting in higher net public cost than would result from development permitted by right will occur.

Justification: The proposed conditional use is located adjacent to existing water, sanitary sewer, storm, and surface drainage systems. It is not anticipated that an extension, enlargement or any other alteration of such systems would result in a higher net public cost than would a development permitted by right or other conditional use.

Criteria e.6: As set forth in Section 23.2-29.e.6, the proposed Conditional Use will not place a demand on municipal police or fire protection service beyond the capacity of those services, except that the proposed facility may place a demand on municipal police or fire protection services which does not exceed that likely to result from a development permitted by right will occur.



Justification: The proposed conditional use is located along a corridor predominantly characterized by Commercial or Industrial development. The proposed conditional use will not generate a demand beyond the capacity of municipal police or fire protection service.

Criteria e.7: *As set forth in Section 23.2-29.e.7, the proposed Conditional Use will not generate significant noise, or will appropriately mitigate anticipated noise to a level compatible with that which would result from a development permitted by right. Any proposed use must meet all the requirements and stipulations set forth in Section 15.24 – Noise Control.*

Justification: The proposed conditional use is located along a corridor predominantly characterized by Commercial or Industrial development. These uses are wholly compatible with the noise typically generated by the proposed conditional use and therefore will not conflict with those requirements and stipulations set forth in Section 15.24 – Noise Control.

Criteria e.8: *As set forth in Section 23.2-29.e.8, the proposed Conditional Use will not generate light or glare which encroaches onto any residential property in excess of that allowed in Section 23.4-10 – Exterior Lighting.*

Justification: The proposed conditional use is not adjacent to any residential properties and therefore will not generate light or glare which encroaches onto any residential property in excess of that allowed in Section 23.4-10 – Exterior Lighting.

The design team looks forward to further discussing this development with the Lake Worth Beach planning staff. For any questions or concerns, please feel free to contact me at 954-788-3400 or via e-mail at acarrie@keithteam.com.

Respectfully,



Anne-Christine Carrie, Planner

CC: Shane Laakso, Creighton Construction and Management





March 5, 2020

William Waters, AIA, NCARB, LEED AP BD+C, ID, SEED
 Director, Community Sustainability Department
 City of Lake Worth Beach
 1900 Second Avenue North
 Lake Worth Beach, Florida 3346

RE: Design Standards Narrative
 7-Eleven #1046710 at 1900 10th Avenue North

On behalf of 7-Eleven, Inc. this missive seeks to satisfactorily illustrate the compliance of the subject property with the site design qualitative standard, Sec 23.2-31 of the Code of Ordinances of the City of Lake Worth.

Project Data

Project Address	1900 10 th Ave. North, lake Worth, FL 33461	
Current Zoning Designation	Mixed-Use West (MU-W)	
Adjacent Zoning	North	Industrial – Park of Commerce (I-POC)
	South	MU-W (Mixed-Use West)
	East	Industrial – Park of Commerce (I-POC)
	West	MU-W (Mixed-Use West)

Existing Conditions:

The Property is currently vacant but was formerly used as a Rent-A-Truck facility with outdoor vehicle display. The Property contains a 1,600 SF, one-story structure that will be demolished as part of this application. The majority of the Property contains asphalt which was used as a parking lot to store rental trucks.

The subject site features:

- One (1) full-movement driveway along Barnett Drive. Currently the property does not have a driveway providing access to 10th Avenue North.
- A 6-foot chain link fence with gated driveway running along the perimeter of the property.
- Limited vegetation consisting primarily of palm trees along the ROW, a 3-foot perimeter hedge, interior landscape islands and parking medians.
- Site lighting.
- A pole mounted monument sign adjacent to 10th Avenue North.
- A 5-foot public sidewalk.

Surrounding Property Conditions:

The immediate surrounding properties are primarily light industrial in nature. Adjacent properties include automotive repair and/or modifications, warehouse storage, automotive sales, packing, shipping



and distribution, among others. The dominant architectural style along primary and minor arteries appear to be single story, metal clad steel framed structures, as well as stucco clad masonry units. Primary building sizes range from small (<5,000 SF) to medium (>50,000 SF), however, noted exceptions exist, including a multi-story office building directly west of the subject property.

Proposed Conditions:

7-Eleven proposes to demolish the existing building and construct a new 4,730 SF commercial retail store and fuel canopy with 7 MPDs (14 fueling positions), underground fuel storage tanks, dumpster enclosure, associated parking and landscaping. The proposed project is designed in accordance with the qualitative standards outlined in Section 23.2-31 of the Land Development Regulations (“LDR’s”). Emphasis has been placed on screening of the vehicular use areas and service areas on the Property. The Property is designed to ensure a safe and efficient circulation pattern for pedestrians, personal vehicles, emergency access and service vehicles. As set forth in Section 23.2-31.13, the new 7-Eleven will provide enhanced vegetation that will improve the aesthetic appearance of this area.

Zoning Information:

The subject property is currently zoned and designated by the Future Land Use Map as Mixed-Use West (“MU-W”). Vehicle Filling Stations are permitted subject to Conditional Use approval within the MU-W zoning district pursuant to Section 23.3-6. Furthermore, Section 23.4-13 allows the sale of sundries as an accessory use to the Vehicle Filling Station.

Per Sec. 5-5(a)(2), a minimum of 500 feet is required between an establishment holding an alcohol beverage license and “a church, public or private school, park, library (protected land use) or other place of business of a person holding a beverage license.” According to a review of the Palm Beach County Property Appraiser’s listings, there are no protected land uses or other establishments within 500 feet of the Property. The request satisfies the distancing requirement set forth in Section 5-5(a)(2).

Design Qualitative Standards (23.2-31)

Requirement #1:

Harmonious and efficient organization. All elements of the site plan shall be harmoniously and efficiently organized in relation to topography, the size and type of plot, the character of adjoining property and the type and size of buildings. The site shall be developed so as to not impede the normal and orderly development or improvement of surrounding property for uses permitted in these LDRs.

Response:

The subject property exhibits a primarily flat topography which presents little opportunity for a disharmonious layout with relation to the sites existing topography. The proposed configuration maintains this flat topography and situates the building towards the rear of the property, with the fuel canopy towards the center. The site is oriented towards the primary artery, 10th Avenue North, however, convenient entrances are provided along both primary and minor arteries. Public parking is provided towards the protected interior of the site and away from the adjacent arteries, such that any disruptions to traffic flow can be minimized, and the safety of the customers can be



prioritized. The site complies the required setbacks and presents no limitations to the development of adjacent properties.

Requirement #2:

Preservation of natural conditions. The natural (refer to landscape code, Article 6 of these LDRs) landscape shall be preserved in its natural state, insofar as practical, by minimizing tree and soil removal and by such other site planning approaches as are appropriate. Terrain and vegetation shall not be disturbed in a manner likely to significantly increase either wind or water erosion within or adjacent to a development site. Natural detention areas and other means of natural vegetative filtration of stormwater runoff shall be used to minimize ground and surface water pollution, particularly adjacent to major waterbodies. Fertilizer/pesticide conditions may be attached to development adjacent to waterbodies. Marinas shall be permitted only in water with a mean low tide depth of four feet or more.

Response:

The site is presently paved throughout the majority of its extents. Minimal landscaping within the property extents consist primarily of a parking island within the existing parking area, and landscaping (turf) in the required setback areas. As aforementioned, enhanced landscaping will be provided to improve the aesthetic appearance of the property, and the new site will comply with all required building setbacks as well as provide any required landscape buffers.

Requirement #3:

Screening and buffering. Fences, walls or vegetative screening shall be provided where needed and practical to protect residents and users from undesirable views, lighting, noise, odors or other adverse off-site effects, and to protect residents and users of off-site development from on-site adverse effects. This section may be interpreted to require screening and buffering in addition to that specifically required by other sections of these LDRs, but not less.

Response:

Where applicable, screening, including fences, walls, and/or vegetative screening will be provided in compliance with Section 23.2-31.

Requirement #4:

Enhancement of residential privacy. The site plan shall provide reasonable, visual and acoustical privacy for all dwelling units located therein and adjacent thereto. Fences, walls, barriers and vegetation shall be arranged for the protection and enhancement of property and to enhance the privacy of the occupants.

Response:

The property is neither located in, nor adjacent to any residential properties. Refer to the Property Data subsection, as provided earlier in this document



Requirement #5:

Emergency access. Structures and other site features shall be so arranged as to permit emergency vehicle access by some practical means to all sides of all buildings.

Response:

The Property is designed to ensure a safe and efficient circulation pattern for pedestrians, personal vehicles, emergency access and service vehicles. In addition, the property complies with required setbacks, allowing practicable access to the entirety of the building, in compliance with the Design Qualitative Standards

Requirement #6:

Access to public ways. All buildings, dwelling units and other facilities shall have safe and convenient access to a public street, walkway or other area dedicated to common use; curb cuts close to railroad crossings shall be avoided.

Response:

Safe and convenient access is provided to the subject property along both Barrett Drive, and 10th Avenue North. Access from the building to the public way is provided with sidewalks and clearly defined paths showing safe and convenient access.

Requirement #7:

Pedestrian circulation. There shall be provided a pedestrian circulation system which is insulated as completely as reasonably possible from the vehicular circulation system.

Response:

Pedestrian circulation is provided such that a continuous walking surface is provided leading to the building entrance, allowing reasonable access without the interacting with the drive aisles to the extent possible.

Requirement #8:

Design of ingress and egress drives. The location, size and numbers of ingress and egress drives to the site will be arranged to minimize the negative impacts on public and private ways and on adjacent private property. Merging and turnout lanes traffic dividers shall be provided where they would significantly improve safety for vehicles and pedestrians.

Response:

Ingress and egress drives are provided to the site in compliance with all local, and/or state requirements.

Requirement #9:

Coordination of on-site circulation with off-site circulation. The arrangement of public or common ways for vehicular and pedestrian circulation shall be coordinated with the pattern of existing or planned streets and pedestrian or bicycle pathways in the area. Minor streets shall not be connected to major streets in such a way as to facilitate improper utilization.

Response:

All circulation provided are designed in conjunction with existing vehicular patterns, and in compliance with applicable codes and regulations, in order to maintain a safe and consistent vehicular exchange between the proposed property and existing arteries. The site is configured such that improper use, including as a byway between the major and minor arterial rights-of-way, is discouraged

Requirement #10:

Design of on-site public right-of-way. On-site public street and rights-of-way shall be designed for maximum efficiency. They shall occupy no more land than is required to provide access, nor shall they unnecessarily fragment development into small blocks. Large developments containing extensive public rights-of-way shall have said rights-of-way arranged in a hierarchy with local streets providing direct access to parcels and other streets providing no or limited direct access to parcels.

Response:

On-site public rights-of-way are maintained where applicable and are not configured to encourage fragmentation.

Requirement #11:

Off-street parking, loading and vehicular circulation areas. Off-street parking, loading and vehicular circulation areas shall be located, designed and screened to minimize the impact of noise, glare and odor on adjacent property.

Response:

Off-street parking and circulation are configured such that, the impact on adjacent properties is minimized and the safety of customers are prioritized

Requirement #12:

Refuse and service areas. Refuse and service areas shall be located, designed and screened to minimize the impact of noise, glare and odor on adjacent property.

Response:

A screened refuse compound is provided on the subject property and is located such that disruptions to adjacent properties, including noise, glare and odor are minimized, and practicable access is provided for quick efficient servicing

Requirement #13:

Protection of property values. The elements of the site plan shall be arranged so as to have minimum negative impact on the property values of adjoining property.

Response:



The proposed elements of the site plan are in compliance with or exceed the current architectural standards of the adjacent properties. It is anticipated that the subject property should not negatively impact the property values of neighboring properties.

Requirement #14:

Transitional development. Where the property being developed is located on the edge of the zoning district, the site plan shall be designed to provide for a harmonious transition between districts. Building exteriors shall complement other buildings in the vicinity in size, scale, mass, bulk, rhythm of openings and character. Consideration shall be given to a harmonious transition in height and design style so that the change in zoning districts is not accentuated. Additional consideration shall be given to complementary setbacks between the existing and proposed development.

Response:

The configuration of the subject property is designed to suitably comply with the existing standards of both zoning districts bordering the subject property (reference the Property Data subsection earlier in this document). The architectural design is comprised of materials common throughout both zoning districts, included stucco, glazing, and architectural canopies, as well as metal cladding on the fuel canopy. The site design aspires to an enhanced aesthetic appearance beneficial to both neighboring zoning districts

Please feel free to contact us with any questions or concerns, at the particulars below.

Sincerely,

A handwritten signature in black ink, appearing to read "Jeffrey R. Suchan", is written over a horizontal line.

Jeffrey R. Suchan
Chief Development Officer
Ph: (407) 661-9100 Ext. 2419
Jeff.Suchan@c-p.com



March 5, 2020

William Waters, Director
Department for Community Sustainability
City of Lake Worth Beach
1900 2nd Avenue North
Lake Worth Beach, Florida 33461

**RE: Community Appearance Criteria Letter of Compliance
7-Eleven #104671 at 1900 10th Avenue North
KEITH #11007.02**

On behalf of 7-Eleven, LLC (the “Applicant”), KEITH requests a Conditional Use permit and Site Plan approval to allow the construction of a new 4,730 SF retail store, a fuel canopy with 7 MPDs (14 fueling positions), underground fuel storage tanks and associated parking on a property located on the northwest corner of 10th Avenue North and Barnett Drive with the address 1900 10th Avenue North (the “Property”). The site’s parcel number is 38-43-44-21-02-005-0030 and it is approximately 54,495 SF (1.34 acres) in size.

This letter of compliance is in support of the Site Plan narrative and Justification Statement for a Conditional Use for the same development. In accordance with Section 23.2-31(l), the Site Plan complies with the Community Appearance Criteria which are as follows:

“The plan for the proposed structure or project is in conformity with good taste, good design, and in general contributes to the image of the City as a place of beauty, spaciousness, harmony, taste, fitness, broad vistas and high quality.”

The elevations of the proposed structure uses nature tones while maintaining the identity of the 7-Eleven retailer. Architectural details such as medallions and shifts in planes at different intervals ensure that there is no uniformity in the facades. Sheets A-202 and A-201 demonstrate the vertical interest that is created by the single-story structure. Furthermore, the base of the building is designed to frame the pedestrian space with an aesthetically pleasing change in texture and color. This design is in good taste and complements the City’s appearance.

“The proposed structure or project is not, in its exterior design and appearance, of inferior quality such as to cause the nature of the local environment or evolving environment to materially depreciate in appearance and value.”

The existing property currently has landscape islands and medians but the vegetation is poor. As such, the outdoor vehicle storage is fully exposed to the public. The new development will

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954.788.3400

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2160 NW 82 Ave
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FL 33122
305.667.5474

Broward County
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Palm Beach County
120 N Federal Hwy
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Lake Worth, FL 33460
561.469.0992

Orange County
321 N Crystal Lake Drive
Suite 208
Orlando, FL 32803
954.788.3400

provide wide buffers and exceed the landscape requirements of the Code. The vehicular use areas will be screened by enhanced landscaping and the existing perimeter hedges will be enhanced with ground plating. Finally, the addition of canopy trees will provide shade and aesthetic appeal to the public.

“The proposed structure or project is in harmony with the proposed developments in the general area, with code requirements pertaining to site plan, signage and landscaping, and the comprehensive plan for the City, and with the criteria set forth herein.

Sheet SP-101 lists the required and proposed development standards pursuant to Chapter 23, Article IV of the Code of Ordinances. As proposed, the site satisfies the Code requirements. As stated in the Design Standards narrative, the property will be developed within the context of the 10th Avenue North corridor, as well as that of the neighboring commercial developments.

As indicated in the Justification Statement for the Conditional Use request, the development would not have a greater impact on the area as would a development permitted by right. Finally, the request is consistent with the Comprehensive Plan for the Mixed-Use West Future Land Use Designation for it proposes a commercial use of a higher intensity.

The proposed structure or project is in compliance with this section and 23.2-29, as applicable.

The design team has provided the documents and plans required for Site Plan and Conditional Use approval. The project is consistent with the criteria set forth for both requests and the proposed structures are in good taste and form.

The design team looks forward to further discussing this development with the Lake Worth Beach planning staff. For any questions or concerns, please feel free to contact me at 954-788-3400 or via e-mail at acarrie@keithteam.com.

Respectfully,



Anne-Christine Carrie, Planner

CC: Shane Laakso, Creighton Construction and Management



front property line for the Site is curved which creates unique design conditions that necessitate the requested variance.

2. Gas station fueling canopies require traffic circulation on all four (4) sides of the fuel canopy. A typical building would require traffic circulation on just one (1) or two (2) of the building's facades which would allow the structure to be located closer to the road. The Mixed Use West zoning regulations would require that the fuel canopy, an allowed use, be placed close to the property line along both 10th Avenue North and Barnett Drive. The required four (4) sided traffic circulation and the required landscape buffers create design constraints which prevent the fuel canopy from being placed within the required front setback along 10th Avenue North. The fuel canopy does comply with the setback requirement for Barnett Drive.

- The strict application of the provision of these LDRs would deprive the applicant of any reasonable use of the land or building for which the variance is sought.

REPLY: The strict application of the setback standard would prevent our client from selling gas which would deprive our client from a reasonable use of the Site. The Site is a unique property and most appropriately suited for gas operations due to its location adjacent to I-95 and along 10th Avenue North, which are both highly trafficked roads. A strict application of the setback standard would prevent our client from using the property for its most appropriate use.

- That the variance proposed is the minimum variance which makes possible the reasonable use of the land or building.

REPLY: The fuel canopy has been located as close to 10th Avenue North as possible without adversely impacting safe on-site traffic circulation or the required landscape buffer.

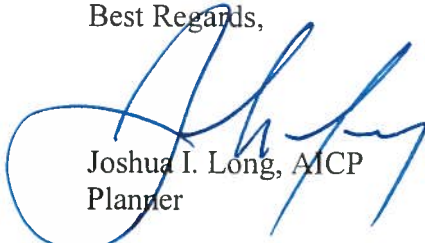
- That the granting of the variance will be in accordance with the spirit and purpose of this chapter, and will not be unduly injurious to contiguous property or the surrounding neighborhood nor otherwise detrimental to the public welfare.

REPLY: The purpose of the Land Development Regulations is found in Section 23.1-3, which identifies several areas of focus, including the City's Comprehensive Plan. Both the Comprehensive Plan and Land Development Regulations promote economic development, job creation and encourage providing goods and services to the residents of the City. The Site is currently a vacant parking lot, which adds little value and does not meet the purpose and intent of the Land Development Regulations. The addition of the 7-Eleven Gas Station with Single Destination Retail will turn the vacant corner into a viable commercial business for the City, increasing the City's tax base, foster community pride, bringing jobs to the area, and enhancing the community appearance through orderly development with enhanced architecture and landscaping along both 10th Avenue North and Barnett Drive. The intersection is a commercial node, where only other commercial

and industrial type uses are located; the proposed use conforms with and is harmonious with the other uses within the area.

If you have any questions or need further information about this request, please do not hesitate to contact me anytime at (561) 650-0719.

Best Regards,



Joshua I. Long, AICP
Planner

JIL/op

cc: Client
Brian M. Seymour, Esq.



May 12, 2020

Engineer's Drainage Statement

Subject: 7-Eleven 41361
1900 10th Avenue North
Lake Worth, Florida 33461
KEITH Project No. 11007.02

Project Description:

The site is located in Section 21, Township 44 S, Range 43 E within the City of Lake Worth Beach. The address of the site is 1900 10th Avenue North, Lake Worth, Florida 33461. The project consists of the construction of a convenience store and gas station and associated infrastructure on a presently developed site. The existing building and parking lot are to be demolished.

Existing Conditions:

The site consists of an existing building and parking lot with associated infrastructure. A drainage system exists, however, there is no existing storm water permit for this site.

Permitting Requirements:

An Environmental Resource Permit (ERP) "10-2 Self-Certification" is required for this project. Additionally, the project will be reviewed by the City of Lake Worth Beach and Palm Beach County Land Development.

Drainage Facilities:

The proposed improvements shall be designed to meet requirements of SFWMD, Florida Administrative Code Rule 14-86, Article 11 of Palm Beach County's ULDC and City of Lake Worth Beach requirements. Exfiltration trenches and dry retention areas shall be constructed to provide the required storm water storage and water quality treatment. Pre vs. post development storm water management calculations shall be produced to demonstrate that the development will not adversely impact adjacent properties.

Sincerely,

KEITH & ASSOCIATES, INC.
Consulting Engineers

Thomas F. Donahue, P.E.
Florida Reg. No. 60529
(for the firm)

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STORMWATER MANAGEMENT CALCULATIONS

for 7-Eleven 41361

KEITH Project No. 11007.02

May 12, 2020

FINISHED FLOOR ELEVATION SUMMARY

Criteria	Min. Elevation
FEMA FIRM (BFE) Zone X	N/A
ASCE/SEI 24-05 (Cat II, BFE + 12")	N/A
City of Lake Worth Beach (100-year, 3-day zero discharge elevation)	16.74 NAVD
Palm Beach County ULDC (100-year, 3-day zero discharge elevation)	16.74 NAVD
Design 100-year, 3-day, zero discharge elevation	16.74 NAVD
Controlling FFE	16.74 NAVD

POST-DEVELOPMENT STAGE ELEVATIONS

Design Storm	Pre-Development Stage (feet NAVD)	Pre-Development Discharge (cfs)	Post-Development Stage (feet NAVD)	Post-Development Discharge (cfs)	Design Criteria
3-year, 1-hour	-	-	14.00 ft	0.00 cfs	
5-year, 1-day	16.52 ft	0.00 cfs	15.25 ft	0.00 cfs	Parking Lot
25-year, 3-day	17.45 ft	0.00 cfs	16.36 ft	0.00 cfs	Perimeter Berm
100-year, 3-day	17.83 ft	0.00 cfs	16.74 ft	0.00 cfs	Finished Floor

EXISTING LAND USE SUMMARY

Land Use Description		Sub-Area	Area
Impervious Area			1.07
	Building	0.07	
	Pavement	1.00	
	Sidewalk	0.00	
Pervious Area			0.18
	Pervious	0.18	
Total Site Area			1.25 ac

RAINFALL DATA

Storm Frequency	24 Hour Rainfall	72 Hour Rainfall
5 Year	7.00 in	-
25 Year	-	13.00 in
100 Year	-	16.00 in

EXISTING DISCHARGE

Criteria	Discharge
Allowable Discharge	N/A

WET SEASON GROUND WATER ELEVATION

Criteria	WSWT Elev.
LWDD Maintained Canal Elevation (Water Table)	8.30 NAVD

EXISTING STAGE-STORAGE

Land Use	Area	Elevation Range (NAVD)		Average Elev. (NAVD)	Storage Type
		Low	High		
Building	0.07 ac	19.11	19.11	19.11	Vert.
Pavement	1.00 ac	14.26	19.05	16.66	Linear
Pervious	0.18 ac	14.52	19.65	17.09	Linear

Weighted Average Site Elevation = 16.85 NAVD

Weighted Average Pervious Elevation = 17.09 NAVD

Depth to Water Table = 8.79 NAVD

EXISTING SOIL STORAGE

Soil Classification =

Coastal

Assuming 25% Void Reduction, Available Ground Storage =

8.18 inches

Available Soil Storage = Available Storage x Pervious Area

Available Soil Storage = 0.12 ac-ft

Converted to Site-Wide Moisture Storage, S

$S = \text{Available Soil Storage} / \text{Site Area}$

S= 1.18 inches

SCS Curve Number, CN

$CN = 1000 / (s + 10)$

CN = 89

PRE-DEVELOPMENT STAGE STORAGE

Starting Stage = 14.00 NAVD

Ending Stage = 20.00 NAVD

Stage Increment = 0.50 Feet

Stage	Pavement	Pervious	Total Storage
(NAVD)	(ac)	(ac)	(ac-ft)
Area	1.00	0.18	
Start Elev.	14.26	14.52	
End Elev.	19.05	19.65	
	Linear	Linear	
14.00	0.00	0.00	0.00
14.50	0.01	0.00	0.01
15.00	0.06	0.00	0.06
15.50	0.16	0.02	0.18
16.00	0.32	0.04	0.35
16.50	0.52	0.07	0.59
17.00	0.78	0.11	0.89
17.50	1.10	0.16	1.25
18.00	1.46	0.21	1.67
18.50	1.88	0.28	2.15
19.00	2.35	0.35	2.70
19.50	2.87	0.44	3.30
20.00	3.44	0.52	3.96

PRE-DEVELOPMENT - ZERO DISCHARGE
FLOOD ROUTING

Project Name: PRE 05 - year, 1 - day
 Reviewer: TD
 Project Number: 11007.02
 Period Begin: Jan 01, 2000;0000 hr End: Jan 04, 2000;0000 hr Duration: 72 hr
 Time Step: 0.05 hr, Iterations: 10

Basin 1: 7-Eleven

Method: Santa Barbara Unit Hydrograph
 Rainfall Distribution: SFWMD - 24 hr
 Design Frequency: 5 year
 1 Day Rainfall: 7 inches
 Area: 1.25 acres
 Ground Storage: 1.18 inches
 Time of Concentration: 0.17 hours
 Initial Stage: 14 ft NAVD

Stage (ft NAVD)	Storage (acre-ft)
14.00	0.00
14.50	0.01
15.00	0.06
15.50	0.18
16.00	0.35
16.50	0.59
17.00	0.89
17.50	1.25
18.00	1.67
18.50	2.15
19.00	2.70
19.50	3.28
20.00	3.87

STRUCTURE MAXIMUM AND MINIMUM DISCHARGES

```

=====
  Struc  Max (cfs)  Time (hr)  Min (cfs)  Time (hr)
=====
  
```

BASIN MAXIMUM AND MINIMUM STAGES

```

=====
  Basin  Max (ft)  Time (hr)  Min (ft)  Time (hr)
=====
  7-Eleven  16.52  25.55  14.00  0.00
  
```

BASIN WATER BUDGETS (all units in acre-ft)

```

=====
  Basin  Total  Structure  Structure  Initial  Final  Residual
        Runoff  Inflow  Outflow  Storage  Storage
=====
  7-Eleven  0.60  0.00  0.00  0.00  0.60  0.00
  
```

Project Name: PRE 25 - year, 3 - day
 Reviewer: TD
 Project Number: 11007.02
 Period Begin: Jan 01, 2000;0000 hr End: Jan 04, 2000;0000 hr Duration: 72 hr
 Time Step: 0.05 hr, Iterations: 10

Basin 1: 7-Eleven

Method: Santa Barbara Unit Hydrograph
 Rainfall Distribution: SFWMD - 3day
 Design Frequency: 25 year
 3 Day Rainfall: 13 inches
 Area: 1.25 acres
 Ground Storage: 1.18 inches
 Time of Concentration: 0.17 hours
 Initial Stage: 14 ft NAVD

Stage (ft NAVD)	Storage (acre-ft)
14.00	0.00
14.50	0.01
15.00	0.06
15.50	0.18
16.00	0.35
16.50	0.59
17.00	0.89
17.50	1.25
18.00	1.67
18.50	2.15
19.00	2.70
19.50	3.28
20.00	3.87

STRUCTURE MAXIMUM AND MINIMUM DISCHARGES

```

=====
  Struc  Max (cfs)  Time (hr)  Min (cfs)  Time (hr)
=====
  
```

BASIN MAXIMUM AND MINIMUM STAGES

```

=====
  Basin  Max (ft)  Time (hr)  Min (ft)  Time (hr)
=====
  7-Eleven  17.45  72.00  14.00  0.00
  
```

BASIN WATER BUDGETS (all units in acre-ft)

```

=====
  Basin  Total  Structure  Structure  Initial  Final  Residual
  Runoff  Inflow  Outflow  Storage  Storage
=====
  7-Eleven  1.21  0.00  0.00  0.00  1.21  0.00
  
```

Project Name: PRE 100 - year, 3 - day
 Reviewer: TD
 Project Number: 11007.02
 Period Begin: Jan 01, 2000;0000 hr End: Jan 04, 2000;0000 hr Duration: 72 hr
 Time Step: 0.05 hr, Iterations: 10

Basin 1: 7-Eleven

Method: Santa Barbara Unit Hydrograph
 Rainfall Distribution: SFWMD - 3day
 Design Frequency: 100 year
 3 Day Rainfall: 16 inches
 Area: 1.25 acres
 Ground Storage: 1.18 inches
 Time of Concentration: 0.17 hours
 Initial Stage: 14 ft NAVD

Stage (ft NAVD)	Storage (acre-ft)
14.00	0.00
14.50	0.01
15.00	0.06
15.50	0.18
16.00	0.35
16.50	0.59
17.00	0.89
17.50	1.25
18.00	1.67
18.50	2.15
19.00	2.70
19.50	3.28
20.00	3.87

STRUCTURE MAXIMUM AND MINIMUM DISCHARGES

```

=====
  Struc  Max (cfs)  Time (hr)  Min (cfs)  Time (hr)
=====
  
```

BASIN MAXIMUM AND MINIMUM STAGES

```

=====
  Basin  Max (ft)  Time (hr)  Min (ft)  Time (hr)
=====
  7-Eleven  17.83  72.00  14.00  0.00
  
```

BASIN WATER BUDGETS (all units in acre-ft)

```

=====
  Basin  Total  Structure  Structure  Initial  Final  Residual
        Runoff  Inflow  Outflow  Storage  Storage
=====
  7-Eleven  1.52  0.00  0.00  0.00  1.52  0.00
  
```

STORMWATER MANAGEMENT SYSTEM DESCRIPTION

The proposed stormwater management system consists of a system of drainage structures and pipes to convey stormwater runoff into exfiltration trenches and dry retention areas.

PROPOSED LAND USE SUMMARY

Land Use Description	Sub-Area	Area
Impervious Area		0.89 ac
	Building	0.11 ac
	Pavement	0.72 ac
	Sidewalk	0.06 ac
Pervious Area		0.36 ac
	Pervious	0.28 ac
	Retention Bank	0.06 ac
	Retention Bottom	0.02 ac
Total Site Area		1.25 ac

RAINFALL DATA

Storm Frequency	24 Hour Rainfall	72 Hour Rainfall
5 Year	7.00 in	-
25 Year	-	13.00 in
100 Year	-	16.00 in

ALLOWABLE DISCHARGE

Criteria	Allowable Discharge	
Allowable Discharge per SFWMD Basin Criteria	N/A	N/A

WET SEASON GROUND WATER ELEVATION

Criteria	WSWT Elevation
LWDD Maintained Canal Elevation (Water Table)	8.30 NAVD

PROPOSED STAGE-STORAGE

Land Use	Area	Elevation Range (NAVD)		Average Elev. (NAVD)	Storage Type
		Low	High		
Building	0.11 ac	18.00	18.00	18.00	Vert.
Pavement	0.72 ac	14.40	17.62	16.01	Linear
Sidewalk	0.06 ac	14.50	18.00	16.25	Linear
Pervious	0.28 ac	14.50	17.50	16.00	Linear
Retention Bank	0.06 ac	14.00	16.00	15.00	Linear
Retention Bottom	0.02 ac	14.00	14.00	14.00	Vert.

Weighted Average Site Elevation = 16.11 NAVD
 Weighted Average Pervious Elevation = 15.72 NAVD
 Depth to Water Table = 7.42 NAVD

AVAILABLE SOIL STORAGE

Soil Classification = Coastal
 Assuming 25% Void Reduction, Available Ground Storage = 8.18 inches
 Available Soil Storage = Available Storage x Pervious Area

Available Soil Storage = 0.25 ac-ft

Converted to Site-Wide Moisture Storage, S
 S = Available Soil Storage / Site Area

S= 2.36 inches

SCS Curve Number, CN
 CN = 1000/(s+10)
 CN = 80

WATER QUALITY CALCULATION

Water quality treatment for the greater of one inch of runoff over the entire site or 2.5 inches over the percentage of impervious area shall be provided in the proposed exfiltration trenches.

- a. Site area for water quality pervious/impervious calculation = total project - (lake + roof)
1.14 ac
- b. Impervious area for water quality pervious/impervious calculations =
(site area for water quality pervious/impervious) - pervious =
0.78 ac
- c. Percentage of imperviousness for water quality =
impervious area for water quality x 100% / site area for water quality =
68 %
- d. For 2.5 in. time the percentage impervious = 2.5 in x 68%
1.71 inches to be treated
- e. Compute volume required for water quality detention = inches to be treated x (total site - lake)
0.18 ac-ft required detention storage

Site Area (ac)	1" Over Basin	2.5" x % Impervious	Controlling Condition
1.25	0.10 ac-ft	0.18 ac-ft	0.18 ac-ft

PRE-TREATMENT CALCULATION

Site Area (ac)	1/2" Over Basin
1.25	0.05 ac-ft

EXFILTRATION TRENCH SECTION #1 CALCULATION FOR WATER QUALITY VOLUME

$$L = \frac{FS[(\%WQ)(V_{wq})]}{K(H_2W + 2H_2D_u - D_u^2 + 2H_2D_s) + (1.39 \times 10^{-4})WD_u}$$

Required Length of Trench for Water Quality Treatment		
	Top of Trench Elevation	12.00
	Bottom of Trench Elevation	8.00
	Wet Season Water Table Elevation	8.30
FS	Factor of safety; no less than 2.0	2.00
%WQ	Percent reduction in required water quality treatment volume	0.50
V_{wq}	Required wet water quality volume (ac-in)	2.14
K	Hydraulic conductivity (cfs/ft ² -ft. head)	6.09E-04
H_2	Depth to water table (ft.)	5.70
W	Trench width (ft.)	8.00
D_u	Non-saturated trench depth (ft.)	3.70
D_s	Saturated trench depth (ft.)	0.30
L	Length of trench required for water quality treatment (ft.)	42 LF
V_s	Volume of stormwater stored in WQ exfiltration trenches	0.18 ac-ft

EXFILTRATION TRENCH STORAGE VOLUME

$$V_s = \frac{L \times [K(H_2W + 2H_2D_u - D_u^2 + 2H_2D_s) + (1.39 \times 10^{-4})WD_u]}{FS}$$

Length of Proposed Exfiltration Trench for Stormwater Storage		
	Maximum allowable storage from exfiltration trench (3.28" x Site Area)	0.34 ac-ft
FS	Factor of safety; no less than 2.0	2.00
L	Total length of additional proposed exfiltration trench (ft.)	71.00
K	Hydraulic conductivity (cfs/ft ² -ft. head)	6.09E-04
H_2	Depth to water table (ft.)	5.70
W	Trench width (ft.)	8.00
D_u	Non-saturated trench depth (ft.)	3.70
D_s	Saturated trench depth (ft.)	0.30
V_s	Additional Volume of stormwater stored in exfiltration trenches	0.15 ac-ft
V_s	Total Volume of stormwater stored in exfiltration trenches	0.33 ac-ft
T_L	Total Length of Exfiltration Trench	113 LF

POST-DEVELOPMENT STAGE STORAGE

Starting Stage = 12.00 NAVD
 Ending Stage = 18.50 NAVD
 Stage Increment = 0.50 Feet

Stage (NAVD)	Pavement (ac)	Sidewalk (ac)	Pervious (ac)	Retention Bank (ac)	Retention Bottom (ac)	Exfiltration Trench	Total Storage (ac-ft)
Area	0.72	0.06	0.28	0.06	0.02	0.33	
Start Elev.	14.40	14.50	14.50	14.00	14.00		
End Elev.	17.62	18.00	17.50	16.00			
	Linear	Linear	Linear	Linear	Vertical		
12.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
12.50	0.00	0.00	0.00	0.00	0.00	0.33	0.33
13.00	0.00	0.00	0.00	0.00	0.00	0.33	0.33
13.50	0.00	0.00	0.00	0.00	0.00	0.33	0.33
14.00	0.00	0.00	0.00	0.00	0.00	0.33	0.33
14.50	0.00	0.00	0.00	0.00	0.01	0.33	0.34
15.00	0.04	0.00	0.01	0.02	0.02	0.33	0.42
15.50	0.14	0.01	0.05	0.03	0.03	0.33	0.58
16.00	0.29	0.02	0.11	0.06	0.04	0.33	0.84
16.50	0.49	0.03	0.19	0.09	0.05	0.33	1.18
17.00	0.76	0.05	0.29	0.12	0.06	0.33	1.61
17.50	1.07	0.08	0.42	0.15	0.07	0.44	2.23
18.00	1.43	0.11	0.56	0.18	0.08	0.44	2.80

Post-Development 3-Year, 1- Hour Storm Event	
3-Year, 1-Hour Rainfall	2.60 in
Available Soil Storage	2.36 in
Residual Rainfall (Rainfall - Soil Storage)	0.24 in
Rainfall Runoff (Required Storage)	0.03 ac-ft
3-Year, 1-Hour Stage (From Stage Storage Table)	14.00 NAVD

The 3-year, 1-hour requirement is met in the proposed exfiltration trench at elevation 14.00 NAVD, which is lower than the perimeter elevation of the site

POST-DEVELOPMENT FLOOD ROUTING

Project Name: POST 05 - year, 1 - day
 Reviewer: TD
 Project Number: 11007.02
 Period Begin: Jan 01, 2000;0000 hr End: Jan 04, 2000;0000 hr Duration: 72 hr
 Time Step: 0.05 hr, Iterations: 10

Basin 1: 7-Eleven

Method: Santa Barbara Unit Hydrograph
 Rainfall Distribution: SFWMD - 24 hr
 Design Frequency: 5 year
 1 Day Rainfall: 7 inches
 Area: 1.25 acres
 Ground Storage: 2.36 inches
 Time of Concentration: 1 hours
 Initial Stage: 12 ft NAVD

Stage (ft NAVD)	Storage (acre-ft)
12.00	0.00
12.50	0.33
13.00	0.33
13.50	0.33
14.00	0.33
14.50	0.34
15.00	0.42
15.50	0.58
16.00	0.84
16.50	1.18
17.00	1.61
17.50	2.23
18.00	2.80

STRUCTURE MAXIMUM AND MINIMUM DISCHARGES

Struc	Max (cfs)	Time (hr)	Min (cfs)	Time (hr)

BASIN MAXIMUM AND MINIMUM STAGES

Basin	Max (ft)	Time (hr)	Min (ft)	Time (hr)
7-Eleven	15.25	33.90	12.00	0.00

BASIN WATER BUDGETS (all units in acre-ft)

Basin	Total Runoff	Structure Inflow	Structure Outflow	Initial Storage	Final Storage	Residual
7-Eleven	0.50	0.00	0.00	0.00	0.50	0.00

Project Name: POST 25 - year, 3 - day
 Reviewer: TD
 Project Number: 11007.02
 Period Begin: Jan 01, 2000;0000 hr End: Jan 04, 2000;0000 hr Duration: 72 hr
 Time Step: 0.05 hr, Iterations: 10

Basin 1: 7-Eleven

Method: Santa Barbara Unit Hydrograph
 Rainfall Distribution: SFWMD - 3day
 Design Frequency: 25 year
 3 Day Rainfall: 13 inches
 Area: 1.25 acres
 Ground Storage: 2.36 inches
 Time of Concentration: 1 hours
 Initial Stage: 12 ft NAVD

Stage (ft NAVD)	Storage (acre-ft)
12.00	0.00
12.50	0.33
13.00	0.33
13.50	0.33
14.00	0.33
14.50	0.34
15.00	0.42
15.50	0.58
16.00	0.84
16.50	1.18
17.00	1.61
17.50	2.23
18.00	2.80

STRUCTURE MAXIMUM AND MINIMUM DISCHARGES

Struc	Max (cfs)	Time (hr)	Min (cfs)	Time (hr)

BASIN MAXIMUM AND MINIMUM STAGES

Basin	Max (ft)	Time (hr)	Min (ft)	Time (hr)
7-Eleven	16.36	72.00	12.00	0.00

BASIN WATER BUDGETS (all units in acre-ft)

Basin	Total Runoff	Structure Inflow	Structure Outflow	Initial Storage	Final Storage	Residual
7-Eleven	1.09	0.00	0.00	0.00	1.09	0.00

Project Name: POST 100 - year, 3 - day

Reviewer: TD

Project Number: 11007.02

Period Begin: Jan 01, 2000;0000 hr End: Jan 04, 2000;0000 hr Duration: 72 hr

Time Step: 0.05 hr, Iterations: 10

Basin 1: 7-Eleven

Method: Santa Barbara Unit Hydrograph

Rainfall Distribution: SFWMD - 3day

Design Frequency: 100 year

3 Day Rainfall: 16.0001 inches

Area: 1.25 acres

Ground Storage: 2.36 inches

Time of Concentration: 1 hours

Initial Stage: 12 ft NAVD

Stage (ft NAVD)	Storage (acre-ft)
12.00	0.00
12.50	0.33
13.00	0.33
13.50	0.33
14.00	0.33
14.50	0.34
15.00	0.42
15.50	0.58
16.00	0.84
16.50	1.18
17.00	1.61
17.50	2.23
18.00	2.80

STRUCTURE MAXIMUM AND MINIMUM DISCHARGES

Struc	Max (cfs)	Time (hr)	Min (cfs)	Time (hr)

BASIN MAXIMUM AND MINIMUM STAGES

Basin	Max (ft)	Time (hr)	Min (ft)	Time (hr)
7-Eleven	16.74	72.00	12.00	0.00

BASIN WATER BUDGETS (all units in acre-ft)

Basin	Total Runoff	Structure Inflow	Structure Outflow	Initial Storage	Final Storage	Residual
7-Eleven	1.39	0.00	0.00	0.00	1.39	0.00



AAI File No. 20-1603
February 10, 2020

Creighton Construction & Management, LLC
900 SW Pine Island Rd, Suite 202
Cape Coral, FL 33991

Attention: Tara Creighton

**SUBSURFACE EXPLORATION AND
GEOTECHNICAL ENGINEERING EVALUATION
PROPOSED 7-ELEVEN – 1900 10TH AVENUE NORTH
LAKE WORTH BEACH, FLORIDA**

1.0 INTRODUCTION

In accordance with your request and authorization, Ardaman & Associates, Inc. has completed a subsurface exploration and geotechnical engineering evaluation for the above referenced project. We explored the general subsurface conditions in order to evaluate their suitability for the support of the proposed construction, to obtain a measure of pertinent engineering properties of subsurface materials, and to provide recommendations for site preparation and foundation design. Our work included Standard Penetration Test (SPT) borings, auger borings, a field permeability test and engineering analyses. This report describes our explorations and tests, reports their findings, and summarizes our conclusions and recommendations.

2.0 SITE LOCATION AND DESCRIPTION

The site is located at 1900 10th Avenue North (Section 21, Township 44 South, and Range 43 East) in Lake Worth Beach, Palm Beach County, Florida. The site was developed (an abandoned truck/automobile lot with a small maintenance/office building) with a one-story commercial building and the associated parking and drive areas. A site vicinity map is presented as our Figure 1.

3.0 PROJECT DESCRIPTION

We have examined a Conceptual Site Plan prepared by Keith, dated November 2019. A portion of this plan has been reproduced as our Boring Location Plan, Figure 2. This figure shows the approximate boring and test locations arranged on the site. It is our understanding that the project involves the construction of a 7-Eleven facility which includes razing the existing structures and constructing a one-story convenience store, new fuel tanks and a covered canopy along with the associated parking and drive areas. We understand the convenience store will have a combination of weight-bearing masonry walls and isolated columns. For construction of this type, we anticipate maximum wall loads on the order of 4 kips per lineal foot and maximum column loads (if any) on the order of 70 kips. We expect the canopy to be supported on steel or concrete columns with loads on the order of 15 to 20 kips.

If any of this information is incorrect or anticipated to change, we should be notified in writing and allowed to review the changes and make corrections to this report as needed.

4.0 FIELD EXPLORATION

4.1 SOIL BORINGS

To explore the subsurface conditions at the site, five (5) Standard Penetration Test (SPT) borings and two (2) auger borings were performed at the approximate locations shown on Figure 2. The SPT borings were terminated at depths of 15 to 25 feet, and the auger borings at depths of 5 feet below the existing ground surface. The soil borings were performed in general accordance with the procedures outlined in ASTM D-1586 (SPT borings) and ASTM D-1452 (auger borings). The boring logs and a description of our drilling and testing procedures are attached.

4.2 FIELD PERMEABILITY TEST

In order to estimate the hydraulic conductivity of the upper soils, a field permeability test was performed at the approximate location shown in Figure 2. This test was conducted in general accordance with the usual open-hole exfiltration test method described in the South Florida Water Management District (SFWMD) Permit Information Manual, Volume IV. Descriptions of the soils observed in the test borehole and the test results are presented in the attached field permeability test log. In brief, the exfiltration test yielded a hydraulic conductivity value of 6.09×10^{-4} cfs/sq - ft head.

4.3 GENERAL

Our field exploration was conducted on February 6 and 7, 2020. The boring and test locations were laid out in the field in reference to distinguishable property boundaries and existing site features. We estimate that the actual boring locations are within approximately 15 feet of the locations shown in Figure 2.

5.0 LABORATORY TESTING

Our drillers examined the soils recovered from the borings, placed the recovered soil samples in moisture proof containers, and maintained a log for each boring. The field soil boring logs and recovered soil samples were transported to our West Palm Beach soils laboratory from the project site. Each soil sample was then examined by an Engineer and visually classified and described in general accordance with the Unified Soil Classification System (USCS). The soil classifications and other pertinent data obtained from our explorations and laboratory examinations and tests are reported on the attached boring logs. The soil samples recovered from our explorations will be kept in our laboratory for 60 days, then discarded unless you request otherwise.

6.0 GENERAL SUBSURFACE CONDITIONS

The attached boring logs present a detailed description of the soils encountered at the locations and the depths explored. The soil stratification shown on the boring logs is based on examination of recovered soil samples and interpretation of the driller's field logs. It indicates only the approximate boundaries between soil types. The actual transitions between adjacent soil strata may be gradual and indistinct.

The borings were performed through existing pavement and encountered approximately 1.5 to 2 inches of asphalt and 7 to 9 inches of limerock base material. The soils below the pavement consisted generally of very loose fine sands to depths of 19 to 23 feet, followed by loose fine sands with some cemented sand and shell to the termination depth of our deepest borings at 25 feet.

7.0 GROUNDWATER CONDITIONS

Groundwater was encountered from about 9.2 to greater than 10 feet below the existing grades at the time our borings were completed. Drilling fluid was introduced below 10 feet that prevented accurate depth to groundwater measurements in boring location B-5. Groundwater levels on this site should be expected to vary throughout the year due to a variety of factors including recharge from rainfall and established drainage patterns. Groundwater levels somewhat above the present levels should be expected after major storm events and periods of heavy or prolonged rainfall.

8.0 DISCUSSIONS AND RECOMMENDATIONS

8.1 GENERAL

Based on the findings of our site exploration and our evaluation of the encountered subsurface conditions, we conclude that the soils underlying this site are generally satisfactory to support the proposed construction on conventional shallow foundations or on monolithic slab foundations. The bearing capacity of the near-surface sands should be improved in order to reduce the risk of unsatisfactory foundation performance. Following are specific recommendations for site preparation procedures and the design of foundation systems.

8.2 SITE PREPARATION RECOMMENDATIONS

8.2.1 Clearing

The building areas within lines five feet outside the building perimeters, and the areas to be paved, should be cleared of surface vegetation, trash, debris, topsoil and remnants of foundations and other former structures. Utility lines and any exfiltration trenches should be properly abandoned, removed or rerouted around the construction areas. Excavations made while removing unsuitable materials, utilities, etc. should be backfilled with approved granular fill placed and compacted in thin lifts as recommended below.

8.2.2 Proofrolling and Placement of Fill

The cleared areas should be proofrolled with a heavy weight (10-12 ton) vibratory roller. Any soft, yielding soils detected during the proofrolling operations should be excavated and replaced with approved fill conforming to the specifications below. Sufficient passes should be made during the proofrolling operations to produce minimum dry densities of 98 percent of the Modified Proctor (ASTM D-1557) maximum dry density value of the compacted subgrade soils to depths of 2 feet below the compacted surface. The proofrolled areas should receive not less than 10 overlapping passes, half of them in each of two perpendicular directions.

After the exposed surface has been proofrolled and tested to verify that the desired dry density has been obtained, the construction areas may be filled to the desired grades. All fill material should conform to the specifications below. It should be placed in uniform layers, not exceeding 12 inches in loose thickness, individually compacted with a heavy vibratory roller to a minimum dry density of 98 percent of the Modified Proctor maximum dry density value of the fill material.

We recommend that the site preparation contractor monitor the vibrations produced during the proofrolling operations so that they do not adversely affect any nearby structures present at the time of construction. Should there be concern about vibration levels produced by the compaction operations, a seismograph with a suitable indicator range may be arranged on the site while this work is undertaken. We remain available to assist you in this regard.

8.2.3 Final Compaction

Note that after completion of the general site preparation, when excavations for the construction of foundations or thickened slab edges are made through the compacted soils, the bottom of the foundation excavations should be compacted to densify soils loosened during or after the excavation process and washed or sloughed into the excavation prior to the placement of forms. A heavy-duty vibratory rammer should be used for this final compaction, immediately prior to the placement of reinforcing steel, with previously described minimum dry density requirements to be maintained below the foundation level.

After the foundations are cast and the forms are removed, backfill around the foundations should be placed in thin lifts, six inches or less in loose thickness, individually compacted with a heavy-duty vibratory rammer or vibratory plate compactor to a minimum dry density of 98 percent of the Modified Proctor maximum dry density value of the backfill material.

8.2.4 Fill Material Specifications

All fill material under the buildings and pavement should consist of clean sands or fragmented limerock, free of organics and other deleterious materials. The fill material should have not more than eight percent by dry weight passing the U.S. No. 200 sieve and no particle larger than 3 inches in diameter. Backfill behind walls, if any, should be particularly pervious, with not more than 4 percent by dry weight passing the U.S. No. 200 sieve.

8.2.5 Additional Recommendations

Care must be exercised prior to, during and after construction to prevent erosion effects or undermining of foundations. The integrity of the raised building "pad" must hence be maintained for a distance of at least five feet beyond the foundation levels, with gutters disposing of rainfall runoff beyond the pad limits.

Foundation concrete should not be cast over a foundation surface containing topsoil or organic soils, trash of any kind, surface made muddy by rainfall runoff, or groundwater rise, or loose soil caused by excavation or other construction work. Reinforcing steel should also be clean at the time of concrete casting. If such conditions develop during construction, the reinforcing steel must be lifted out and the foundation surface reconditioned and approved by the Foundation Engineer.

8.3 FOUNDATIONS

After the foundation soils have been prepared in accordance with the above site preparation recommendations, the site should be suitable for supporting the proposed structure on conventional shallow foundations or a “monolithic” slab proportioned for a maximum allowable bearing stress of 2,500 pounds per square foot (psf). Continuous foundations should be at least 18 inches wide, and individual column footings should have a minimum width of 24 inches; shallow foundations should bear at least 18 inches, and monolithic slab foundations at least 12 inches below adjacent finish grades.

8.3.1 Bearing Capacity and Settlements

Based upon the boring information and the assumed loading conditions, we estimate that the recommended allowable bearing stress will provide a minimum factor of safety in excess of two against bearing capacity failure. With the site prepared and the foundations designed and constructed as recommended, we anticipate total settlements of one inch or less, and differential settlement between adjacent similarly loaded footings of less than one half of an inch. For design purposes, we recommend using a subgrade reaction modulus of 125 pounds per cubic inch (pci) for all well compacted fine sands.

8.3.2 Slab-On-Grade

Ground floor slabs can be placed directly on the compacted subgrade. In our opinion, a highly porous base material is not necessary. We recommend the use of a polyolefin film vapor barrier with a minimum thickness of 10 mils. Care must be exercised in installing control joints shortly after placing the concrete, and in placing and maintaining the steel reinforcement at its designated elevation within the floor slab.

8.4 UNDERGROUND STORAGE TANKS

Loose fine sands with some cemented sand were encountered below depths of 19 feet, but no hard limestone or other hard “rock” layers were encountered that would be expected to pose a difficulty for tank excavation. Note that the groundwater was more than 9 feet below the existing grades at the time our borings were completed, but it could rise to higher elevations after major storm events and periods of heavy or prolonged rainfall.

Dewatering will be needed for deeper tank excavations to allow proper inspection, placement and compaction of the backfill. The dewatering scheme should be developed by the earthwork contractor. *Dewatering measures should be controlled so that the groundwater is not lowered under adjacent structures.*

The contractor is to be responsible for implementing all necessary safety measures to protect the adjacent properties and construction crews. The contractor, as a minimum, should comply with the latest editions of the OSHA standards for trenching and excavation.

8.5 QUALITY CONTROL

We recommend establishing a comprehensive quality assurance and control program to verify that all site preparation and foundation construction is conducted in accordance with the appropriate plans and specifications. Materials testing and inspection services should be provided by Ardaman & Associates, Inc.

At a minimum, an on-site engineering technician should monitor all stripping and grubbing to verify that all deleterious materials have been removed and should observe the proofrolling operation to verify that the appropriate numbers of passes are applied to the subgrade. In-situ density tests should be conducted during filling activities and below all footings and floor slabs to verify that the required densities have been achieved. In-situ density values should be compared to laboratory Proctor moisture-density results for each of the different natural and fill soils encountered. Finally, we recommend inspecting and testing the construction materials for the foundations and other structural components.

8.5.1 In-Place Density Testing Frequency

In Southeast Florida, earthwork testing is typically performed on an on-call basis when the contractor has completed a portion of the work. The test result from a specific location is only representative of a larger area if the contractor has used consistent means and methods and the soils are practically uniform throughout. The frequency of testing can be increased and full-time construction inspection can be provided to account for variations. We recommend that the following minimum testing frequencies be utilized.

In proposed structural areas, the minimum frequency of in-place density testing should be one test for each 2,500 square feet of structural area (minimum of five test locations). In-place density testing should be performed at this minimum frequency for a depth of 1 foot below natural ground and for every 1-foot lift of fill placed in the structural areas. In addition, density tests should be performed in each column footing for a depth of 2 feet below the bearing surface. For continuous or wall footings, density tests should be performed at a minimum frequency of one test for every 50 lineal feet of footing, and for a depth of 2 feet below the bearing surface.

Utility backfill should be tested at a minimum frequency of one in-place density test for each 12-inch lift for each 200 lineal feet of pipe. Additional tests should be performed in backfill for manholes, inlets, etc.

Representative samples of the various natural ground and fill soils should be obtained and transported to our laboratory for Proctor compaction tests. These tests will determine the maximum dry density and optimum moisture content for the materials tested and will be used in conjunction with the results of the in-place density tests to determine the degree of compaction achieved.

Please note that the reliance on Ardaman's recommendations presented herein is predicated on an Ardaman representative being onsite to verify that the all subgrade soils have been prepared and the foundations are installed in compliance with our report recommendations.

9.0 CLOSURE

This report has been prepared specifically for subject project. It is intended for the exclusive use of Creighton Construction & Management, LLC. and their representatives. Our work has used methods and procedures consistent with local foundation engineering practices. No other warranty, expressed or implied, is made. We do not guarantee project performance in any respect, only that our work meets normal standards of professional care. Environmental concerns, including (but not limited to) the possibility that hazardous materials or petroleum-contaminated soils or groundwater may be present on the subject site, were not included in the scope of work. The recommendations submitted in this report are based on the data obtained from our exploration program and our understanding of the proposed construction and loading conditions


as described herein. This report may not account for any variations that may exist between conditions observed in the borings and conditions at locations that were not explored. The nature and extent of any such variations may not become evident until construction is underway. If variations are then observed, we should be requested to review the conclusions and recommendations in this report.

In the event any changes occur in the design, nature or location of any project facilities, we should be requested to review the conclusions and recommendations in this report. We also recommend that we be requested to review the final foundation drawings and earthwork specifications so that our recommendations may be properly interpreted and implemented in the contract documents.

It has been a pleasure to assist you on this phase of your project. Please contact us whenever we may be of service to you, and please call if you have any questions concerning this report.

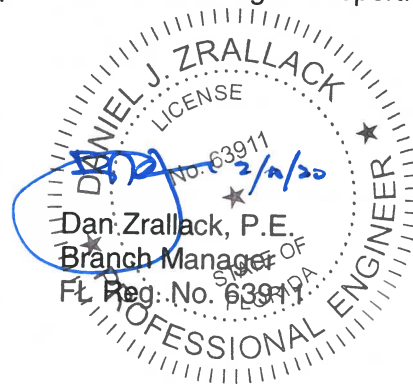
ARDAMAN & ASSOCIATES, INC.

FL. Certificate of Authorization No. 5950



2-20-20

Kevin Ferguson, P.E.
Geotechnical Engineer
Fla. Reg. No. 60712



- Attachments:
- Site Vicinity Map - Figure 1
 - Boring Location Plan - Figure 2
 - Subsurface Exploration Information
 - SPT Boring Logs (5)
 - Auger Boring Logs (2)
 - Field Permeability Test Log



File No.: 20-1603
 Prepared By: KF
 Date: 2/10/20

SITE VICINITY MAP
 Figure No. 1

SUBSURFACE EXPLORATION
 1900 10th AVENUE NORTH
 LAKE WORTH BEACH, FLORIDA

Ardaman & Associates, Inc.
 Geotechnical, Environmental & Materials Consultants
 2200 N. Florida Mango Road, Suite 101
 West Palm Beach, Florida 33409
 Phone: (561) 687 9200 / Fax: (561) 640 7375



N.T.S.



File No.: 20-1603
 Prepared By: KF
 Date: 2/10/20

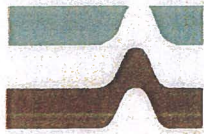
BORING LOCATION PLAN

Figure No. 2

SUBSURFACE EXPLORATION
 1900 10th AVENUE NORTH
 LAKE WORTH BEACH, FLORIDA

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Ardaman & Associates, Inc.

Geotechnical, Environmental and
Materials Consultants

SUBSURFACE EXPLORATION INFORMATION

GENERAL

Our borings describe subsurface conditions only at the locations drilled and at the time drilled. They provide no information about subsurface conditions below the bottom of the boreholes. At locations not explored, surface conditions that differ from those observed in the borings may exist and should be anticipated.

The information reported on our boring logs is based on our drillers' logs and on visual examination in our laboratory of disturbed soil samples recovered from the borings. The distinction shown on the logs between soil types is approximate only. The actual transition from one soil to another may be gradual and indistinct.

The groundwater depth shown on our boring logs is the water level the driller observed in the borehole when it was drilled. These water levels may have been influenced by the drilling procedures, especially in borings made by rotary drilling with bentonitic drilling mud. An accurate determination of groundwater level requires long-term observation of suitable monitoring wells. Fluctuations in groundwater levels throughout the year should be anticipated.

The absence of a groundwater level on certain logs indicates that no groundwater data is available. It does not mean that no groundwater will be encountered at that boring location.

STANDARD PENETRATION TEST BORINGS

The Standard Penetration Test is a widely accepted method of testing foundation soils in place. The N-Value obtained from the test has been correlated empirically with various soil properties. These empirical correlations allow satisfactory estimates to be made of how the soil is likely to behave when subjected to foundation loads. Tests are usually performed in the boreholes at intervals of five feet. In addition, our Firm performs tests continuously in the interval directly below the expected foundation bearing grade where the soil will be most highly stressed.

Boreholes where Standard Penetration Tests will be performed are drilled with a truck-mounted drilling rig. The boreholes are advanced by rotary drilling with a winged bit that makes a hole about three inches in diameter. A bentonitic drilling mud is recirculated in order to remove the cuttings and support the walls of the borehole. The drag bit is specially modified to direct the mud upward and reduce disturbance of the soil ahead of the bit. If access is not available for our truck-mounted drilling equipment, portable tripod drilling equipment can be used instead.

Occasionally, running or squeezing ground is encountered that cannot be stabilized by the drilling mud alone. In addition, drilling mud may be lost into the soil or rock strata that are unusually pervious. In such cases, flush-joint steel casing with an outside diameter of about 3.5 inches is driven as a liner for the borehole.

After the borehole has been advanced to the depth where a Standard Penetration Test will be performed, the soil sampler used to run the test is attached to the end of the drill rods and lowered to the bottom of the borehole. The testing procedure used conforms closely to the methods recommended in ASTM D-1586. The sampler used has a split-barrel 24 inches long and an outside diameter of 2.0 inches. It is driven into the ground below the bottom of the borehole using a hammer that weighs 140 pounds and falls 30 inches. The driller records the number of hammer blows needed to advance the sampler in successive increments of six inches. The total number of blows required to advance the sampler the second and third six-inch increments constitutes the test result; that is, the N-value at the depth. The test is completed after the sampler has been driven not more than 24 inches or when refusal is encountered, whichever occurs first. Refusal occurs when 50 hammer blows advance the sampler less than 6 inches. After the test is completed, the sampler is removed from the borehole and opened.

The driller examines and classifies the soil recovered by the sampler, place representative soil specimens from each test in glass jars or plastic bags and take them to our laboratory. In the laboratory, additional evaluations and tests are performed, if needed. The driller's classifications may be adjusted, if necessary, to conform more closely with the Unified Soil Classification System (USCS). Jar samples are retained in our laboratory for sixty days, then discarded unless our clients request otherwise.

The following tables relate N-values to a qualitative description of the relative soil density.

Cohesionless Soils	Description	SPT N Value
	Very loose	0-4
	Loose	5-9
	Medium dense	10-29
	Dense	30-49
	Very dense	50+

Cohesive Soils	Description	SPT N Value
	Very soft	0-2
	Soft	3-4
	Medium stiff	5-8
	Stiff	9-15
	Very stiff	16-30
	Hard	31+

HAND AUGER BORINGS

Hand auger borings are used, if soil conditions are favorable, when the soil strata are to be determined within a shallow (approximately 5 foot) depth, or when access is not available for our truck-mounted drilling equipment. The testing procedure used conforms closely to the methods recommended in ASTM D-1452. A portable, manually operated, 3-inch diameter bucket auger with a cutting head is simultaneously turned and pressed into the ground. The bucket auger is retrieved at approximately 6-inch increments and its content emptied for inspection. The soil samples obtained are described and representative samples put in jars or bags and transported to our laboratory for further classification and testing, if necessary.

SFWM EXFILTRATION TESTS

In order to estimate the hydraulic conductivity of the upper soils, constant head or falling head exfiltration tests can be performed. These tests are performed in accordance with methods described in the South Florida Water Management District (SFWMD) Permit Information Manual, Volume IV. In brief, a 6 to 9 inch diameter test hole is augered to the desired test depth (typically 6 feet), then a screen is lowered into the test hole, the depths of the test hole and groundwater level are recorded, then the surroundings of the test hole are saturated by pouring water into the screen as needed to maintain the water level in the test hole at the ground surface for 10 minutes.

If a constant head test is performed, the rate of pumping will be recorded at fixed intervals of 1 minute for a total of 10 minutes, following the saturation period.

If a falling head test is performed (typically for relatively high permeability soils), water is added until the water level reaches the ground surface. Then the water flow is stopped and the drop in water level for discrete time intervals is recorded until the water level in the test hole has dropped to at least half the distance to the groundwater table.

LEGEND FOR BORING LOGS

The following abbreviations are often used in our boring logs:

- MC: Moisture content (percent of dry weight)
- OC: Organic content (percent of dry weight)
- PL: Moisture content at the plastic limit
- LL: Moisture content at the liquid limit
- PI: Plasticity index (LL-PL)
- Qu: Unconfined compressive strength (tons per square foot, unless otherwise noted)
- 200: Percent passing a No. 200 sieve (200 wash)



Ardaman & Associates, Inc.

STANDARD PENETRATION TEST BORING LOG

BORING B-1

PROJECT: 7-Eleven-1900 10th Avenue North
Lake Worth Beach, Florida

FILE No.: 20-1603

BORING LOCATION: As per plan.

DRILL CREW: DG/NH

WATER OBSERVED AT DEPTH 9.5 feet.

DATE DRILLED: 2/06/20

DEPTH (FEET)	SYMBOLS FIELD TEST DATA	SOIL DESCRIPTION	SAMPLE No.	N VALUE	N VALUE															
					5	10	15	20	25	30	35	40	45							
0		Asphalt=2.0 inches; Limerock base=7.0 inches																		
		Brown fine sand																		
		Light brown fine sand																		
		Brown fine sand																		
		Light yellowish brown fine sand	1	3																
	1/6 1/6 2/6 3/6		2	4																
	2/6 2/6 3/6 3/6		3	5																
	3/6 3/6 2/6 3/6	Light orangish brown fine sand																		
	1/6 1/6 1/6 1/6	Orangish brown fine sand	4	2																
	1/6 2/6 5/6 6/6	Gray fine sand	5	7																
	4/6 4/6 3/6 2/6	Gray fine sand, some cemented sand and shell	6	7																
		Boring terminated at 25 feet	7	7																

NOTES: Hand augered to 4 feet to clear shallow utilities.
Boring terminated at 25 feet.

FIELD TEST DATA ARE "BLOWS"/"INCHES DRIVEN" 140-LB HAMMER, 30-INCH FALL. (ASTM D-1586)



Ardaman & Associates, Inc.

**STANDARD PENETRATION TEST BORING LOG
BORING B-2**

PROJECT: 7-Eleven-1900 10th Avenue North
Lake Worth Beach, Florida

FILE No.: 20-1603

BORING LOCATION: As per plan.

DRILL CREW: DG/NH

WATER OBSERVED AT DEPTH 9.3 feet.

DATE DRILLED: 2/07/20

DEPTH (FEET)	SYMBOLS FIELD TEST DATA	SOIL DESCRIPTION	SAMPLE No.	N VALUE	N VALUE															
					1	2	3	4	5	6	7	8	9	10						
0		Asphalt=2.0 inches; Limerock base=7.0 inches																		
		Light gray fine sand																		
5	1/6 1/6 2/6 2/6 3/6 3/6 3/6 4/6 4/6 4/6	Brown fine sand	1	3																
		Light orangish brown fine sand	2	6																
		Orangish brown fine sand	3	7																
10																				
	1/6 2/6 2/6 3/6	Brown to slightly orangish brown fine sand	4	4																
15																				
	2/6 1/6 2/6 1/6	Brownish gray fine sand	5	3																
20																				
	4/6 4/6 4/6 6/6	Grayish brown to brown fine sand, some cemented sand and shell	6	8																
25		Boring terminated at 25 feet																		
30																				

NOTES: Hand augered to 4 feet to clear shallow utilities.
Boring terminated at 25 feet.

FIELD TEST DATA ARE "BLOWS"/"INCHES DRIVEN" 140-LB HAMMER, 30-INCH FALL. (ASTM D-1586)



Ardaman & Associates, Inc.

**STANDARD PENETRATION TEST BORING LOG
BORING B-3**

PROJECT: 7-Eleven-1900 10th Avenue North
Lake Worth Beach, Florida

FILE No.: 20-1603

BORING LOCATION: As per plan.

DRILL CREW: DG/NH

WATER OBSERVED AT DEPTH 9.2 feet.

DATE DRILLED: 2/06/20

DEPTH (FEET)	SYMBOLS FIELD TEST DATA	SOIL DESCRIPTION	SAMPLE No.	N VALUE	N VALUE															
					5	10	15	20	25	30	35	40	45							
0		Asphalt=1.8 inches; Limerock base=9.0 inches																		
		Light gray fine sand																		
		Dark brown fine sand to slightly silty fine sand	1																	
		Orangish brown fine sand	2	8																
		Orangish brown to light orangish brown fine sand	3	5																
			4	7																
			5	3																
15		Boring terminated at 15 feet																		
20																				
25																				
30																				

NOTES: Hand augered to 4 feet to clear shallow utilities.
Boring terminated at 15 feet.

FIELD TEST DATA ARE "BLOWS"/"INCHES DRIVEN" 140-LB HAMMER, 30-INCH FALL. (ASTM D-1586)



Ardaman & Associates, Inc.

**STANDARD PENETRATION TEST BORING LOG
BORING B-4**

PROJECT: 7-Eleven-1900 10th Avenue North
Lake Worth Beach, Florida

FILE No.: 20-1603

BORING LOCATION: As per plan.

DRILL CREW: DG/NH

WATER OBSERVED AT DEPTH 9.3 feet.

DATE DRILLED: 2/07/20

DEPTH (FEET)	SYMBOLS FIELD TEST DATA	SOIL DESCRIPTION	SAMPLE No.	N VALUE	N VALUE															
					5	10	15	20	25	30	35	40	45							
0		Asphalt=2.0 inches; Limerock base=8.0 inches																		
		Brown fine sand																		
		Light brown fine sand																		
5	1/6 2/6 1/6 2/6 2/6	Dark reddish brown fine sand to slightly silty fine sand	1	3																
	2/6 3/6 4/6	Orangish brown fine sand	2	5																
10	3/6 4/6 4/6 5/6		3	8																
15	2/6 2/6 2/6 4/6	Brown to slightly orangish brown fine sand	4	4																
20	1/6 2/6 1/6 2/6	Brown fine sand	5	3																
		Boring terminated at 20 feet																		
25																				
30																				

NOTES: Hand augered to 4 feet to clear shallow utilities.
Boring terminated at 20 feet.

FIELD TEST DATA ARE "BLOWS"/"INCHES DRIVEN" 140-LB HAMMER, 30-INCH FALL. (ASTM D-1586)



Ardaman & Associates, Inc.

**STANDARD PENETRATION TEST BORING LOG
BORING B-5**

PROJECT: 7-Eleven-1900 10th Avenue North
Lake Worth Beach, Florida

FILE No.: 20-1603

BORING LOCATION: As per plan.

DRILL CREW: DG/NH

WATER OBSERVED AT DEPTH Greater than 10 feet

DATE DRILLED: 2/07/20

DEPTH (FEET)	SYMBOLS FIELD TEST DATA	SOIL DESCRIPTION	SAMPLE No.	N VALUE	N VALUE															
					5	10	15	20	25	30	35	40	45							
0		Asphalt=1.5 inches; Limerock base=8.0 inches																		
		Brown fine sand																		
		Light brown fine sand																		
5	1/6 2/6 1/6 2/6	Brown fine sand	1	3																
	2/6 1/6 2/6 2/6		2	3																
10	2/6 2/6 2/6 2/6	Brown to slightly orangish brown fine sand	3	4																
	2/6 3/6 3/6 6/6	Brown to yellowish brown fine sand	4	6																
15		Boring terminated at 15 feet																		
20																				
25																				
30																				

NOTES: Hand augered to 4 feet to clear shallow utilities.
Boring terminated at 15 feet.

FIELD TEST DATA ARE "BLOWS"/"INCHES DRIVEN" 140-LB HAMMER, 30-INCH FALL. (ASTM D-1586)



Ardaman & Associates, Inc.

HAND AUGER BORING LOG BORING HA-1

PROJECT: 7-Eleven-1900 10th Avenue North
Lake Worth Beach, Florida


FILE No.: 20-1603

BORING LOCATION: As per plan.

DRILL CREW: DG/NH

WATER OBSERVED AT DEPTH Greater than 5 feet.

DATE DRILLED: 2/07/20

DEPTH	SYMBOL	SOIL DESCRIPTION	SAMPLE No.
0		Asphalt=2.0 inches; Limerock base=8.0 inches	
		Brown fine sand	
		Light brown fine sand	
		Brown fine sand	
5			
10			
15			

NOTES: Boring terminated at about 5 feet.



Ardaman & Associates, Inc.

HAND AUGER BORING LOG

BORING HA-2

PROJECT: 7-Eleven-1900 10th Avenue North
Lake Worth Beach, Florida

FILE No.: 20-1603

BORING LOCATION: As per plan.

DRILL CREW: DG/NH

WATER OBSERVED AT DEPTH Greater than 5 feet.

DATE DRILLED: 2/07/20

DEPTH	SYMBOL	SOIL DESCRIPTION	SAMPLE No.
0		Asphalt=1.5 inches; Limerock base=8.0 inches	
		Brown fine sand	
		Dark brown fine sand to slightly silty fine sand	
5		Dark brown to slightly reddish brown fine sand	
10			
15			

NOTES: Boring terminated at about 5 feet.



Ardaman & Associates, Inc.

**FIELD PERMEABILITY TEST LOG
SFWMD USUAL OPEN-HOLE TEST**

EX-1

PROJECT: 7-Eleven-1900 10th Avenue North
Lake Worth Beach, Florida

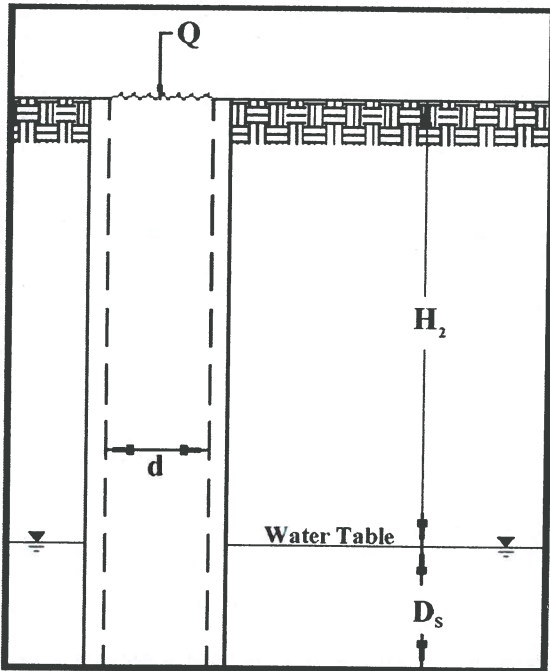
FILE No.: 20-1603

TEST LOCATION: As per plan.

DRILL CREW: DG/NH

GROUNDWATER OBSERVED AT DEPTH Greater than 6 feet.

TEST DATE: 2/06/20



$$K = \frac{4Q}{\pi d(2H_2^2 + 4H_2D_s + H_2d)}$$

Q ["Stabilized" Flow Rate (cfs)] = 1.33×10^{-2}

K [Hydraulic Conductivity (cfs/sqft - ft head)] = 6.09×10^{-4}

d [Diameter of Test Hole (ft)] = 0.375

H₂ [Depth to Water Table (ft)] = 6+

* D_s [Saturated Hole Depth (ft)] = 0

* By Groundwater

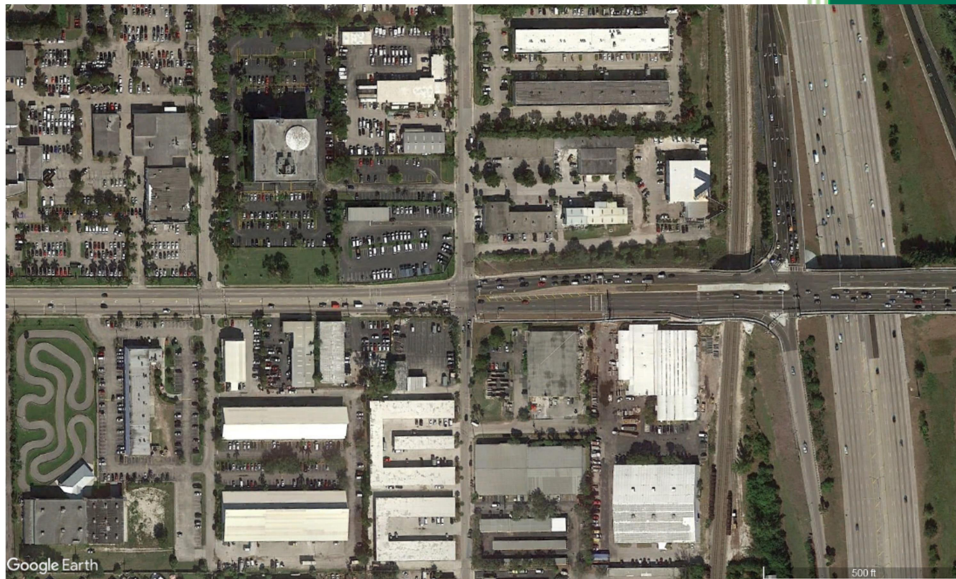
DEPTH	SYMBOLS	SOIL DESCRIPTION	SAMPLE No.
0		Asphalt=1.8 inches; Limerock base=9.0 inches	
1		Light gray fine sand	
2			
3			
4		Dark brown slightly silty fine sand	
5		Orangish brown fine sand	
6			

NOTES: Boring terminated at 6 feet.

7-Eleven

1900 10th Avenue North
Lake Worth, Florida 33461

Traffic Impact Study



May 14, 2020

Prepared By:
Lisa S. Bernstein, PE

7660 NW 6 Court

Plantation, Florida 33324

7-Eleven

**1900 10th Avenue North
Lake Worth, Florida 33461**

Traffic Impact Study

May 2020

Prepared For:

Creighton Construction & Management, LLC
900 SW Pine Island Road, Suite 202
Cape Coral, Florida 33991

Prepared By:

Lisa S. Bernstein, PE
7660 NW 6 Court
Plantation, Florida 33324

TRAFFIC IMPACT STUDY

7-Eleven

1900 10th Avenue North

Lake Worth, Florida 33461

Introduction

7-Eleven is proposing to construct a convenience market (with Laredo Taco inside) and gas station at 1900 10th Avenue North, Lake Worth, Florida. The proposed 7-Eleven will replace an existing truck rental lot located on the northwest corner of 10th Avenue North and Barnett Drive. The City of Lake Worth and Palm Beach County are requesting a Traffic Impact Study for the proposed redevelopment.

This Traffic Impact Study is prepared in accordance with the *Palm Beach County Unified Land Development Code, Article 12: Traffic Performance Standards (TPS)* which states:

This standard consists of two tests. The first test relates to the Buildout Period of the Project and requires that the Project not add Traffic in the Radius of Development Influence which would have Total Traffic exceeding the Adopted LOS at the end of the Buildout Period. The second test relates to the evaluation of traffic five years in the future and requires that the Project not add Traffic in the Radius of Development Influence which would have Total Traffic exceeding the Adopted LOS at the end of the Five-Year Analysis Period. Total Traffic for Test 2 is based in part upon Background Traffic information from the TPS Database.

Buildout of the project, for this analysis, is anticipated to be in 2022

Existing Conditions

There are two (2) roadways next to the proposed development:

- 10th Avenue North – A five-lane, east-west roadway with a 35 MPH speed limit to the east and a 40 MPH speed limit to the west.
- Barnett Drive – A two-lane, north-south roadway with a 25 MPH speed limit.

There is currently a closed truck rental business on the site. The existing site has full access from Barnett Drive, 120 feet north of 10th Avenue North. The Palm Beach County Property Appraiser information is included in Appendix A.

The existing location is shown in Figure 1.

Proposed Conditions

The redevelopment of the site will result in the proposed 7-Eleven with a 4,230 SF convenience store, a 500 SF Laredo Taco (inside the store), 14 fueling positions (7 MUPD's) and no car wash. The full access opening on Barnett will be revised to be an additional 10 feet further north of the intersection. A full access opening is proposed on 10th Avenue North at the west end of the site. The access on 10th Avenue North has been discussed with Palm Beach County and is permitted. The proposed site plan is included in Appendix B.



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Plantation, Florida 33324

Project Location

Figure 1
7-Eleven
Lake Worth, Florida

Trip Generation

Trip generation calculations for the existing and proposed land use designations are based on trip generation rates and equations published by Palm Beach County Trip Generation Rates, March 26, 2019 and the Institute of Transportation Engineers (ITE), *Trip Generation Manual, 10th Edition*. ITE Land Use Code (LUC) 841, Automobile Sales (Used) is used for the truck rental business (per Palm Beach County approval) for the existing site. FDOT Gas Station with Convenience Store and ITE LUC 933, Fast Food Restaurant w/out Drive-Thru (for Laredo Taco) from Palm Beach County are used for the proposed development. The pass-by rate of 61% is applied to the total trips generated by the Gas Station with Convenience Store and 45% is applied to the Laredo Taco.

The existing development includes a 1,650 SF truck rental business. The proposed development includes a 4,230 SF convenience market with 14 fueling stations (6 MUPD's) and a 500 SF Laredo Taco, inside the store. The Daily, AM Peak Hour and PM Peak Hour volumes are shown in Table 1.

The proposed 7-Eleven will generate 1,367 net new daily trips, 94 net new AM Peak Hour trips and 94 net new PM Peak Hour trips. Appendix C contains both the ITE and Palm Beach County Trip Generation Rates and Equations.

Radius of Development Influence and Trip Distribution

The Radius of Development Influence (RDI) for Test 1 and Test 2 is based on the Traffic Performance Standards Table 12.B.2.D-7 3A. Using the Test 1 RDI Table and a Net New AM and PM Peak Hour of 94 trips, the RDI is one (1) mile. Figure 2 illustrates the one (1) mile RDI.

The trip distribution and traffic assignment for the one (1) mile RDI is based on the Florida Department of Transportation (FDOT) count stations, the surrounding roadway characteristics and current traffic volumes. Figure 3 details the trip distribution within the one (1) mile RDI.

Appendix D contains Table 12.B.2.D-7 3A.

**Table 1
Trip Generation**

Land Use	ITE Code	Intensity	Daily Trips	AM Peak Hour			PM Peak Hour		
				In	Out	Total	In	Out	Total
Existing									
Automobiles Sales (Used)	841	1,650 SF	45	3	1	4	3	3	6
Total			45	3	1	4	3	3	6
Proposed									
Gas Station w/ Convenience Store	FDOT	4,230 SF 14 FP	3,400	119	119	238	119	119	238
Pass-By (61%)			2,074	73	74	146	73	73	146
Sub-Total			1,326	46	45	91	46	46	92
Fast Food Restaurant w/o DT	933	500 SF	173	8	5	13	7	7	14
Pass-by (45%)			78	3	2	6	3	3	6
Sub-Total			95	4	3	7	4	4	8
Total Proposed			1,421	50	48	98	50	50	100
Net New Total (Proposed - Existing)			1,376	47	47	94	47	47	94
Driveway Total			3,573	127	124	251	126	126	252

Source: Palm Beach County Trip Generation Rates (March 26, 2019) and ITE 10th Edition

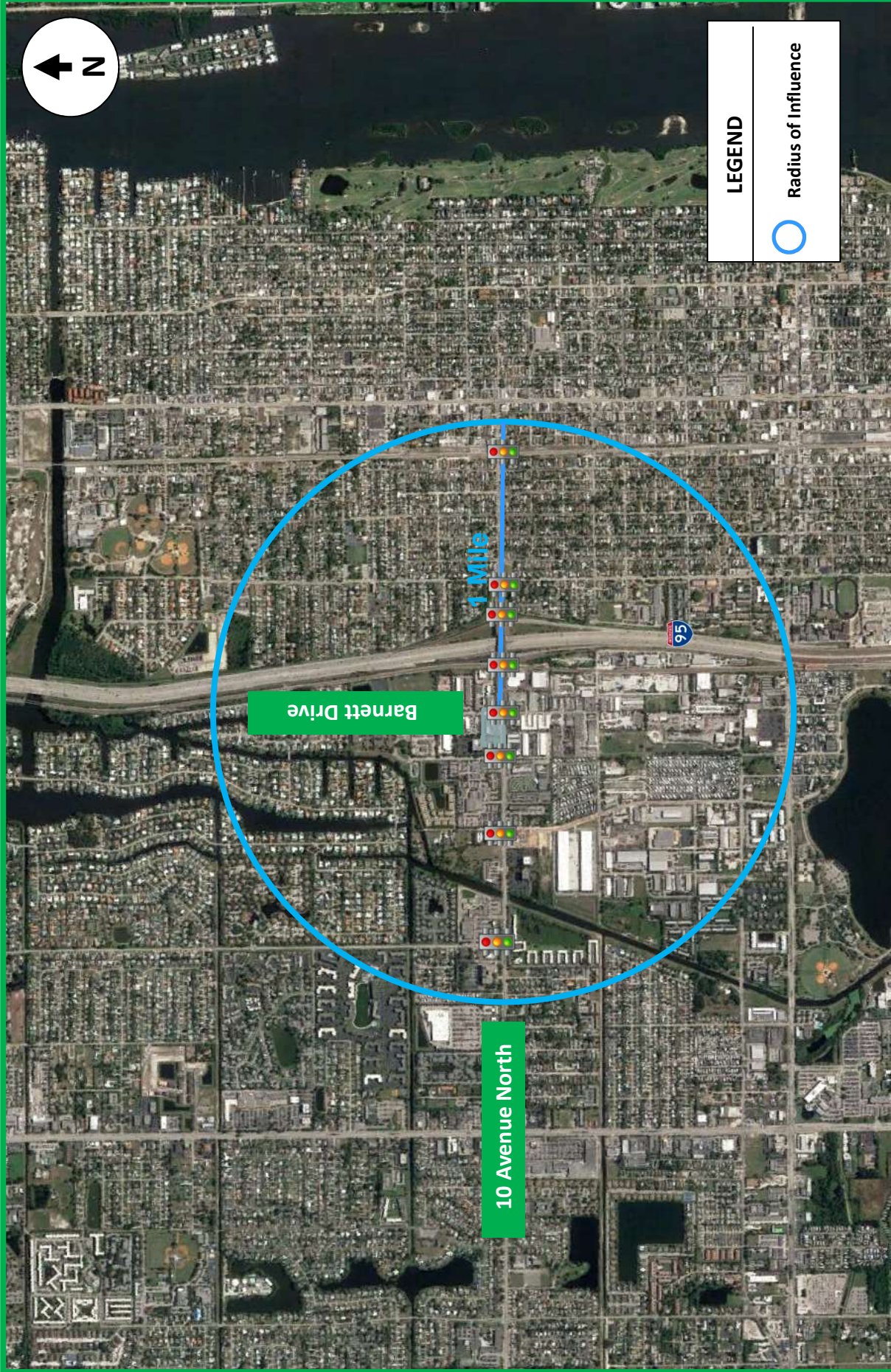


Figure 2
7-Eleven
Lake Worth, Florida

Radius of Development
Influence

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Plantation, Florida 33324



Figure 3
7-Eleven
Lake Worth, Florida

Trip Distribution

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 7660 NW 6 Court
 Plantation, Florida 33324

Test 1 and Test 2 – Link Analysis

Test 1 is an analysis of project traffic on the links identified within the Radius of Influence to determine Significance. The peak hour directional volumes of the project are compared to the applicable thresholds in Table 12.B.2.C-1 1A LOS D - Link Service Volumes. A roadway link is considered Significant if the Net Trips assigned to that link are greater than one percent (1%) of the Level of Service (LOS) D link volume within the RDI and greater than five percent (5%) of the Level of Service (LOS) E link volume outside the RDI. Table 12.B.2.C-1 1A LOS D - Link Service Volumes is included in Appendix D.

For Test 2, the Links within the Radius of Development Influence are considered significant if the peak hour peak direction Net Trips are greater than three percent (3%) of the LOS E Link Service Volume compared to the thresholds in Table 12.B.2.C-4, 2A LOS E - Link Service Volumes. Also significant are those links outside the Radius of Development Influence on which its Net Trips are greater than five percent (5%) of the LOS E Link Service Volumes. Table 12.B.2.C-4, 2A LOS E Link Service Volumes is included in Appendix D.

Table 2 details the links within the RDI, the peak hour project traffic using the Net New trip generation and distribution, and link significance for the Test 1 LOS D Link Service Volumes. As can be seen in the table, there are two (2) significant links (1% or more of the LOS D Service Volume) on 10th Avenue North within the RDI.

For Test 2, the Net Trips will not be greater than three percent (3%) of the LOS E Link Service Volume within the RDI and will not have a greater than five percent (5%) of the Level of Service (LOS) E link volume outside the RDI for Test 1. Table 3 details the links within the RDI, the peak hour project traffic using the Net New trip generation and distribution, and link significance for the Test 2 LOS E Link Service Volumes. As can be seen in the table, there are no significant links (3% or more of the LOS D Service Volume) on 10th Avenue North within the RDI.

Table 2
Test 1 - Link Analysis
1900 10th Avenue North

Link	From:	To:	Direction	Class	Facility Type	LOS D Capacity	AM Peak Hour - Net New Project Traffic				PM Peak Hour - Net New Project Traffic				Project Impact			
							Incoming = 47		Outgoing = 47		Incoming = 47		Outgoing = 47		AM Peak Hour	PM Peak Hour	%	%
							% Assign	Trips	% Assign	Trips	% Assign	Trips	% Assign	Trips	Impact Significant	Impact Significant		
	Summer Street	Florida Mango Road	EB	II	5L	1,770	28%	13	28%	13	28%	13	No	No	0.74%	No		
			WB	II	5L	1,770								No	No	0.74%	No	
	Florida Mango Road	Boutwell Road	EB	II	5L	1,770	38%	18	38%	18	38%	18	No	No	1.00%	No		
			WB	II	5L	1,770								No	No	1.00%	No	
	Boutwell Road	Barnett Drive	EB	II	5L	1,770	47%	22	47%	22	47%	22	Yes	Yes	1.25%	Yes		
			WB	II	5L	1,770								Yes	Yes	1.25%	Yes	
10th Avenue North	Barnett Drive	I-95	EB	II	5L	1,770	47%	22	47%	22	47%	22	Yes	Yes	1.25%	Yes		
			WB	II	5L	1,770								Yes	Yes	1.25%	Yes	
	I-95	I-95		II	5L	1,770	37%	17	37%	17	37%	17	No	No	0.98%	No		
				II	5L	1,770								No	No	0.98%	No	
	I-95	North A Street	EB	II	4D	1,770	24%	11	24%	11	24%	11	No	No	0.64%	No		
			WB	II	4D	1,770								No	No	0.64%	No	
	North A Street	North Dixie Highway	EB	II	4D	1,770	16%	8	16%	8	16%	8	No	No	0.42%	No		
			WB	II	4D	1,770								No	No	0.42%	No	
Florida Mango Road	Palm Road	10th Avenue North	NB	I	2L	880	10%	5	10%	5	10%	5	No	No	0.53%	No		
			SB	I	2L	880								No	No	0.53%	No	
Barnett Road	Barcelona Avenue	10th Avenue North	NB	I	2L	880	2%	1	2%	1	2%	1	No	No	0.22%	No		
			SB	I	2L	880								No	No	0.11%	No	
Boutwell Road	10th Avenue North	7th Avenue North	NB	I	2L	880	4%	2	4%	2	4%	2	No	No	0.21%	No		
			SB	I	2L	880								No	No	0.21%	No	
	10th Avenue North	Lake Worth Road	NB	I	2L	880	9%	4	9%	4	9%	4	No	No	0.48%	No		
			SB	I	2L	880								No	No	0.48%	No	
I-95	Forest Hill Boulevard	10th Avenue North	NB	N/A	10X	9,320	13%	6	13%	6	13%	6	No	No	0.07%	No		
			SB	N/A	10X	9,320								No	No	0.07%	No	
	10th Avenue North	6th Avenue South	NB	N/A	10X	9,320	10%	5	10%	5	10%	5	No	No	0.05%	No		
			SB	N/A	10X	9,320								No	No	0.05%	No	
North A Street	22nd Avenue North	10th Avenue North	NB	I	2L	880	4%	2	4%	2	4%	2	No	No	0.21%	No		
			SB	I	2L	880								No	No	0.21%	No	
	10th Avenue North	Lake Worth Road	NB	I	2L	880	4%	2	4%	2	4%	2	No	No	0.21%	No		
			SB	I	2L	880								No	No	0.21%	No	

Table 3
Test 2 - Link Analysis
1900 10th Avenue North

Link	From:	To:	Direction	Class	Facility Type	LOS E Capacity	AM Peak Hour - Net New Project Traffic				PM Peak Hour - Net New Project Traffic				Project Impact				
							Incoming = 47		Outgoing = 47		Incoming = 47		Outgoing = 47		AM Peak Hour	PM Peak Hour			
							% Assign	Trips	% Assign	Trips	% Assign	Trips	% Assign	Trips	Impact	Significant	Impact	Significant	
10th Avenue North	Summer Street	Florida Mango Road	EB	II	5L	1,870	28%	13	28%	13	28%	13	28%	13	0.70%	No	0.70%	No	
			WB	II	5L	1,870										0.70%	No	0.70%	No
	Florida Mango Road	Boutwell Road	EB	II	5L	1,870	38%	18	38%	18	38%	18	38%	18	0.95%	No	0.95%	No	
			WB	II	5L	1,870										0.95%	No	0.95%	No
	Boutwell Road	Barnett Drive	EB	II	5L	1,870	47%	22	47%	22	47%	22	47%	22	1.18%	No	1.18%	No	
			WB	II	5L	1,870										1.18%	No	1.18%	No
10th Avenue North	Barnett Drive	I-95	EB	II	5L	1,870	47%	22	47%	22	47%	22	47%	22	1.18%	No	1.18%	No	
			WB	II	5L	1,870										1.18%	No	1.18%	No
	I-95	North A Street	EB	II	4D	1,870	23%	11	23%	11	23%	11	23%	11	0.58%	No	0.58%	No	
			WB	II	4D	1,870										0.58%	No	0.58%	No
10th Avenue North	North A Street	North Dixie Highway	EB	II	4D	1,870	15%	7	15%	7	15%	7	15%	7	0.38%	No	0.38%	No	
			WB	II	4D	1,870										0.38%	No	0.38%	No
Florida Mango Road	Palm Road	10th Avenue North	NB	I	2L	880	10%	5	10%	5	10%	5	10%	5	0.53%	No	0.53%	No	
			SB	I	2L	880										0.53%	No	0.53%	No
Barnett Road	Barcelona Avenue	10th Avenue North	NB	I	2L	880	1%	0	1%	1	1%	0	1%	1	0.17%	No	0.17%	No	
			SB	I	2L	880										0.05%	No	0.05%	No
	10th Avenue North	7th Avenue North	NB	I	2L	880	3%	1	3%	1	3%	1	3%	1	0.16%	No	0.16%	No	
			SB	I	2L	880										0.16%	No	0.16%	No
Boutwell Road	10th Avenue North	Lake Worth Road	NB	I	2L	880	9%	4	9%	4	9%	4	9%	4	0.48%	No	0.48%	No	
			SB	I	2L	880										0.48%	No	0.48%	No
I-95	Forest Hill Boulevard	10th Avenue North	NB	N/A	10LX	10,580	13%	6	13%	6	13%	6	13%	6	0.06%	No	0.06%	No	
			SB	N/A	10LX	10,580										0.06%	No	0.06%	No
	10th Avenue North	6th Avenue South	NB	N/A	10LX	10,580	10%	5	10%	5	10%	5	10%	5	0.04%	No	0.04%	No	
North A Street	22nd Avenue North	10th Avenue North	NB	I	2L	880	4%	2	4%	2	4%	2	4%	2	0.21%	No	0.21%	No	
			SB	I	2L	880										0.21%	No	0.21%	No
	10th Avenue North	Lake Worth Road	NB	I	2L	880	4%	2	4%	2	4%	2	4%	2	0.21%	No	0.21%	No	
			SB	I	2L	880										0.21%	No	0.21%	No

Test 1 – Intersections

The Net New trips generated by the proposed project have a significant impact on two (2) of the links within the RDI. Per the TPS, major the intersections in each direction nearest to the point at which the Project’s Traffic enters each Project Accessed Link, and where the Project Traffic entering or exiting the intersection from/to the Project Accessed Link is significant.

The major intersections on the significant links are 10th Avenue North and Boutwell Road; 10th Avenue North and Barnett Drive; and 10th Avenue North and I-95. The project traffic at the intersections is provided in Figure 4.

The Critical Movement Analyses (CMA) for both the AM and PM Peak Hours are provided for these intersections. The intersection volumes used in the analyses, are obtained from the TPS Database for the buildout year 2022. The CMA results demonstrate that for the intersections of 10th Avenue North and Boutwell Road and 10th Avenue North and I-95 the critical sum is less than 1,400. At the intersection of 10th Avenue North and Barnett Drive, the PM Peak Hour is over the critical sum of 1,400.

The Highway Capacity Software (HCS) is used to analyze the PM Peak Hour of the intersection of 10th and Barnett Drive, as the critical sum is over 1,400. The analyses include the Future Without Project, Future With Project and Future With Project with signal timing adjustments. Table 4 provides the Level of Service (LOS) and delay for the intersection movements and overall operation.

Table 4
Level of Service - PM Peak Hour

Intersection	Future Without Project					Future With Project					Future With Project Modify Signal Timing				
	EB	WB	NB	SB	Int.	EB	WB	NB	SB	Int.	EB	WB	NB	SB	Int.
10th Avenue North and Barnett Drive Delay (s/veh) Signalized	D 48.1	E 55.2	F 83.9	F 350.3	E 73.1	D 47.8	E 56.9	F 84.9	F 458.5	F 81.8	D 47.9	E 69	E 64.2	F 236.2	E 73.1

Table 4 shows that the intersection, without the project, has a LOS E with significant delay in the southbound movement. The addition of the project trips (24 total) to the southbound movement adds to the existing delay. The analysis is then revised by modifying the signal timing slightly, while keeping the same cycle length, which reduces the southbound delay to less than without the project. This modification will result in an acceptable LOS.

The Critical Movement Analyses (CMA), signal timing and HCS analyses are included in Appendix E.

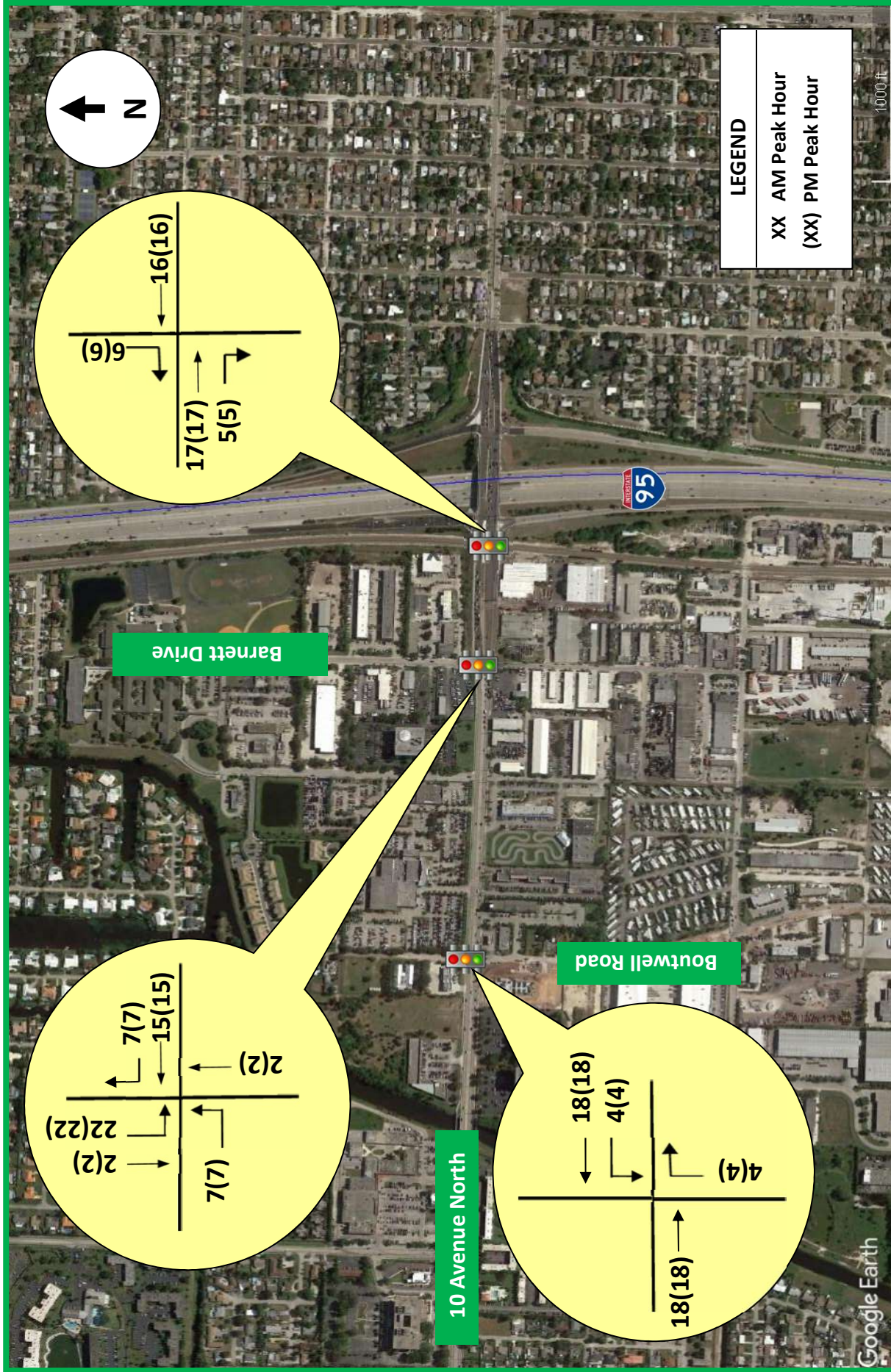


Figure 4
7-Eleven
Lake Worth, Florida

Project Traffic
Net New at Intersection
(Significant Links)

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 Plantation, Florida 33324

Site Access Volumes

Based on the distribution provided in Figure 3, the project's total turning movement volumes for the AM and PM Peak hours is provided at the proposed full access connections to 10th Avenue North and Barnett Drive. The full access on 10th Avenue North is approved per the Palm Beach County email, included in Appendix E. The volumes are shown in Figure 5

There do not appear to be any operational issues currently, or any foreseen in the future with the proposed project.

Conclusions

7-Eleven is proposing to construct a convenience market and gas station at 1900 10th Avenue North, Lake Worth, Florida. The proposed 7-Eleven will replace an existing truck rental lot located on the northwest corner of 10th Avenue North and Barnett Drive. The City of Lake Worth and Palm Beach County are requesting a Traffic Impact Study for the proposed redevelopment.

The analyses indicates that, with a minor signal timing adjustment at the intersection of 10th Avenue North and Barnett Drive, the net new trips anticipated to be generated by the proposed redevelopment of the site will not have a significant impact on the surrounding roadways.

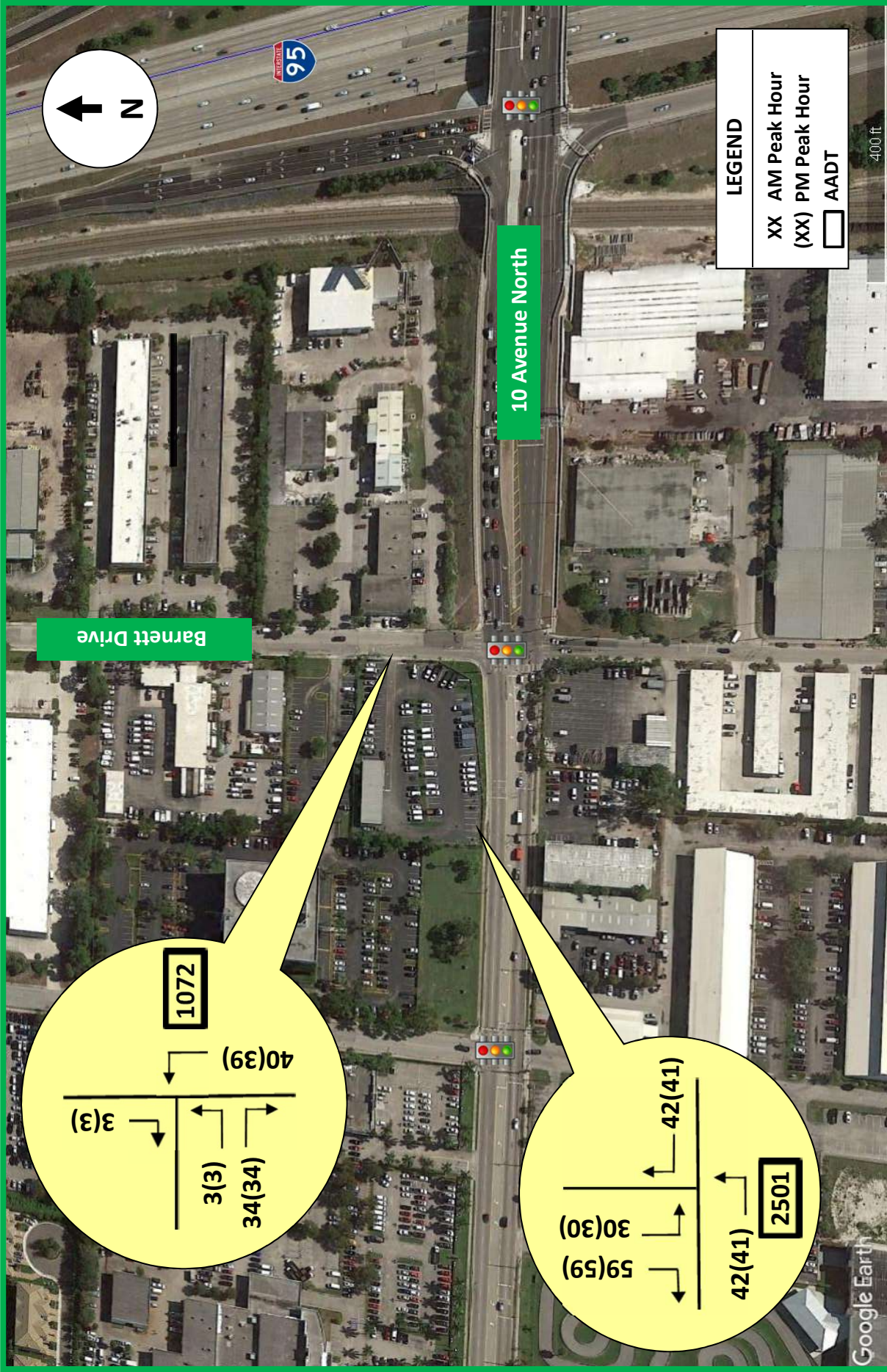


Figure 5
7-Eleven
Lake Worth, Florida

Project Traffic
Total at Driveways

Lisa S. Bernstein PE
 7660 NW 6 Court
 Plantation, Florida 33324

Summary

7-Eleven:	1900 10 th Avenue North
Municipality:	City of Lake Worth
Location:	1900 10 th Avenue North
Parcel Control Number (PCN):	38-43-44-21-02-005-0030
Existing Land Use:	Truck Rental
Proposed Land Use:	7-Eleven Gas Station and Convenience Store
Net New Daily Trips:	1,376
Net New AM Peak Hour Trips:	94 (47 In/47 Out)
Net New PM Peak Hour Trips:	94 (47 In/47 Out)

Appendix A

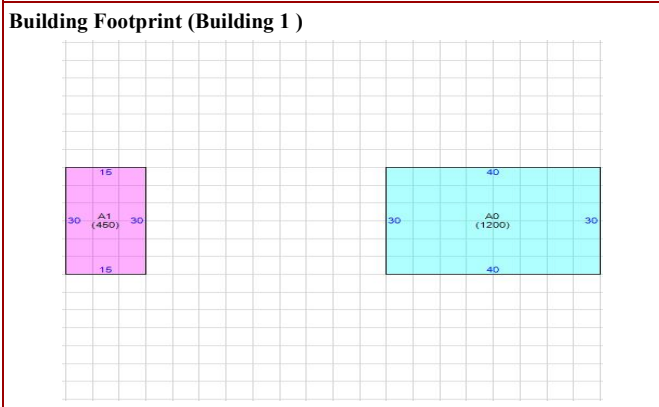
Property Appraiser Public Access

Property Detail			
Parcel Control Number:	38-43-44-21-02-005-0030	Location Address:	1900 10TH AVE N
Owners:	1900 10TH AVE LLC		
Mailing Address:	555 HYPOLUXO RD STE B, LAKE WORTH FL 33462 4504		
Last Sale:	DEC-2019	Book/Page#:	31106 / 1770
Property Use Code:	2700 - AUTO SALES	Zoning:	MU-W - Mixed Use West (38-LAKE WORTH BEACH)
Legal Description:	S/D OF 21-44-43, W 1/2 S 220 FT OF E 1/2 OF TR 5 (LESS S 20 FT, E 25 FT RD R/W & I-95 R/W)	Total SF:	1650
		Acres:	1.3382

Owner: 1900 10TH AVE LLC PCN: 38434421020050030 1 of 1

2019 Values (Current)		2019 Taxes	
Improvement Value	\$215,438	Ad Valorem	\$19,852
Land Value	\$630,719	Non Ad Valorem	\$932
Total Market Value	\$846,157	Total Tax	\$20,784
Assessed Value	\$830,355	2020 Qualified Exemptions	
Exemption Amount	\$0	No Details Found	
Taxable Value	\$830,355	Applicants	
		No Details Found	

All values are as of January 1st each year.



Subarea and Square Footage (Building 1)

Description	Area	Sq. Footage
OFFICES	1200	
SUPPORT	450	
Total Square Footage :		1650

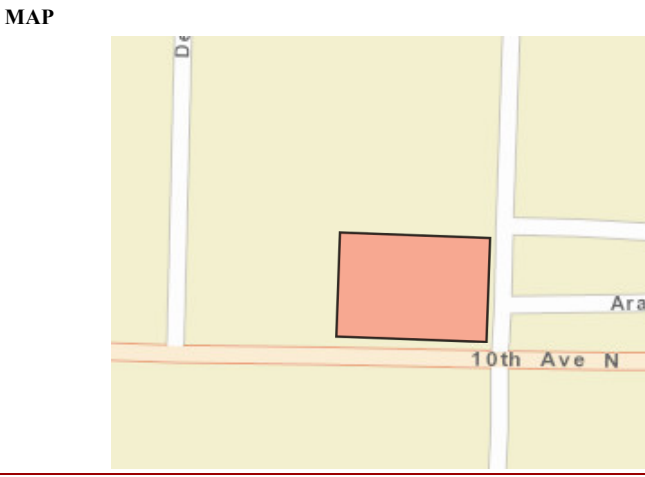
Extra Features

Description	Year Built	Unit
Fence- Chain Link 6ft #11 Gaug	1990	798
Paving- Asphalt	1990	41713
Fence- Chain Link 6ft #11 Gaug	2011	90

Unit may represent the perimeter, square footage, linear footage, total number or other measurement.

Structural Details (Building 1)

Description	
1. Year Built	1990
2. OFFICE BLDG L/R 1-4S	1650



Appendix B

Proposed Site Plan

Appendix C

Palm Beach County

Trip Generation

ITE Trip Generation

Palm Beach County Trip Generation Rates

(May be used immediately, but must be used in traffic studies submitted to the County on or after 4/15/2019)

Cat.	Landuse	ITE Code	Unit	Daily Rate/Equation	Pass-By %	AM Peak Hour		PM Peak Hour	
						In/Out	Rate/Equation	In/Out	Rate/Equation
Industrial	Light Industrial	110	1000 S.F.	4.96	10%	88/12	0.7	13/87	0.63
	Warehouse	150	1000 S.F.	1.74	10%	77/23	0.17	27/73	0.19
	Flex Space - IND FLU	PBC	1000 S.F.	7.86	10%	64/36	1.53	40/60	1.21
	Flex Space - COM FLU	PBC	1000 S.F.	29.67	45%	72/28	2.12	40/60	2.67
	Mini-Warehouse/SS	151	1000 S.F.	1.51	10%	60/40	0.1	47/53	0.17
	Single Family Detached	210	Dwelling Unit	10	0%	25/75	0.74	63/37	$\ln(T) = 0.96 \ln(X) + 0.20$
Residential	Multifamily Low-Rise Housing upto 2 story (Apartment/Condo/TH)	220	Dwelling Unit	7.32	0%	23/77	0.46	63/37	0.56
	Multifamily Mid-Rise Housing 3-10 story (Apartment/Condo/TH)	221	Dwelling Unit	5.44	0%	26/74	0.36	61/39	0.44
	55+ SF Detached	251	Dwelling Unit	4.27	0%	33/67	0.24	61/39	0.30
	55+ SF Attached	252	Dwelling Unit	3.7	0%	35/65	0.2	55/45	0.26
	Congregate Care Facility	253	Dwelling Unit	2.02	0%	60/40	0.07	53/47	0.18
	Assisted Living Facility	254	Beds	2.6	0%	63/37	0.19	38/62	0.26
	Hotel	310	Rooms	8.36	10%	59/41	0.47	51/49	0.6
	Movie Theater	444	Seats	1.76	5%	N/A	0	55/45	0.09
	Health Club	492	1000 S.F.	32.93	5%	50/50	1.41	57/43	3.53
	Elementary School	520	Students	1.89	0%	54/46	0.67	48/52	0.17
Institutional	Middle/Junior School	522	Students	2.13	0%	54/46	0.58	49/51	0.17
	High School	530	Students	2.03	0%	67/33	0.52	48/52	0.14
	Private School (K-8)	534	Students	Use Private K-12 rate	0%	55/45	0.91	46/54	0.26
	Private School (K-12)*	536	Students	2.48	0%	61/39	0.80	43/57	0.17
	Church/Synagogue ^a	560	1000 S.F.	6.95	5%	60/40	0.33	45/55	0.49
	Day Care	565	Students	4.09	50%	53/47	0.78	47/53	0.79
	Library	590	1000 S.F.	72.05	10%	71/29	1	48/52	8.16
	Hospital	610	1000 S.F.	10.72	10%	68/32	0.89	32/68	0.97
	Nursing Home	620	Beds	3.06	10%	72/28	0.17	33/67	0.22
	General Office (>5,000 SF GFA)	710	1000 S.F.	$\ln(T) = 0.97 \ln(X) + 2.50$	10%	86/14	$T = 0.94(X) + 26.49$	16/84	1.15
Office	Small Office Building (<=5,000 SF GFA)	712	1000 S.F.	16.19	10%	83/18	1.92	32/68	2.45
	Medical Office	720	1000 S.F.	34.8	10%	78/22	2.78	28/72	3.46
	Medical Office (Reduced) ^b	PBC	1000 S.F.	17.4	10%	78/22	1.39	28/72	1.73
	Government Office	730	1000 S.F.	22.59	10%	75/25	3.34	25/75	1.71

Palm Beach County Trip Generation Rates

(May be used immediately, but must be used in traffic studies submitted to the County on or after 4/15/2019)

Cat.	Landuse	ITE Code	Unit	Daily Rate/Equation	Pass-By %	AM Peak Hour		PM Peak Hour	
						In/Out	Rate/Equation	In/Out	Rate/Equation
Retail	Nursery (Garden Center)	817	Acre	108.1	0%	N/A ¹	2.82	N/A ¹	8.06
	Nursery (Wholesale)	818	Acre	19.5 ^c	0%	N/A ¹	0.26	N/A ¹	0.45
	Gen. Commercial	820	1000 S.F.	$\text{Ln}(T) = 0.68 \text{Ln}(X) + 5.57^d$	Note e	62/38	0.94	48/52	$\text{Ln}(T) = 0.74 \text{Ln}(X) + 2.89^f$
	Automobile Sales (New)	840	1000 S.F.	27.84	15%	73/27	1.87	40/60	2.43
	Automobile Parts Sales	843	1000 S.F.	55.34	28%	55/45	2.59	48/52	4.91
	Tire Store	848	1000 S.F.	28.52	28%	64/36	2.72	43/57	3.98
	Pharmacy + DT	881	1000 S.F.	109.16	50%	53/47	3.84	50/50	10.29
	Drive-In Bank ^g	912	1000 S.F.	100.03	47%	58/42	9.5	50/50	20.45
	Quality Restaurant	931	1000 S.F.	83.84	44%	50/50	0.73	67/33	7.8
	High Turnover Sit-Down Rest.	932	1000 S.F.	112.18	43%	55/45	9.94	62/38	9.77
Services	Fast Food Restaurant w/o DT	933	1000 S.F.	346.23	45%	60/40	25.1	50/50	28.34
	Fast Food Restaurant + DT	934	1000 S.F.	470.95	49%	51/49	40.19	52/48	32.67
	Coffee/Donut Shop w/o DT	936	1000 S.F.	686.67 ^h	45%	51/49	101.14	50/50	36.31
	Coffee/Donut Shop + DT	937	1000 S.F.	820.38	49%	51/49	88.99	50/50	43.38
	Gas Station w/Convenience Store ^l	FDOT	FP, 1000 S.F.	14.3*PM Trips	61%	50/50	Note j	50/50	12.3*FP+15.5*(X)
	Carwash (Automated) ^k	PBC	Lane	166.00	0%	50/50	11.97	50/50	13.65

Footnotes: a) Weekend peak hour rate = 9.99 per 1,000 s.f. with a 48/52 directional split

b) To be used only when adjacent to hospital, for Med. Office square footage not to exceed 44% of the hospital square footage

c) Use caution when using because of very low sample data. Consult with the County before using.

d) For intensities under 10,000 s.f., use a rate of 125.61 / 1,000 S.F. instead of the equation.

e) Pass-by percent = 62% for 10,000 s.f. or less, otherwise = $83.18 - 9.30 * \text{Ln}(A)$ where A is 1,000 s.f. of leasable area

f) For intensities under 10,000 s.f., use a rate of 9.9 / 1,000 s.f. instead of the equation.

g) Use these rates for a drive-in bank with up to 4 drive-thru lanes (excl. ATM lane). For additional drive-thru lanes, use per lane rates from ITE Code 912 (124.76 daily, 8.83 AM, 27.15 PM. Use same in/out splits)

h) ITE rate NA. Rate derived using PM to Daily ratio for ITE Code 937

i) FP=Fueling Position. Use both FP and Convenience Store size in estimating trips using the provided equation. Note that no internalization between the gas pumps and convenience store, as per ULDC Article 12, should be applied to estimate the net trips.

j) Use PM rates

k) Daily rate taken from PBC trip gen. study. Peak hour rates derived by applying peak to daily ratios for gas station to daily carwash rate

l) Assume 50/50

Automobile Sales (Used) (841)

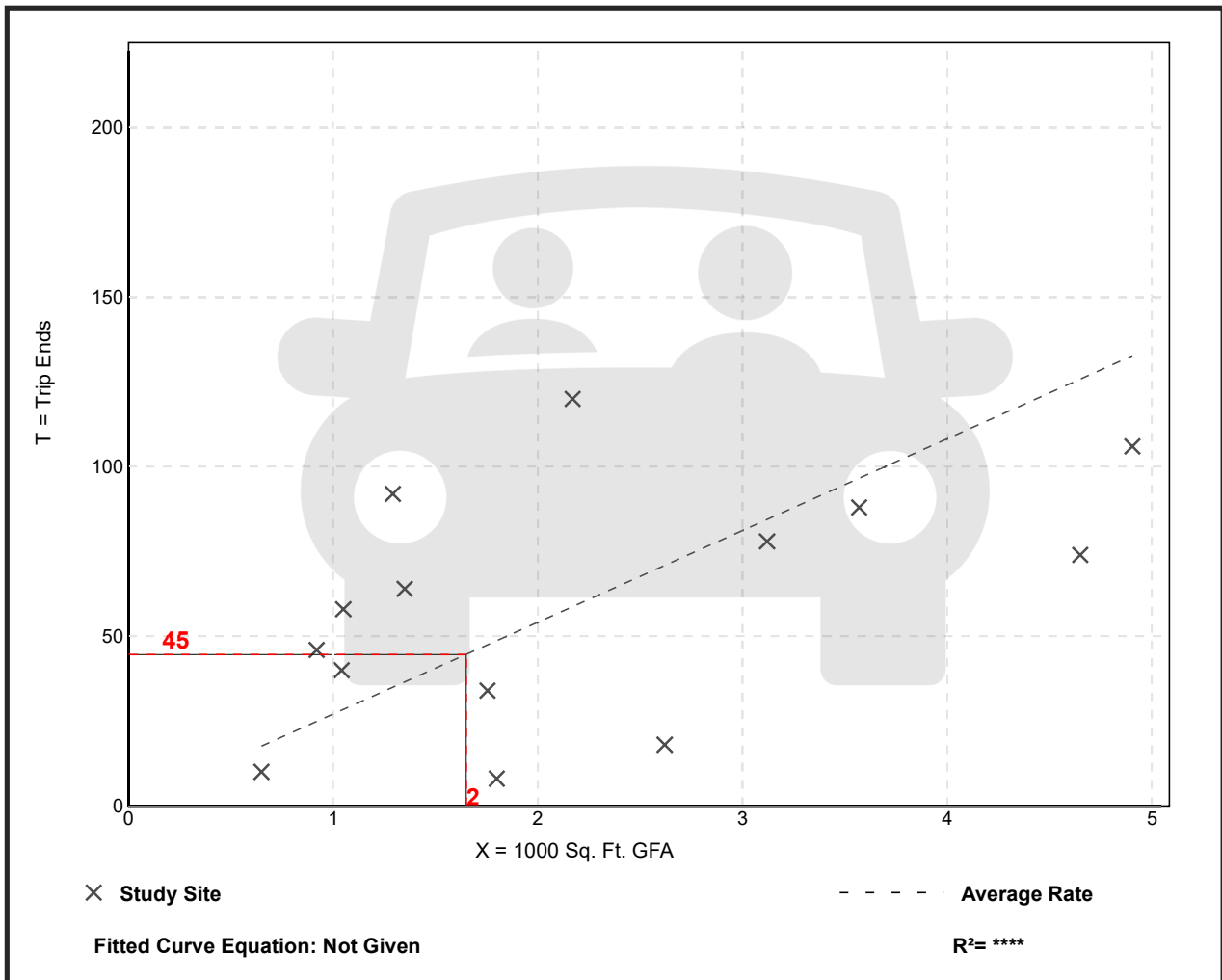
Vehicle Trip Ends vs: 1000 Sq. Ft. GFA
On a: Weekday

Setting/Location: General Urban/Suburban
Number of Studies: 14
Avg. 1000 Sq. Ft. GFA: 2
Directional Distribution: 50% entering, 50% exiting

Vehicle Trip Generation per 1000 Sq. Ft. GFA

Average Rate	Range of Rates	Standard Deviation
27.06	4.44 - 71.21	17.91

Data Plot and Equation



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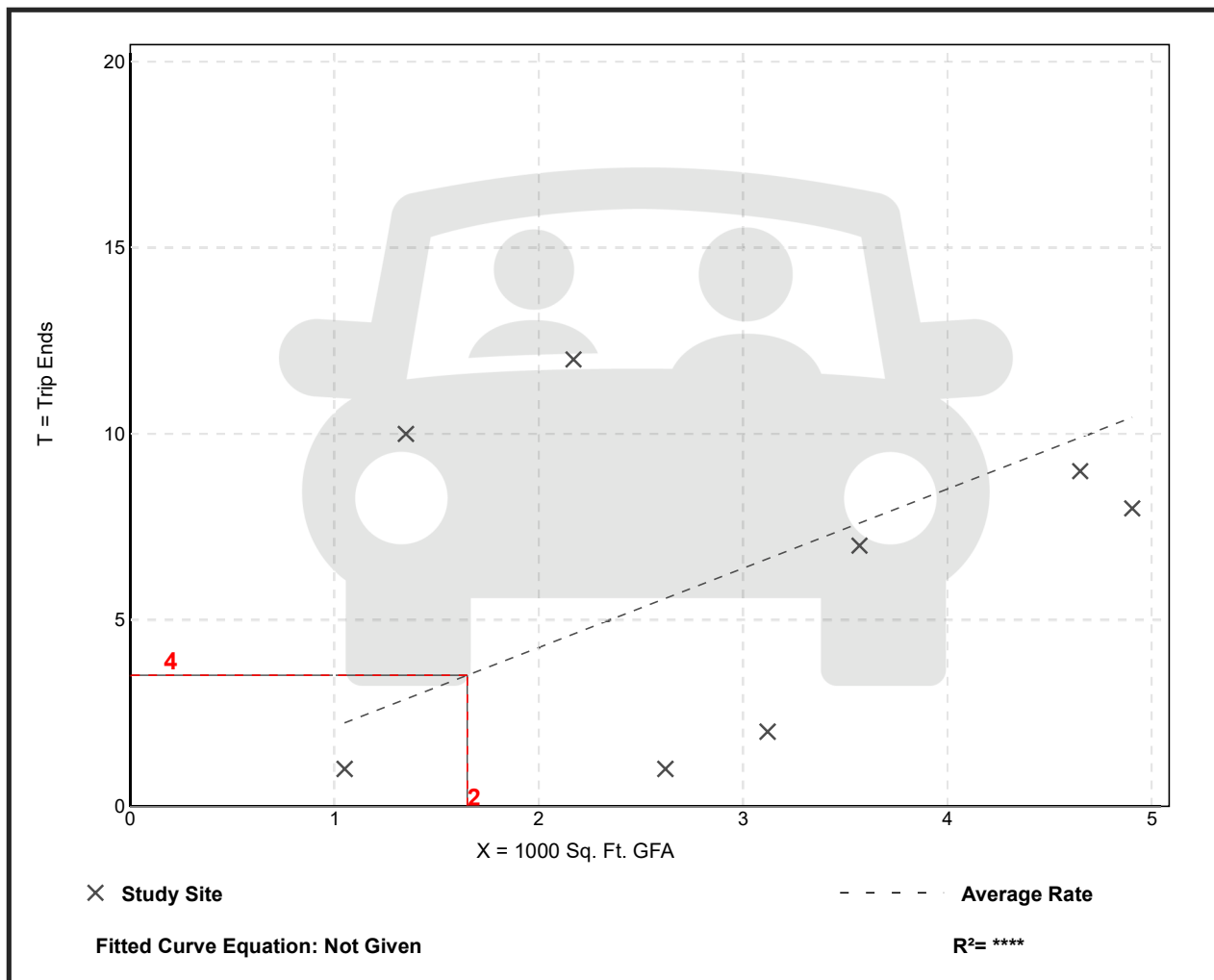
Automobile Sales (Used) (841)

Vehicle Trip Ends vs: 1000 Sq. Ft. GFA
On a: Weekday,
Peak Hour of Adjacent Street Traffic,
One Hour Between 7 and 9 a.m.
Setting/Location: General Urban/Suburban
 Number of Studies: 8
 Avg. 1000 Sq. Ft. GFA: 3
 Directional Distribution: 76% entering, 24% exiting

Vehicle Trip Generation per 1000 Sq. Ft. GFA

Average Rate	Range of Rates	Standard Deviation
2.13	0.38 - 7.41	1.98

Data Plot and Equation



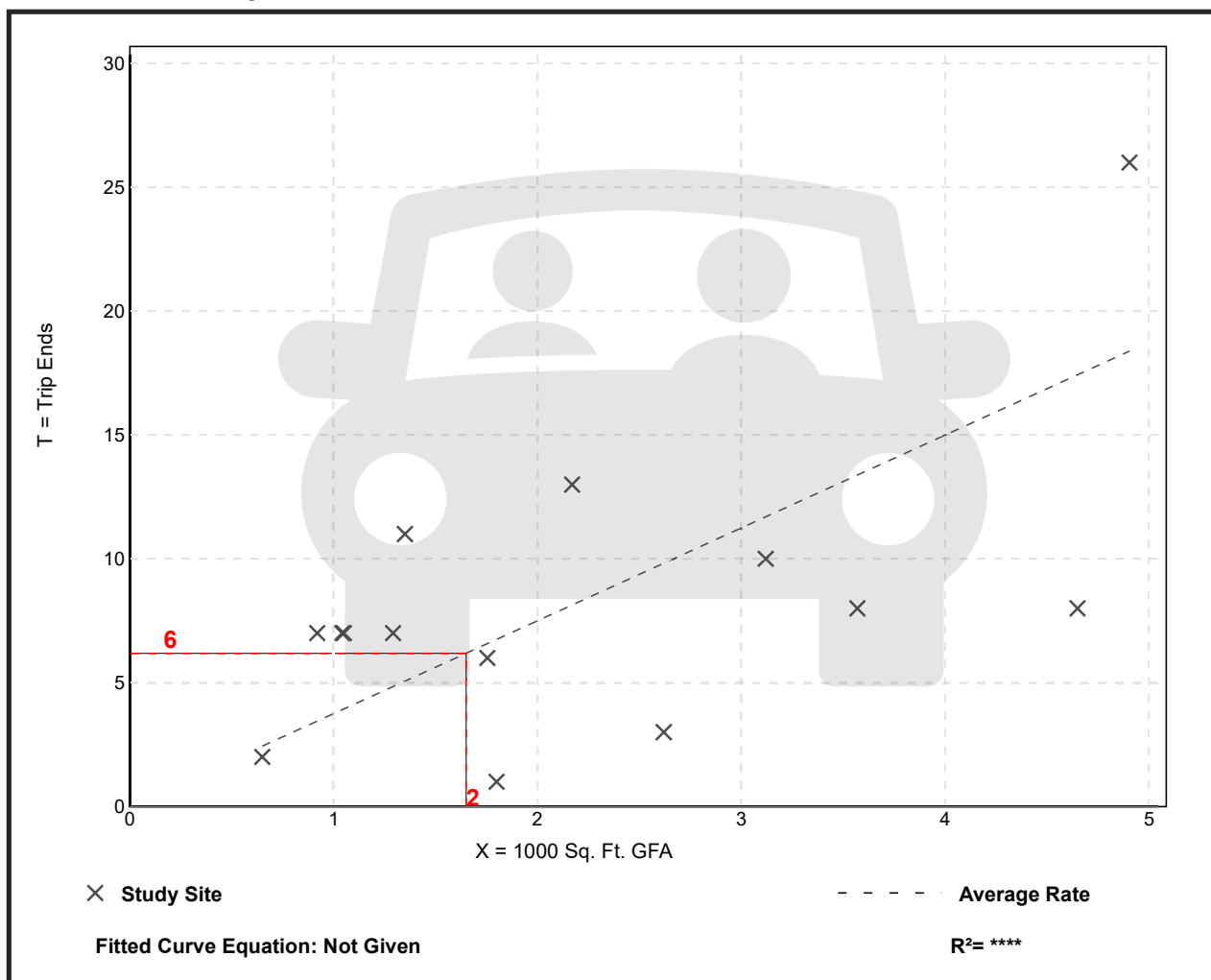
Automobile Sales (Used) (841)

Vehicle Trip Ends vs: 1000 Sq. Ft. GFA
On a: Weekday,
Peak Hour of Adjacent Street Traffic,
One Hour Between 4 and 6 p.m.
Setting/Location: General Urban/Suburban
 Number of Studies: 14
 Avg. 1000 Sq. Ft. GFA: 2
 Directional Distribution: 47% entering, 53% exiting

Vehicle Trip Generation per 1000 Sq. Ft. GFA

Average Rate	Range of Rates	Standard Deviation
3.75	0.56 - 8.15	2.28

Data Plot and Equation



Appendix D

Palm Beach County - TPS

Table 12.B.2.D-7 3A – Radius of Development of Influence

Table 12.B.2.C-1 1A - LOS D Link Service Volumes

Table 12.B.2.C-4 2A - LOS E Link Service Volumes

Table 12.B.2.C-4 2A – LOS E Link Service Volumes

Facility Type		ADT	Peak Hour Two Way	Peak Hour, Peak Direction		
				Class I	Class II	Uninterrupted Flow
2 lanes undivided (1)	2L	16,200	1,570	880	860	1,440
2 lanes one-way	2LO	21,100		2,350	2,240	
3 lanes two-way	3L	16,200	1,570	880	860	
3 lanes one-way	3LO					
		31,900		3,530	3,400	
4 lanes undivided (1)	4L	33,300	3,230	1,860	1,780	3,570
4 lanes divided	4LD	35,100	3,400	1,960	1,870	3,760
5 lanes two-way	5L	35,100	3,400	1,960	1,870	
6 lanes divided	6LD	53,100	5,150	2,940	2,830	5,650
8 lanes divided	8LD	70,900	6,880	3,940	3,780	
4 lanes expressway	4LX	79,400	7,300			4,020
6 lanes expressway	6LX	122,700	11,290			6,200
8 lanes expressway	8LX	166,000	15,270			8,400
10 lanes expressway	10LX	209,200	19,250			10,580

[Ord. 2005-002] [Ord. 2007-013] [Ord. 2010-022]

Notes:
Based on the 2009 FDOT Quality/ LOS Handbook

1. Service volumes for "undivided" roadways assume exclusive left turn lanes are provided at signalized intersections. If there are no left turn lanes, reduce these values by 20 percent.

Table 12.B.2.C-5 2B – LOS E Intersection Thresholds

LOS	Critical Movement	HCM Operational Analysis
E	1500	Greater than 55.0 to 80.0 Seconds of delay

Notes:
The delay identifies seconds of delay greater than 55.0 and less than or equal to 80.0.

Table 12.B.2.C-6 2C – LOS E Speed Thresholds

Urban Street Class	I	II	III
Range of Free Flow Speeds (FFS)	55 to 45 miles per hour	45 to 35 miles per hour	35 to 30 miles per hour
Typical FFS	50 miles per hour	40 miles per hour	35 miles per hour
LOS	Average Travel Speed (Miles per Hour)		
E	Greater than 16 to 21	Greater than 13 to 17	Greater than 10 to 14

Notes:
Speed values refer to a "range" of values that will achieve LOS D. For example speeds greater than 21 but less than or equal to 27 miles per hour will all be LOS D for a Class I roadway.

D. Radius of Development Influence/Project Significance

Table 12.B.2.D-7, 3A represents the Radius of Development Influence for the specific volume of the proposed Project's Net Trips. [Ord. 2006-043] [Ord. 2007-013]

Table 12.B.2.D-7 3A – Radius of Development Influence

Net External Peak Hour	Two-Way Trip Generation	Radius
1	20	Directly accessed link(s)
21	50	0.5 miles
51	100	1 mile
101	500	2 miles
501	1,000	3 miles
1,001	2,000	4 miles
2,001	Up	5 miles

[Ord. 2005-002] [Ord. 2006-043] [Ord. 2007-013] [Ord. 2010-022]

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- B in Rural Areas as adopted by the FDOT. This standard must be met for roadways on a peak hour/peak direction basis, in accordance with the methodologies specified in FDOT Rule 14-94. [Ord. 2007-013]
4. A different service volume may be adopted for a specific road or intersection as part of the Plan as a CRALLS. A required roadway improvement that is the subject of a development order condition may not be necessary due to the adoption of a CRALLS. An applicant with a Project that has a development order condition for a roadway improvement or is phased to the unnecessary roadway improvement may request the appropriate governing body to remove the applicable roadway phasing condition. The application may be approved provided that the concurrency reservation (for unincorporated Projects) or determination of the County Engineer (for municipal Projects) has been amended to delete the applicable roadway phasing condition. If a Project has relied upon a CRALLS volume on a roadway and/or intersection to meet the standard, the subsequent subdivision of that Project into separate lots shall still require all parcels or lots in their entirety taken together of that subdivision to be addressed against the standard and any required CRALLS mitigation for the overall Project to be completed by the developers of the separate lots. [Ord. 2010-022]

Table 12.B.2.C-1 1A – LOS D Link Service Volumes

Facility Type		ADT	Peak Hour Two Way	Peak Hour, Peak Direction		
				Class I	Class II	Uninterrupted Flow
2 lanes undivided (1)	2L	15,200	1,480	880	810	1,140
2 lanes one-way	2LO	19,900		2,350	2,120	
3 lanes two-way	3L	15,200	1,480	880	810	
3 lanes one-way	3LO	30,200		3,530	3,220	
4 lanes undivided (1)	4L	31,500	3,060	1,860	1,680	3,150
4 lanes divided	4LD	33,200	3,220	1,960	1,770	3,320
5 lanes two-way	5L	33,200	3,220	1,960	1,770	
6 lanes divided	6LD	50,300	4,880	2,940	2,680	4,980
8 lanes divided	8LD	67,300	6,530	3,940	3,590	
4 lanes expressway	4LX	73,600	6,770	3,720		
6 lanes expressway	6LX	110,300	10,150	5,580		
8 lanes expressway	8LX	146,500	13,480	7,420		
10 lanes expressway	10LX	184,000	16,930	9,320		
[Ord. 2005-002] [Ord. 2007-013] [Ord. 2010-022]						
Notes:						
Based on the 2009 FDOT Quality/ LOS Handbook						
1.	Service volumes for "undivided" roadways assume exclusive left turn lanes are provided at signalized intersections. If there are no left turn lanes, reduce these values by 20 percent.					

Table 12.B.2.C-2 1B – LOS D Intersection Thresholds

LOS	Critical Movement	HCM Operational Analysis
D	1,400	Greater than 35.0 to 55.0 Seconds of Delay
Notes:		
The delay identifies seconds of delay greater than 35.0 and less than or equal to 55.0.		

Table 12.B.2.C-3 1C – LOS D Speed Thresholds

Urban Street Class	I	II	III
Range of Free Flow Speeds (FFS)	55 to 45 miles per hour	45 to 35 miles per hour	35 to 30 miles per hour
Typical FFS	50 miles per hour	40 miles per hour	35 miles per hour
LOS	Average Travel Speed (Miles per Hour)		
D	Greater than 21 to 27	Greater than 17 to 22	Greater than 14 to 18
Note:			
Speed values refer to a "range" of values that will achieve LOS D. For example speeds greater than 21 but less than or equal to 27 miles per hour will all be LOS D for a Class I roadway.			

Table 12.B.2.C-4 2A – LOS E Link Service Volumes

Facility Type		ADT	Peak Hour Two Way	Peak Hour, Peak Direction		
				Class I	Class II	Uninterrupted Flow
2 lanes undivided (1)	2L	16,200	1,570	880	860	1,440
2 lanes one-way	2LO	21,100		2,350	2,240	
3 lanes two-way	3L	16,200	1,570	880	860	
3 lanes one-way	3LO					
		31,900		3,530	3,400	
4 lanes undivided (1)	4L	33,300	3,230	1,860	1,780	3,570
4 lanes divided	4LD	35,100	3,400	1,960	1,870	3,760
5 lanes two-way	5L	35,100	3,400	1,960	1,870	
6 lanes divided	6LD	53,100	5,150	2,940	2,830	5,650
8 lanes divided	8LD	70,900	6,880	3,940	3,780	
4 lanes expressway	4LX	79,400	7,300			4,020
6 lanes expressway	6LX	122,700	11,290			6,200
8 lanes expressway	8LX	166,000	15,270			8,400
10 lanes expressway	10LX	209,200	19,250			10,580

[Ord. 2005-002] [Ord. 2007-013] [Ord. 2010-022]

Notes:
Based on the 2009 FDOT Quality/ LOS Handbook

1. Service volumes for "undivided" roadways assume exclusive left turn lanes are provided at signalized intersections. If there are no left turn lanes, reduce these values by 20 percent.

Table 12.B.2.C-5 2B – LOS E Intersection Thresholds

LOS	Critical Movement	HCM Operational Analysis
E	1500	Greater than 55.0 to 80.0 Seconds of delay

Notes:
The delay identifies seconds of delay greater than 55.0 and less than or equal to 80.0.

Table 12.B.2.C-6 2C – LOS E Speed Thresholds

Urban Street Class	I	II	III
Range of Free Flow Speeds (FFS)	55 to 45 miles per hour	45 to 35 miles per hour	35 to 30 miles per hour
Typical FFS	50 miles per hour	40 miles per hour	35 miles per hour
LOS	Average Travel Speed (Miles per Hour)		
E	Greater than 16 to 21	Greater than 13 to 17	Greater than 10 to 14

Notes:
Speed values refer to a "range" of values that will achieve LOS D. For example speeds greater than 21 but less than or equal to 27 miles per hour will all be LOS D for a Class I roadway.

D. Radius of Development Influence/Project Significance

Table 12.B.2.D-7, 3A represents the Radius of Development Influence for the specific volume of the proposed Project's Net Trips. [Ord. 2006-043] [Ord. 2007-013]

Table 12.B.2.D-7 3A – Radius of Development Influence

Net External Peak Hour	Two-Way Trip Generation	Radius
1 thru 20	20	Directly accessed link(s)
21 thru 50	50	0.5 miles
51 thru 100	100	1 mile
101 thru 500	500	2 miles
501 thru 1,000	1,000	3 miles
1,001 thru 2,000	2,000	4 miles
2,001 and Up	Up	5 miles

[Ord. 2005-002] [Ord. 2006-043] [Ord. 2007-013] [Ord. 2010-022]

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Appendix E

Critical Movement Analyses

Signal Timing

HCS+ Reports

PBC Access Email

Palm Beach County Signalized Intersection Analysis

INTERSECTION: 10th Avenue North and Barnett Drive

VOLUMES: Existing = 2018, Future = 2022

GEOMETRY: Existing

Input Data						
	AM	PM				
Growth Rate =	3.75%	3.75%	Peak Season =	1.06	Current Year =	2018
			Buildout Year =	2022		

AM Peak Hour												
Intersection Volume Development												
	Northbound			Southbound			Eastbound			Westbound		
	Left	Thru	Right	Left	Thru	Right	Left	Thru	Right	Left	Thru	Right
Total Volume (County TPS)	83	12	247	40	12	33	21	960	92	312	1007	117
Peak Season Adjustment	5	1	15	2	1	2	1	58	6	19	60	7
Diversion (%)												
Diversion (Volumes)	0	0	0	0	0	0	0	0	0	0	0	0
Background Traffic Growth	14	2	42	7	2	6	4	161	15	52	169	20
1% Background Growth	0	0	0	0	0	0	0	0	0	0	0	0
Approved Projects Traffic	0	0	0	0	0	0	0	166	0	0	171	0
Background Used: GR	0	0	42	7	0	6	4	183	0	0	160	20
Project Traffic	0	2	0	22	2	0	7	0	0	0	15	7
Total	88	15	303	71	15	41	33	1201	98	331	1242	151
Approach Total	406			126			1,331			1,724		
Critical Volume Analysis												
No. of Lanes	1	1	<	1	1	<	1	2	<	1	2	<
Per Lane Volume	88	318	<	71	55	<	33	649	<	331	697	<
Right on Red	10		10		10		10		10		10	
Overlaps Left	0		0		0		0		0		0	
Adj. Per Lane Volume	88	308	<	71	45	<	33	639	<	331	687	<
Through/Right Volume	308			45			639			687		
Opposing Left Turns	71			88			331			33		
Critical Volume for Approach	379			133			970			719		
Critical Volume for Direction	379						970					
Intersection Critical Volume	1,349											
STATUS?	Near											

PM Peak Hour												
Intersection Volume Development												
	Northbound			Southbound			Eastbound			Westbound		
	Left	Thru	Right	Left	Thru	Right	Left	Thru	Right	Left	Thru	Right
Total Volume (County TPS)	153	7	327	125	19	54	24	1004	123	243	1347	39
Peak Season Adjustment	9	0	20	8	1	3	1	60	7	15	81	2
Diversion (%)												
Diversion (Volumes)	0	0	0	0	0	0	0	0	0	0	0	0
Background Traffic Growth	26	1	55	21	3	9	4	169	21	41	227	7
1% Background Growth	0	0	0	0	0	0	0	0	0	0	0	0
Approved Projects Traffic	0	0	0	0	0	0	0	183	0	0	195	0
Background Used: GR	26	1	55	21	3	9	4	169	21	41	227	7
Project Traffic	0	2	0	22	2	0	22	0	0	0	11	11
Total	188	11	402	176	25	66	51	1233	151	298	1665	59
Approach Total	600			267			1,436			2,023		
Critical Volume Analysis												
No. of Lanes	1	1	<	1	1	<	1	2	<	1	2	<
Per Lane Volume	188	412	<	176	92	<	51	692	<	298	862	<
Right on Red	10		10		10		10		10		10	
Overlaps Left	0		0		0		0		0		0	
Adj. Per Lane Volume	188	402	<	176	82	<	51	682	<	298	852	<
Through/Right Volume	402			82			682			852		
Opposing Left Turns	176			188			298			51		
Critical Volume for Approach	578			270			981			904		
Critical Volume for Direction	578						981					
Intersection Critical Volume	1,558											
STATUS?	Over											

For Committed Development traffic see TPS Database worksheets in the Appendix.

Palm Beach County Signalized Intersection Analysis

INTERSECTION: 10th Avenue North and Boutwell Road

VOLUMES: Existing = 2018, Future = 2022

GEOMETRY: Existing

Input Data								
	AM	PM						
Growth Rate =	3.75%	3.75%	Peak Season =	1.06	Current Year =	2018	Buildout Year =	2022

AM Peak Hour												
Intersection Volume Development												
	Northbound			Southbound			Eastbound			Westbound		
	Left	Thru	Right	Left	Thru	Right	Left	Thru	Right	Left	Thru	Right
Total Volume (County TPS)	135	12	197	29	9	13	8	1052	166	253	873	20
Peak Season Adjustment	8	1	12	2	1	1	0	63	10	15	52	1
Diversion (%)												
Diversion (Volumes)	0	0	0	0	0	0	0	0	0	0	0	0
Background Traffic Growth	23	2	33	5	2	2	1	177	28	43	147	3
1% Background Growth	0	0	0	0	0	0	0	0	0	0	0	0
Approved Projects Traffic	0	0	0	0	0	0	0	76	0	0	110	0
Background Used: GR	0	0	33	5	0	2	1	177	28	43	147	3
Project Traffic	0	0	4	0	0	0	0	18	0	5	18	0
Total	143	13	246	36	10	16	10	1310	204	316	1090	25
Approach Total	402			61			1,524			1,430		
Critical Volume Analysis												
No. of Lanes	1	1	<	1	1	1	1	2	<	1	2	1
Per Lane Volume	143	259	<	36	10	16	10	757	<	316	545	25
Right on Red			10			60			10			60
Overlaps Left			0			10			0			36
Adj. Per Lane Volume	143	249	<	36	10	0	10	747	<	316	545	0
Through/Right Volume				10			747			545		
Opposing Left Turns				143			316			10		
Critical Volume for Approach	284			153			1063			555		
Critical Volume for Direction	284						1063					
Intersection Critical Volume	1,347											
STATUS?	Near											

PM Peak Hour												
Intersection Volume Development												
	Northbound			Southbound			Eastbound			Westbound		
	Left	Thru	Right	Left	Thru	Right	Left	Thru	Right	Left	Thru	Right
Total Volume (County TPS)	166	11	163	28	29	20	8	834	188	206	1272	276
Peak Season Adjustment	10	1	10	2	2	1	0	50	11	12	76	17
Diversion (%)												
Diversion (Volumes)	0	0	0	0	0	0	0	0	0	0	0	0
Background Traffic Growth	28	2	27	5	5	3	1	140	32	35	214	46
1% Background Growth	0	0	0	0	0	0	0	0	0	0	0	0
Approved Projects Traffic	0	0	0	0	0	0	0	144	0	0	179	0
Background Used: GR	28	2	27	5	5	3	1	140	32	35	214	46
Project Traffic	0	0	4	0	0	0	0	18	0	4	18	0
Total	204	14	204	34	36	25	10	1042	231	257	1580	339
Approach Total	422			95			1,283			2,176		
Critical Volume Analysis												
No. of Lanes	1	1	<	1	1	1	1	2	<	1	2	1
Per Lane Volume	204	218	<	34	36	25	10	637	<	257	790	339
Right on Red			10			60			10			60
Overlaps Left			0			10			0			34
Adj. Per Lane Volume	204	208	<	34	36	0	10	627	<	257	790	245
Through/Right Volume				36			627			790		
Opposing Left Turns				204			257			10		
Critical Volume for Approach	242			239			884			800		
Critical Volume for Direction	242						884					
Intersection Critical Volume	1,126											
STATUS?	Under											

For Committed Development traffic see TPS Database worksheets in the Appendix.

Palm Beach County Signalized Intersection Analysis

INTERSECTION: 10th Avenue North and I-95 West

VOLUMES: Existing = 2018, Future = 2022

GEOMETRY: Existing

Input Data						
	AM	PM				
Growth Rate =	3.75%	3.75%	Peak Season =	1.06	Current Year =	2018
			Buildout Year =	2022		

AM Peak Hour												
Intersection Volume Development												
	Northbound			Southbound			Eastbound			Westbound		
	Left	Thru	Right	Left	Thru	Right	Left	Thru	Right	Left	Thru	Right
Total Volume (County TPS)	0	0	0	403	0	557	0	805	548	461	582	0
Peak Season Adjustment	0	0	0	24	0	33	0	48	33	28	35	0
Diversion (%)												
Diversion (Volumes)	0	0	0	0	0	0	0	0	0	0	0	0
Background Traffic Growth	0	0	0	68	0	94	0	135	92	78	98	0
1% Background Growth	0	0	0	0	0	0	0	0	0	0	0	0
Approved Projects Traffic	0	0	0	0	0	0	0	166	0	0	124	0
Background Used: GR	0	0	0	68	0	94	0	183	0	0	160	0
Project Traffic	0	2	0	22	2	0	23	0	0	0	11	11
Total	0	2	0	517	2	684	23	1036	581	489	788	11
Approach Total	2			1,203			1,640			1,288		
Critical Volume Analysis												
No. of Lanes	0	0	0	2	0	2	0	4	0	1	2	0
Per Lane Volume	0	0	0	258	0	342	0	259	0	489	394	0
Right on Red	0			0			10			10		
Overlaps Left	489			0			0			258		
Adj. Per Lane Volume	0	0	0	258	0	342	0	259	0	489	394	0
Through/Right Volume	0				342		259				394	
Opposing Left Turns	258			0			489			0		
Critical Volume for Approach	258			342			748			394		
Critical Volume for Direction	342						748					
Intersection Critical Volume	1,090											
STATUS?	Under											

PM Peak Hour												
Intersection Volume Development												
	Northbound			Southbound			Eastbound			Westbound		
	Left	Thru	Right	Left	Thru	Right	Left	Thru	Right	Left	Thru	Right
Total Volume (County TPS)	0	0	0	514	0	506	0	972	389	289	1023	0
Peak Season Adjustment	0	0	0	31	0	30	0	58	23	17	61	0
Diversion (%)												
Diversion (Volumes)	0	0	0	0	0	0	0	0	0	0	0	0
Background Traffic Growth	0	0	0	86	0	85	0	163	65	49	172	0
1% Background Growth	0	0	0	0	0	0	0	0	0	0	0	0
Approved Projects Traffic	0	0	0	0	0	0	0	183	0	0	161	0
Background Used: GR	0	0	0	86	0	85	0	163	65	49	172	0
Project Traffic	0	2	0	22	2	0	22	0	0	0	11	11
Total	0	2	0	653	2	621	22	1194	478	355	1267	11
Approach Total	2			1,277			1,694			1,633		
Critical Volume Analysis												
No. of Lanes	0	0	0	2	0	2	0	4	0	1	2	0
Per Lane Volume	0	0	0	327	0	311	0	298	0	355	634	0
Right on Red	10			30			10			10		
Overlaps Left	355			0			0			327		
Adj. Per Lane Volume	0	0	0	327	0	281	0	298	0	355	634	0
Through/Right Volume	0				281		298				634	
Opposing Left Turns	327			0			355			0		
Critical Volume for Approach	327			281			653			634		
Critical Volume for Direction	327						653					
Intersection Critical Volume	980											
STATUS?	Under											

For Committed Development traffic see TPS Database worksheets in the Appendix.

CONTROLLER TIME SHEET

DATE TIMING INSTALLED: _____

INTERSECTION: 10TH AVE N & BARNETT DR	CONTROLLER TYPE: NAZTEC
SIGNAL # 35840	SYSTEM # 3020

PHASE NUMBER	BOUND	TIMING INTERVAL										DETECTOR SETTINGS		
		MIN GREEN	GAP EXT	MAX 1	MAX 2	YEL CLR	RED CLR	WALK	PED CLR	MIN RCL	MAX RCL		PED RCL	PHASE ENABLE
1	EBLT	4.0	2.0	20.0		4.5	2.0	0.0	0.0	0		1	0	L1=NORMAL
2	WB	20.0	4.0	45.0		4.5	2.0	7.0	14.0	1		1	1	L2=NORMAL
3														
4	NB	6.0	3.0	40.0		4.0	3.0	0.0	0.0	0		1	0	L4=D/N (5) L4R=D/N(5)
5	WBLT	4.0	2.0	20.0		4.5	2.0	0.0	0.0	0		1	0	L5=NORMAL
6	EB	20.0	4.0	45.0		4.5	2.0	7.0	14.0	1		1	1	L6=NORMAL
7														
8	SB	6.0	2.0	40.0		4.0	3.0	7.0	25.0	0		1	0	L8=D/N (5) L8R=D/N(5)

	PRE-EMPTION TIMING						SPECIAL FUNCTIONS							
	DELAY BEFORE	GREEN BEFORE	PRE-EMPT LOCK	TRACK CLR Φ	TRACK GREEN	TRACK CLR GREEN	DWELL Φ	MIN DWELL	EXIT Φ	START Φ	DUAL ENTRY	DET SWITCH	OUT OF FLASH	INTO FLASH
R/R										2,6	2,4,6,8	1,5	2,6	4,8
BRIDGE														
FIRE STN	45.0	5.0	ON	N/A	0.0		1,6	25.0	2,6					
BUS														
Notes:														
1. REFER TO SYSTEM TIMING AND ALT TIMING PLANS														
2. UPDATED TIMING PLAN (3), & ALT TABLES														
3.														
4.														
TIMING DESIGNED BY: RONALD TIBBETTS	DATE: 9/24/2019	APPROVED BY: LEE GAO, P.E. PTOE	DATE: 9/25/19											

SYSTEM TIMING SHEET

DATE TIMING INSTALLED: _____

INTERSECTION: 10TH AVE N & BARNETT DR	SIGNAL # 35840	CONTROLLER TYPE: NAZTEC
SYSTEM:		SYSTEM # 3020

TOD SCHEDULER											
WEEKDAY						WEEKEND					
SATURDAY			SUNDAY			SATURDAY			SUNDAY		
TIME	PATTERN	TIME	PATTERN	TIME	PATTERN	TIME	PATTERN	TIME	PATTERN	TIME	PATTERN
0:00	100	6:00	2	0:00	100	7:00	4	0:00	100	7:00	4
9:30	1	15:00	3	9:00	1	21:00	4	9:00	1	21:00	4
19:00	4	23:00	100	23:00	100			23:00	100		

TIMING PLANS											
		1	2	3	4	5	6				
PATTERN		140	160	160	120						
CYCLE LENGTH (SEC)		112	8	159	15						
OFFSET (SEC)		2	2	2	2						
COORDINATED PHASE		1	1	1	1						
SEQUENCE		1	2	3	4						
ALT TIMING PLAN											
FORCE-OFF 1 (SEC)	EBLT	24	24	24	20						
FORCE-OFF 2 (SEC)	WB	71	86	86	60						
FORCE-OFF 3 (SEC)											
FORCE-OFF 4 (SEC)	NB	45	50	50	40						
FORCE-OFF 5 (SEC)	WBLT	24	24	30	20						
FORCE-OFF 6 (SEC)	EB	71	86	80	60						
FORCE-OFF 7 (SEC)											
FORCE-OFF 8 (SEC)	SB	45	50	50	40						

Special Features:	
1)	
2)	
3)	

TIMING DESIGNED BY: RONALD TIBBETTS	DATE: 9/24/2019
APPROVED BY:	DATE: 9/25/2019


[1.1.6.1] ALTERNATE TIMING SHEET

INTERSECTION: 10TH AVE N & BARNETT DR										SIGNAL # 35840					SYSTEM # 3020						
	MIN GREEN	GAP TIME	MAX 1	MAX 2	YELLOW	RED CLEAR	WALK	PED CLEAR	ASSIGNED PHASE	BIKE CLEAR		MIN GREEN	GAP TIME	MAX 1	MAX 2	YELLOW	RED CLEAR	WALK	PED CLEAR	ASSIGNED PHASE	BIKE CLEAR
ALT TIMING PLAN 1											ALT TIMING PLAN 2										
1	4.0	2.0	20.0	8.0	4.5	2.0	0.0	0.0	1		1	4.0	2.0	20.0	8.0	4.5	2.0	0.0	0.0	1	
2	20.0	4.0	45.0	31.0	4.5	2.0	7.0	14.0	2		2	20.0	4.0	45.0	31.0	4.5	2.0	7.0	14.0	2	
3											3										
4	6.0	3.0	40.0	10.0	4.0	3.0	0.0	0.0	4		4	6.0	3.0	40.0	12.0	4.0	3.0	0.0	0.0	4	
5	4.0	2.0	20.0	8.0	4.5	2.0	0.0	0.0	5		5	4.0	2.0	20.0	9.0	4.5	2.0	0.0	0.0	5	
6	20.0	4.0	45.0	31.0	4.5	2.0	7.0	14.0	6		6	20.0	4.0	45.0	31.0	4.5	2.0	7.0	14.0	6	
7											7										
8	6.0	2.0	40.0	10.0	4.0	3.0	7.0	25.0	8		8	6.0	2.0	40.0	12.0	4.0	3.0	7.0	25.0	8	

	MIN GREEN	GAP TIME	MAX 1	MAX 2	YELLOW	RED CLEAR	WALK	PED CLEAR	ASSIGNED PHASE	BIKE CLEAR		MIN GREEN	GAP TIME	MAX 1	MAX 2	YELLOW	RED CLEAR	WALK	PED CLEAR	ASSIGNED PHASE	BIKE CLEAR
ALT TIMING PLAN 3											ALT TIMING PLAN 4										
1	4.0	2.0	10.0	8.0	4.5	2.0	0.0	0.0	1		1	4.0	2.0	10.0	8.0	4.5	2.0	0.0	0.0	1	
2	20.0	4.0	45.0	31.0	4.5	2.0	7.0	14.0	2		2	20.0	4.0	45.0	31.0	4.5	2.0	7.0	14.0	2	
3											3										
4	6.0	3.0	42.0	12.0	4.0	3.0	0.0	0.0	4		4	6.0	3.0	40.0	8.0	4.0	3.0	0.0	0.0	4	
5	4.0	2.0	50.0	8.0	4.5	2.0	0.0	0.0	5		5	4.0	2.0	20.0	8.0	4.5	2.0	0.0	0.0	5	
6	20.0	4.0	45.0	31.0	4.5	2.0	7.0	14.0	6		6	20.0	4.0	45.0	31.0	4.5	2.0	7.0	14.0	6	
7											7										
8	6.0	2.0	42.0	12.0	4.0	3.0	7.0	25.0	8		8	6.0	2.0	40.0	8.0	4.0	3.0	7.0	25.0	8	

	MIN GREEN	GAP TIME	MAX 1	MAX 2	YELLOW	RED CLEAR	WALK	PED CLEAR	ASSIGNED PHASE	BIKE CLEAR	ALT TIMING PLAN ASSIGNMENTS										
ALT TIMING PLAN 5																					
1											ALT TIMING PLAN 1	PATTERN 1									
2											ALT TIMING PLAN 2	PATTERN 2									
3											ALT TIMING PLAN 3	PATTERN 3									
4											ALT TIMING PLAN 4	PATTERN 4									
5											ALT TIMING PLAN 5										
6																					
7																					
8																					

NOTES:

TIMING DESIGNED BY:	RONALD TIBBETTS	DATE	9/24/2019
APPROVED BY:	LEE GAO, P.E PTOE 	DATE	9/25/2019

SHORT REPORT												
General Information						Site Information						
Analyst <i>LSB</i> Agency or Co. <i>Lisa S Bernstein PE</i> Date Performed <i>5/4/2020</i> Time Period <i>PM Peak Hour</i>						Intersection <i>10th Avenue N/Barnett Drive</i> Area Type <i>All other areas</i> Jurisdiction <i>PBC</i> Analysis Year <i>Future Without Project</i>						
Volume and Timing Input												
	EB			WB			NB			SB		
	LT	TH	RT	LT	TH	RT	LT	TH	RT	LT	TH	RT
Number of Lanes	1	2	0	1	2	0	1	1	0	1	1	0
Lane Group	L	TR		L	TR		L	TR		L	TR	
Volume (vph)	29	1233	151	298	1654	48	188	9	402	154	23	66
% Heavy Vehicles	2	2	2	2	2	2	2	2	2	2	2	2
PHF	0.95	0.95	0.95	0.95	0.95	0.95	0.95	0.95	0.95	0.95	0.95	0.95
Pretimed/Actuated (P/A)	A	P	P	A	P	P	A	A	A	A	A	A
Startup Lost Time	2.0	2.0		2.0	2.0		2.0	2.0		2.0	2.0	
Extension of Effective Green	2.0	2.0		2.0	2.0		2.0	2.0		2.0	2.0	
Arrival Type	3	3		3	3		3	3		3	3	
Unit Extension	3.0	3.0		3.0	3.0		3.0	3.0		3.0	3.0	
Ped/Bike/RTOR Volume	0	0	10	0	0	10	0	0	10	0	0	10
Lane Width	12.0	12.0		12.0	12.0		12.0	12.0		12.0	12.0	
Parking/Grade/Parking	N	0	N	N	0	N	N	0	N	N	0	N
Parking/Hour												
Bus Stops/Hour	0	0		0	0		0	0		0	0	
Minimum Pedestrian Time		3.2			3.2			3.2			3.2	
Phasing	Excl. Left	WB Only	EW Perm	04	NS Perm	06	07	08				
Timing	G = 17.5	G = 6.0	G = 73.5	G =	G = 43.0	G =	G =	G =				
	Y = 0	Y = 6.5	Y = 6.5	Y =	Y = 7	Y =	Y =	Y =				
Duration of Analysis (hrs) = 0.25						Cycle Length C = 160.0						
Lane Group Capacity, Control Delay, and LOS Determination												
	EB			WB			NB			SB		
	LT	TH	RT	LT	TH	RT	LT	TH	RT	LT	TH	RT
Adjusted Flow Rate	31	1446		314	1781		198	422		162	83	
Lane Group Capacity	240	1604		307	1900		352	427		85	447	
v/c Ratio	0.13	0.90		1.02	0.94		0.56	0.99		1.91	0.19	
Green Ratio	0.57	0.46		0.65	0.54		0.27	0.27		0.27	0.27	
Uniform Delay d ₁	27.4	39.9		56.7	34.5		50.4	58.2		58.5	45.0	
Delay Factor k	0.11	0.50		0.50	0.50		0.16	0.49		0.50	0.11	
Incremental Delay d ₂	0.2	8.6		57.3	10.4		2.1	40.3		448.2	0.2	
PF Factor	1.000	1.000		1.000	1.000		1.000	1.000		1.000	1.000	
Control Delay	27.7	48.5		114.0	44.9		52.5	98.6		506.7	45.2	
Lane Group LOS	C	D		F	D		D	F		F	D	
Approach Delay	48.1			55.2			83.9			350.3		
Approach LOS	D			E			F			F		
Intersection Delay	73.1			Intersection LOS						E		

SHORT REPORT												
General Information						Site Information						
Analyst <i>LSB</i> Agency or Co. <i>Lisa S Bernstein PE</i> Date Performed <i>5/4/2020</i> Time Period <i>PM Peak Hour</i>						Intersection <i>10th Avenue N/Barnett Drive</i> Area Type <i>All other areas</i> Jurisdiction <i>PBC</i> Analysis Year <i>Future With Project</i>						
Volume and Timing Input												
	EB			WB			NB			SB		
	LT	TH	RT	LT	TH	RT	LT	TH	RT	LT	TH	RT
Number of Lanes	1	2	0	1	2	0	1	1	0	1	1	0
Lane Group	L	TR		L	TR		L	TR		L	TR	
Volume (vph)	51	1233	151	298	1665	59	188	11	402	176	25	66
% Heavy Vehicles	2	2	2	2	2	2	2	2	2	2	2	2
PHF	0.95	0.95	0.95	0.95	0.95	0.95	0.95	0.95	0.95	0.95	0.95	0.95
Pretimed/Actuated (P/A)	A	P	P	A	P	P	A	A	A	A	A	A
Startup Lost Time	2.0	2.0		2.0	2.0		2.0	2.0		2.0	2.0	
Extension of Effective Green	2.0	2.0		2.0	2.0		2.0	2.0		2.0	2.0	
Arrival Type	3	3		3	3		3	3		3	3	
Unit Extension	3.0	3.0		3.0	3.0		3.0	3.0		3.0	3.0	
Ped/Bike/RTOR Volume	0	0	10	0	0	10	0	0	10	0	0	10
Lane Width	12.0	12.0		12.0	12.0		12.0	12.0		12.0	12.0	
Parking/Grade/Parking	N	0	N	N	0	N	N	0	N	N	0	N
Parking/Hour												
Bus Stops/Hour	0	0		0	0		0	0		0	0	
Minimum Pedestrian Time		3.2			3.2			3.2			3.2	
Phasing	Excl. Left	WB Only	EW Perm	04	NS Perm	06	07	08				
Timing	G = 17.5	G = 6.0	G = 73.5	G =	G = 43.0	G =	G =	G =				
	Y = 0	Y = 6.5	Y = 6.5	Y =	Y = 7	Y =	Y =	Y =				
Duration of Analysis (hrs) = 0.25						Cycle Length C = 160.0						
Lane Group Capacity, Control Delay, and LOS Determination												
	EB			WB			NB			SB		
	LT	TH	RT	LT	TH	RT	LT	TH	RT	LT	TH	RT
Adjusted Flow Rate	54	1446		314	1805		198	425		185	85	
Lane Group Capacity	240	1604		307	1898		351	428		83	449	
v/c Ratio	0.22	0.90		1.02	0.95		0.56	0.99		2.23	0.19	
Green Ratio	0.57	0.46		0.65	0.54		0.27	0.27		0.27	0.27	
Uniform Delay d ₁	28.9	39.9		56.7	35.0		50.4	58.3		58.5	45.1	
Delay Factor k	0.11	0.50		0.50	0.50		0.16	0.49		0.50	0.11	
Incremental Delay d ₂	0.5	8.6		57.3	11.9		2.1	41.6		589.9	0.2	
PF Factor	1.000	1.000		1.000	1.000		1.000	1.000		1.000	1.000	
Control Delay	29.4	48.5		114.0	46.9		52.5	99.9		648.4	45.3	
Lane Group LOS	C	D		F	D		D	F		F	D	
Approach Delay	47.8			56.9			84.9			458.5		
Approach LOS	D			E			F			F		
Intersection Delay	81.8			Intersection LOS						F		

SHORT REPORT												
General Information						Site Information						
Analyst <i>LSB</i> Agency or Co. <i>Lisa S Bernstein PE</i> Date Performed <i>5/13/2020</i> Time Period <i>PM Peak Hour</i>						Intersection <i>10th Avenue N/Barnett Drive</i> Area Type <i>All other areas</i> Jurisdiction <i>PBC</i> Analysis Year <i>Future With Project - Modified</i>						
Volume and Timing Input												
	EB			WB			NB			SB		
	LT	TH	RT	LT	TH	RT	LT	TH	RT	LT	TH	RT
Number of Lanes	1	2	0	1	2	0	1	1	0	1	1	0
Lane Group	L	TR		L	TR		L	TR		L	TR	
Volume (vph)	51	1233	151	298	1665	59	188	11	402	176	25	66
% Heavy Vehicles	2	2	2	2	2	2	2	2	2	2	2	2
PHF	0.95	0.95	0.95	0.95	0.95	0.95	0.95	0.95	0.95	0.95	0.95	0.95
Pretimed/Actuated (P/A)	A	P	P	A	P	P	A	A	A	A	A	A
Startup Lost Time	2.0	2.0		2.0	2.0		2.0	2.0		2.0	2.0	
Extension of Effective Green	2.0	2.0		2.0	2.0		2.0	2.0		2.0	2.0	
Arrival Type	3	3		3	3		3	3		3	3	
Unit Extension	3.0	3.0		3.0	3.0		3.0	3.0		3.0	3.0	
Ped/Bike/RTOR Volume	0	0	10	0	0	10	0	0	10	0	0	10
Lane Width	12.0	12.0		12.0	12.0		12.0	12.0		12.0	12.0	
Parking/Grade/Parking	N	0	N	N	0	N	N	0	N	N	0	N
Parking/Hour												
Bus Stops/Hour	0	0		0	0		0	0		0	0	
Minimum Pedestrian Time		3.2			3.2			3.2			3.2	
Phasing	Excl. Left	WB Only	EW Perm	04	NS Perm	06	07	08				
Timing	G = 12.5	G = 6.0	G = 73.5	G =	G = 48.0	G =	G =	G =				
	Y = 0	Y = 6.5	Y = 6.5	Y =	Y = 7	Y =	Y =	Y =				
Duration of Analysis (hrs) = 0.25						Cycle Length C = 160.0						
Lane Group Capacity, Control Delay, and LOS Determination												
	EB			WB			NB			SB		
	LT	TH	RT	LT	TH	RT	LT	TH	RT	LT	TH	RT
Adjusted Flow Rate	54	1446		314	1805		198	425		185	85	
Lane Group Capacity	184	1604		252	1898		392	477		122	501	
v/c Ratio	0.29	0.90		1.25	0.95		0.51	0.89		1.52	0.17	
Green Ratio	0.54	0.46		0.62	0.54		0.30	0.30		0.30	0.30	
Uniform Delay d ₁	31.2	39.9		56.2	35.0		46.2	53.5		56.0	41.3	
Delay Factor k	0.11	0.50		0.50	0.50		0.11	0.41		0.50	0.11	
Incremental Delay d ₂	0.9	8.6		139.4	11.9		1.1	18.6		269.7	0.2	
PF Factor	1.000	1.000		1.000	1.000		1.000	1.000		1.000	1.000	
Control Delay	32.1	48.5		195.6	46.9		47.3	72.1		325.7	41.5	
Lane Group LOS	C	D		F	D		D	E		F	D	
Approach Delay	47.9			69.0			64.2			236.2		
Approach LOS	D			E			E			F		
Intersection Delay	71.3			Intersection LOS						E		

RE: 1900 10th Avenue N - Proposed 7-Eleven

Quazi Bari <QBari@pbcgov.org>

Mon 5/4/2020 4:57 PM

To: Lisa Bernstein <lisa.bernstein@lsbpe.net>

Cc: Motasem Al-Turk <MAlturk@pbcgov.org>; Bogdan Piorkowski <BPiorkow@pbcgov.org>

 1 attachments (1 KB)

image001.wmz;

Lisa:

Mo and I briefly discussed this project again this afternoon. We will allow full access on 10th Ave N driveway, which should be located at the western end of the site. A right turn lane, regardless of the amount of right turn volumes, with a minimum of deceleration length + 1 car length, must be provided on 10th Ave N at this driveway. Barnett Drive is a City maintained road. We will convey our very strong desire to the City to allow out-only movement from the driveway on Barnett Dr (no inbound traffic). The applicant is urged to discuss this with the City while discussing site planning, before the site plan is sent to the County for driveway permits on 10th Ave N. You also have to provide a fuel delivery truck template to show safe circulation of those trucks within the site and onto the public roads.

This email will supersede any previous staff decisions on access for this site. Please save this email for future references so that we do not have to research again on access issues for this site.

Thanks.

Quazi Bari, P.E., PTOE | Manager – Growth Management | Traffic Division

2300 N. Jog Road, West Palm Beach, FL 33411

T: 561.684.4030 | qbari@pbcgov.org

From: Lisa Bernstein <lisa.bernstein@lsbpe.net>

Sent: Monday, May 4, 2020 10:45 AM

To: Quazi Bari <QBari@pbcgov.org>

Subject: 1900 10th Avenue N - Proposed 7-Eleven

******* Note: This email was sent from a source external to Palm Beach County. Links or attachments should not be accessed unless expected from a trusted source. *******

Good Morning Quazi,

Hope you had a nice weekend! Since I no longer work for Keith I am unable to get our previous email discussions for this project. I remember that we discussed the 10th Avenue access was allowed to be a full access, were there any other requirements for 10th Avenue other than adding the driveway connection? Please remind me and if you have any questions please let me know. Thank you! L.

Lisa S. Bernstein, PE
Senior Traffic Engineer

LISA S BERNSTEIN PE
954-494-5408
7660 NW 6 CT
PLANTATION, FL 33324
lsbpe.net

Anne-Christine Carrie

From: Felipe Lofaso <flofaso@lakeworthbeachfl.gov>
Sent: Wednesday, May 6, 2020 12:58 PM
To: Anne-Christine Carrie
Cc: Andrew Meyer; William Waters; Erin Sita; Shane Laakso; Michael Vonder Meulen; Martin Grinbank; Long, Joshua
Subject: RE: 7-Eleven #41361 at 1900 10th Avenue North, Lake Worth Beach K#11007.02 - DUMPSTER

Follow Up Flag: Follow up
Flag Status: Flagged

Good afternoon Ms. Carrie,

The comments listed below are pertinent and otherwise apply. The Solid Waste equipment can access the enclosure, albeit they would need to cross over the entire site. Keep in mind the City would not be liable to your client if the truck weight causes damage to the parking lot and drive areas. This would be the only concern with looking to site the enclosure in a different location or angle it more appropriately off of Barnett Drive so we drive in/back out the entrance off Barnett.

Thanks,

Felipe Lofaso
Assistant Director | Public Works Department



City of Lake Worth Beach – Public Works Dept.
1749 3rd Avenue South
Lake Worth, FL 33460
P: 561-586-1720
flofaso@lakeworthbeachfl.gov
www.lakeworthbeachfl.gov

“We are LAKE WORTH BEACH. A hometown City that is committed to delivering the highest level of customer service through a commitment to integrity, hard work and a friendly attitude. We strive to exceed the expectations of our citizens, our businesses, our elected officials and our fellow employees.”

CITY OF LAKE WORTH BEACH E-MAIL DISCLAIMER:

PLEASE NOTE: Florida has a very broad public records law. Most written communications to or from local officials regarding city business are public records available to the public and media upon request. Your e-mail communications may therefore be subject to public disclosure.

From: Anne-Christine Carrie <acarrie@keithteam.com>
Sent: Wednesday, May 6, 2020 12:16 PM
To: Felipe Lofaso <flofaso@lakeworthbeachfl.gov>
Cc: Andrew Meyer <ameyer@lakeworthbeachfl.gov>; William Waters <wwaters@lakeworthbeachfl.gov>; Erin Sita <esita@LakeWorthBeachfl.gov>; Shane Laakso <SLaakso@creightonde.com>; Michael Vonder Meulen

<MVonderMeulen@keithteam.com>; Martin Grinbank <MGrinbank@keithteam.com>; Long, Joshua <JLong@gunster.com>

Subject: 7-Eleven #41361 at 1900 10th Avenue North, Lake Worth Beach K#11007.02 - DUMPSTER

Caution: *This is an external email. Do not click links or open attachments from unknown or unverified sources.*

Good morning Mr. Lofaso and thank you for returning my call from yesterday:

As discussed, I wanted to clarify the comments received from the Planning Division and yourself regarding the circulation and access to our dumpster. Although we will be enlarging the dumpster area due to the addition of a restaurant, it is my understanding that the access (from Barnett) and circulation proposed for the refuse truck is acceptable. You also indicated that the enclosure gates or openings needed to be at least 10' wide.

I am copying Urban Design for they had a similar comment as follows:

2. Access to dumpster by refuse may be a challenge as the only access would be from 10th Avenue North and across site to the dumpster enclosure.

Please let me know if there is anything else that you would like me to take into consideration for our next submittal.

Thank you ,

954-204-5452



Anne-Christine Carrie

Planner

2312 S. Andrews Ave, Ft. Lauderdale

Office: 954.788.3400

Email: acarrie@keithteam.com

www.KEITHteam.com

RE: 1900 10th Ave North

Morton Rose <MRose@pbcgov.org>

Tue 6/23/2020 5:34 PM

To: Lisa Bernstein <lisa.bernstein@lsbpe.net>; Martin Grinbank <MGrinbank@keithteam.com>

Cc: Quazi Bari <QBari@pbcgov.org>; Kathleen Farrell <KFarrell@pbcgov.org>; Serge Jerome <SJerome@pbcgov.org>

Hi Lisa,

The County does have an intersection improvement project at 10th Ave. and Boutwell Rd., programmed for construction in FY 2021. We are also conducting a [study](#) to add a westbound lane between Congress Ave and I-95. If you need additional information on these items you can contact Kathleen Farrell. She is copied on this email.

Thanks.

*Morton L. Rose P.E., Director
Roadway Production Division
2300 N. Jog Rd., 3rd Floor W.
West Palm Beach, FL 33411
Ph: 561-684-4150*

From: Lisa Bernstein <lisa.bernstein@lsbpe.net>

Sent: Tuesday, June 23, 2020 5:00 PM

To: Morton Rose <MRose@pbcgov.org>; Martin Grinbank <MGrinbank@keithteam.com>

Cc: Quazi Bari <QBari@pbcgov.org>

Subject: 1900 10th Ave North

***** Note: This email was sent from a source external to Palm Beach County. Links or attachments should not be accessed unless expected from a trusted source. *****

Good Afternoon Morton,

Hope all is well! I am working on a project at this address and the City of Lake Worth Beach has asked about any roadway improvements to 10th Avenue North in addition to the ramp project FDOT has already completed. I have spoken with Quazi Bari, PBC Traffic, with regard to our access and there did not appear to be any roadway projects west of Barnett Drive.

Would you please confirm if there are any future plans for 10th Avenue North, west of Barnett Drive? If you have any questions, please let me know. Thank you! L.

Lisa S. Bernstein, PE
Senior Traffic Engineer

LISA S BERNSTEIN PE
954-494-5408
7660 NW 6 CT
PLANTATION, FL 33324
lsbpe.net

Under Florida law, e-mail addresses are public records. If you do not want your e-mail address released in response to a public records request, do not send electronic mail to this entity. Instead, contact this office by phone or in writing.

RE: 1900 10th Avenue N - Proposed 7-Eleven

Quazi Bari <QBari@pbcgov.org>

Mon 5/11/2020 3:51 PM

To: Lisa Bernstein <lisa.bernstein@lsbpe.net>

Cc: Motasem Al-Turk <MAlturk@pbcgov.org>; Bogdan Piorkowski <BPiorkow@pbcgov.org>

📎 1 attachments (1 KB)

image001.wmz;

Hi Lisa:

County is responsible for allowing access on 10th Ave, which is County maintained. As stated earlier, we will allow a full access at the driveway on 10th Ave. Barnett Dr is City maintained, therefore the City will permit access on that road. We will only convey our concerns to the City regarding the impact on the operation of the intersection of 10th Ave/ Barnett Dr of allowing inbound traffic at that driveway. You have to make the argument with the City for that access, not to the County.

If it helps, we will support, if asked, for an arrangement where the Barnett Dr is outbound-only driveway, but designed in such a way that only fuel delivery trucks can occasionally enter the site with the assistance of a flagger from the gas station on the site. The design should clearly convey to the general public that the driveway is outbound only. You may discuss this with the City at your discretion.

Thank you.

Quazi Bari, P.E., PTOE | Manager – Growth Management | Traffic Division

2300 N. Jog Road, West Palm Beach, FL 33411

T: 561.684.4030 | qbari@pbcgov.org

From: Lisa Bernstein <lisa.bernstein@lsbpe.net>

Sent: Thursday, May 7, 2020 5:41 PM

To: Quazi Bari <QBari@pbcgov.org>

Cc: Motasem Al-Turk <MAlturk@pbcgov.org>; Bogdan Piorkowski <BPiorkow@pbcgov.org>

Subject: Re: 1900 10th Avenue N - Proposed 7-Eleven

***** Note: This email was sent from a source external to Palm Beach County. Links or attachments should not be accessed unless expected from a trusted source. *****

Hi Quazi,

The fuel truck may not go in reverse on the site. Since the trucks are usually not during the peak hour, they should not interfere with traffic flow. There are only 198 southbound vehicles during the peak hour with 54 of them turning right so they may not be there long. The signal also lets them out. This does not seem to be such a large volume as to restrict the left in and there are a number of side streets with the same condition. Is there any data that says this has been a problem in the past at other locations? This is the typical access for most gas stations even at locations with much higher volumes and there do not appear to be any issues.

Why is it being assumed that is going to be a problem when the numbers do not support that view? I am trying to understand your concerns and I would agree if the driveway was closer to the intersection, it is over 100 feet away which is better than most. What if we looked at adding a SB/NB permitted-protected left turn signal? That would let the lefts out quicker and reduce the queue. Thoughts?

I do appreciate your thinking about solutions, there are truck restrictions due to the fuel, so it is challenging. Any questions, please let me know. Thank you! L.

Lisa S. Bernstein, PE
Senior Traffic Engineer

LISA S BERNSTEIN PE
954-494-5408
7660 NW 6 CT
PLANTATION, FL 33324
lsbpe.net

From: Quazi Bari <QBari@pbcgov.org>

Sent: Thursday, May 7, 2020 5:13 PM

To: Lisa Bernstein <lisa.bernstein@lsbpe.net>

Cc: Motasem Al-Turk <MAlturk@pbcgov.org>; Bogdan Piorkowski <BPiorkow@pbcgov.org>

Subject: RE: 1900 10th Avenue N - Proposed 7-Eleven

Lisa:

You may have to try various options that may involve redesigning and/or removing few pumps/reducing building footprint, etc. if you really want a 7-Eleven on this difficult site. I don't know if it will work, but how about having the fuel delivery trucks come in through 10th Ave entrance, go straight, back up to the underground tanks, and deliver fuel. For their way out, they move forward to go towards north drive aisle, then back-up on the drive aisle between the store and the pumps, and then move forward to exit from 10th Ave. I did not use any turning template to test the above and it may not work at all, but you may try that approach if those trucks are allowed to back-up and 7-Eleven's policy does not prohibit those maneuvers.

Thanks.

Quazi Bari, P.E., PTOE | Manager – Growth Management | Traffic Division

2300 N. Jog Road, West Palm Beach, FL 33411

T: 561.684.4030 | qbari@pbcgov.org

From: Lisa Bernstein <lisa.bernstein@lsbpe.net>

Sent: Wednesday, May 6, 2020 12:31 PM

To: Quazi Bari <QBari@pbcgov.org>

Cc: Motasem Al-Turk <MAlturk@pbcgov.org>; Bogdan Piorkowski <BPiorkow@pbcgov.org>

Subject: Re: 1900 10th Avenue N - Proposed 7-Eleven

***** Note: This email was sent from a source external to Palm Beach County. Links or attachments should not be accessed unless expected from a trusted source. *****

Good Afternoon All,

Thank you very much for your quick response. We are designing the turn lane to use the maximum available frontage on 10th Ave N, with the access at the west end. That is the best we can do with what is available.

With regard to Barnett Drive, I have attached the truck route exiting the site which shows it cannot safely make the turn, the truck will be in the opposing lane and on the sidewalk. I have also attached the safe truck access entering from Barnett Drive. It was also discussed that the truck should go around the block to enter, which would also be inbound on Barnett, however, this puts the truck on a one-way road with chain link fencing on both sides of the road (with no exit access) in front of a middle school. This is not an ideal situation from a safety standpoint, to potentially trap a truck load of fuel in front of a school.

With the turning radii of the truck, the driveway width cannot be reduced or channelized, so we are requesting to provide the safest access possible, which is from Barnett Drive. The driveway is at the north end of the site, which affords plenty of room. There are usually only a couple of fuel deliveries per week and usually not during the peak hour. Please take a look and let me know if you have any questions. Thank you and stay safe!! L.

Lisa S. Bernstein, PE
Senior Traffic Engineer

LISA S BERNSTEIN PE
954-494-5408
7660 NW 6 CT
PLANTATION, FL 33324
lsbpe.net

From: Quazi Bari <QBari@pbcgov.org>

Sent: Monday, May 4, 2020 4:57 PM

To: Lisa Bernstein <lisa.bernstein@lsbpe.net>

Cc: Motasem Al-Turk <MAlturk@pbcgov.org>; Bogdan Piorkowski <BPiorkow@pbcgov.org>

Subject: RE: 1900 10th Avenue N - Proposed 7-Eleven

Lisa:

Mo and I briefly discussed this project again this afternoon. We will allow full access on 10th Ave N driveway, which should be located at the western end of the site. A right turn lane, regardless of the amount of right turn volumes, with a minimum of deceleration length + 1 car length, must be provided on 10th Ave N at this driveway. Barnett Drive is a City maintained road. We will convey our very strong desire to the City to allow out-only movement from the driveway on Barnett Dr (no inbound traffic). The applicant is urged to discuss this with the City while discussing site planning, before the site plan is sent to the County for driveway permits on 10th Ave N. You also have to provide a fuel delivery truck template to show safe circulation of those trucks within the site and onto the public roads.

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Thanks.

Quazi Bari, P.E., PTOE | Manager – Growth Management | Traffic Division

2300 N. Jog Road, West Palm Beach, FL 33411

T: 561.684.4030 | qbari@pbcgov.org

From: Lisa Bernstein <lisa.bernstein@lsbpe.net>

Sent: Monday, May 4, 2020 10:45 AM

To: Quazi Bari <QBari@pbcgov.org>

Subject: 1900 10th Avenue N - Proposed 7-Eleven

***** Note: This email was sent from a source external to Palm Beach County. Links or attachments should not be accessed unless expected from a trusted source. *****

Good Morning Quazi,

Hope you had a nice weekend! Since I no longer work for Keith I am unable to get our previous email discussions for this project. I remember that we discussed the 10th Avenue access was allowed to be a full access, were there any other requirements for 10th Avenue other than adding the driveway connection? Please remind me and if you have any questions please let me know. Thank you! L.

Lisa S. Bernstein, PE
Senior Traffic Engineer

LISA S BERNSTEIN PE
954-494-5408
7660 NW 6 CT
PLANTATION, FL 33324
lsbpe.net

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Martin Grinbank

Subject: FW: 11007.02- Request for Information on I-95 FDOT Project

From: Christopher Lehman <clehman@floridadrawbridges.com>

Sent: Wednesday, May 6, 2020 11:00 AM

To: Martin Grinbank <MGrinbank@keithteam.com>; Dean, Jerry <Jerry.Dean@dot.state.fl.us>; Drouin, Brett <Brett.Drouin@dot.state.fl.us>

Cc: Lisa Bernstein <lisa.bernstein@lsbpe.net>; Shane Laakso <SLaakso@creightondev.com>; Paul Watt <pwatt@floridadrawbridges.com>

Subject: RE: 11007.02- Request for Information on I-95 FDOT Project

Good morning Martin,

You are correct. The work for the 10th Ave N Improvement Project has been completed. However, FDOT Maintenance will be placing pavement markings and striping East of Barnet Drive with an estimated completion date of June 5th.

Please contact me at your convenience if you have any questions or comments.

Best regards,

Chris

Christopher Lehman

I-95 Project Engineer

FDI Services

7153 Southern Blvd.

WPB, FL 33413

Office: (561) 557-3067

Cell: (954) 798-2963

Fax: (561) 557-3106

E-mail: clehman@floridadrawbridges.com



From: Martin Grinbank <MGrinbank@keithteam.com>

Sent: Tuesday, May 5, 2020 3:16 PM

To: Dean, Jerry <Jerry.Dean@dot.state.fl.us>; Drouin, Brett <Brett.Drouin@dot.state.fl.us>; Christopher Lehman <clehman@floridadrawbridges.com>

Cc: Lisa Bernstein <lisa.bernstein@lsbpe.net>; Shane Laakso <SLaakso@creightondev.com>

Subject: RE: 11007.02- Request for Information on I-95 FDOT Project

Chris, the comment we received from the City is below. From what we can see, the work on the I-95 ramps has already been completed.

“Ensure the plan conforms/integrates with the FDOT I-95 & 10th Ave N improvement project. Provide an acknowledgement from the DOT.”

Please let me know if you have any questions or if you need any additional information.

Regards,



Martin Grinbank

Project Manager II

301 East Atlantic Blvd, Pompano Beach

Office: 954.788.3400

Email: MGrinbank@keithteam.com

www.KEITHteam.com

From: Dean, Jerry <Jerry.Dean@dot.state.fl.us>

Sent: Tuesday, May 5, 2020 12:52 PM

To: Drouin, Brett <Brett.Drouin@dot.state.fl.us>; Lehman, Christopher <clehman@floridadrawbridges.com>

Cc: Martin Grinbank <MGrinbank@keithteam.com>

Subject: FW: 11007.02- Request for Information on I-95 FDOT Project

Importance: High

Chris,

Can you please help Martin with his question concerning an I-95 project in Lake Worth?

Teleworking from home since March 16, 2020.

Life is so precious, protect the ones you love with knowledge...



Jerry M. Dean

District IV Permits Coordinator

3400 W. Commercial Blvd.

Ft. Lauderdale, FL 33309

Tel: (954) 777-4374

Work Hours M-Friday 7:00am-3:30pm

OSP Link: <https://osp.fdot.gov>

From: Prapti Shinde <PShinde@keithteam.com>

Sent: Monday, May 4, 2020 9:41 AM

To: Dean, Jerry <Jerry.Dean@dot.state.fl.us>
Cc: Martin Grinbank <MGrinbank@keithteam.com>
Subject: 11007.02- Request for Information on FDOT Project

EXTERNAL SENDER: Use caution with links and attachments.

Good morning,

We are working on a 7-Eleven located at 1900 10th Avenue North, Lake Worth, Florida. We recently got comments from the city for this project and there is a comment which requires additional information from FDOT. It would be great if you could help us address the comment or direct us to the appropriate person who could help us address it. It is as follows:

- a. Ensure the plan conforms/integrates with the FDOT I-95 & 10th Ave N improvement project. Provide an acknowledgement from the DOT.

It would be great if you could provide us with additional information on the improvement project mentioned above. The site plan is attached for your reference. Thank you for your time and help. Please reply at your earliest convenience.

Please feel free to contact me if you have any questions or need additional information.
Thank you,



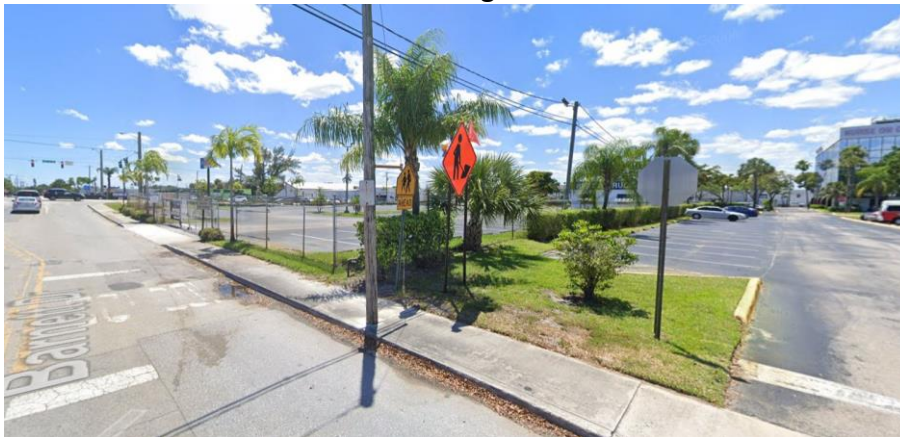
Prapti Shinde
Engineer I
301 East Atlantic Blvd, Pompano Beach
Office: 954.788.3400
Email: PShinde@keithteam.com
www.KEITHteam.com



Site Context



SE looking NW



NE looking SW



SW looking NE

Corporate Office
301 E. Atlantic Blvd
Pompano Beach
FL 33060
954.788.3400

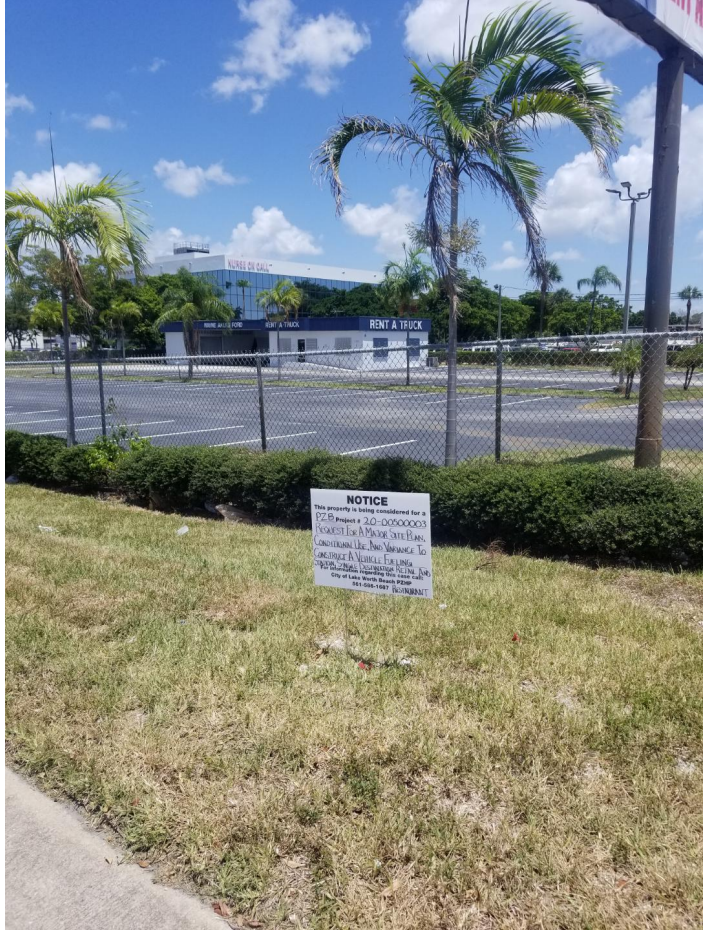
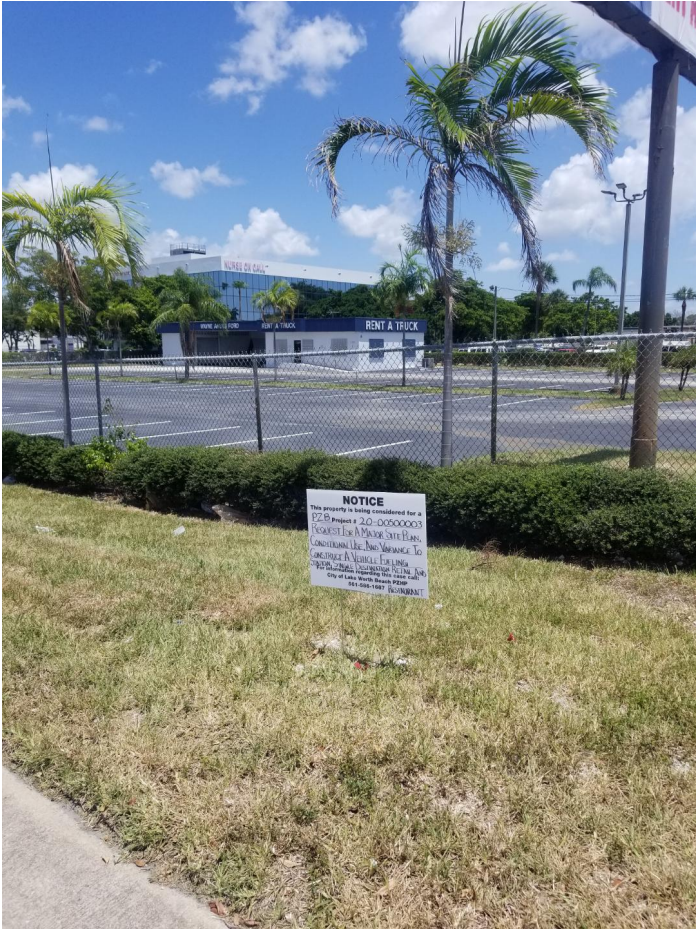
Miami-Dade County
2160 N.W. 82 Ave
Doral
FL 33122
305.667.5474

Broward County
2312 S. Andrews Ave
Fort Lauderdale
FL 33316
954.788.3400

Palm Beach County
120 N. Federal Hwy
Suite 208
Lake Worth, FL 33460
561.469.0992

St. Lucie County
2325 S.E. Patio Cir.
Port St. Lucie
FL 34952
954.788.3400

Orange County
2948 E. Livingston St.
Orlando
FL 32803
954.788.3400



EXECUTIVE BRIEF REGULAR MEETING

AGENDA DATE: December 15, 2020

DEPARTMENT: Commission

TITLE:

Ordinance No. 2020-21 – Prohibition on Distribution of Plastic Straws at City Facilities

SUMMARY:

Ordinance No. 2020-21 proposes to enact a prohibition against the distribution of plastic straws at City facilities and on City property.

BACKGROUND AND JUSTIFICATION:

Pursuant to unanimous City Commission direction at its December 1, 2020 meeting, Ordinance No. 2020-21 proposes to enact a prohibition against the distribution of plastic straws at City facilities and on City property. The proposed ordinance provides for a 180-education period and then commences enforcement efforts with penalties. The proposed ordinance will be enforceable by the City's Code Compliance Division or PBSO (municipal ordinance violation). The proposed penalties for violations are \$250 for a first offense and \$500 for a repeat offense.

The proposed prohibition applies at City facilities and City property and when utilized by a special event permittee.

MOTION:

Move to approve/disapprove Ordinance No. 2020-21 - Prohibition on Distribution of Plastic Straws at City Facilities on first reading and set the second reading and public hearing for January 5, 2021.

ATTACHMENT(S):

Fiscal Impact Analysis N/A
Ordinance 2020-21

ORDINANCE NO. 2020-21 OF THE CITY OF LAKE WORTH BEACH, FLORIDA, AMENDING CHAPTER 15, “OFFENSES – MISCELLANEOUS” OF THE CITY’S CODE OF ORDINANCES, BY CREATING A NEW ARTICLE VIII, TO BE ENTITLED, “PROHIBITION ON DISTRIBUTION OF PLASTIC STRAWS AT CITY FACILITIES”; PROVIDING FOR EXCEPTIONS, EDUCATION, ENFORCEMENT, AND PENALTIES; AND, PROVIDING FOR SEVERABILITY, CONFLICTS, CODIFICATION, AND AN EFFECTIVE DATE

WHEREAS, the City Commission of the City of Lake Worth Beach, Florida, (hereinafter referred to as the “City”) pursuant to the authority granted in Chapter 166, Florida Statutes, is authorized and empowered to amend the City’s Code of Ordinances; and

WHEREAS, the City is committed to environmental protection and stewardship, and hereby finds that it is in the best interest, safety and welfare of its residents and visitors to reduce litter, waste, pollutants, and greenhouse gas emissions; and

WHEREAS, discarded single-use plastic straws threaten wildlife and marine life, contribute to overburdened landfills, and degrade and litter drainage and sewage systems and degrade and litter the beaches and waters off of Florida’s coast, which include areas with the City; and

WHEREAS, single-use plastic straws are neither readily recyclable nor biodegradable, and take hundreds of years to degrade constitute a portion of the litter in the City’s streets, parks, public places and waterfront areas; and

WHEREAS, prohibiting the distribution, sale or use of single-use plastic straws at City facilities will decrease the amount of plastic that may end up in our environment through litter, windblown debris, and overflowing trash cans; and

WHEREAS, the City finds there are reasonable, environmentally friendly alternatives to single-use plastic straws including, but not limited to, straws made of paper, plant, vegetable, and other natural products; and

WHEREAS, the City Commission has determined that it is in the best interest of the residents and visitors of the City to promote the public health, safety and general welfare by amending Chapter 15 of the Code of Ordinances to enact a prohibition against the distribution, sale or use of single-use plastic straws at City facilities and on City property; and

WHEREAS, the City Commission finds the adoption of this Ordinance serves a valid public purpose.

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

Section 1. The foregoing recitals are hereby affirmed and ratified as true and correct statements.

Section 2. That Chapter 15, entitled “Offenses – Miscellaneous,” of the City’s Code of Ordinances is amended to create a new Article VIII, to be entitled “Prohibition on Distribution of Plastic Straws at City Facilities” and which shall provide as follows:

ARTICLE VIII. - PROHIBITION ON DISTRIBUTION OF PLASTIC STRAWS AT CITY FACILITIES

Sec. 15-105. - Definitions.

The following words, terms, and phrases, when used in this article, shall have the meanings ascribed to them in this article, except when the context clearly indicates a different meaning:

(a) **Plastic straw** means a straw sold or distributed for the purpose or intent of transferring a beverage from its container to the mouth of the drinker by suction, which is made predominantly of plastic derived from petroleum, a biologically-based source (such as corn or other plants), or polystyrene, polypropylene, or polyethylene and which is primarily intended for a single use. The term shall not include food grade paper straws, straws made of compostable plant material, or straws made of metal, wood, ceramic or similar materials and designed for re-use.

(b) **City facility** includes, but is not limited to, any building, structure, park, beach, road, street, right-of-way, or other facility owned, operated, or managed by the city.

(c) **City property** includes, but is not limited to, any land, water, or air rights owned, operated or managed by the city.

(d) **Distribution or to distribute** means the vending, sale, giving, deployment or delivering for any purpose of a plastic straw whether or not incident to the sale, vending or provision of any kind of beverage in a container.

(e) **Special event permittee** means any person or entity, and their officers, employees, agents and subcontractor(s), issued a special event permit by the city for a special event on city property or at a city facility.

Sec. 15-106. – Distribution of plastic straws prohibited; exceptions.

(a) A plastic straw shall not be distributed at any city facility or city property or by any special event permittee.

(b) **Exceptions.** This prohibition shall not apply to:

1. Pre-packaged beverages with plastic straws provided that such beverages are prepared and packaged outside the city and are not altered, packaged, or repackaged within the city.

2. The use of a plastic straw by any disabled person that requires or relies on the use of a plastic straw to consume beverages and/or food supplements.

3. A plastic straw that is included with and manufactured as a part of, or in combination with, a re-usable beverage container and is intended for continued and multiple uses with such container.

4. Use during a locally declared emergency.

Sec. 15-105. – Public education prior to enforcement.

Following adoption of this Article and for a period of 180 days, the city shall engage in public education efforts deemed appropriate by the city manager to educate persons regarding the provisions of this Article and to provide assistance in identifying alternatives to plastic straws.

Sec. 15-105. – Enforcement; penalties.

(a) Commencing 180 days after the adoption of the ordinance from which this Article derives, the city shall enforce violations of this Article.

(b) A violation of this article shall be punishable by a fine not to exceed two hundred fifty dollars (\$250.00) for the first violation and five hundred dollars (\$500.00) for each repeat violation. Each day a violation of this article occurs shall constitute a separate offense. The city may pursue enforcement of this article through its code compliance provisions; through the issuance of a code citation; through the issuance of a notice to appear; and, prosecution in county court. The penalty set forth herein and the remedies available to enforce the same shall not preclude any other penalties or remedies available at law or in equity including, without limitation, injunctive relief in the circuit court.

(c) Nothing stated herein shall be construed as a limitation to the city's remedies available to it through its contract, lease, permit or other contractual-based relationship with the violator.

Section 3. That the publisher of the Code of Ordinances of the City is authorized to conform chapter, article, section, subsection, and clause numbers and letters and capitalization, set forth in this Ordinance to the numbering, lettering and capitalization structure established in the Code of Ordinances of the City of Lake Worth Beach, Florida, and to correct non-substantive scrivener's errors in the codification of this Ordinance

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

Section 5. Severability. If any provision of this ordinance or the application thereof is held invalid by a court of competent jurisdiction, the invalidity shall not affect other provisions of the ordinance which can be given effect without the invalid provision or application, and to this end the provisions of this ordinance are declared severable.

Section 6. Effective Date. This ordinance shall become effective ten (10) days after its final passage.

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

- Mayor Pam Triolo
- Vice Mayor Andy Amoroso
- Commissioner Scott Maxwell
- Commissioner Herman Robinson

The Mayor thereupon declared this ordinance duly passed on first reading on the 15th day of December, 2020.

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

- Mayor Pam Triolo
- Vice Mayor Andy Amoroso
- Commissioner Scott Maxwell
- Commissioner Herman

The Mayor thereupon declared this ordinance duly passed on the _____ day of _____, 2021.

CITY OF LAKE WORTH BEACH

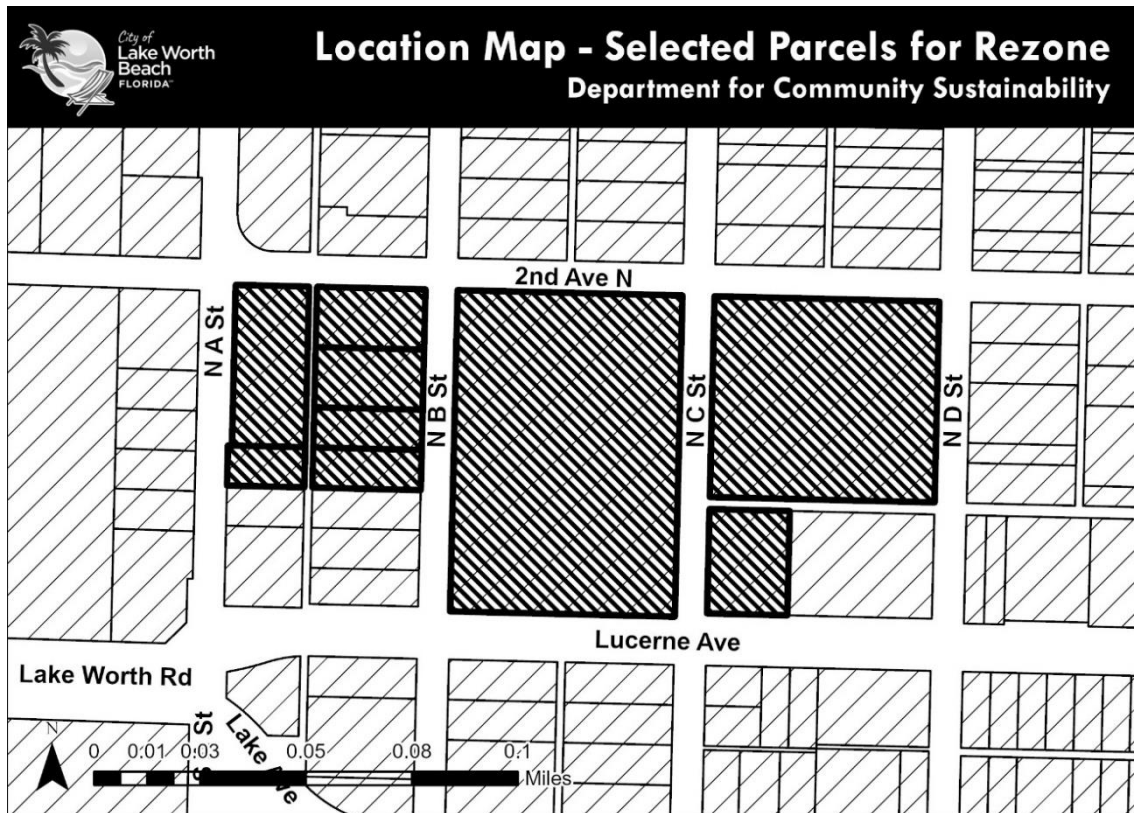
By: _____
Pam Triolo, Mayor

ATTEST:

Deborah M. Andrea, CMC, City Clerk

Exhibit A

Property Location: The subject eight (8) parcels are generally located south of 2nd Avenue North, east of North A Street, north of Lucerne Avenue and west of North D Street as depicted in the map below and include the following property control numbers: 38434421150060010, 38434421150040010, 38434421150020090, 38434421150020080, 38434421150020062, 38434421150020050, 38434421150020030, and 38434421150020021.



EXECUTIVE BRIEF REGULAR MEETING

AGENDA DATE: December 15, 2020

DEPARTMENT: City Clerk

TITLE:

Resolution No. 57-2020 - approving the Agreement with the Supervisor of Elections for the March 2021 election

SUMMARY:

The Agreement with the Supervisor of Elections makes minor amendments to the 2020 agreement for calendar year 2021. The City's Canvassing Board has changed from prior years' designations as the Supervisor of Elections will serve on the board in 2021.

BACKGROUND AND JUSTIFICATION:

Every year, the City approves a one-year agreement with the County Supervisor of Elections (SOE) for equipment use and election services. This agreement outlines all duties, responsibilities, and fees associated with the SOE assisting local municipal elections. Changes include adding the General Election date, allowing the use of poll locations for any training within the City's control, requiring a separate agreement for special elections or any other requested services, and providing at least a 90-day notice to request a special election.

The term of the agreement is from January 1, 2021 through December 31, 2021, and the City Clerk's Office has budgeted \$25,600.00 plus the cost of part time poll workers to conduct the General Election.

The resolution also designates the City Clerk or designee, Internal Auditor or designee and Supervisor of Elections to serve as the City's Canvassing Board.

MOTION:

Move to approve/disapprove Resolution 57-2020 approving the Agreement with the Supervisor of Elections for the March 2021 election.

ATTACHMENT(S):

Fiscal Impact Analysis
Resolution 57-2020
Agreement

FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2021	2022	2023	2024	2025
Capital Expenditures	0	0	0	0	0
Operating Expenditures	25,600	0	0	0	0
External Revenues	0	0	0	0	0
Program Income	0	0	0	0	0
In-kind Match	0	0	0	0	0
 Net Fiscal Impact	 0	 0	 0	 0	 0
 No. of Addn'l Full-Time Employee Positions	 0	 0	 0	 0	 0

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

Account Number	Account Description	Project Number	FY20 Budget	Current Balance	Agenda Expenditure	Balance
001-1030-511.49-50	Elections	N/A				

RESOLUTION NO. 57-2020 OF THE CITY OF LAKE WORTH BEACH, FLORIDA, APPROVING AN AMENDED AGREEMENT FOR VOTE PROCESSING EQUIPMENT USE AND ELECTION SERVICES BY AND BETWEEN THE PALM BEACH COUNTY SUPERVISOR OF ELECTIONS AND THE CITY OF LAKE WORTH BEACH; DESIGNATING THE CITY'S CANVASSING BOARD; AND PROVIDING AN EFFECTIVE DATE

WHEREAS, on October 6, 2015, the City of Lake Worth Beach approved an amended agreement with the Palm Beach County Supervisor of Elections for vote processing equipment use and election services; and

WHEREAS, the Palm Beach County Supervisor of Elections requests all municipalities provide additional language to the agreement; and

WHEREAS, the City of Lake Worth Beach shall conduct its annual Municipal General Election on Tuesday, March 9, 2021, pursuant to the City Charter, Article III, Section 2; and

WHEREAS, if necessary, the City of Lake Worth Beach shall conduct its Run-Off Election on Tuesday, March 23, 2021, pursuant to the City Charter, Article V, Section 4; and

WHEREAS, the City Commission hereby appoints the City Clerk or designee, Internal Auditor, or designee and the Palm Beach County Supervisor of Elections to serve as members of the City's Canvassing Board; and

WHEREAS, the needed changes have been included in a new amended agreement between the City of Lake Worth Beach and the Palm Beach County Supervisor of Elections.

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

Section 1. The foregoing recitals are hereby ratified and confirmed as being true and correct and are hereby made a specific part of this specific part of this resolution.

Section 2. The new amended agreement for vote processing equipment use and election services by and between the Palm Beach County Supervisor of Elections and the City of Lake Worth Beach is hereby approved and confirmed.

Section 3 The City Commission hereby appoints the City Clerk or designee, Internal Auditor, and Palm Beach County Supervisor of Elections to serve as members of the City's Canvassing Board for the Municipal General Election scheduled for Tuesday, March 9, 2021, and Run-Off Election, if necessary, scheduled for Tuesday, March 23, 2021.

Section 4. This resolution shall become effective upon its adoption.

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

Mayor Pam Triolo
Vice Mayor Andy Amoroso
Commissioner Scott Maxwell
Commissioner Herman Robinson

The Mayor thereupon declared this resolution duly passed and adopted this 15th
day of December, 2020.

LAKE WORTH BEACH CITY COMMISSION

By: _____
Pam Triolo, Mayor

ATTEST:

Deborah M. Andrea, CMC, City Clerk



Wendy Sartory Link

Palm Beach County Supervisor of Elections

**2021 MUNICIPAL ELECTION
VOTE PROCESSING EQUIPMENT USE
AND ELECTIONS SERVICES AGREEMENT**

This Vote Processing Equipment Use and Elections Services Agreement (hereinafter referred to as the “Agreement”) is hereby entered into by and between the **Palm Beach County Supervisor of Elections Office** (hereinafter referred to as “SOE”) and the **City of Lake Worth Beach, Florida** (hereinafter referred to as “MUNICIPALITY”).

WITNESSETH:

WHEREAS, pursuant to Section 101.34, Florida Statutes, SOE is the legal custodian of certified vote processing equipment owned by Palm Beach County, Florida, and is hereby charged with the responsibility for custody and maintenance of said equipment; and,

WHEREAS, MUNICIPALITY desires, or is otherwise statutorily obligated, to conduct an election that requires the use of vote processing equipment to count ballots; and,

WHEREAS, all vote processing equipment requires specially trained and knowledgeable individuals to program, operate and maintain said equipment; and,

WHEREAS, the Palm Beach County Board of County Commissioners has authorized SOE to provide any necessary terms and conditions for the use of such voting equipment; and,

WHEREAS, SOE can provide the necessary personnel to program, operate and maintain said equipment; and,

WHEREAS, MUNICIPALITY hereby acknowledges full responsibility for all applicable requirements under the Florida Election Code and any provision of the City Charter or municipal ordinances which may not be addressed or included in this Agreement.

NOW THEREFORE, in consideration of the premises and of the mutual promises, terms and conditions stated herein, SOE and MUNICIPALITY agree as follows:

ARTICLE 1 – RECITALS

The above recitals are true and correct and incorporated herein.

ARTICLE 2 – AGREEMENT

SOE shall provide MUNICIPALITY such necessary vote processing equipment and election services according to the terms and conditions stated in this Agreement, for the purposes of conducting a Municipal Election to be held on **March 9, 2021**, and a Run-Off Election, if necessary, along with the necessary vote processing equipment and election services to facilitate any early voting sites, polling locations and polling places as may be necessary and agreed upon by the parties.

ARTICLE 3 – OPERATION AND PROGRAMMING SERVICES

3.1 Municipal Services. For each election, MUNICIPALITY shall pay SOE for election operations.

3.2 Vote-By-Mail Ballots.

MUNICIPALITY shall pay SOE for vote-by-mail operations and materials.

3.3 Repairs. For any election, all maintenance, repairs or other troubleshooting services for vote processing equipment, including any tabulators, check-in devices, and other voting equipment, will be performed exclusively by SOE and such services are included in all stated charges. However, SOE does reserve the right to seek reimbursement from MUNICIPALITY for any repairs or maintenance caused by any negligent acts or omissions or unauthorized access by any employee of MUNICIPALITY which directly or indirectly causes damage to the SOE's voting equipment.

ARTICLE 4 – OTHER ELECTION CHARGES

4.1 Precinct Services. For each election, MUNICIPALITY shall pay SOE for precinct preparation and poll worker training.

4.2 Other. For each election and upon proper notice to MUNICIPALITY, MUNICIPALITY shall pay SOE for any other election services not contemplated herein which may be needed to conduct an orderly election.

ARTICLE 5 – TERM

For each election, the terms of this Agreement begin with ballot layout and conclude when ballots have been processed, election results have been certified, all vote processing equipment has been returned to the SOE's warehouse and an audit, if applicable, has been completed. In the event of an election contest or challenge, SOE agrees to cooperate in providing any public records which the SOE maintains or otherwise controls.

ARTICLE 6 – APPLICABLE REQUIREMENTS OF FLORIDA'S ELECTION CODE

MUNICIPALITY shall properly call the election in accordance with any Florida Statutes, applicable charter provisions or city ordinances. MUNICIPALITY agrees that the Municipal Clerk is responsible for the conduct of the MUNICIPALITY's elections and for ensuring compliance with all applicable Florida Statutes, including the Florida Election Code and any municipal charter provisions and ordinances. Any obligations or duties not set forth in this Agreement shall be the sole responsibility of MUNICIPALITY.

ARTICLE 7 – NOTICE AND ADVERTISEMENT OF ELECTIONS

7.1 Uniform Municipal Election. MUNICIPALITY shall prepare and arrange for publication of all legal advertising required by state and federal statutes, city charter and city ordinances. MUNICIPALITY agrees that all advertisements of elections conducted in Palm Beach County shall be published in both English and Spanish and that MUNICIPALITY shall be responsible for the accurate and complete translation of any such notices. SOE shall, if available, provide samples of required advertising upon request.

7.2 Run-Off Election. In the event of a run-off election, MUNICIPALITY shall prepare and arrange for publication of all legal advertising required by state and federal statutes, city charter and city ordinances. MUNICIPALITY agrees that all advertisements of elections conducted in Palm Beach County shall be published in both English and Spanish and that MUNICIPALITY shall be responsible for the accurate and complete translation of any such notices. SOE shall, if available, provide samples of required advertising upon request.

ARTICLE 8 – QUALIFYING OF CANDIDATES

MUNICIPALITY may provide qualifying packets to candidates. MUNICIPALITY shall accept and process all qualifying papers and fees. For audio ballots, MUNICIPALITY shall collect pronunciation guides from candidates at the time of qualifying and shall submit them to SOE at the close of qualifying.

If petitions are part of qualifying process, MUNICIPALITY shall pay SOE Ten Cents (\$.10) per name, or such other amount as determined per Florida Statutes or the Florida Administrative Code, checked to verify any signatures on qualifying petitions. SOE agrees to verify any signatures for any qualifying petitions timely submitted by MUNICIPALITY in the order such petitions are received.

In no event shall SOE issue any recommendations or make any legal determinations as to the qualifications of eligibility of any candidate for municipal office.

ARTICLE 9 – PRINTING OF BALLOTS AND BALLOT SERVICES

9.1 Uniform Municipal Election.

SOE shall place an order for sufficient quantity of Election Day ballots with a third-party printer as selected exclusively by SOE.

MUNICIPALITY shall furnish by no later than December 18, 2020, all ballot information in English, Spanish and Creole, including the name of the candidates as they are to appear on the ballot, the name of the Municipality, the name of the election, the title of office or referendum title, explanation, and questions.

SOE agrees to provide the layout of the ballot(s) based on the information furnished by MUNICIPALITY and deliver ballot layout to the approved printer. Both SOE and MUNICIPALITY must sign off on ballot proof(s).

MUNICIPALITY shall be responsible for providing all necessary translations of ballots, in accordance with Section 203 of the Voting Rights Act, as well as Creole translations for the ExpressVote machine.

Once test ballots are received from the printer, SOE will test all vote processing equipment in accordance with the standards established by the Florida Division of Elections and any applicable Florida Statutes. Upon receipt of the printed ballots from the printer, SOE shall receive, securely store and account for all ballots until disbursed to poll workers. SOE shall also control and limit all access to un-voted ballots while in possession of SOE.

9.2 Run-Off Election.

In the event of a run-off election, MUNICIPALITY will be responsible for providing all information stated in 9.1. MUNICIPALITY will again be responsible for providing any additional translations and must again approve ballot content and layout prior to printing.

MUNICIPALITY will be responsible for reimbursing SOE for any and all costs incurred.

ARTICLE 10 – POLL WORKERS

10.1 Selection and Training of Poll Workers. MUNICIPALITY is responsible for securing sufficient poll workers to appropriately staff each polling location. SOE will provide information regarding poll worker eligibility. SOE will train all poll workers in accordance with the Florida Election Code and other guidelines, procedures or regulations as followed or adopted for the conduct of elections in Palm Beach County. The clerk for MUNICIPALITY, or a representative, shall be in attendance for poll worker training sessions. Poll workers shall undergo job specific training and complete required number of training hours as specified by SOE poll worker department management. All necessary supplies and ballots will be provided by SOE and stored in precinct cabinets or transported in poll worker clerk bags.

10.2 Uniform Municipal Election. MUNICIPALITY shall pay poll workers directly for their services.

10.3 Run-Off Election. In the event of a run-off election, MUNICIPALITY shall pay poll workers directly for their services.

ARTICLE 11 – SELECTION OF POLLING PLACES

MUNICIPALITY shall provide ADA compliant Polling Places.

ARTICLE 12 – SAMPLE BALLOTS

12.1 Uniform Municipal Election.

MUNICIPALITY shall review the sample ballot(s) and confirm the accuracy of the election date, office, candidate name(s), polling locations, polling places and all other information contained therein. At MUNICIPALITY'S option, SOE shall coordinate the mailing of the sample ballots to all registered voters in the municipality prior to the election.

12.2 Run-Off Election.

In the event of a run-off election, SOE *shall not* create or mail sample ballots.

ARTICLE 13 – VOTE-BY-MAIL BALLOTS

SOE agrees to perform vote-by-mail services. MUNICIPALITY agrees to pay for all costs associated with mailing, collecting, and processing vote-by-mail ballots on behalf of MUNICIPALITY.

ARTICLE 14 – TRANSPORTATION OF ELECTIONS EQUIPMENT AND SUPPLIES

14.1 Uniform Municipal Election.

SOE will be responsible for delivery and pick up of any vote processing equipment. Election equipment will be delivered by SOE, or a third party representative of SOE on an agreed upon date, up to eight (8) days prior to the election. SOE, or a third party representative of SOE, will pick up voting equipment on an agreed upon date. SOE shall have full discretion and authority to hire and employ any outside third parties to assist with or perform delivery and pick up of voting equipment.

14.2 Run-Off Election.

SOE will maintain responsibility for transportation of equipment and supplies as stated in 14.1. MUNICIPALITY shall reimburse SOE for any and all costs incurred for equipment delivery and pickup.

14.3 MUNICIPALITY is not permitted to deliver any election equipment.

ARTICLE 15 – LOCATION AND STORAGE OF VOTING EQUIPMENT

All voting equipment shall be stored, maintained and located in a well-protected, secure, temperature-controlled, indoor room or facility. Once the voting equipment is delivered to a voting site, no equipment shall be relocated without the prior written approval of SOE.

ARTICLE 16 – CANVASSING OF ELECTION RESULTS

16.1 Uniform Municipal Election. MUNICIPALITY shall schedule and coordinate the date on which MUNICIPALITY'S Canvassing Board is to assemble to canvass the results of the election. MUNICIPALITY shall determine if the Supervisor of Elections will be a member of the MUNICIPALITY'S Canvassing Board and if so, shall coordinate such with SOE, according to availability of SOE. If applicable, MUNICIPALITY shall coordinate for the use of SOE facilities to conduct the Canvassing Board activities. MUNICIPALITY shall notice and advertise in both English and Spanish, as needed, the dates of any Canvassing Board meetings. MUNICIPALITY shall convene the Canvassing Board to determine which voted ballots are to be tabulated. MUNICIPALITY shall provide for collection of results from each precinct.

16.2 Run-Off Election. In the event of a run-off election, MUNICIPALITY shall schedule and coordinate the date on which MUNICIPALITY'S Canvassing Board is to assemble to canvass the results of the election. If applicable, MUNICIPALITY shall coordinate for the use of SOE facilities to conduct the Canvassing Board activities. MUNICIPALITY shall notice and advertise in both English and Spanish, as needed, the dates of any Canvassing Board meetings. MUNICIPALITY shall convene the Canvassing Board to determine which voted ballots are to be tabulated. MUNICIPALITY shall provide for collection of results from each precinct.

ARTICLE 17 – AUDITS

MUNICIPALITY agrees to pay SOE for any additional costs as may be necessary, including overtime expenses, for conducting an audit, if necessary.

ARTICLE 18 – POST-ELECTION RECORDS RETENTION

SOE shall process affirmation forms and sort, inventory, and pack all election materials for pickup by SOE for retention and disposition. SOE shall store or cause to be stored all necessary election records and ballots until expiration of retention period as prescribed by applicable Florida Statutes and Rules.

ARTICLE 19 – VOTER HISTORY

MUNICIPALITY and SOE will make mutually acceptable arrangements for recording and maintaining voter history. MUNICIPALITY is responsible for determining whether voters are eligible electors, pursuant to municipal charters and ordinances.

ARTICLE 20 – OTHER NECESSARY COSTS

Any additional costs or fees that may be incurred by SOE in compliance with the Florida Election Code and as a direct result of a municipal election, that are not specified in this Agreement, shall be paid for by MUNICIPALITY at rates and fees as established by SOE. Examples of such additional costs or reimbursements include, but are not limited to, the following:

- A. **Recounts.** Any expenditure for conducting a recount, including any overtime expenses for reprogramming voting equipment, and other expenses as may be necessary to conduct a recount; and,
- B. **Attorneys' Fees and Costs.** Reasonable attorneys' fees and costs incurred by SOE for research or representation on any election-related matter specific to the MUNICIPALITY shall be invoiced by SOE for reimbursement by MUNICIPALITY.

ARTICLE 21 – HOLD HARMLESS COVENANT

MUNICIPALITY shall at all times hereafter indemnify, hold harmless and, at SOE's option, defend or pay for an attorney selected by SOE to defend SOE, its officers, agents and employees against any and all claims, damages, injuries, losses, liabilities and expenditures of any kind, including reasonable attorneys' fees, court costs and expenses arising out of or resulting from any or all negligent acts or omissions by the MUNICIPALITY, its officers, or employees with respect to any election conducted pursuant to this Agreement. MUNICIPALITY also agrees to indemnify SOE against any administrative challenges, civil suits or other legal challenges or appeals that may arise, including reasonable attorneys' fees and costs, from the contest of the MUNICIPALITY's election results or the validation of any candidate qualifications for the MUNICIPALITY.

The foregoing indemnification shall not constitute a waiver by the MUNICIPALITY of its rights to sovereign immunity including, but not limited to, a waiver beyond the limits set forth at Sec. 768.28, Florida Statutes. In no case shall such limits for SOE or MUNICIPALITY extend beyond \$200,000 for any one person or beyond \$300,000 for any judgment which, when totaled with all other judgments, arises out of the same incident or occurrence. Furthermore, nothing

herein shall be construed as consent by the MUNICIPALITY, as a political subdivision of the state, or the SOE, as a state agency or subdivision of the State of Florida, to be sued by third-parties in any matter arising out of this Agreement or any contract.

These provisions shall not be construed to constitute agreement by either party to indemnify the other party for the negligent, willful or intentional acts or omissions of the other party or of that other party's officers, agents or employees.

ARTICLE 22 – ENTIRETY AND AMENDMENTS

The Agreement embodies this entire agreement between SOE and MUNICIPALITY and supersedes all prior agreements and understandings relating to the conduct of elections. No modification, amendment or alteration to this Agreement shall be effective of binding unless submitted in writing and executed by the duly authorized representatives of both SOE and MUNICIPALITY.

ARTICLE 23 – EFFECTIVE DATE

The effective date of this Agreement shall be the latest date of execution by duly authorized representatives of SOE and MUNICIPALITY as shown on the signature page hereto.

IN WITNESS WHEREOF, we, the undersigned, do hereby state that we have the authority to bind and obligate as promised herein, SOE and MUNICIPALITY for purposes of executing this agreement on the dates set forth below.

SOE:

Wendy Sartory Link,
Palm Beach County Supervisor of Elections

Date: _____

Ashley Houlihan, Esq.

CITY OF LAKE WORTH BEACH, FLORIDA

ATTEST:

By: _____
Pam Triolo, Mayor

By: _____
Deborah M. Andrea, City Clerk

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY:

APPROVED FOR FINANCIAL
SUFFICIENCY

By: _____
Glen J. Torcivia, City Attorney

By: _____
Bruce T. Miller, Financial Services Director

EXECUTIVE BRIEF REGULAR MEETING

AGENDA DATE: December 15, 2020

DEPARTMENT: Electric Utility

TITLE:

Second Amendment to the agreement with Simple Mind LLC for continued Professional Consultant Services communication outreach in the amount of \$43,000

SUMMARY:

Second Amendment to the existing agreement with Simple Mind LLC for continued Professional Consultant Services included, but not limited to communication outreach strategy for FY2021.

BACKGROUND AND JUSTIFICATION:

The City of Lake Worth Beach, Electric Utility Department entered into an agreement with Simple Mind LLC on August 19th 2019 to provide professional consulting services to include, but not limited to communication outreach strategy.

The purpose of this Second Amendment is to renew and continue the terms and conditions of consulting services to the City; and to authorize the aggregate cost of professional services in excess of \$50,000.

MOTION:

Move to approve/disapprove Second Amendment to the agreement with Simple Mind LLC for continued Professional Consultant Services communication outreach in the amount of \$43,000.

ATTACHMENT(S):

Fiscal Impact Analysis
Second Amendment

FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2021	2022	2023	2024	2025
Capital Expenditures	0	0	0	0	0
Operating Expenditures	\$43,000	0	0	0	0
External Revenues	0	0	0	0	0
Program Income	0	0	0	0	0
In-kind Match	0	0	0	0	0
Net Fiscal Impact	\$43,000	0	0	0	0
No. of Addn'l Full-Time Employee Positions	0	0	0	0	0

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

Account Number	Account Description	Project Number	FY20 Budget	Current Balance	Agenda Expenditure	Balance
401-6010-531-31.90	Other Prof. Services		\$402,160	\$307,330	-\$43,000	\$264,330

**SECOND AMENDMENT TO
PROFESSIONAL SERVICES AGREEMENT**

This Second Amendment to the Professional Services Agreement (“Second Amendment”) is made as of the _____, by and between the **City of Lake Worth Beach**, a Florida municipal corporation (“CITY”), and **Simple Mind Corporation**, A Georgia Corporation, whose mailing address is 10800 Alpharetta Hwy, Suite 208-431, Roswell, GA, 30076 (“CONSULTANT”).

WHEREAS, on August 19, 2019, the CITY and CONSULTANT entered into a Professional Services Agreement for the CONSULTANT to provide certain professional services included, but not limited to, communication outreach strategy services based on the CONSULTANT’s distinct field of expertise in Florida and beyond for providing such consulting services (the “Agreement”); and

WHEREAS, on January 31, 2020, the CITY and CONSULTANT amended this Agreement to add additional services for the communications outreach strategy for the City of Lake Worth Beach Electric Utility;

WHEREAS, the CONSULTANT has extensive experience with local governments in a variety of matters related to communication outreach strategy services; and

WHEREAS, the CONSULTANT has completed the services for the Phase 1 and Phase 2 that included development of the Lake Worth Beach communication strategy core messaging and communication strategy as a foundation for communication execution;

WHEREAS, under the CITY’s procurement policy, the City Commission is authorized to approve an agreement with a consultant with a distinct field of expertise without competitive selection; and

WHEREAS, the purpose of this Second Amendment is for CONSULTANT to continue to provide services for of the communication outreach strategy under the same terms and conditions.

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

1. **Recitals.** The above recitals are true and correct and are incorporated herein by reference.
2. **Term.** The term of this Second Amendment shall be through January 31, 2021 unless earlier terminated as stated in the Agreement (as amended). The parties may extend the Agreement for additional terms, which extension(s) may be approved by the City Manager under the same basic terms and conditions.
3. **E-Verify.** Pursuant to Section 448.095(2), Florida Statutes, beginning on January 1, 2021, the CONSULTANT shall:
 - a. Register with and use the E-Verify system to verify the work authorization status of all newly hired employees and require all subcontractors (providing services or receiving funding under this Agreement) to register with and use the E-Verify system to verify the work authorization status of all the subcontractors’ newly hired employees;
 - b. Secure an affidavit from all subcontractors (providing services or receiving funding under this Agreement) stating that the subcontractor does not employ, contract with, or subcontract with an “unauthorized alien” as defined in Section 448.095(1)(k), Florida Statutes;

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

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, the CONSULTANT 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.

4. **Entire Agreement.** The CITY and the CONSULTANT agree that First and Second Amendments and the Agreement set forth the entire agreement between the parties, and that there are no promises or understandings other than those stated herein. None of the provisions, terms and conditions contained in the Agreement including the First and Second Amendments 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 Agreement not amended by the First and Second Amendment remain in full force and effect.

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

REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK
SIGNATURE PAGE FOLLOWS

IN WITNESS WHEREOF, the parties hereto have made and executed this Second Amendment to the Professional Services Agreement on the day and year first above written:

CITY OF LAKE WORTH BEACH, FLORIDA

ATTEST:

By: _____
Deborah M. Andrea, City Clerk

By: _____
Pam Triolo, Mayor

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY:

APPROVED FOR FINANCIAL
SUFFICIENCY

By: _____
Glen J. Torcivia, City Attorney

By: _____
Bruce T. Miller, Financial Services Director

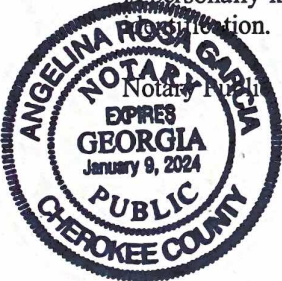
CONSULTANT: Simple Mind Corporation

By: _____
Print Name: Michael Taylor
Title: owner

[Corporate Seal]

STATE OF Georgia)
COUNTY OF Cherokee)

The foregoing instrument was acknowledged before me this 7 day of December 2020, by Michael Taylor, who was physically present, as owner (title), of Simple Mind Corporation, A Georgia Corporation, which is authorized to do business in the State of Florida, and who is personally known to me or who has produced the following drivers license as owner as to his/her/its/its/its location.



Print Name: Angelina R. Garcia
My commission expires: 01/09/2024

EXECUTIVE BRIEF REGULAR MEETING

AGENDA DATE: December 15, 2020

DEPARTMENT: Electric Utility

TITLE:

Ratification of Second Amendment to original Agreement with ENCO Utility Services, LLC

SUMMARY:

Ratification of Second Amendment to original Agreement with ENCO Utility Services, LLC and authorization of funding the amendment to provide Utility Call Center Support Services for Electric Utilities and the Customer Service division at an amount not exceed \$570,000 for Fiscal Year 2021 and \$175,000 for Fiscal Year 2022.

BACKGROUND AND JUSTIFICATION:

The FMPA issued a Request for Proposal (RFP #2018-214) for qualified firms to offer Utility Call Center Support Services for the Customer Service division. The City Commission approved the FMPA agreement with ENCO on August 21, 2018 and retained ENCO to provide call center services to the City. The agreement has an initial term of five (5) years from August 10, 2018 to August 10, 2023, with five (5) additional single year renewal options.

Utilizing the ENCO Agreement has allowed the City to offer its customers 7x24 access to a customer service representative, something that was not possible under the previous business model of handling customer service calls in person at the Annex or via phone only during business hours. Similarly customers' payment options are now available 7x24 on-line, via phone, and in person at multiple off-site locations nationwide.

The estimated Fiscal Year expenditure with the new price per customer service call is approximately \$570,000 for FY2021. The City is hereby requesting authorization of funding in the amount of \$570,000 for Fiscal Year 2021 and \$175,000 for Fiscal Year 2022. The costs for these services will be funded by the Customer Service Division's GL# 401-1240-513.34-50 which is allocated between Electric, Water and Sewer Departments annually.

MOTION:

Move to approve/disapprove Ratification of the Second Amendment to original Agreement with ENCO Utility Services, LLC at an amount not exceed \$570,000 for Fiscal Year 2021 and \$175,000 for Fiscal Year 2022.

ATTACHMENT(S):

Fiscal Impact Analysis
Second Amendment

FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2021	2022	2023	2024	2025
Capital Expenditures	0	0	0	0	0
Operating Expenditures	\$570,000	\$175,000	0	0	0
External Revenues	0	0	0	0	0
Program Income	0	0	0	0	0
In-kind Match	0	0	0	0	0
Net Fiscal Impact	\$570,000	\$175,000	0	0	0
No. of Addn'l Full-Time Employee Positions	0	0	0	0	0

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

Account Number	Account Description	Project Number	FY21 Budget	Current Balance	Agenda Expenditure	Balance
401-1240-513.34-50	Contractual Services		\$570,000	\$570,000	-\$570,000	\$0

**SECOND AMENDMENT TO AGREEMENT FOR
UTILITY CALL CENTER SUPPORT SERVICES
(Utilizing the FMPA Contract)**

THIS SECOND AMENDMENT TO AGREEMENT FOR UTILITY CALL CENTER SUPPORT SERVICES (“Amendment” hereafter) is made as of the _____, by and between the **City of Lake Worth Beach**, a Florida municipal corporation (“City”) and **ENCO Utility Services LLC**, a limited liability company to do business in the State of Florida (“Contractor”).

RECITALS

WHEREAS, on August 21, 2018, the City and Contractor entered that Agreement for Utility Call Center Support Services (the “Agreement”); and,

WHEREAS, the Agreement was originally based upon the August 10, 2018 Florida Municipal Power Agency (“FMPA”) awarded contract with the Contractor for call center support services (the “FMPA Contract”); and,

WHEREAS, on March 23, 2020 the City and the Contractor amended the Agreement until December 31, 2020 and revised some terms and conditions; and,

WHEREAS, due to unique circumstances and the City’s need for the services to be continued until the City can pursue a formal solicitation process for the services unique to the City, the City and the Contractor now wish to amend the agreement until December 31, 2021; and

WHEREAS, both parties desire to amend the Agreement and to extend the term as set forth herein.

NOW THEREFORE, in consideration of the mutual promises set forth herein, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree to amend the Agreement as follows:

1. **Recitals**. The parties agree that the recitals set forth above are true and correct and are fully incorporated herein by reference.
2. **Term**. Section 2 of the Agreement, regarding the term, is amended to extend the term until December 31, 2021, subject to earlier termination as provided in this Amendment.
3. **Termination**. The Agreement and this Amendment may be terminated by either party upon three (3) months written notice to the other party.
4. **E-Verify**. Pursuant to Section 448.095(2), Florida Statutes, beginning on January 1, 2021, the CONSULTANT shall:
 - a. Register with and use the E-Verify system to verify the work authorization status of all newly hired employees and require all subcontractors (providing services or

receiving funding under this Agreement) to register with and use the E-Verify system to verify the work authorization status of all the subcontractors' newly hired employees;

b. Secure an affidavit from all subcontractors (providing services or receiving funding under this Agreement) stating that the subcontractor does not employ, contract with, or subcontract with an "unauthorized alien" as defined in Section 448.095(1)(k), Florida Statutes;

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

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, the CONSULTANT 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

5. Entire Agreement. The City and Contractor agree that the First Amendment, this Second Amendment and the Agreement set forth the entire agreement between the parties, and that there are no promises or understandings other than those stated herein. None of the provisions, terms and conditions contained in the Agreement including First and Second Amendments may be added to, modified, superseded or otherwise altered, except by written instrument executed by the parties hereto.

6. Legal Effect. This Amendment shall not become binding and effective until approved by the City Commission.

7. Counterparts. This Amendment 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 Amendment. This Amendment may be executed electronically.

8. Amendment. Except for the provisions of the Agreement specifically modified by the First and Second Amendments, all other terms and conditions of the Agreement shall remain in full force and effect.

REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK
SIGNATURE PAGE FOLLOWS

IN WITNESS WHEREOF, the City and Contractor hereto have made and executed this Second Amendment to the Agreement for Utility Call Center Support Services as of the day and year first above written.

ATTEST:

**CITY OF LAKE WORTH BEACH,
FLORIDA**

Pam Triolo, Mayor

Deborah M. Andrea, CMC, City Clerk

Approved as to form and
legal sufficiency:

Approved for Financial Sufficiency:

Glen J. Torcivia, City Attorney

Bruce T. Miller, Financial Services Director

CONTRACTOR:

ENCO UTILITY SERVICES LLC

By: _____

[Corporate Seal]

Print Name: _____

Title: _____

STATE OF _____)
COUNTY OF _____)

The foregoing instrument was acknowledged before me this _____ day of _____, 2020, by _____, who was physically present, as _____ of ENCO Utility Services LLC, a limited liability company authorized to do business in the State of Florida, and who is personally known to me or who has produced the following _____ as identification.

NOTARY PUBLIC

EXECUTIVE BRIEF REGULAR MEETING

AGENDA DATE: December 15, 2020

DEPARTMENT: Electric Utility

TITLE:

Agreement with Dis-Tran Steel, LLC for steel products for electrical substations

SUMMARY:

Agreement with Dis-Tran Steel, LLC authorizes for the purchase of steel products to be utilized in substation construction as a part of the electric utility's System Hardening and Reliability Improvement Project (SHRIP).

BACKGROUND AND JUSTIFICATION:

City issued a Request for Proposal (RFP 20-209) seeking proposals from qualified firms to supply and deliver various types of steel products utilized in the construction of electrical substations throughout the SHRIP project. Dis-Tran Steel was the only responsive bidder and has been selected for the fabrication and delivery of the steel bus structure components to be utilized.

Over the course of the past year the Electric Utility has worked with engineering design firm EC Fennell on the design of an upgraded 7th Avenue North substation, the first of a number of substations to be upgraded as a part of SHRIP. Planned substation upgrades consist of a voltage conversion from 4kV to 26kV and including features such as; replacement of the aged single station transformer with multiple voltage regulators, new breakers, switches, relays, monitoring systems, control house and overhead steel bus structure to support electrical conductors.

MOTION:

Move to approve/disapprove Agreement with Dis-Tran Steel, LLC for steel products for electrical substations in the amount of \$130,000 for the initial purchase associated with the 7th Avenue North Substation, with a not to exceed amount of \$500,000 annually for additional substation materials for Fiscal Years 2021 – 2025.

ATTACHMENT(S):

Fiscal Impact Analysis
Agreement for Substation Steel Products

FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2021	2022	2023	2024	2025
Capital Expenditures	0	0	0	0	0
Operating Expenditures	\$130,000	\$500,000	\$500,000	\$500,000	\$500,000
External Revenues	0	0	0	0	0
Program Income	0	0	0	0	0
In-kind Match	0	0	0	0	0
Net Fiscal Impact	\$130,000	\$500,000	\$500,000	\$500,000	\$500,000
No. of Addn'l Full-Time Employee Positions	0	0	0	0	0

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

Account Number	Account Description	Project Number	FY21 Budget	Current Balance	Agenda Expenditure	Balance
421-6034-531-63.15	Improve Other than Build / Infrastructure	SH2110	\$\$1,500,000	\$0	-\$130,000	\$130,000

**AGREEMENT FOR GOODS AND SERVICES
(Steel Products for Electrical Substations)**

THIS AGREEMENT (hereinafter "Agreement") is made this _____ day, between the **City of Lake Worth Beach**, Florida, a municipal corporation (hereinafter the "CITY"), with its office located at 7 North Dixie Highway, Lake Worth Beach, Florida 33460, **Dis-Tran Steel, LLC** a company registered to do business in the State of Florida (hereinafter the "CONTRACTOR"), with its principal office located at 4725 HWY 28 E Pineville, LA 71360.

RECITALS

WHEREAS, the CITY is a municipal corporation organized and existing pursuant to the Charter and the Constitution of the State of Florida; and

WHEREAS, the CITY issued Request for Proposal #20-209 for Steel Products for Electrical Substations (hereinafter "RFP"); and

WHEREAS, the CONTRACTOR submitted a proposal in response to the RFP; and

WHEREAS, the City desires to accept CONTRACTOR's proposal in order for CONTRACTOR to provide the goods and services to the CITY pursuant to the terms and conditions of the Agreement; and

WHEREAS, the CONTRACTOR further warrants that it is experienced and capable of providing the goods and services hereunder in a professional and competent manner; and

WHEREAS, the CITY finds entering this Agreement with the CONTRACTOR as described herein serves a valid public purpose.

NOW THEREFORE, the CITY hereby engages the services of the CONTRACTOR, and in consideration of the mutual promises herein contained, the sufficiency of which is hereby acknowledged by both parties, the parties agree as follows:

1. TERM

1.1 The term of this Agreement shall commence upon the approval of this Agreement by the City Commission and the CITY's issuance of a Purchase Order. The CONTRACTOR agrees to provide all goods and services required under this Agreement for the period of up to five (5) years, which may be extended by mutual, written agreement between the CITY and CONTRACTOR. The CITY is initially purchasing goods and services for one (1) substation (the "Initial Substation" hereinafter); but anticipates up to five (5) additional substation projects. Each substation should be similar in design as provided in the RFP, but may vary in quantity based on utility design and needs. The City reserves the right to increase the number of locations as demand requires it and dependent on the CITY's funding availability.

2. SCOPE OF WORK

2.1 The goods and services to be provided by the CONTRACTOR to the CITY under this Agreement are generally described as the fabrication, galvanizing, and delivery requirements of

steel products for electrical substations, and as further detailed in the RFP (hereinafter the "Scope of Work").

2.2 The CONTRACTOR represents to the CITY that all goods and services provided under this Agreement shall be in accordance with the Scope of Work and accepted and established trade practices and procedures recognized in the CONTRACTOR's trade in general and that the goods and services shall conform to the standards generally accepted in the CONTRACTOR's industry and in accordance with this Agreement.

2.3 The CONTRACTOR represents that it is licensed to do business in the State of Florida and holds and will maintain all applicable licenses required for the goods and services to be provided under this Agreement. The CONTRACTOR further warrants its capability and experience to provide the goods and services herein in a professional and competent manner.

2.4 The goods and services provided by the CONTRACTOR or under its supervision and all personnel engaged in providing the goods and services shall be fully qualified and, if required, authorized or permitted under the state and local law to provide such goods and services. All of the CONTRACTOR's personnel (and all subcontractors), while on CITY premises, shall comply with all CITY requirements governing safety, conduct and security.

2.5 The goods and services shall be provided to the CITY in accordance with the Scope of Work and all terms and conditions of this Agreement and all applicable laws.

3. INDEPENDENT CONTRACTOR; USE OF AGENTS OR ASSISTANTS

3.1 The CONTRACTOR is and shall be, in the provision of goods and services under this Agreement, an independent contractor, and not an employee, agent, or servant of the CITY. All persons providing the goods and services pursuant to this Agreement shall at all times, and in all places, be subject to the CONTRACTOR's sole direction, supervision, and control. The CONTRACTOR shall exercise control over the means and manner in which it and its employees provide the goods and services to the CITY.

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

4. MATERIALS

4.1 The CONTRACTOR shall provide all goods as more specifically set forth in the Scope of Work or as reasonably necessary to provide the goods and services required herein unless otherwise specified in writing by the CITY.

5. FEE AND ORDERING MECHANISM

5.1 For the provision of all goods and services as detailed in the Scope of Work for the Initial Substation, the CONTRACTOR shall be paid an amount not to exceed **One Hundred Thirty Thousand Dollars (\$130,000)**.

5.2 Should the CITY require additional goods and services for the Initial Substation (or future substations that may be ordered by the CITY), which additional goods and services are not included in the Scope of Work, the CITY and CONTRACTOR will prepare and execute a written amendment to this Agreement setting forth the additional goods and services and the total cost for the same prior to any such additional goods and services being provided by the CONTRACTOR.

5.3 The CITY's ordering mechanism for the Initial Substation Unit will be by a City issued Purchase Order. If the CITY decides to order any additional substations, such additional substations will be by a fully executed written amendment to this Agreement by the parties or by a CITY issued Purchase Order. For all CITY issued Purchase Order(s), the terms and conditions stated in this Agreement and any amendment thereto will apply. The CONTRACTOR shall not exceed the amount expressed herein or in any CITY issued Purchase Order or amendment hereto. The CITY's Fiscal Year ends on September 30th of each calendar year. Except for purchases authorized in a prior fiscal year and fully appropriated and funded, the CITY cannot authorize the purchase of additional goods or services beyond September 30th of each calendar year, prior to the annual budget being approved by the CITY's City Commission.

6. MAXIMUM COSTS

6.1 The CONTRACTOR expressly acknowledges and agrees that the total cost to complete the work for the Initial Substation is as set forth above for the Initial Substation. However, it is anticipated that the CITY may spend up to no more than \$500,000.00 annually under this Agreement for additional substations. The CITY does not guarantee that the CITY will purchase any other substations from the CONTRACTOR except the Initial Substation.

7. INVOICE

7.1 The CONTRACTOR shall submit an itemized invoice to the CITY for the Initial Substation upon delivery, complete installation, and final acceptance of the Initial Substation by the CITY. Final acceptance occurs when all services under the Scope of Work (including punch-list items) have been completed by the CONTRACTOR and the completed goods and other deliverables for the Initial Substation (or any additionally purchased substations) have been delivered to the CITY and accepted by the CITY. The CITY's acceptance shall not be unreasonably withheld, conditioned, or delayed.

7.2 The CONTRACTOR shall be paid by the CITY within thirty (30) days of receipt of an approved invoice for all goods and services under the Scope of Work for the Initial Substation. Any changes to this invoicing process for additional substation(s) shall be addressed for each additional substation in the amendment to this Agreement or the CITY's issued Purchase Order.

7.3 If the CITY disputes any invoice or part of an invoice, CITY shall notify the CONTRACTOR within a reasonable time after receipt of the invoice. CITY reserves the right to off-set, reduce or withhold any payment to the CONTRACTOR until the dispute is resolved.

8. AUDIT BY CITY

8.1 The CONTRACTOR shall permit the CITY, or any authorized representatives of the CITY, at all reasonable times, access to and the right to examine all records, books, papers or documents related to the CONTRACTOR's performance of any time and material Work under this Agreement including, but not limited to, expenses for sub-contractors, agents or assistants, direct

and indirect charges for work performed and detailed documentation for all such work performed or to be performed under this Agreement.

9. COPIES OF DATA/DOCUMENTS

9.1 Copies or original documents prepared by the CONTRACTOR in relation to the Scope of Work associated with this Agreement shall be provided to the CITY. Data collected, stored, and/or provided shall be in a form acceptable to the CITY and agreed upon by the CITY.

10. OWNERSHIP

10.1 Each and every report, draft, work product, map, record, and other document reproduced, prepared, or caused to be prepared by the CONTRACTOR specifically for the CITY pursuant to or in connection with this Agreement shall be the exclusive property of the CITY. CONTRACTOR shall retain all intellectual property developed by CONTRACTOR prior to or independently of the Scope of Work, even if incorporated into the Scope of Work, as well as all know-how acquired in the course of performing the Scope of Work. To the extent that any such CONTRACTOR intellectual property is incorporated into the Scope of Work and necessary for the CITY to fully utilize the Scope of Work, CONTRACTOR grants the CITY a non-exclusive, full-paid, royalty-free, non-transferable, non-assignable license to use such intellectual property for the limited purposes of installing, operating, maintaining, repairing or replacing the Scope of Work.

11. WRITTEN AUTHORIZATION REQUIRED

11.1 The CONTRACTOR shall not make changes in the Scope of Work or work or perform any additional work or provide any additional goods and services this Agreement without first obtaining written authorization from the CITY for such additional materials, work, or goods and services. Additional materials, work or goods and services provided without written authorization shall be done at the CONTRACTOR's sole risk and without payment from the CITY.

12. DEFAULTS, TERMINATION OF AGREEMENT

12.1 If the CONTRACTOR fails to timely provide the goods and services under the Scope of Work or has failed in any other respect to satisfactorily perform in accordance with this Agreement, or, is in material breach of a term or condition of this Agreement, the City Manager or designee may give written notice to the CONTRACTOR specifying the default(s) to be remedied. Such notice shall set forth a reasonable timeframe for correcting the default(s) and any suggested corrective measures. If the CONTRACTOR does not remedy the default(s) within the timeframe provided in the CITY's notice or commence good faith steps to remedy the default to the reasonable satisfaction of the CITY, the CITY may take such action to remedy the default and all expenses related thereto shall be borne by the CONTRACTOR including, without limitation, utilization of another contractor to provide for such work and all of the CITY's legal fees; and/or, the CITY may withhold any money due or which may become due to the CONTRACTOR for such expense and/or work related to the claimed default. Alternatively, or in addition to the foregoing, if after five (5) business days the CONTRACTOR has not remedied defaults or commenced good faith steps to remedy defaults to the satisfaction of the CITY, the CITY may elect to terminate this Agreement. No cancellation fee or other compensation shall be paid by the CITY for demobilization, take-down, disengagement, wind-down, lost profits, or other costs incurred due to termination of this Agreement under this paragraph.

12.2 Notwithstanding paragraph 12.1, the CITY reserves the right and may elect to terminate this Agreement at any time, with or without cause. At such time, the CONTRACTOR would be compensated only for that work which has been satisfactorily performed to the date of termination as well as reasonable and documented demobilization costs and actual and documented costs to cancel supply agreements and subcontracts. No compensation shall be paid for lost profits, or other costs incurred due to termination of this Agreement under this paragraph.

12.3 If the CITY fails to timely perform in accordance with this Agreement; or, is in material breach of a term or condition of this Agreement, the CONTRACTOR may give written notice to the CITY specifying the default(s) to be remedied. Such notice shall set forth a reasonable timeframe for correcting the default(s) and any suggested corrective measures. If the CITY does not remedy the default(s) within the timeframe provided in the CONTRACTOR's notice or commence good faith steps to remedy the default to the reasonable satisfaction of the CONTRACTOR, the CONTRACTOR may take such action to remedy the default and all expenses related thereto shall be borne by the CITY; and/or, the CONTRACTOR may withhold any work. Alternatively, or in addition to the foregoing, if after three (3) business days the CITY has not remedied defaults or commenced good faith steps to remedy defaults to the satisfaction of the CONTRACTOR, the CONTRACTOR may elect to terminate this Agreement.

13. INSURANCE

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

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

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

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

14. WAIVER OF BREACH

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

15. INDEMNITY

15.1 The CONTRACTOR shall indemnify, defend and hold harmless, to the maximum extent permitted by law, the CITY and its officers, agents, employees and representatives, from and against any and all liability, suit, actions, proceedings, judgments, claims, losses, liens, damages, injuries (whether in contractor or in tort, including for personal injury, accidental death, or property damage), including all reasonable costs, expenses and attorney's fees for litigation, arbitration, mediation and appeals, to the extent arising out of or related to the negligent or willful acts, omissions or neglect of the CONTRACTOR or any of its agents, employees, subcontractors or by anyone the CONTRACTOR directly or indirectly employed, as well as any and all liability, suit, actions, proceedings, judgments, claims, losses, liens, reasonably attorney's fees, and damages for patent infringement.

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

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

15.4 Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the CITY or CONTRACTOR. Further, nothing contained in this Agreement shall be construed or interpreted as consent by the CITY to be sued, nor as a waiver of the CITY's right to sovereign immunity beyond the waiver provided in section 768.28, Florida Statutes, as amended from time to time.

15.5 The CONTRACTOR's failure to comply with this section's provisions shall constitute a material breach upon which the CITY may immediately terminate or suspend this Agreement.

16. ENTIRE AGREEMENT AND ORDER OF PRECEDENCE

16.1 This Agreement consists of the terms and conditions provided herein; the RFP (including all specifications, exhibits and addenda attached thereto or referenced therein); and, the CONTRACTOR's quote. To the extent that there exists a conflict between this Agreement and the remaining documents, the terms, conditions, covenants, and/or provisions of this Agreement shall prevail with the RFP (including all specifications, exhibits and addenda attached thereto) next taking precedence. Wherever possible, the provisions of such documents shall be construed in such a manner as to avoid conflicts between provisions of the various documents.

16.2 This Agreement supersedes any and all other Agreements, either oral or in writing, between the parties hereto with respect to the subject matter hereof, and no other Agreement, statement, or promise relating to the subject matter of this Agreement which is not contained herein shall be valid or binding. This Agreement may be executed electronically.

17. ASSIGNMENT

17.1 Nothing under this Agreement shall be construed to give any rights or benefits to any party other than the CITY and the CONTRACTOR. All duties and responsibilities under this Agreement shall be for the sole and exclusive benefit of the CITY and the CONTRACTOR and not for the benefit or any other party. The CONTRACTOR shall not assign any right or interest in this Agreement, and shall not delegate any duty owned, without the CITY's prior written consent. Any attempted assignment or delegation shall be void and totally ineffective for all purposes, and shall constitute a material breach upon which the CITY may immediately terminate or suspend this Agreement.

17.2 In the event the CITY consents to an assignment or delegation, the assignee, delegate, or its legal representative shall agree in writing to personally assume, perform, and be bound by this Agreement's covenants, conditions, obligations and provisions.

18. SUCCESSORS AND ASSIGNS

18.1 Subject to the provision regarding assignment, this Agreement shall be binding on the heirs, executors, administrators, successors, and assigns of the respective parties.

19. WAIVER OF TRIAL BY JURY

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

20. GOVERNING LAW AND REMEDIES

20.1 The validity of this Agreement and of any of its terms or provisions, as well as the rights and duties of the parties hereunder, shall be governed by the laws of the State of Florida and venue shall be in Palm Beach County, Florida.

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

21. TIME IS OF THE ESSENCE

21.1 Time is of the essence in the completion of the goods and services as specified herein.

22. NOTICES

22.1 All notices hereunder must be in writing and, unless otherwise provided herein, shall be deemed validly given on the date when personally delivered to the address indicated below; or on the third (3rd) business day following deposit, postage prepaid, using certified mail, return receipt requested, in any U.S. postal mailbox or at any U.S. Post Office; or when sent via nationally recognized overnight courier to the address indicated below. Should the CITY or the CONTRACTOR have a change of address, the other party shall immediately be notified in writing

of such change, provided, however, that each address for notice must include a street address and not merely a post office box. All notices, demands or requests from the CONTRACTOR to the CITY shall be given to the CITY address as follows:

Michael Bornstein, City Manager
City of Lake Worth Beach
7 North Dixie Highway
Lake Worth Beach, Florida 33460

All notices, demands or requests from the CITY to the CONTRACTOR shall be given to the CONTRACTOR address as follows:

Dis-Tran Steel, LLC
4725 HWY 28 E
Pineville, LA 71360

23. SEVERABILITY

23.1 Should any part, term or provision of this Agreement or any document required herein to be executed be declared invalid, void or unenforceable, all remaining parts, terms and provisions hereof shall remain in full force and effect and shall in no way be invalidated, impaired or affected thereby.

24. DELAYS AND FORCES OF NATURE

24.1 The CONTRACTOR shall not be considered in default by reason of a delay in timely performance if such delay and failure arises out of causes reasonably beyond the control of the CONTRACTOR or its subcontractors and without their fault or negligence. Upon the CONTRACTOR'S request, the CITY shall consider the facts and extent of any such delay and failure to timely perform the work for reason beyond the control of the CONTRACTOR and, if the CONTRACTOR'S delay and failure to timely perform was without it or its subcontractors' fault or negligence, as determined by the CITY in its discretion, the time of completion and/or the reasonable fee for the Scope of Work shall be equitably adjusted; subject to the CITY'S rights to change, terminate, or stop any or all of the work at any time. If the CONTRACTOR is delayed at any time in the progress of the work by any act or neglect of the CITY or its employees, or by any other contractor employed by the CITY, or by changes ordered by the CITY or in an unusual delay in transportation, unavoidable casualties, or any causes beyond the CONTRACTOR'S control, or by delay authorized by the CITY pending negotiation or by any cause which the CITY, in its discretion, shall decide justifies the delay, then the time of completion shall be extended for any reasonable time the CITY, in its discretion, may decide. No extension of time or equitable adjustment shall be made for any delay occurring more than ten (10) days before a claim therefore is made in writing to the CITY unless the impacts of the delay were not known to CONTRACTOR, in which case CONTRACTOR shall make such claim within 10 days of when it knew or should have reasonably known of the impacts of the delay. In the case of continuing cause of delay, only one (1) claim is necessary. The CONTRACTOR specifically waives any right to seek any indirect monetary damages or losses for a delay in completion of the work, including, but not limited to, waiving any right to seek monetary amounts for lost profits, additional overhead, salaries, lost productivity, efficiency losses, or any other alleged indirect monetary losses which may be allegedly suffered by CONTRACTOR due to a delay in completion of the work.

25. COUNTERPARTS

25.1 This Agreement may be executed in counterparts, each of which shall be an original, but all of which shall constitute one and the same document. The parties may sign this Agreement electronically and fax or e-mail the electronically signed version to the other party. The electronically signed versions of this Agreement shall be treated as originals.

26. LIMITATIONS OF LIABILITY

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

27. PUBLIC ENTITY CRIMES

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

28. PREPARATION

28.1 This Agreement shall not be construed more strongly against either party regardless of who was more responsible for its preparation.

29. PALM BEACH COUNTY INSPECTOR GENERAL

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

30. ENFORCEMENT COSTS

30.1 All parties shall be responsible for their own attorneys' fees, court costs and expenses if any legal action or other proceeding is brought for any dispute, disagreement, or issue of construction or interpretation arising hereunder whether relating to the Agreement's execution, validity, the obligations provided therein, or performance of this Agreement, or because of an alleged breach, default or misrepresentation in connection with any provisions of this Agreement.

31. PUBLIC RECORDS

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

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

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

32. COPYRIGHTS AND/OR PATENT RIGHTS

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

33. COMPLIANCE WITH OCCUPATIONAL SAFETY AND HEALTH

33.1 CONTRACTOR certifies that all goods provided under this Agreement shall meet all OSHA requirements. CONTRACTOR further certifies that, if the goods are subsequently found to be deficient in any OSHA requirements in effect on date of delivery, all costs necessary to bring the goods into compliance with the aforementioned requirements shall be borne by the CONTRACTOR.

34. FEDERAL AND STATE TAX

34.1 The CITY is exempt from Federal Tax and State Tax for Tangible Personal Property. The Procurement Official will provide the CONTRACTOR with a signed exemption certificate. Upon prompt written notice to the CITY of any claim or other applicable notice arising from or related to this Agreement, the CITY shall defend, indemnify and hold harmless CONTRACTOR from any Federal Tax and State Tax for Tangible Personal Property as well as associated interest and penalties assessed against CONTRACTOR as a result of its reliance on the CITY's signed exemption certificate. CONTRACTOR shall not be exempted from paying sales tax to their suppliers for materials to fulfill contractual obligations with the CITY, nor shall CONTRACTOR be authorized to use the CITY's Tax Exemption Number in securing such materials.

35. PROTECTION OF PROPERTY

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

36. WARRANTY

36.1 CONTRACTOR warrants and guarantees to the CITY that the provision of all goods and services under this Agreement shall be in accordance with the Agreement and the other documents specifically included in this Agreement. CONTRACTOR warrants and guarantees that all goods, materials and parts supplied under this Agreement shall be free from defects for a minimum of 24 months from the CITY's acceptance of the goods and performance of the services to be provided under this Agreement. The CITY's acceptance shall not be unreasonably withheld, conditioned, or delayed. CONTRACTOR shall provide to the CITY any and all third party manufacturers' warranties for the goods and services being provided under this Agreement. CONTRACTOR agrees to pay for all transportation and handling costs of returning any goods, if required, for repair or replacement pursuant to the foregoing warranty. This warranty shall be extended for that period of time that any goods are removed for repair by the CONTRACTOR and replacement goods are not provided to the CITY during the duration of the CONTRACTOR's repairs.

37. SCRUTINIZED COMPANIES

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

37.2 If this Agreement is for one million dollars or more, the CONTRACTOR certifies that it and its subcontractors are also not on the Scrutinized Companies with Activities in Sudan List, Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged in

business operations in Cuba or Syria as identified in Section 287.135, Florida Statutes. Pursuant to Section 287.135, the CITY may immediately terminate this Agreement at its sole option if the CONTRACTOR, or any of its subcontractors are found to have submitted a false certification; or if the CONTRACTOR or any of its subcontractors are placed on the Scrutinized Companies with Activities in Sudan List, or Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or are or have been engaged with business operations in Cuba or Syria during the term of this Agreement.

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

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

37.5 The CONTRACTOR agrees that if it or any of its subcontractors' status changes in regards to any certification herein, the CONTRACTOR shall immediately notify the CITY of the same.

37.6 As provided in subsection 287.135(8), Florida Statutes, if federal law ceases to authorize the above-stated contracting prohibitions then they shall become inoperative.

38. SURVIVABILITY

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

39. E-VERIFY

39.1 Pursuant to Section 448.095(2), Florida Statutes, beginning on January 1, 2021, the CONTRACTOR shall:

1. Register with and use the E-Verify system to verify the work authorization status of all newly hired employees and require all subcontractors (providing services or receiving funding under this Agreement) to register with and use the E-Verify system to verify the work authorization status of all the subcontractors' newly hired employees;
2. Secure an affidavit from all subcontractors (providing services or receiving funding under this Agreement) stating that the subcontractor does not employ, contract with, or subcontract with an "unauthorized alien" as defined in Section 448.095(1)(k), Florida Statutes;
3. Maintain copies of all subcontractor affidavits for the duration of this Agreement and provide the same to the CITY upon request;
4. Comply fully, and ensure all of its subcontractors comply fully, with Section 448.095, Florida Statutes;
5. Be aware that a violation of Section 448.09, Florida Statutes (Unauthorized aliens; employment prohibited) shall be grounds for termination of this Agreement; and,
6. Be aware that if the CITY terminates this Agreement under Section 448.095(2)(c), Florida Statutes, the CONTRACTOR may not be awarded a contract for at least one (1) year after the date on which the Agreement is terminated and will be liable for any additional costs incurred by the CITY as a result of the termination of the Agreement.

REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK
SIGNATURE PAGE FOLLOWS

IN WITNESS WHEREOF the parties hereto have made and executed this Agreement for Goods and Services (**Steel Products for Electrical Substations**) on the day and year first above written.

CITY OF LAKE WORTH BEACH, FLORIDA

By: _____
Pam Triolo, Mayor

ATTEST:

By: _____
Deborah M. Andrea, City Clerk

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY:

APPROVED FOR FINANCIAL
SUFFICIENCY

By: _____
Glen J. Torcivia, City Attorney

By: _____
Bruce T. Miller, Financial Services Director

CONTRACTOR: **Dis-Tran Steel, LLC**

[Corporate Seal]

By: _____
Print Name: JARROD GEMAR
Title: VP OF BUSINESS OPERATIONS

STATE OF Louisiana)
COUNTY OF Rapides Parish)

The foregoing instrument was acknowledged before me this 30th day of November, 2020, by, who was physically present, as VP of Business Ops (title), of Dis-Tran Steel, LLC, A corporation registered to do business in the State of Florida, and who is personally known to me or who has produced the following driver license as identification.

Notary Public

Kimberly K. Long
Print Name: Kimberly K. Long
My commission expires: At My Death

KIMBERLY K. LONG
NOTARY ID# 149469
RAPIDES PARISH
My Commission Expires at Death

EXECUTIVE BRIEF REGULAR MEETING

AGENDA DATE: December 15, 2020

DEPARTMENT: Electric Utility

TITLE:

Purchase Order(s) to McWayne Poles for the Purchase & Delivery of Ductile Iron Poles

SUMMARY:

The Purchase Order(s) with McWayne Poles for Purchase & Delivery of Ductile Iron Poles for the City's Electric Utility under Florida Municipal Power Agency's (FMPA) Joint Purchasing Project solicitation (ITB #2018-019).

BACKGROUND AND JUSTIFICATION:

The FMPA was formed in 1978 to provide a number of services for Florida municipal-owned utilities. In July of 1994, FMPA created a joint purchasing project for the joint purchasing of services, materials, supplies and equipment utilized in the generation, transmission, and distribution of electricity. FMPA members desiring to share in the benefits of the FMPA joint purchasing project enter a project procurement agreement with FMPA. The City has been a participating member of FMPA since its inception in 1978 and signed a project procurement agreement in 1994.

Under its joint purchasing project, FMPA issued a solicitation for the Purchase and Delivery of Ductile Iron Poles for use on electrical transmission and distribution systems. FMPA received one bid and awarded McWayne Poles.

The City is currently implementing the Electric Utility System Hardening and Reliability Improvement Program (SHRIP). As part of this project, old wood utility poles are being replaced with stronger poles to improve storm resiliency. This is currently being implemented using a combination of concrete and higher class wood poles. The use of Ductile Iron poles will be added to types of poles utilized in the storm-hardening process. There are several benefits of using ductile iron poles for storm-hardening which include; durability, low-maintenance, consistent strength, ease of installation and lower life-cycle cost when compared to concrete.

MOTION:

Move to approve/disapprove Purchase Order(s) to McWayne Poles for purchase and delivery of Ductile Iron Poles at a cost not to exceed \$500,000 for Fiscal Year 2021.

ATTACHMENT(S):

Fiscal Impact Analysis
FMPA Ductile Iron Pole Award Extension 2020

FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2021	2022	2023	2024	2025
Capital Expenditures	\$500,000	0	0	0	0
Operating Expenditures	0	0	0	0	0
External Revenues	0	0	0	0	0
Program Income	0	0	0	0	0
In-kind Match	0	0	0	0	0
Net Fiscal Impact	\$500,000	0	0	0	0
No. of Addn'l Full-Time Employee Positions	0	0	0	0	0


B. Recommended Sources of Funds/Summary of Fiscal Impact: Funds have been identified in account No. 421-6034-531-63.15. The 421-6034-531-63.15 account is currently being funded with new bond money in accordance with the approved FY 21 Capital budget.

Account Number	Account Description	Project Number	FY21 Budget	Current Balance	Agenda Expenditure	Balance
421-6034-531-63.15	Improve Other than Build / Infrastructure	Multiple	\$500,000	\$0	-\$500,000	-\$500,000



Sharon Samuels
Member Services Programs and Procurement Administrator

MEMORANDUM

TO: FMPA Members
FROM: Sharon Samuels 
DATE: July 24, 2020
SUBJECT: Ductile Iron Poles Bid Award Extension – (FMPA BX # 2020-019)

 The FMPA Purchase & Delivery of Ductile Iron Poles Bid (ITB#2018-019) award is scheduled to expire on August 31, 2020. According to the FMPA bid terms, the bid award may be renewed annually by mutual consent.

McWane Poles has been contacted to determine their interest in extending the award for one year. In accordance with Section 12 of the bid document, McWane Poles has agreed to extend their terms for an additional year, with modified prices due to changes in the market since their initial quote. The changes are reflected in red below:

FMPA Number	Description	Current Unit Price	Amended 2020-2021
100-10004	45 ft, class 3	\$ 1,584.89	\$ 2,053.35
100-10005	50 ft, class 3	\$ 1,812.58	\$ 2,320.59
100-10042	40 ft, H1	\$ 2,323.35	\$ 2,323.35
100-10071	45 ft, H3	\$ 3,183.25	\$ 3,278.75
100-10099	45 ft, H5	\$ 3,736.72	\$ 3,736.72
100-10013	35 ft, class 2	\$1,681.02	\$1,681.02
100-10100	50 ft, H5	\$ 4,306.05	\$ 4,306.05
100-10115	55 ft, H6	\$ 5,184.07	\$ 5,184.07

The Participating Members and the Awarded Bidder has mutually agreed to extend the award, per the FMPA Terms and Conditions. The extension is valid until August 31, 2021. All other aspects of the bid remain the same.

Below is the contact information for the awarded bidder:

McWane Poles
 2266 S. 6th Street
 Coshocton, OH
 P: 740-202-7482
 Contact: Shelby Longaberger

If you have any questions, please feel free to give me a call.