



**AGENDA**  
**CITY OF LAKE WORTH BEACH**  
**REGULAR CITY COMMISSION MEETING (REVISED)**  
**CITY HALL COMMISSION CHAMBER**  
**TUESDAY, JANUARY 16, 2024 - 6:00 PM**

**ROLL CALL:**

**INVOCATION OR MOMENT OF SILENCE:** led by Commissioner Sarah Malega

**PLEDGE OF ALLEGIANCE:** led by Mayor Betty Resch

**AGENDA - Additions / Deletions / Reordering:**

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

- A. [Presentation regarding the State of Education by Palm Beach County School Board Member Edwin Ferguson](#)
- B. Presentation of Certificates of Achievement to Lake Worth Beach Jaguars in commemoration of their Championship win brought forward by Commissioner Malega
- C. Presentation by Steve Lockwood, President of the Historical Society of Lake Worth, regarding the four Lake Worth Beach City Halls brought forward by Mayor Resch
- D. Quarterly CRA Update by Joan Oliva, CRA Director
- E. [Proclamation declaring January 15, 2024 as Martin Luther King Day](#)

**COMMISSION LIAISON REPORTS AND COMMENTS:**

**CITY MANAGER'S REPORT:**

**CITY ATTORNEY'S REPORT:**

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

**PUBLIC PARTICIPATION OF NON-AGENDAED ITEMS AND CONSENT AGENDA:**

**APPROVAL OF MINUTES:**

- A. [December 11, 2023 - Special Meeting](#)
- B. [December 19, 2023 - Regular Meeting](#)

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

- A. [Resolution No. 01-2024 – Supporting H.R. 3421, the Medicare for All Bill, brought forward by Commissioner Malega](#)
- B. [FY 2023-2034 Resilient Florida Program Agreement 24SRP21](#)
- C. [Community Development Block Grant Project Agreement Amendment 002 for Memorial Park Improvements Phase II](#)

- D. [Agreement for Legal Services with Goren, Cherof, Doody & Ezrol, P.A. for Foreclosure of City Code Enforcement Liens and other Legal Services](#)

**NEW BUSINESS:**

- A. [Interlocal Agreement with the CRA for micro-transit services with Circuit Transit, Inc.](#)
- B. [Ordinance No. 2024-01 - First Reading - amending the City's Pension Plan Ordinance](#)
- C. [Consideration of a proposed plat "Cloisters III" for the properties at 508, 510, and 530 South Federal Highway, commonly known as the Cloisters project](#)
- D. [Agreement with Chen Moore and Associates, Inc. to prepare an Open Space Recreation Master Plan for the City of Lake Worth Beach](#)
- E. [Consideration of an alcohol beverage distance waiver to allow package sales of alcoholic beverages \(wine only\) at 500 North Dixie Highway](#)
- F. [Ordinance No. 2024-04 - First Reading - adopting the Florida Building Code 2023 8th Edition with recommended local amendments to Chapter One](#)

**UPCOMING MEETINGS AND WORK SESSIONS:**

January 22 @ 5 PM - work session  
January 23 @ 6:30 PM - District 3 Public Forum (OPEN TO ALL)  
January 30 @ 6 PM - utility meeting  
February 6 @ 6 PM - regular meeting

**ADJOURNMENT:**

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

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



# City of Lake Worth Beach State of Schools

**Edwin Ferguson, Esq.**  
Board Member District 7

January 16, 2024



**YOUR  
BEST  
CHOICE!**  
THE SCHOOL DISTRICT  
OF PALM BEACH COUNTY



EDUCATE • AFFIRM • INSPIRE

*Access This Presentation:*



<http://l.sdpbc.net/gtlb7>



**YOUR  
BEST  
CHOICE!**

THE SCHOOL DISTRICT  
OF PALM BEACH COUNTY

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## Today's Agenda

- Introduction of Mr. Ferguson, Esq.
- Academic Results
- How You Can Help
- Metal Detectors
- PAPER Online Tutoring
- New Worlds Reading Initiative
- Questions & Answers



THE SCHOOL DISTRICT  
OF PALM BEACH COUNTY



## Mr. Edwin Ferguson, Esq. *An Introduction*

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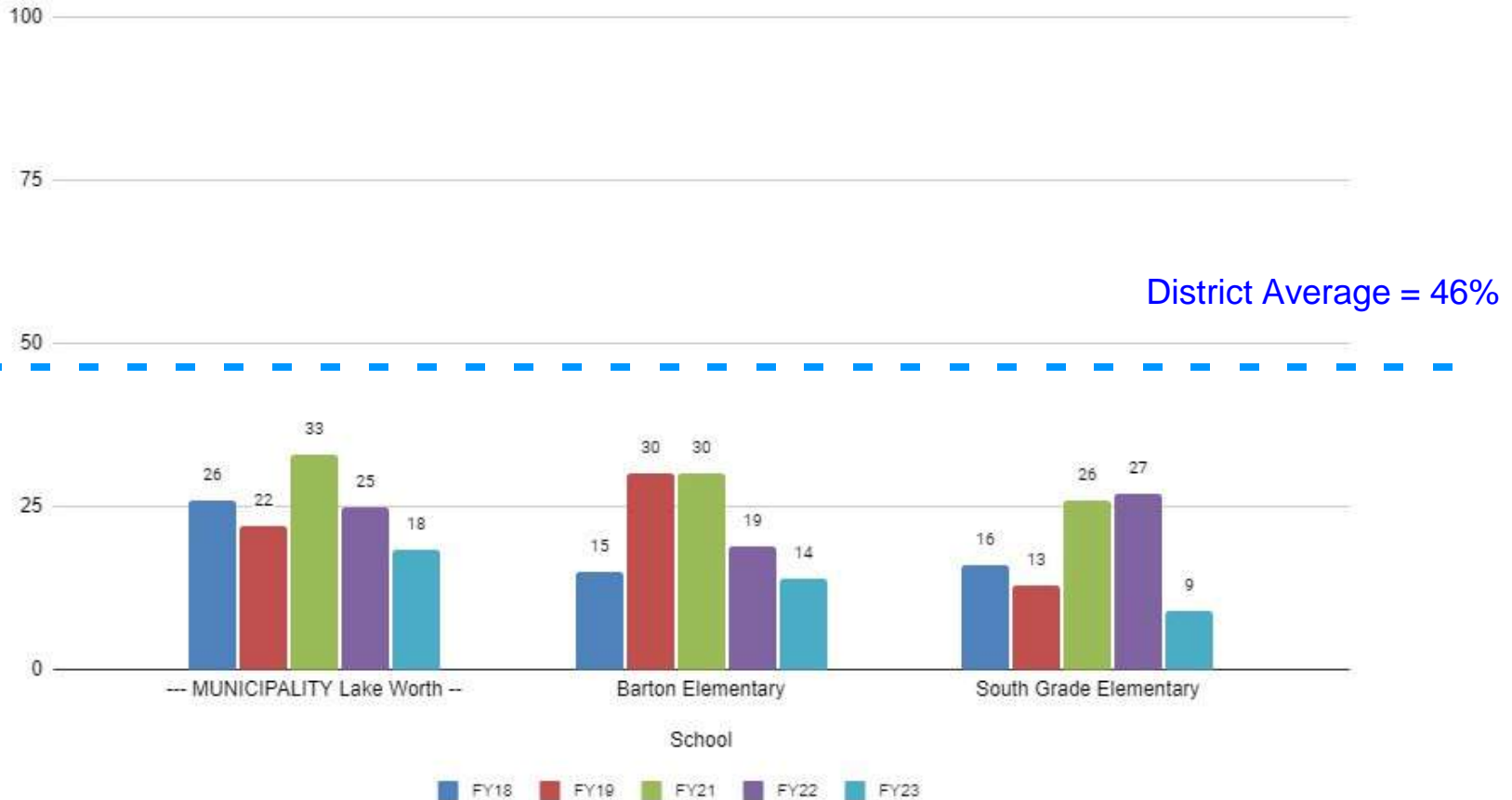
- Husband and Father
- Founder and President - The Ferguson Firm
- School Board Member for District 7



THE SCHOOL DISTRICT  
OF PALM BEACH COUNTY



# FLICKRS/STAR Kindergarten Readiness



# How to Help your Child Get Ready for Kindergarten

- [What Your Kindergartner Should Know](#) (ELA)
- [Parent Guide for Kindergarten Math](#)
- [Parent Guide for Kindergarten ELA Standards](#)

Kindergarten! ... here I come!

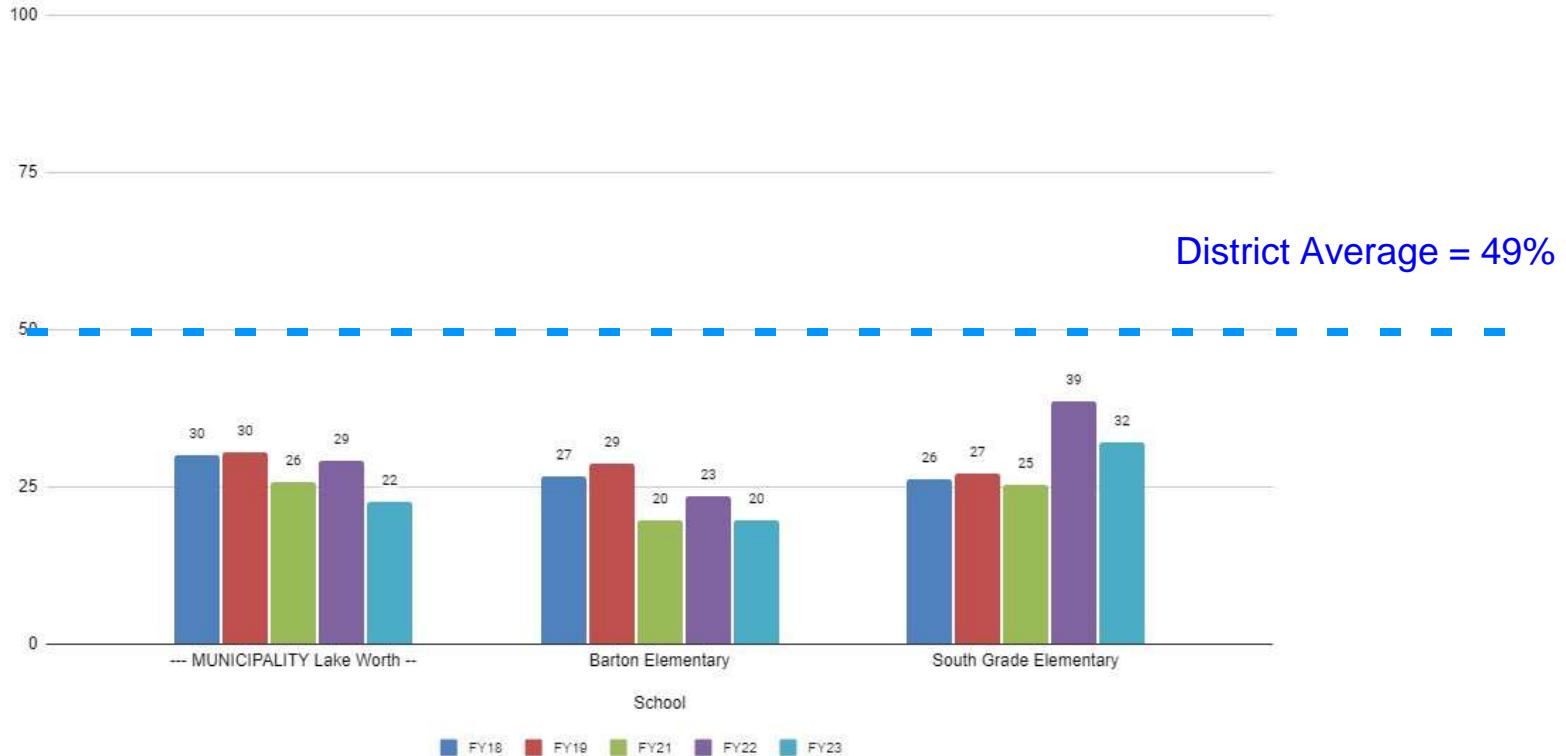


SCAN ME





# English Language Arts (ELA)



# How to help your child do better in Reading & Writing

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Dolch Words are the words that are most frequently found in books that children read. By practicing these words with your children and helping them learn to recognize them automatically, you can help facilitate fluency in reading.

- [Pre-Kindergarten](#)
- [Kindergarten](#)
- [First Grade](#)
- [Second Grade](#)
- [Third Grade](#)
- [Fourth Grade](#)
- [Fifth Grade](#)



# How to help your child do better in Reading & Writing

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Looking for reading materials?

Here are some websites that offer fun, free, high-quality material for kids:

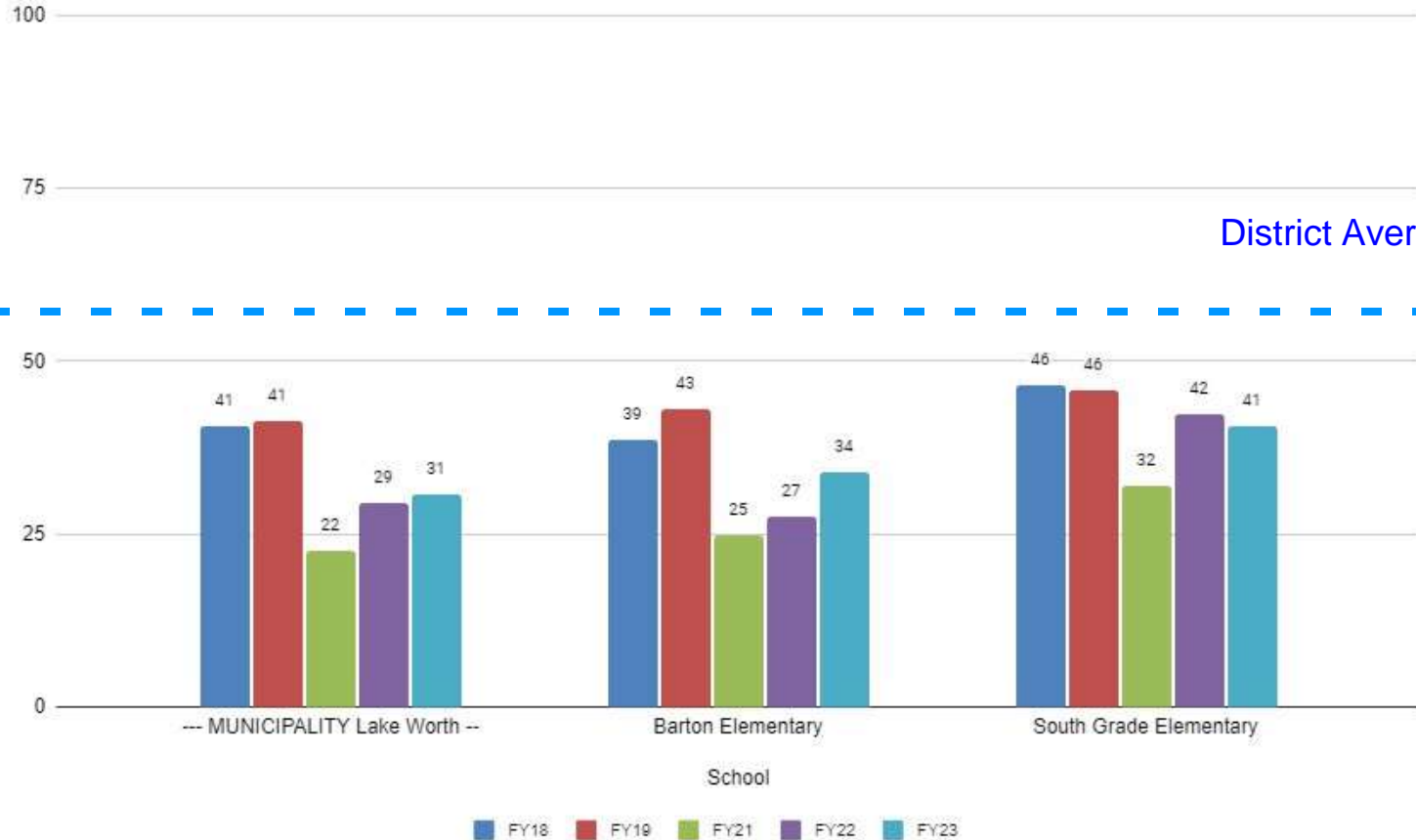
- [www.starfall.com](http://www.starfall.com)
- [www.storyplace.org](http://www.storyplace.org)
- [www.uniteforliteracy.com](http://www.uniteforliteracy.com)
- [www.storynory.com](http://www.storynory.com)



THE SCHOOL DISTRICT  
OF PALM BEACH COUNTY



# Mathematics



## How to help your child do better in Math

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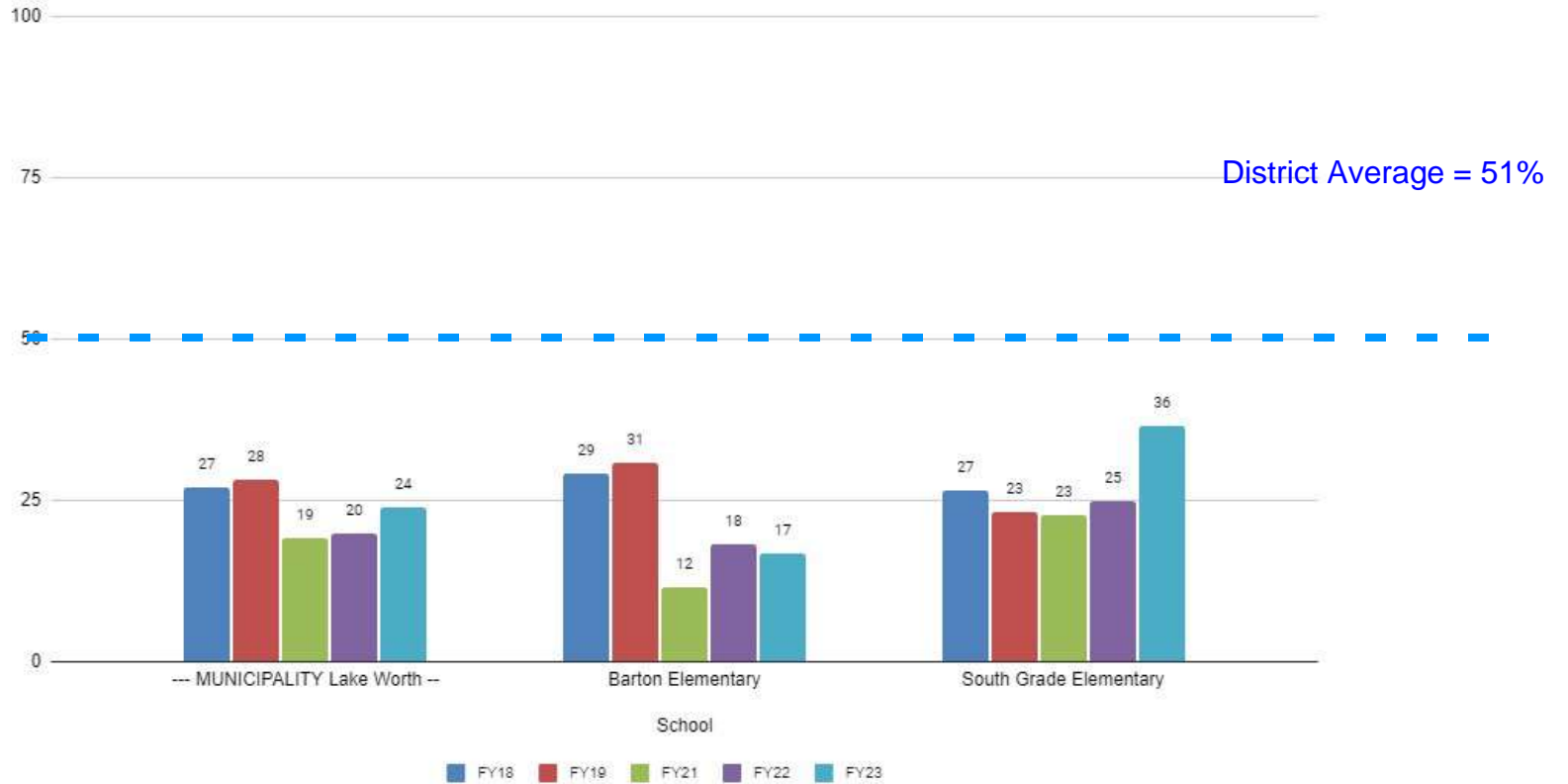
By visiting the [Savvas Realize Parents' Corner](#), you will learn how to support your child's academic growth in the area of Mathematics. Savvas Realize is a curriculum tool used in the Palm Beach County School District that supports Math instruction.

SuccessMaker is a technology tool used to help guide Math instruction. Here are some tips for students and families to help students make the most of their time using the SuccessMaker software.

- [Success Tips for K-2](#)
- [Success Tips for 3-5](#)



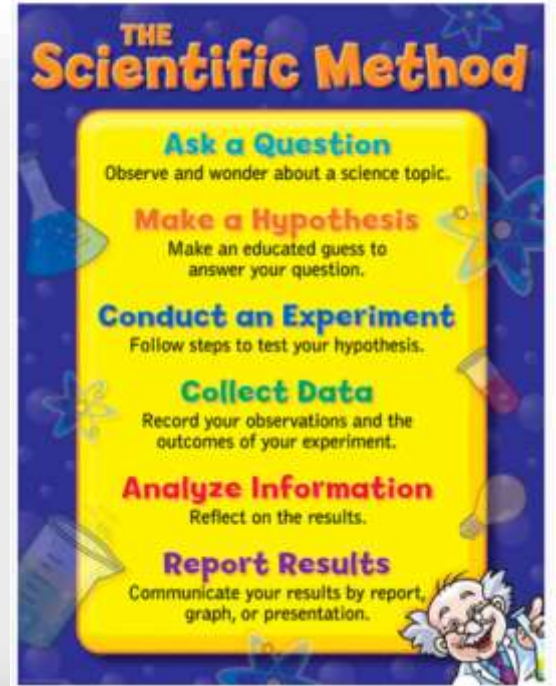
# Science



## How to Help Your Child do Better in Science

Children are natural scientists that are constantly exploring the world around them. One way to help your child do better in Science is to conduct small, simple experiments at home with them using the Scientific Method.

### Science Experiments Using Household Items



## How to Help your Child do Better in Social Studies

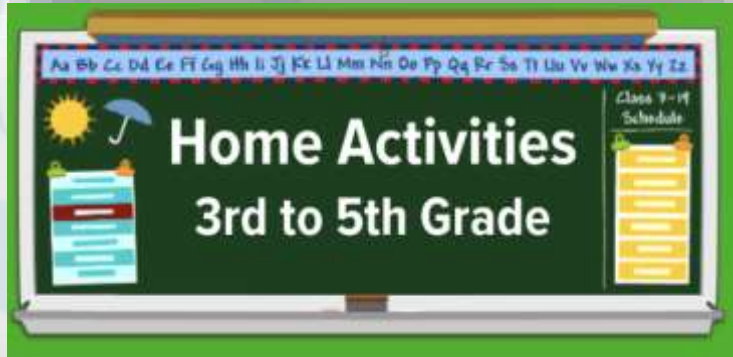
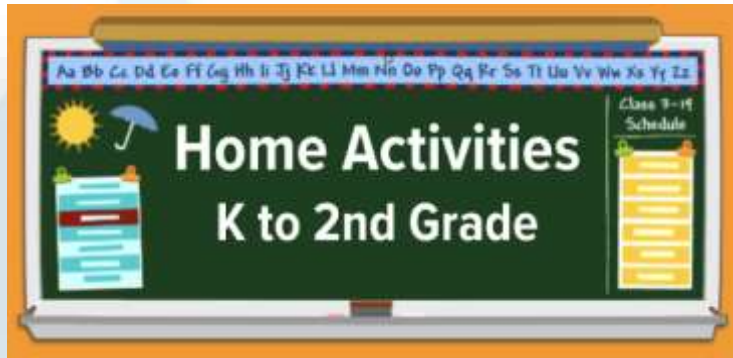
Actively participating in Social Studies lessons can help young people develop the ability to make informed and reasoned decisions for the public good as citizens of a culturally diverse, democratic society in an interdependent world. Here are some resources that will help you support your child in the content area of Social Studies:

- [Help Students Learn About Holidays and Special Events](#)
- [Exploring Florida](#) (Fourth Grade)
- [Library of Congress](#)
- While learning about historical places and monuments, find them on [Google Earth](#)
- [Social Studies for Kids](#) contains resources for current world events





## Across Curriculum Home Activities



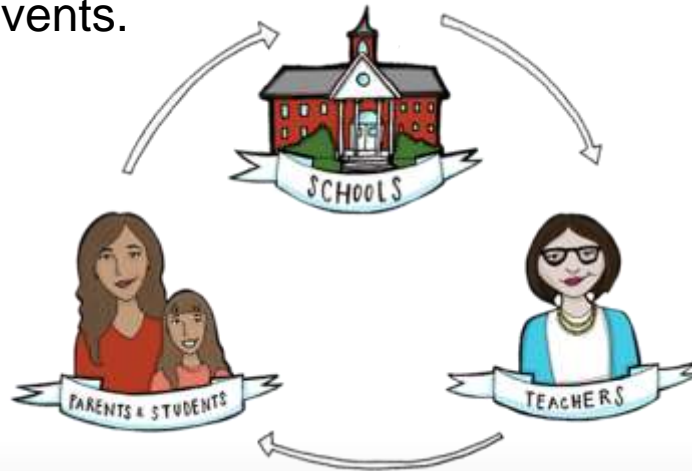
## How You Can Help

### Parents:

- Make sure children read and have a place to do homework each night.
- Parents attend curriculum nights, open houses, parent conferences, SAC & PTA meetings, and other school events.
- Donation for school year

### Community Members:

- Volunteer at your local school
- Provide sponsorships



THE SCHOOL DISTRICT  
OF PALM BEACH COUNTY



# Metal Detectors Update


- Nine metal detectors at four schools
  - John I Leonard HS, Palm Beach Lakes HS, Palm Beach Gardens HS, and Seminole Ridge HS
- Over 2,000 students scanned each day at each school
- No weapons found to date
- Other contraband such as vapes found
- Administrators have been trained on how to conduct searches as well as how to set them up and operate the metal detectors. Best practices shared.
- Because of their portability, the metal detectors have also been found to be useful in screening attendees at football games.





# PAPER

## 24/7 tutoring available now

Anytime. Anywhere. Any Subject.

 Unlimited 1:1 tutoring

 Writing feedback

 Multilingual tutors



Log in with your District portal.

# Voice Notes: Web / Mobile

Students will be able to send voice messages by clicking the microphone icon in the chat bar. There they can explain their questions and problems verbally. They can also listen back at a playback speed of their choice.

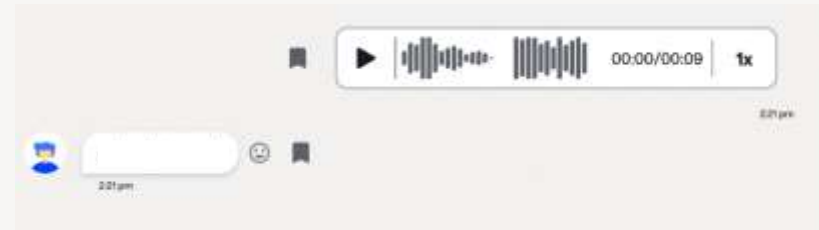
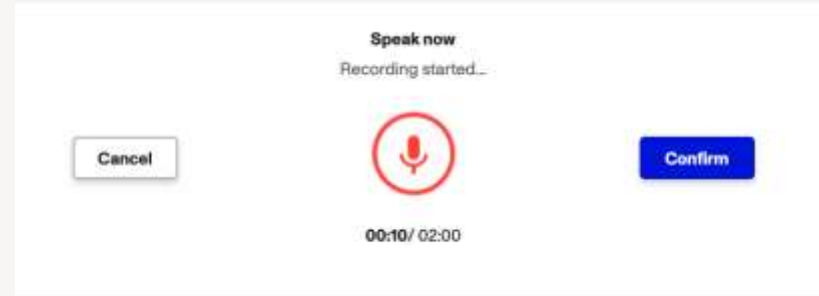
## Benefits for younger students:

- For younger students who may not yet be efficient in reading and writing or those who communicate more effectively verbally. *Voice Notes* can be used during a Paper Live Tutor Session.

## Benefits for all students:

- Ease of communication with tutors if English is a student's second language
- Alternative communication method if you do not have a physical keyboard on hand (Mobile, iPad)
- Alternative communication method for students with varying abilities/disabilities.
- Individualizes and improves student experience for those who articulate issues in different ways

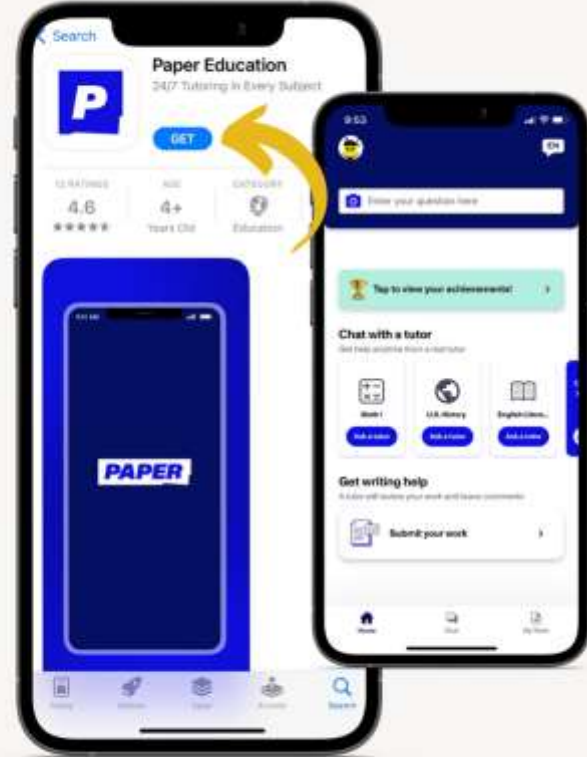
\*Voice Notes is also available on iPad and iPhone



# Mobile App

**Download the Paper app today!**

Whether you prefer working from both a laptop and a phone, want real-time updates about your essay submissions, or don't have access to a computer at home, the Paper's app is available whenever you need extra help.



- Any child in Grades VPK-5 not yet reading on grade level is eligible to enroll. Standardized test scores and/or a teacher assessment can help determine your child's eligibility.
- VPK students who are not making age-appropriate progress according to FAST assessments; the Florida Division of Early Learning will provide cut scores to determine eligibility.
- Kindergarten - Grade 3: Any student who is not yet reading on grade level based on progress monitoring data from Star Early Literacy or Star Reading assessment or receives Supplemental (Tier 2) or intensive (Tier 3) instruction.
- Grades 4 - 5: Any student not yet reading on grade level who scored either a Level 1 or Level 2 on the FAST ELA progress monitoring or receives Supplemental (Tier 2) or intensive (Tier 3) instruction.
- Parents must enroll their children. (Once enrolled, eligible students remain in the program until they advance to Grade 6 or the parent opts out of the program.)



new worlds reading  
UT University of Texas  
SCHOLASTIC

## Reading shapes who we are.

Help your kids read on grade level with Florida's FREE at-home book delivery program.

- VPK - 5th grade students can apply to receive FREE books and reading activities every month from this state-created program.\*
- Students can choose books that match their interests.
- Books and activities are available in English, Spanish, Haitian Creole, and Arabic.

\*Visit [newworldsreading.com](http://newworldsreading.com) to see eligibility requirements.

Families can apply today.

[newworldsreading.com/enroll](http://newworldsreading.com/enroll)



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## Lekti fòme ki moun nou ye.

Ede pitit nou yo, oswa timoun nou responsab yo, rive gen ladrès nan lekli nan nivo klas yo, grasa pwogram livrezon liv GRATIS adomèsil ki se yon pwogram Eta Florid la.

- Lekli ki nan klas matènèl jiska nan nan fyèm enta ka aplike pou yo resevwa liv GRATIS anvan de akabite, chak mwa, nan tout pwogram sa a ki 3la a 5nyèl\*\*
- Liv yo ka chwazi li ki koresponn ak sa ki enteres yo.
- Liv yo ak aktivite yo disponib nan lang Angli, Kreyòl, Eneydi Ayisyen ak Espay.

\*\*Vizite [newworldsreading.com](http://newworldsreading.com) pou nou ka konfime kondisyon elijibite yo.

Fanmi yo ka aplike jodi a:

[newworldsreading.com/enroll](http://newworldsreading.com/enroll)



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UT University of Texas  
SCHOLASTIC

## La lectura forma quienes somos.

Ayude a sus niños a leer al nivel de su grado con el programa de entrega de libros a domicilio de la Florida, el cual es totalmente GRATUITO.

- Los estudiantes de VPK hasta 5<sup>o</sup> grado pueden aplicar para recibir libros y actividades de lectura GRATIS cada mes a través de este programa creado por el estado\*.
- Los estudiantes pueden seleccionar libros que coinciden con sus intereses.
- Los libros y actividades están disponibles en inglés, español, criollo haitiano y árabe.

\*Consulte [newworldsreading.com](http://newworldsreading.com) para ver los requisitos de elegibilidad.

Las familias ya pueden registrarse:

[newworldsreading.com/enroll](http://newworldsreading.com/enroll)





# Graduation Requirements

Current Graduation Requirements Include:

Successful completion of one of the following options:

- 24 credits
- Advanced International Certificate of Education (AICE) curriculum
- International Baccalaureate (IB) curriculum
- 18-credit Academically Challenging Curriculum to Enhance Learning (ACCEL)
- Career and Technical Education (CTE) Pathway (See section [s.] [1003.4282](#), Florida Statutes [F.S.]



Please see [Florida's Graduation Requirements](#) for more information.



THE SCHOOL DISTRICT  
OF PALM BEACH COUNTY



## Questions?



*Contact Me:*  
**[edwin.ferguson@palmbeachschools.org](mailto:edwin.ferguson@palmbeachschools.org)**  
**561-434-7481**



THE SCHOOL DISTRICT  
OF PALM BEACH COUNTY



You Are Invited to Lake Worth Beach's 30<sup>th</sup> Annual...  
**Dr. Martin Luther King, Jr. Celebration**



**30 Years of Truth, Love and History**

**Friday, January 12, 2024**

Unbought and Unbossed - 7 pm

St. Andrew's Episcopal Church, (Lucerne Avenue & Palmway)

*The dramatic stories of two African American women: Sally Hemings, Thomas Jefferson's slave and mother of five of his children, and Shirley Chisholm, the first African American in the U.S. Congress and the first African American woman to run for President. Performance by the Core Ensemble, actor, cello, piano, percussion of Harlem's Jazz Age with live music and poetry. Dessert Reception to follow the show, featuring treasured recipes from African American food traditions.*

**Saturday, January 13, 2024**

Community Service Project- 8 am

Municipal Gym, 1515 Wingfield Street

*Neighborhood cleanup in the Osborne community organized by Healthier Lake Worth.*

**Sunday, January 14, 2024**

Mindfulness & MLK 10:30 am to 12 pm

Tiger Territory Urban Forest, (706 8<sup>th</sup> Ave North)

*Soil & Soul invites teens and adults to a special session of Sunday Mindfulness Club. See how inner resources and mental models fueled the Civil Rights Revolution, including stillness, movement, and song. Enjoy light bites after the activity.*

**Monday, January 15, 2024**

Unity Interfaith Brunch, 8 am – 10 am

Barton Elementary School (1700 Barton Road)

*Music, prayer, food and fellowship in honor of Dr. King and reflections on working for social justice today.*

Gather 4:30, Civil Rights Sing-Along, 5 pm

Lake Worth City Hall Front Steps (Dixie and Lake Ave.)

Music of the movement with Mel & Vinnie.

Candlelight March, 5:30 pm

Beginning at Lake Worth City Hall (Lake Ave & Dixie Hwy)

*March through downtown Lake Worth in a tribute to the freedom marches of the Civil Rights Movement.*

MLK Commemorative Program (immediately following March)

Cultural Plaza, Downtown Lake Worth (Lake Ave & M Street)

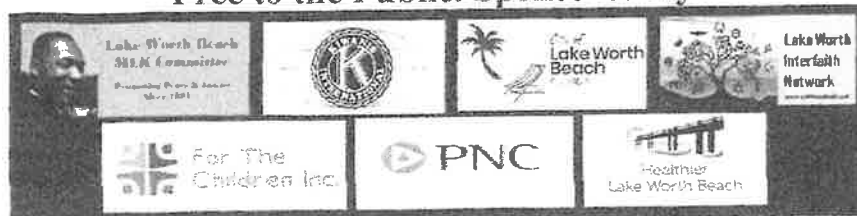
*Music and Inspirational Program.*

MLK Commemorative Dinner 6:30pm

Sacred Heart Catholic Church (402 North M Street)

*Food, Fellowship, Music and Inspirational Program.*

**Free to the Public. Sponsored By:**



**MINUTES  
CITY OF LAKE WORTH BEACH  
SPECIAL CITY COMMISSION MEETING –  
CITY MANAGER PERFORMANCE EVALUATION  
CITY HALL COMMISSION CHAMBER  
MONDAY, DECEMBER 11, 2023 - 5:00 PM**

The meeting was called to order by Mayor Resch on the above date at 5:05 PM in the City Commission Chamber located at City Hall, 7 North Dixie Highway, Lake Worth Beach, Florida.

**ROLL CALL:** (0:34) Present were Mayor Betty Resch, Vice Mayor Christopher McVoy, Commissioners Sarah Malega, Kim Stokes and Reinaldo Diaz. Also present were City Manager Carmen Y. Davis, City Attorney Glen Torcivia and City Clerk Melissa Ann Coyne.

**PLEDGE OF ALLEGIANCE:** (0:56) led by Commissioner Reinaldo Diaz.

**NEW BUSINESS:** (1:17)

A. Performance Evaluation of City Manager Carmen Davis

**Action:** Motion made by Commissioner Stokes to terminate City Manager Davis's relationship with the City effective immediately without cause and to appoint Jamie Brown, Public Works Director, as Interim City Manager. **MOTION WITHDRAWN.** (1:04:38)

The meeting adjourned at 6:35 PM and reconvened at 6:56 PM.

**Action:** Motion made by Commissioner Stokes and seconded by Vice Mayor McVoy to amend the agenda to add a discussion item to the agenda to terminate and replace the City Manager tonight. (2:09:45)

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

B. (added) Discussion regarding the termination and replacement of City Manager Davis (2:27:55)

**Action:** Motion made by Commissioner Stokes and seconded by Vice Mayor McVoy to terminate City Manager Davis' employment with the City without cause effective immediately. (2:54:40)

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

**Action:** Motion made by Commissioner Stokes to appoint Jamie Brown as Interim City Manager. (3:01:20)

**Action:** Motion amended by Commissioner Stokes and seconded by Commissioner Diaz to appoint Jamie Brown as Interim City Manager pending his acceptance. (3:01:44)

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

**ADJOURNMENT:** (3:12:37)

**Action:** Motion made by Commissioner Malega and seconded by Commissioner Stokes at 8:18 PM.

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

\_\_\_\_\_  
Betty Resch, Mayor

ATTEST:

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

Minutes Approved: January 16, 2024

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

**MINUTES  
CITY OF LAKE WORTH BEACH  
REGULAR CITY COMMISSION MEETING  
CITY HALL COMMISSION CHAMBER  
TUESDAY, DECEMBER 19, 2023 – 6:00 PM**

The meeting was called to order by Mayor Resch on the above date at 6:02 PM in the City Commission Chamber located at City Hall, 7 North Dixie Highway, Lake Worth Beach, Florida.

**ROLL CALL:** (0:41) Present were Mayor Betty Resch, Vice Mayor Christopher McVoy, Commissioners Kim Stokes and Reinaldo Diaz. Also present were Interim City Manager Jamie Brown, City Attorney Glen Torcivia and City Clerk Melissa Ann Coyne. Commissioner Sarah Malega was absent.

**INVOCATION OR MOMENT OF SILENCE:** (1:02) was led by Commissioner Reinaldo Diaz.

**PLEDGE OF ALLEGIANCE:** (1:44) was led by Vice Mayor Christopher McVoy.

**ADDITIONS/DELETIONS/REORDERING:** (2:33)

New Business item E was reordered to New Business item A. The other New Business items were reordered to B - E.

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

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

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

A. Presentation regarding the State of Education by Palm Beach County School Board Member Erica Whitfield (3:59)

B. Presentation by Jason Bagley Partner / Vice President of Strategic Growth for Circuit On Demand, Shared Electric Shuttles (36:09)

**COMMISSION LIAISON REPORTS AND COMMENTS:** (53:54)

**Action:** Consensus to look into replacing gas leaf blowers with electric leaf blowers. (1:10:31)

**Action:** Consensus that debris from leaf blowers be picked up and disposed of rather than being blown into the street. (1:10:55)

**CITY MANAGER'S REPORT:** (1:13:34)

Interim City Manager Brown provided the following report:

- battery operated equipment was in the budget and would be tested as to feasibility of cost and use
- the commission would need to look at lagging projects and how to prioritize them (ARPA, CIP updates, penny sales tax)
- Joan Oliva would be giving a CRA update to the commission at the January 16 meeting which would include the L & M Streets project
- suggested that bi-annual meetings with the commission and CRA board be scheduled
- RFPs were ready for operation of the Casino Ballroom and broker services for the second floor of the Casino building
- the open space and recreation master plan task order would be on the January 16 agenda
- the neighborhood planning initiative, the carbon neutrality/net-zero portion of the comprehensive plan and beautification plan would be presented at the February 6 meeting
- suggested RFQ for an organization to assist with beautification
- PAR process would be updated and discussed with Wil Brown, the Internal Auditor
- process for search for new City Manager would be brought forward by City Attorney Torcivia at the January 16 meeting
- announced that District 3 Public Forum would be held on January 23 at 6:30 PM at North Grade K-8; suggested that the schedule be changed to bi-annually rather than quarterly
- announced that city offices would be closed for Christmas on December 25 and 26, 2023 and January 1, 2024

**CITY ATTORNEY'S REPORT:** (1:27:11)

City Attorney Torcivia provided the following report:

- a proposed RFP for search firms to look for a City Manager would be on the January 16, 2024 agenda

**PUBLIC PARTICIPATION OF NON-AGENDAED ITEMS AND CONSENT AGENDA:** (1:31:32)

**APPROVAL OF MINUTES:** (2:47:43)

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

- A. December 5, 2023 - Regular Meeting
- B. December 8, 2023 - pre-agenda work session

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

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

- A. Accept & Approve Inventory Audit Report
- B. FY 2023-2034 Florida Recreational Development Assistance Program Agreement A24077 for the Bryant Park Playground Improvements Phase 1 project

C. FY 2023-2034 Florida Recreational Development Assistance Program Agreement A24078 for the South Palm Park Playground Improvements project

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

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

**PUBLIC HEARINGS:**

There were no Public Hearings on the agenda.

**UNFINISHED BUSINESS:** (1:39:34)

There were no Unfinished Business items on the agenda.

**NEW BUSINESS:** (2:36:13)

A. (reordered from New Business E) Approval of Interim City Manager Contract with Jamie Brown (2:48:13)

**Action:** Motion made by Vice Mayor McVoy and seconded by Commissioner Stokes to approve the Interim City Manager Contract with Jamie Brown.

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

B. (reordered from New Business A) Resolution No. 56-2023 – Consolidated Utility Revenue Bond Reauthorization (2:56:49)

City Attorney Torcivia did not read the resolution.

RESOLUTION NO. 56-2023, A GENERAL APPROPRIATION RESOLUTION OF THE CITY OF LAKE WORTH BEACH, A MUNICIPAL CORPORATION OF THE STATE OF FLORIDA, MAKING A BUDGET AMENDMENT TO REALLOCATE 2020 NON-AD VALOREM REVENUE BOND FUNDING AND CONSOLIDATED UTILITY REVENUE BOND FUNDING AMONG BOND FUNDED PROJECTS; AND PROVIDING FOR AN EFFECTIVE DATE

**Action:** Motion made by Commissioner Diaz and seconded by Commissioner Stokes to approve Resolution No. 56-2023 – Consolidated Utility Revenue Bond Reauthorization.

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

C. (reordered from New Business B) Work Order with Shenandoah General Construction for South N Street Emergency Stormwater Pipe Lining. Dependent on Bond Reauthorization



Resolution 56-2023 approval (3:00:43)

**Action:** Motion made by Commissioner Stokes and seconded by Commissioner Diaz to approve Work Order with Shenandoah General Construction for South N Street Emergency Stormwater Pipe Lining

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

D. (reordered from New Business C) Disaster Debris Removal and Hauloff Emergency Agreements (3:01:07)

**Action:** Motion made by Commissioner Stokes and seconded by Vice Mayor McVoy to approve the Disaster Debris Removal and Hauloff Emergency Agreements with Aftermath Disaster Recovery, Inc., CTC Disaster Response, Inc., TFR Enterprise, Inc. and Cares Environmental Services, Inc.

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

E. (reordered from New Business D) Disaster Debris Management and Support Services Agreements (3:01:21)

**Action:** Motion made by Vice Mayor McVoy and seconded by Commissioner Diaz to approve the Disaster Debris Management and Support Services Agreements with Debris Tech, LLC and Tetra Tech, Inc.

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

E. (reordered to New Business A) Approval of Interim City Manager Contract with Jamie Brown

F. Resolution No. 57-2023 - Approving the 2024 Agreement with the Supervisor of Elections and establishing the City's Canvassing Board for the March 2024 Election (3:01:35)

City Attorney Torcivia did not read the resolution.

RESOLUTION NO. 57-2023 OF THE CITY OF LAKE WORTH BEACH, FLORIDA, APPROVING THE CALENDAR YEAR 2024 AGREEMENT FOR VOTE PROCESSING EQUIPMENT USE AND ELECTION SERVICES WITH THE PALM BEACH COUNTY SUPERVISOR OF ELECTIONS; DESIGNATING THE CITY'S CANVASSING BOARD FOR THE MARCH 2024 ELECTION; AND PROVIDING AN EFFECTIVE DATE

**Action:** Motion made by Commissioner Stokes and seconded by Vice Mayor McVoy to approve Resolution No. 57-2023 - Approving the 2024 Agreement with the Supervisor of Elections and establishing the City's Canvassing Board for the March 2024 Election

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

**UPCOMING MEETINGS AND WORK SESSIONS:**

January 12, 2024 @ 9 AM - pre-agenda work session  
January 19, 2024 @ 6 PM - regular meeting  
January 23, 2024 @ 6:30 PM – District 3 Public Forum (OPEN TO ALL)

**ADJOURNMENT:** (3:02:14)

**Action:** Motion made by Commissioner Stokes and seconded by Vice Mayor McVoy to adjourn the meeting at 9:03 PM.

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

\_\_\_\_\_  
Betty Resch, Mayor

ATTEST:

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

Minutes approved January 16, 2024  
Item time stamps correspond to the recording on YouTube.

# STAFF REPORT REGULAR MEETING

**AGENDA DATE:** January 2, 2024

**DEPARTMENT:** City Commission

**TITLE:**

Resolution No. 01-2024 – Supporting H.R. 3421, the Medicare for All Bill, brought forward by Commissioner Malega

**SUMMARY:**

The 118<sup>th</sup> Congress introduced H.R. 3421, the Medicare for All Bill, in May 2023.

**BACKGROUND AND JUSTIFICATION:**

The passage of H.R. 3421 would allow health care coverage for all residents of the City of Lake Worth Beach. The Bill was introduced in May 2023 and was sent to committee for review and discussion. The City Commission cares about the quality of life of the residents in the City and is voicing support for the passage of the bill and the enactment of a similar State bill.

**MOTION:**

Move to approve/disapprove Resolution No. 01-2024 – Supporting H.R. 3421, the Medicare for All Bill.

**ATTACHMENT(S):**

Fiscal Impact Analysis – N/A  
Resolution 01-2024

**RESOLUTION NO. 01-2024 OF THE CITY OF LAKE WORTH BEACH, FLORIDA, IN SUPPORT OF MEDICARE FOR ALL; REPEALING ALL RESOLUTIONS IN CONFLICT HEREWITH; PROVIDING FOR SEVERABILITY; PROVIDING AN EFFECTIVE DATE**

**WHEREAS**, high quality health care is a human right for every person in the City of Lake Worth Beach; and

**WHEREAS**, the U.S. multi-payer healthcare system, which costs \$3.5 trillion annually, is the most expensive in the world, yet has left nearly 30 million Americans without health insurance and over 40 million underinsured; and

**WHEREAS**, the rising costs of healthcare are straining both our limited municipal budget and the small businesses which are integral to our community's well-being; and

**WHEREAS**, recent national polls show that a majority of Americans support Medicare for All; and

**WHEREAS**, Medicare for All would cost less than our current system, saving around 68,000 lives a year while reducing U.S. health care spending by around 13%, or \$450 billion a year; and

**WHEREAS**, H.R. 3421, the Medicare for All Act of 2023, and subsequent legislation in the 119<sup>th</sup> Congress and after, would provide universal single-payer health insurance for every person in the United States for all necessary medical care including prescription drugs; hospital, surgical and outpatient services; primary and preventive care; emergency services; reproductive care; dental and vision care; long-term care; and mental health care; and

**WHEREAS**, Medicare for All would provide coverage without copays, deductibles or other out-of-pocket costs and would slash bureaucracy, protect the doctor-patient relationship, and assure patients an unrestricted choice of doctors; and

**WHEREAS**, adoption of H.R. 3421, the Medicare for All Act of 2023, and subsequent legislation in the 119<sup>th</sup> Congress and after, would enable all residents of the City of Lake Worth Beach to be fully covered for health care, and would provide significant savings in taxpayer dollars which are currently spent on ever-rising premiums that provide inadequate health insurance coverage; and

**WHEREAS**, the quality of life for the residents of the City of Lake Worth Beach will vastly improve because they would be able to get the ongoing care they need, instead of waiting until they have a medical emergency that could upend their lives and further burden local resources;

**WHEREAS**, unbundling healthcare from employment and ensuring high-quality healthcare for all would begin to address systemic inequities that have disproportionately

impacted the health of the most vulnerable communities including, and not limited to, the unhoused, low-income, Black, Brown, Indigenous, and other People of Color; and

**WHEREAS**, addressing people’s long-term health needs would strengthen the workforce across all employment, industries, and sectors; and

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

**SECTION 1.** The foregoing recitals are incorporated into this resolution as true and correct statements.

**SECTION 2:** The City Commission of the City of Lake Worth Beach enthusiastically supports Medicare for All and calls on our federal legislators to work toward enactment of H.R. 3421, the Medicare for All Act of 2023, and all subsequent legislation in the 119<sup>th</sup> Congress and after, that will assure appropriate and efficient health care for all residents beyond the pandemic.

**SECTION 3:** That the Lake Worth Beach City Commission expresses its enthusiastic support for a state-level single-payer program in Florida, such as the *Healthy Florida Act* legislation that had been introduced before, and calls on our state legislators to work toward the immediate introduction in the Florida House of similar legislation and the enactment of such legislation to guarantee healthcare to all Florida residents.

**SECTION 4.** This Resolution shall become effective immediately upon passage.

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

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

The Mayor thereupon declared this resolution duly passed and adopted on the \_\_\_\_\_ day of \_\_\_\_\_, 2024.

LAKE WORTH BEACH CITY COMMISSION

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

ATTEST:

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

# STAFF REPORT REGULAR MEETING

**AGENDA DATE:** January 16, 2024

**DEPARTMENT:** Water Utilities

**TITLE:**

FY 2023-2034 Resilient Florida Program Agreement 24SRP21

**SUMMARY:**

The Resilient Florida Program Agreement 24SRP21 with the State of Florida Department of Environmental Protection sets forth the terms and conditions for the use of \$352,500 in grant funding for the City of Lake Worth Beach 10<sup>th</sup> and 13<sup>th</sup> Avenues North Stormwater Improvements project. The scope of work for this project includes the implementation of mitigation measures to relieve the chronic flooding of the City's public golf course and flooding in areas upstream of the Lake Worth Lagoon where stormwater outfalls are located at 10<sup>th</sup> and 13<sup>th</sup> Avenues North.

**BACKGROUND AND JUSTIFICATION:**

The Resilient Florida Program Agreement 24SRP21 with the State of Florida Department of Environmental Protection (FDEP) sets forth the terms and conditions for the use of \$352,500 in grant funding to relieve the chronic flooding of the City's public golf course and areas upstream of where stormwater outfalls are located at 10<sup>th</sup> Avenue North and 13<sup>th</sup> Avenue North. The worsening flood conditions at these locations have caused considerable loss of land in the golf course and standing water in the surrounding neighborhood.

The proposed mitigation measures include the installation of two 54x36" elliptical outfall check valves, one 32" outfall check valve and upgrades and re-lining of the existing stormwater outfalls. These proposed improvements will prevent further erosion of land in the golf course and alleviate water backing up in the stormwater system from ongoing sea level rise and king tides. The time of performance for completion of the improvements is June 30, 2026.

As a condition of the grant funding the City will be required to provide a local cost share of \$352,500 for the project.

**MOTION:**

Move to approve/disapprove and authorize the Mayor to execute the Resilient Florida Program Agreement 24SRP21 with the State of Florida Department of Environmental Protection.

**ATTACHMENT(S):**

Fiscal Impact Analysis  
Agreement 24SRP21  
Resolution

**FISCAL IMPACT ANALYSIS**

Five Year Summary of Fiscal Impact:

<b>Fiscal Years</b>	<b>2024</b>	<b>2025</b>	<b>2026</b>	<b>2027</b>	<b>2028</b>
<b>Inflows/Revenues</b>					
Appropriated (Budgeted)	352,500	0	0	0	0
Program Income	0	0	0	0	0
Grants	352,500	0	0	0	0
In Kind	0	0	0	0	0
<b>Outflows/Expenditures</b>					
Appropriated (Budgeted)	0	0	0	0	0
Operating	0	0	0	0	0
Capital	705,000	0	0	0	0
<b>Net Fiscal Impact</b>					
<i>(If not budgeted)</i>	0	0	0	0	0
<b>No. of Addn'l Full-Time</b>					
Employee Positions	0	0	0	0	0

<b>Contract Award - Existing Appropriation (Budgeted)</b>	
	<b>Expenditure</b>
<b>Department</b>	Water Utilities
<b>Division</b>	Stormwater
<b>GL Description</b>	Improve other than build/Infrastructure/Grants Enterprise Stormwater
<b>GL Account Number</b>	428-5090-538-6315/180-0000-381-14-08
<b>Project Number</b>	GT2403
<b>Requested Funds</b>	\$705,000
<b>Remaining Balance</b>	0
<b>Source of Revenue</b> (i.e. Paygo. Current Revenue, Bond Money, Grants, etc.)	Grant/PayGo

RESOLUTION NO. 02-2024 OF THE CITY OF LAKE WORTH BEACH, FLORIDA, APPROVING THE RESILIENT FLORIDA GRANT PROGRAM AGREEMENT 24SRP21 WITH THE FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION IN THE AMOUNT OF \$352,500 FOR THE CITY OF LAKE WORTH BEACH 10<sup>TH</sup> AND 13<sup>TH</sup> AVENUES NORTH STORMWATER IMPROVEMENTS PROJECT; AUTHORIZING THE MAYOR, OR HER DESIGNEE, TO EXECUTE THE AGREEMENT AND ALL RELATED DOCUMENTS; PROVIDING FOR AN EFFECTIVE DATE; AND FOR OTHER PURPOSES

WHEREAS, the Florida Department of Environmental Protection (“FDEP”) has announced the Resilient Florida Grant Program (“Program”) to provide funding to effectively address the impacts of flooding and sea level rise within the State of Florida; and

WHEREAS, the City has submitted a proposal requesting \$352,500 under the Program to implement mitigation measures to relieve chronic flooding of the City’s public golf course and flooding upstream of the Lake Worth Lagoon where stormwater outfalls are located at 10<sup>th</sup> and 13<sup>th</sup> Avenues North; and

WHEREAS, FDEP has approved the City’s request for this funding and has prepared Agreement 24SRP21 that sets forth the terms and conditions for the use of these grant funds for this purpose; and

WHEREAS, the City is required to contribute \$352,500 as a local cost share for this purpose; and

WHEREAS, the City desires to enter into this Agreement with FDEP; and

WHEREAS, this will serve a valid public purpose.

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

SECTION 1: The City Commission of the City of Lake Worth Beach, Florida, hereby approves the Agreement 24SRP21 with the Florida Department of Environmental Protection in the amount of \$352,500 under the Resilient Florida Grant Program for the City of Lake Worth Beach 10<sup>th</sup> and 13<sup>th</sup> Avenues North Stormwater Improvements project.

SECTION 2: The City Commission of the City of Lake Worth Beach, Florida, hereby authorizes the Mayor, or her designee, to execute the Agreement between the Florida



Department of Environmental Protection and the City and all related documents for this stated purpose.

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

SECTION 4: This resolution shall become effective upon 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 Betty Resch
- Vice Mayor Christopher McVoy
- Commissioner Sarah Malega
- Commissioner Kimberly Stokes
- Commissioner Reinaldo Diaz

The Mayor thereupon declared this resolution duly passed and adopted on the \_\_\_\_\_ day of \_\_\_\_\_, 2024.

LAKE WORTH BEACH CITY COMMISSION

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

ATTEST:

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

**STATE OF FLORIDA  
DEPARTMENT OF ENVIRONMENTAL PROTECTION  
Standard Grant Agreement**

This Agreement is entered into between the Parties named below, pursuant to Section 215.971, Florida Statutes:

1. Project Title (Project): **City of Lake Worth Beach 10th and 13th Avenues North Stormwater Improvements** Agreement Number: **24SRP21**

2. Parties **State of Florida Department of Environmental Protection,  
3900 Commonwealth Boulevard  
Tallahassee, Florida 32399-3000** (Department)

Grantee Name: **City of Lake Worth Beach** Entity Type: **Local Government**  
Grantee Address: **7 North Dixie Highway  
Lake Worth Beach, FL 33460** FEID: **59-6000358** (Grantee)

3. Agreement Begin Date: **7/1/2023** Date of Expiration: **6/30/2026**

4. Project Number: \_\_\_\_\_ Project Location(s): **Palm Beach County, Florida**  
(If different from Agreement Number)

Project Description: **The Project consists of stormwater upgrades that include the installation of backflow prevention devices on the three existing outfalls to the Indian River Lagoon. The stormwater pipes will also be lined or replaced, as necessary, to curb the existing sediment discharge through the joints. The stormwater system upgrades will also include restoration of the living shoreline surrounding these outfalls, to protect this area and encourage nature-based stability through plant recruitment.**

5. Total Amount of Funding:	Funding Source?	Award #s or Line Item Appropriations:	Amount per Source(s):
<b>352500</b>	<input checked="" type="checkbox"/> State <input type="checkbox"/> Federal	<b>FY 2023/2024 GAA 1819</b>	\$ <b>352500</b>
	<input type="checkbox"/> State <input type="checkbox"/> Federal		\$
	<input checked="" type="checkbox"/> Grantee Match		\$ <b>352500</b>
Total Amount of Funding + Grantee Match, if any:			\$ <b>705000</b>

6. Department's Grant Manager Name: <b>Karley Reyes</b> _____ or successor	Grantee's Grant Manager Name: <b>Vaughn Hayduk</b> _____ or successor
Address: <b>Resilient Florida Program 2600 Blair Stone Road, MS235 Tallahassee, Florida 32399</b> _____ Phone: <b>850-245-8449</b> Email: <b>Karley.Reyes@FloridaDEP.gov</b>	Address: <b>City of Lake Worth Beach 7 North Dixie Highway Lake Worth Beach, FL 33460</b> _____ Phone: <b>561.586.1798</b> Email: <b>vhayduk@lakeworthbeachfl.gov</b>

7. The Parties agree to comply with the terms and conditions of the following attachments and exhibits which are hereby incorporated by reference:

<input checked="" type="checkbox"/> Attachment 1: Standard Terms and Conditions Applicable to All Grants Agreements
<input checked="" type="checkbox"/> Attachment 2: Special Terms and Conditions
<input checked="" type="checkbox"/> Attachment 3: Grant Work Plan
<input checked="" type="checkbox"/> Attachment 4: Public Records Requirements
<input checked="" type="checkbox"/> Attachment 5: Special Audit Requirements
<input checked="" type="checkbox"/> Attachment 6: Program-Specific Requirements
<input type="checkbox"/> Attachment 7: Grant Award Terms (Federal) *Copy available at <a href="https://facts.fldfs.com">https://facts.fldfs.com</a> , in accordance with §215.985, F.S.
<input type="checkbox"/> Attachment 8: Federal Regulations and Terms (Federal)
<input type="checkbox"/> Additional Attachments (if necessary):
<input checked="" type="checkbox"/> Exhibit A: Progress Report Form
<input type="checkbox"/> Exhibit B: Property Reporting Form
<input checked="" type="checkbox"/> Exhibit C: Payment Request Summary Form
<input type="checkbox"/> Exhibit D: Quality Assurance Requirements
<input type="checkbox"/> Exhibit E: Advance Payment Terms and Interest Earned Memo
<input type="checkbox"/> Exhibit J: Common Carrier or Contracted Carrier Attestation Form PUR1808
<input checked="" type="checkbox"/> Additional Exhibits (if necessary): <b>Exhibit F: Final Report Form, Exhibit G: Photographer Release Form, Exhibit H: Contractual Services Certification</b>

8.	The following information applies to Federal Grants only and is identified in accordance with 2 CFR 200.331 (a) (1):	
Federal Award Identification Number(s) (FAIN):		
Federal Award Date to Department:		
Total Federal Funds Obligated by this Agreement:		
Federal Awarding Agency:		
Award R&D?	<input type="checkbox"/> Yes <input type="checkbox"/> N/A	

**IN WITNESS WHEREOF, this Agreement shall be effective on the date indicated by the Agreement Begin Date unless another date is specified in the grant documents.**

**City of Lake Worth Beach**

**GRANTEE**

By \_\_\_\_\_  
*(Authorized Signature)* Date Signed

**Betty Resch, Mayor**

\_\_\_\_\_  
 Print Name and Title of Person Signing

**State of Florida Department of Environmental Protection**

**DEPARTMENT**

By \_\_\_\_\_  
 Secretary or Designee Date Signed

**Alex Reed, Director of the Office of Resilience and Coastal Protection**

\_\_\_\_\_  
 Print Name and Title of Person Signing

Additional signatures attached on separate page.

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ORCP Additional Signatures

---

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DEP Grant Manager, Karley Reyes

---

DEP QC Reviewer, Hanna Tillotson

---

Grantee may add additional signatures below, if needed.

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**STATE OF FLORIDA  
DEPARTMENT OF ENVIRONMENTAL PROTECTION  
STANDARD TERMS AND CONDITIONS  
APPLICABLE TO GRANT AGREEMENTS**

**ATTACHMENT 1**

**1. Entire Agreement.**

This Grant Agreement, including any Attachments and Exhibits referred to herein and/or attached hereto (Agreement), constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior agreements, whether written or oral, with respect to such subject matter. Any terms and conditions included on Grantee's forms or invoices shall be null and void.

**2. Grant Administration.**

- a. Order of Precedence. If there are conflicting provisions among the documents that make up the Agreement, the order of precedence for interpretation of the Agreement is as follows:
  - i. Standard Grant Agreement
  - ii. Attachments other than Attachment 1, in numerical order as designated in the Standard Grant Agreement
  - iii. Attachment 1, Standard Terms and Conditions
  - iv. The Exhibits in the order designated in the Standard Grant Agreement
- b. All approvals, written or verbal, and other written communication among the parties, including all notices, shall be obtained by or sent to the parties' Grant Managers. All written communication shall be by electronic mail, U.S. Mail, a courier delivery service, or delivered in person. Notices shall be considered delivered when reflected by an electronic mail read receipt, a courier service delivery receipt, other mail service delivery receipt, or when receipt is acknowledged by recipient. If the notice is delivered in multiple ways, the notice will be considered delivered at the earliest delivery time.
- c. If a different Grant Manager is designated by either party after execution of this Agreement, notice of the name and contact information of the new Grant Manager will be submitted in writing to the other party and maintained in the respective parties' records. A change of Grant Manager does not require a formal amendment or change order to the Agreement.
- d. This Agreement may be amended, through a formal amendment or a change order, only by a written agreement between both parties. A formal amendment to this Agreement is required for changes which cause any of the following:
  - (1) an increase or decrease in the Agreement funding amount;
  - (2) a change in Grantee's match requirements;
  - (3) a change in the expiration date of the Agreement; and/or
  - (4) changes to the cumulative amount of funding transfers between approved budget categories, as defined in Attachment 3, Grant Work Plan, that exceeds or is expected to exceed twenty percent (20%) of the total budget as last approved by Department.A change order to this Agreement may be used when:
  - (1) task timelines within the current authorized Agreement period change;
  - (2) the cumulative transfer of funds between approved budget categories, as defined in Attachment 3, Grant Work Plan, are less than twenty percent (20%) of the total budget as last approved by Department;
  - (3) changing the current funding source as stated in the Standard Grant Agreement; and/or
  - (4) fund transfers between budget categories for the purposes of meeting match requirements.This Agreement may be amended to provide for additional services if additional funding is made available by the Legislature.
- e. All days in this Agreement are calendar days unless otherwise specified.

**3. Agreement Duration.**

The term of the Agreement shall begin and end on the dates indicated in the Standard Grant Agreement, unless extended or terminated earlier in accordance with the applicable terms and conditions. The Grantee shall be eligible for reimbursement for work performed on or after the date of execution through the expiration date of this Agreement, unless otherwise specified in Attachment 2, Special Terms and Conditions. However, work performed prior to the execution of this Agreement may be reimbursable or used for match purposes if permitted by the Special Terms and Conditions.

#### **4. Deliverables.**

The Grantee agrees to render the services or other units of deliverables as set forth in Attachment 3, Grant Work Plan. The services or other units of deliverables shall be delivered in accordance with the schedule and at the pricing outlined in the Grant Work Plan. Deliverables may be comprised of activities that must be completed prior to Department making payment on that deliverable. The Grantee agrees to perform in accordance with the terms and conditions set forth in this Agreement and all attachments and exhibits incorporated by the Standard Grant Agreement.

#### **5. Performance Measures.**

The Grantee warrants that: (1) the services will be performed by qualified personnel; (2) the services will be of the kind and quality described in the Grant Work Plan; (3) the services will be performed in a professional and workmanlike manner in accordance with industry standards and practices; (4) the services shall not and do not knowingly infringe upon the intellectual property rights, or any other proprietary rights, of any third party; and (5) its employees, subcontractors, and/or subgrantees shall comply with any security and safety requirements and processes, if provided by Department, for work done at the Project Location(s). The Department reserves the right to investigate or inspect at any time to determine whether the services or qualifications offered by Grantee meet the Agreement requirements. Notwithstanding any provisions herein to the contrary, written acceptance of a particular deliverable does not foreclose Department's remedies in the event deficiencies in the deliverable cannot be readily measured at the time of delivery.

#### **6. Acceptance of Deliverables.**

- a. Acceptance Process. All deliverables must be received and accepted in writing by Department's Grant Manager before payment. The Grantee shall work diligently to correct all deficiencies in the deliverable that remain outstanding, within a reasonable time at Grantee's expense. If Department's Grant Manager does not accept the deliverables within 30 days of receipt, they will be deemed rejected.
- b. Rejection of Deliverables. The Department reserves the right to reject deliverables, as outlined in the Grant Work Plan, as incomplete, inadequate, or unacceptable due, in whole or in part, to Grantee's lack of satisfactory performance under the terms of this Agreement. The Grantee's efforts to correct the rejected deliverables will be at Grantee's sole expense. Failure to fulfill the applicable technical requirements or complete all tasks or activities in accordance with the Grant Work Plan will result in rejection of the deliverable and the associated invoice. Payment for the rejected deliverable will not be issued unless the rejected deliverable is made acceptable to Department in accordance with the Agreement requirements. The Department, at its option, may allow additional time within which Grantee may remedy the objections noted by Department. The Grantee's failure to make adequate or acceptable deliverables after a reasonable opportunity to do so shall constitute an event of default.

#### **7. Financial Consequences for Nonperformance.**

- a. Withholding Payment. In addition to the specific consequences explained in the Grant Work Plan and/or Special Terms and Conditions, the State of Florida (State) reserves the right to withhold payment when the Grantee has failed to perform/comply with provisions of this Agreement. None of the financial consequences for nonperformance in this Agreement as more fully described in the Grant Work Plan shall be considered penalties.
- b. Invoice reduction  
If Grantee does not meet a deadline for any deliverable, the Department will reduce the invoice by 1% for each day the deadline is missed, unless an extension is approved in writing by the Department.
- c. Corrective Action Plan. If Grantee fails to correct all the deficiencies in a rejected deliverable within the specified timeframe, Department may, in its sole discretion, request that a proposed Corrective Action Plan (CAP) be submitted by Grantee to Department. The Department requests that Grantee specify the outstanding deficiencies in the CAP. All CAPs must be able to be implemented and performed in no more than sixty (60) calendar days.
  - i. The Grantee shall submit a CAP within ten (10) days of the date of the written request from Department. The CAP shall be sent to the Department's Grant Manager for review and approval. Within ten (10) days of receipt of a CAP, Department shall notify Grantee in writing whether the CAP proposed has been accepted. If the CAP is not accepted, Grantee shall have ten (10) days from receipt of Department letter rejecting the proposal to submit a revised proposed CAP. Failure to obtain Department approval of a CAP as specified above may result in Department's termination of this Agreement for cause as authorized in this Agreement.
  - ii. Upon Department's notice of acceptance of a proposed CAP, Grantee shall have ten (10) days to commence implementation of the accepted plan. Acceptance of the proposed CAP by Department does not relieve Grantee of any of its obligations under the Agreement. In the event the CAP fails to correct or eliminate performance deficiencies by Grantee, Department shall retain the right to

require additional or further remedial steps, or to terminate this Agreement for failure to perform. No actions approved by Department or steps taken by Grantee shall preclude Department from subsequently asserting any deficiencies in performance. The Grantee shall continue to implement the CAP until all deficiencies are corrected. Reports on the progress of the CAP will be made to Department as requested by Department's Grant Manager.

- iii. Failure to respond to a Department request for a CAP or failure to correct a deficiency in the performance of the Agreement as specified by Department may result in termination of the Agreement.

## **8. Payment.**

- a. Payment Process. Subject to the terms and conditions established by the Agreement, the pricing per deliverable established by the Grant Work Plan, and the billing procedures established by Department, Department agrees to pay Grantee for services rendered in accordance with section 215.422, Florida Statutes (F.S.).
- b. Taxes. The Department is exempted from payment of State sales, use taxes and Federal excise taxes. The Grantee, however, shall not be exempted from paying any taxes that it is subject to, including State sales and use taxes, or for payment by Grantee to suppliers for taxes on materials used to fulfill its contractual obligations with Department. The Grantee shall not use Department's exemption number in securing such materials. The Grantee shall be responsible and liable for the payment of all its FICA/Social Security and other taxes resulting from this Agreement.
- c. Maximum Amount of Agreement. The maximum amount of compensation under this Agreement, without an amendment, is described in the Standard Grant Agreement. Any additional funds necessary for the completion of this Project are the responsibility of Grantee.
- d. Reimbursement for Costs. The Grantee shall be paid on a cost reimbursement basis for all eligible Project costs upon the completion, submittal, and approval of each deliverable identified in the Grant Work Plan. Reimbursement shall be requested on Exhibit C, Payment Request Summary Form. To be eligible for reimbursement, costs must be in compliance with laws, rules, and regulations applicable to expenditures of State funds, including, but not limited to, the Reference Guide for State Expenditures, which can be accessed at the following web address: <https://www.myfloridacfo.com/docs-sf/accounting-and-auditing-libraries/state-agencies/reference-guide-for-state-expenditures.pdf>.
- e. Rural Communities and Rural Areas of Opportunity. If Grantee is a county or municipality that qualifies as a "rural community" or "rural area of opportunity" (RAO) as defined in subsection 288.0656(2), F.S., such Grantee may request from the Department that all invoice payments (i.e., cost reimbursement) under this Agreement be directed to the relevant county or municipality or to the RAO itself. The Department will agree to Grantee's request if:
  - i. Grantee demonstrates that it is a county or municipality that qualifies as a "rural community" or "rural area of opportunity" under subsection 288.0656(2), F.S.;
  - ii. Grantee demonstrates current financial hardship using one (1) or more of the "economic distress" factors defined in subsection 288.0656(2)(c), F.S.;
  - iii. Grantee's performance has been verified by the Department, which has determined that Grantee is eligible for cost reimbursement and that Grantee's performance has been completed in accordance with this Agreement's terms and conditions; and
  - iv. Applicable federal and state law(s), rule(s) and regulation(s) allow for such payments.This subsection may not be construed to alter or limit any other applicable provisions of federal or state law, rule, or regulation. A current list of Florida's designated RAOs can be accessed at the following web address: <https://floridajobs.org/community-planning-and-development/rural-community-programs/rural-areas-of-opportunity>.
- f. Invoice Detail. All charges for services rendered or for reimbursement of expenses authorized by Department pursuant to the Grant Work Plan shall be submitted to Department in sufficient detail for a proper pre-audit and post-audit to be performed. The Grantee shall only invoice Department for deliverables that are completed in accordance with the Grant Work Plan.
- g. State Funds Documentation. Pursuant to section 216.1366, F.S., if Contractor meets the definition of a non-profit organization under section 215.97(2)(m), F.S., Contractor must provide the Department with documentation that indicates the amount of state funds:
  - i. Allocated to be used during the full term of the contract or agreement for remuneration to any member of the board of directors or an officer of Contractor.
  - ii. Allocated under each payment by the public agency to be used for remuneration of any member of the board of directors or an officer of the Contractor.

The documentation must indicate the amounts and recipients of the remuneration. Such information must be posted on the State's the contract tracking system and maintained pursuant to section 215.985, F.S., and must be posted on the Contractor's website, if Contractor maintains a website.

- h. Interim Payments. Interim payments may be made by Department, at its discretion, if the completion of deliverables to date have first been accepted in writing by Department's Grant Manager.
- i. Final Payment Request. A final payment request should be submitted to Department no later than sixty (60) days following the expiration date of the Agreement to ensure the availability of funds for payment. However, all work performed pursuant to the Grant Work Plan must be performed on or before the expiration date of the Agreement.
- j. Annual Appropriation Contingency. The State's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature. This Agreement is not a commitment of future appropriations. Authorization for continuation and completion of work and any associated payments may be rescinded, with proper notice, at the discretion of Department if the Legislature reduces or eliminates appropriations.
- k. Interest Rates. All interest rates charged under the Agreement shall be calculated on the prevailing rate used by the State Board of Administration. To obtain the applicable interest rate, please refer to: <https://www.myfloridacfo.com/division/aa/local-governments/judgement-interest-rates>.
- l. Refund of Payments to the Department. Any balance of unobligated funds that have been advanced or paid must be refunded to Department. Any funds paid in excess of the amount to which Grantee or subgrantee is entitled under the terms of the Agreement must be refunded to Department. If this Agreement is funded with federal funds and the Department is required to refund the federal government, the Grantee shall refund the Department its share of those funds.

#### **9. Documentation Required for Cost Reimbursement Grant Agreements and Match.**

If Cost Reimbursement or Match is authorized in Attachment 2, Special Terms and Conditions, the following conditions apply. Supporting documentation must be provided to substantiate cost reimbursement or match requirements for the following budget categories:

- a. Salary/Wages. Grantee shall list personnel involved, position classification, direct salary rates, and hours spent on the Project in accordance with Attachment 3, Grant Work Plan in their documentation for reimbursement or match requirements.
- b. Overhead/Indirect/General and Administrative Costs. If Grantee is being reimbursed for or claiming match for multipliers, all multipliers used (i.e., fringe benefits, overhead, indirect, and/or general and administrative rates) shall be supported by audit. If Department determines that multipliers charged by Grantee exceeded the rates supported by audit, Grantee shall be required to reimburse such funds to Department within thirty (30) days of written notification. Interest shall be charged on the excessive rate.
- c. Contractual Costs (Subcontractors). Match or reimbursement requests for payments to subcontractors must be substantiated by copies of invoices with backup documentation identical to that required from Grantee. Subcontracts which involve payments for direct salaries shall clearly identify the personnel involved, salary rate per hour, and hours spent on the Project. All eligible multipliers used (i.e., fringe benefits, overhead, indirect, and/or general and administrative rates) shall be supported by audit. If Department determines that multipliers charged by any subcontractor exceeded the rates supported by audit, Grantee shall be required to reimburse such funds to Department within thirty (30) days of written notification. Interest shall be charged on the excessive rate. Nonconsumable and/or nonexpendable personal property or equipment costing \$5,000 or more purchased for the Project under a subcontract is subject to the requirements set forth in chapters 273 and/or 274, F.S., and Chapter 69I-72, Florida Administrative Code (F.A.C.) and/or Chapter 69I-73, F.A.C., as applicable. The Grantee shall be responsible for maintaining appropriate property records for any subcontracts that include the purchase of equipment as part of the delivery of services. The Grantee shall comply with this requirement and ensure its subcontracts issued under this Agreement, if any, impose this requirement, in writing, on its subcontractors.
  - i. For fixed-price (vendor) subcontracts, the following provisions shall apply: The Grantee may award, on a competitive basis, fixed-price subcontracts to consultants/contractors in performing the work described in Attachment 3, Grant Work Plan. Invoices submitted to Department for fixed-price subcontracted activities shall be supported with a copy of the subcontractor's invoice and a copy of the tabulation form for the competitive procurement process (e.g., Invitation to Bid, Request for Proposals, or other similar competitive procurement document) resulting in the fixed-price subcontract. The Grantee may request approval from Department to award a fixed-price subcontract resulting from procurement methods other than those identified above. In this instance, Grantee shall request the advance written approval from Department's Grant Manager of the fixed price

#### **Attachment 1**



negotiated by Grantee. The letter of request shall be supported by a detailed budget and Scope of Services to be performed by the subcontractor. Upon receipt of Department Grant Manager's approval of the fixed-price amount, Grantee may proceed in finalizing the fixed-price subcontract.

- ii. If the procurement is subject to the Consultant's Competitive Negotiation Act under section 287.055, F.S. or the Brooks Act, Grantee must provide documentation clearly evidencing it has complied with the statutory or federal requirements.
- d. Travel. All requests for match or reimbursement of travel expenses shall be in accordance with section 112.061, F.S.
- e. Direct Purchase Equipment. For the purposes of this Agreement, Equipment is defined as capital outlay costing \$5,000 or more. Match or reimbursement for Grantee's direct purchase of equipment is subject to specific approval of Department, and does not include any equipment purchased under the delivery of services to be completed by a subcontractor. Include copies of invoices or receipts to document purchases, and a properly completed Exhibit B, Property Reporting Form.
- f. Rental/Lease of Equipment. Match or reimbursement requests for rental/lease of equipment must include copies of invoices or receipts to document charges.
- g. Miscellaneous/Other Expenses. If miscellaneous or other expenses, such as materials, supplies, non-excluded phone expenses, reproduction, or mailing, are reimbursable or available for match or reimbursement under the terms of this Agreement, the documentation supporting these expenses must be itemized and include copies of receipts or invoices. Additionally, independent of Grantee's contract obligations to its subcontractor, Department shall not reimburse any of the following types of charges: cell phone usage; attorney's fees or court costs; civil or administrative penalties; or handling fees, such as set percent overages associated with purchasing supplies or equipment.
- h. Land Acquisition. Reimbursement for the costs associated with acquiring interest and/or rights to real property (including access rights through ingress/egress easements, leases, license agreements, or other site access agreements; and/or obtaining record title ownership of real property through purchase) must be supported by the following, as applicable: Copies of Property Appraisals, Environmental Site Assessments, Surveys and Legal Descriptions, Boundary Maps, Acreage Certification, Title Search Reports, Title Insurance, Closing Statements/Documents, Deeds, Leases, Easements, License Agreements, or other legal instrument documenting acquired property interest and/or rights. If land acquisition costs are used to meet match requirements, Grantee agrees that those funds shall not be used as match for any other Agreement supported by State or Federal funds.

#### **10. Status Reports.**

The Grantee shall submit status reports quarterly, unless otherwise specified in the Attachments, on Exhibit A, Progress Report Form, to Department's Grant Manager describing the work performed during the reporting period, problems encountered, problem resolutions, scheduled updates, and proposed work for the next reporting period. Quarterly status reports are due no later than twenty (20) days following the completion of the quarterly reporting period. For the purposes of this reporting requirement, the quarterly reporting periods end on March 31, June 30, September 30 and December 31. The Department will review the required reports submitted by Grantee within thirty (30) days.

#### **11. Retainage.**

The following provisions apply if Department withholds retainage under this Agreement:

- a. The Department reserves the right to establish the amount and application of retainage on the work performed under this Agreement up to the maximum percentage described in Attachment 2, Special Terms and Conditions. Retainage may be withheld from each payment to Grantee pending satisfactory completion of work and approval of all deliverables.
- b. If Grantee fails to perform the requested work or fails to perform the work in a satisfactory manner, Grantee shall forfeit its right to payment of the retainage associated with the work. Failure to perform includes, but is not limited to, failure to submit the required deliverables or failure to provide adequate documentation that the work was actually performed. The Department shall provide written notification to Grantee of the failure to perform that shall result in retainage forfeiture. If the Grantee does not correct the failure to perform within the timeframe stated in Department's notice, the retainage will be forfeited to Department.
- c. No retainage shall be released or paid for incomplete work while this Agreement is suspended.
- d. Except as otherwise provided above, Grantee shall be paid the retainage associated with the work, provided Grantee has completed the work and submits an invoice for retainage held in accordance with the invoicing procedures under this Agreement.

#### **12. Insurance.**

- a. Insurance Requirements for Sub-Grantees and/or Subcontractors. The Grantee shall require its sub-grantees and/or subcontractors, if any, to maintain insurance coverage of such types and with such terms and limits as described in this Agreement. The Grantee shall require all its sub-grantees and/or subcontractors, if any, to make compliance with the insurance requirements of this Agreement a condition of all contracts that are related to this Agreement. Sub-grantees and/or subcontractors must provide proof of insurance upon request.
- b. Deductibles. The Department shall be exempt from, and in no way liable for, any sums of money representing a deductible in any insurance policy. The payment of such deductible shall be the sole responsibility of the Grantee providing such insurance.
- c. Proof of Insurance. Upon execution of this Agreement, Grantee shall provide Department documentation demonstrating the existence and amount for each type of applicable insurance coverage *prior to* performance of any work under this Agreement. Upon receipt of written request from Department, Grantee shall furnish Department with proof of applicable insurance coverage by standard form certificates of insurance, a self-insured authorization, or other certification of self-insurance.
- d. Duty to Maintain Coverage. In the event that any applicable coverage is cancelled by the insurer for any reason, or if Grantee cannot get adequate coverage, Grantee shall immediately notify Department of such cancellation and shall obtain adequate replacement coverage conforming to the requirements herein and provide proof of such replacement coverage within ten (10) days after the cancellation of coverage.
- e. Insurance Trust. If the Grantee's insurance is provided through an insurance trust, the Grantee shall instead add the Department of Environmental Protection, its employees, and officers as an additional covered party everywhere the Agreement requires them to be added as an additional insured.

### **13. Termination.**

- a. Termination for Convenience. When it is in the State's best interest, Department may, at its sole discretion, terminate the Agreement in whole or in part by giving 30 days' written notice to Grantee. The Department shall notify Grantee of the termination for convenience with instructions as to the effective date of termination or the specific stage of work at which the Agreement is to be terminated. The Grantee must submit all invoices for work to be paid under this Agreement within thirty (30) days of the effective date of termination. The Department shall not pay any invoices received after thirty (30) days of the effective date of termination.
- b. Termination for Cause. The Department may terminate this Agreement if any of the events of default described in the Events of Default provisions below occur or in the event that Grantee fails to fulfill any of its other obligations under this Agreement. If, after termination, it is determined that Grantee was not in default, or that the default was excusable, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of Department. The rights and remedies of Department in this clause are in addition to any other rights and remedies provided by law or under this Agreement.
- c. Grantee Obligations upon Notice of Termination. After receipt of a notice of termination or partial termination unless as otherwise directed by Department, Grantee shall not furnish any service or deliverable on the date, and to the extent specified, in the notice. However, Grantee shall continue work on any portion of the Agreement not terminated. If the Agreement is terminated before performance is completed, Grantee shall be paid only for that work satisfactorily performed for which costs can be substantiated. The Grantee shall not be entitled to recover any cancellation charges or lost profits.
- d. Continuation of Prepaid Services. If Department has paid for any services prior to the expiration, cancellation, or termination of the Agreement, Grantee shall continue to provide Department with those services for which it has already been paid or, at Department's discretion, Grantee shall provide a refund for services that have been paid for but not rendered.
- e. Transition of Services Upon Termination, Expiration, or Cancellation of the Agreement. If services provided under the Agreement are being transitioned to another provider(s), Grantee shall assist in the smooth transition of Agreement services to the subsequent provider(s). This requirement is at a minimum an affirmative obligation to cooperate with the new provider(s), however additional requirements may be outlined in the Grant Work Plan. The Grantee shall not perform any services after Agreement expiration or termination, except as necessary to complete the transition or continued portion of the Agreement, if any.

### **14. Notice of Default.**

If Grantee defaults in the performance of any covenant or obligation contained in the Agreement, including, any of the events of default, Department shall provide notice to Grantee and an opportunity to cure that is reasonable under the circumstances. This notice shall state the nature of the failure to perform and provide a time certain for correcting the failure. The notice will also provide that, should the Grantee fail to perform within the time provided, Grantee will be found in default, and Department may terminate the Agreement effective as of the date of receipt of the default notice.

### **15. Events of Default.**

Provided such failure is not the fault of Department or outside the reasonable control of Grantee, the following non-exclusive list of events, acts, or omissions, shall constitute events of default:

- a. The commitment of any material breach of this Agreement by Grantee, including failure to timely deliver a material deliverable, failure to perform the minimal level of services required for a deliverable, discontinuance of the performance of the work, failure to resume work that has been discontinued within a reasonable time after notice to do so, or abandonment of the Agreement;
- b. The commitment of any material misrepresentation or omission in any materials, or discovery by the Department of such, made by the Grantee in this Agreement or in its application for funding;
- c. Failure to submit any of the reports required by this Agreement or having submitted any report with incorrect, incomplete, or insufficient information;
- d. Failure to honor any term of the Agreement;
- e. Failure to abide by any statutory, regulatory, or licensing requirement, including an entry of an order revoking the certificate of authority granted to the Grantee by a state or other licensing authority;
- f. Failure to pay any and all entities, individuals, and furnishing labor or materials, or failure to make payment to any other entities as required by this Agreement;
- g. Employment of an unauthorized alien in the performance of the work, in violation of Section 274 (A) of the Immigration and Nationality Act;
- h. Failure to maintain the insurance required by this Agreement;
- i. One or more of the following circumstances, uncorrected for more than thirty (30) days unless, within the specified 30-day period, Grantee (including its receiver or trustee in bankruptcy) provides to Department adequate assurances, reasonably acceptable to Department, of its continuing ability and willingness to fulfill its obligations under the Agreement:
  - i. Entry of an order for relief under Title 11 of the United States Code;
  - ii. The making by Grantee of a general assignment for the benefit of creditors;
  - iii. The appointment of a general receiver or trustee in bankruptcy of Grantee's business or property; and/or
  - iv. An action by Grantee under any state insolvency or similar law for the purpose of its bankruptcy, reorganization, or liquidation.

### **16. Suspension of Work.**

The Department may, in its sole discretion, suspend any or all activities under the Agreement, at any time, when it is in the best interest of the State to do so. The Department shall provide Grantee written notice outlining the particulars of suspension. Examples of reasons for suspension include, but are not limited to, budgetary constraints, declaration of emergency, or other such circumstances. After receiving a suspension notice, Grantee shall comply with the notice. Within 90 days, or any longer period agreed to by the parties, Department shall either: (1) issue a notice authorizing resumption of work, at which time activity shall resume; or (2) terminate the Agreement. If the Agreement is terminated after 30 days of suspension, the notice of suspension shall be deemed to satisfy the thirty (30) days' notice required for a notice of termination for convenience. Suspension of work shall not entitle Grantee to any additional compensation.

### **17. Force Majeure.**

The Grantee shall not be responsible for delay resulting from its failure to perform if neither the fault nor the negligence of Grantee 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 Grantee's control, or for any of the foregoing that affect subcontractors or suppliers if no alternate source of supply is available to Grantee. In case of any delay Grantee believes is excusable, Grantee shall notify Department in writing of the delay or potential delay and describe the cause of the delay either (1) within ten days after the cause that creates or will create the delay first arose, if Grantee could reasonably foresee that a delay could occur as a result; or (2) if delay is not reasonably foreseeable, within five days after the date Grantee first had reason to believe that a delay could result. **THE FOREGOING SHALL CONSTITUTE THE GRANTEE'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 Department. The Grantee shall not be entitled to an increase in the Agreement price or payment of any kind from Department 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 Grantee shall perform at no increased cost, unless Department determines, in its sole

discretion, that the delay will significantly impair the value of the Agreement to Department, in which case Department may: (1) accept allocated performance or deliveries from Grantee, provided that Grantee grants preferential treatment to Department with respect to products subjected to allocation; (2) contract with other sources (without recourse to and by Grantee for the related costs and expenses) to replace all or part of the products or services that are the subject of the delay, which purchases may be deducted from the Agreement quantity; or (3) terminate Agreement in whole or in part.

#### **18. Indemnification.**

- a. The Grantee shall be fully liable for the actions of its agents, employees, partners, or subcontractors and shall fully indemnify, defend, and hold harmless Department and its officers, agents, and employees, from suits, actions, damages, and costs of every name and description arising from or relating to:
  - i. personal injury and damage to real or personal tangible property alleged to be caused in whole or in part by Grantee, its agents, employees, partners, or subcontractors; provided, however, that Grantee shall not indemnify for that portion of any loss or damages proximately caused by the negligent act or omission of Department;
  - ii. the Grantee's breach of this Agreement or the negligent acts or omissions of Grantee.
- b. The Grantee's obligations under the preceding paragraph with respect to any legal action are contingent upon Department giving Grantee: (1) written notice of any action or threatened action; (2) the opportunity to take over and settle or defend any such action at Grantee's sole expense; and (3) assistance in defending the action at Grantee's sole expense. The Grantee shall not be liable for any cost, expense, or compromise incurred or made by Department in any legal action without Grantee's prior written consent, which shall not be unreasonably withheld.
- c. Notwithstanding sections a. and b. above, the following is the sole indemnification provision that applies to Grantees that are governmental entities: Each party hereto agrees that it shall be solely responsible for the negligent or wrongful acts of its employees and agents. However, nothing contained herein shall constitute a waiver by either party of its sovereign immunity or the provisions of section 768.28, F.S. Further, nothing herein shall be construed as consent by a state agency or subdivision of the State to be sued by third parties in any matter arising out of any contract or this Agreement.
- d. No provision in this Agreement shall require Department to hold harmless or indemnify Grantee, insure or assume liability for Grantee's negligence, waive Department's sovereign immunity under the laws of Florida, or otherwise impose liability on Department for which it would not otherwise be responsible. Any provision, implication or suggestion to the contrary is null and void.

#### **19. Limitation of Liability.**

The Department's liability for any claim arising from this Agreement is limited to compensatory damages in an amount no greater than the sum of the unpaid balance of compensation due for goods or services rendered pursuant to and in compliance with the terms of the Agreement. Such liability is further limited to a cap of \$100,000.

#### **20. Remedies.**

Nothing in this Agreement shall be construed to make Grantee liable for force majeure events. Nothing in this Agreement, including financial consequences for nonperformance, shall limit Department's right to pursue its remedies for other types of damages under the Agreement, at law or in equity. The Department may, in addition to other remedies available to it, at law or in equity and upon notice to Grantee, retain such monies from amounts due Grantee as may be necessary to satisfy any claim for damages, penalties, costs and the like asserted by or against it.

#### **21. Waiver.**

The delay or failure by Department to exercise or enforce any of its rights under this Agreement shall not constitute or be deemed a waiver of Department'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.

#### **22. Statutory Notices Relating to Unauthorized Employment and Subcontracts.**

- a. The Department shall consider the employment by any Grantee of unauthorized aliens a violation of Section 274A(e) of the Immigration and Nationality Act. If Grantee/subcontractor knowingly employs unauthorized aliens, such violation shall be cause for unilateral cancellation of this Agreement. The Grantee shall be responsible for including this provision in all subcontracts with private organizations issued as a result of this Agreement.
- b. Pursuant to sections 287.133, 287.134, and 287.137 F.S., the following restrictions apply to persons placed on the convicted vendor list, discriminatory vendor list, or the antitrust violator vendor list:
  - i. Public Entity Crime. 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 Grantee, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in section 287.017, F.S., for CATEGORY TWO for a period of 36 months following the date of being placed on the convicted vendor list.

- ii. Discriminatory Vendors. An entity or affiliate who has been placed on the discriminatory vendor list 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, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity.
- iii. Antitrust Violator Vendors. A person or an affiliate who has been placed on the antitrust violator vendor list following a conviction or being held civilly liable for an antitrust violation may not submit a bid, proposal, or reply on any contract to provide any good or services to a public entity; may not submit a bid, proposal, or reply on any contract with a public entity for the construction or repair of a public building or public work; may not submit a bid, proposal, or reply on leases of real property to a public entity; may not be awarded or perform work as a Grantee, supplier, subcontractor, or consultant under a contract with a public entity; and may not transact new business with a public entity.
- iv. Notification. The Grantee shall notify Department if it or any of its suppliers, subcontractors, or consultants have been placed on the convicted vendor list, the discriminatory vendor list, or antitrust violator vendor list during the life of the Agreement. The Florida Department of Management Services is responsible for maintaining the discriminatory vendor list and the antitrust violator vendor list and posts the list on its website. Questions regarding the discriminatory vendor list or antitrust violator vendor list may be directed to the Florida Department of Management Services, Office of Supplier Diversity, at (850) 487-0915.

### **23. Compliance with Federal, State and Local Laws.**

- a. The Grantee and all its agents shall comply with all federal, state and local regulations, including, but not limited to, nondiscrimination, wages, social security, workers' compensation, licenses, and registration requirements. The Grantee shall include this provision in all subcontracts issued as a result of this Agreement.
- b. No person, on the grounds of race, creed, color, religion, national origin, age, gender, or disability, shall be excluded from participation in; be denied the proceeds or benefits of; or be otherwise subjected to discrimination in performance of this Agreement.
- c. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida.
- d. Any dispute concerning performance of the Agreement shall be processed as described herein. Jurisdiction for any damages arising under the terms of the Agreement will be in the courts of the State, and venue will be in the Second Judicial Circuit, in and for Leon County. Except as otherwise provided by law, the parties agree to be responsible for their own attorney fees incurred in connection with disputes arising under the terms of this Agreement.

### **24. Build America, Buy America Act (BABA) - Infrastructure Projects with Federal Funding.**

**This provision does not apply to Agreements that are wholly funded by Coronavirus State and Local Fiscal Recovery Funds under the American Rescue Plan Act. Also, this provision does not apply where there is a valid waiver in place. However, the provision may apply to funds expended before the waiver or after expiration of the waiver.**

If applicable, Recipients or Subrecipients of an award of Federal financial assistance from a program for infrastructure are required to comply with the Build America, Buy America Act (BABA), including the following provisions:

- a. All iron and steel used in the project are produced in the United States--this means all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States;
- b. All manufactured products used in the project are produced in the United States--this means the manufactured product was manufactured in the United States; and the cost of the components of the manufactured product that are mined, produced, or manufactured in the United States is greater than 55 percent of the total cost of all components of the manufactured product, unless another standard for determining the minimum amount of domestic content of the manufactured product has been established under applicable law or regulation; and

- c. All construction materials are manufactured in the United States-this means that all manufacturing processes for the construction material occurred in the United States.

The Buy America preference only applies to articles, materials, and supplies that are consumed in, incorporated into, or affixed to an infrastructure project. As such, it does not apply to tools, equipment, and supplies, such as temporary scaffolding, brought to the construction site and removed at or before the completion of the infrastructure project. Nor does a Buy America preference apply to equipment and furnishings, such as movable chairs, desks, and portable computer equipment, that are used at or within the finished infrastructure project but are not an integral part of the structure or permanently affixed to the infrastructure project.

## **25. Investing in America**

Grantees of an award for construction projects in whole or in part by the Bipartisan Infrastructure Law or the Inflation Reduction Act, including the following provision:

- a. Signage Requirements

- a. Investing in America Emblem: The recipient will ensure that a sign is placed at construction sites supported in whole or in part by this award displaying the official Investing in America emblem and must identify the project as a “project funded by President Biden’s Bipartisan Infrastructure Law” or “project funded by President Biden’s Inflation Reduction Act” as applicable. The sign must be placed at construction sites in an easily visible location that can be directly linked to the work taking place and must be maintained in good condition throughout the construction period.

The recipient will ensure compliance with the guidelines and design specifications provided by EPA for using the official Investing in America emblem available at:

<https://www.epa.gov/invest/investing-america-signage>.

- b. Procuring Signs: Consistent with section 6002 of RCRA, 42 U.S.C. 6962, and 2 CFR 200.323, recipients are encouraged to use recycled or recovered materials when procuring signs. Signage costs are considered an allowable cost under this assistance agreement provided that the costs associated with signage are reasonable. Additionally, to increase public awareness of projects serving communities where English is not the predominant language, recipients are encouraged to translate the language on signs (excluding the official Investing in America emblem or EPA logo or seal) into the appropriate non-English language(s). The costs of such translation are allowable, provided the costs are reasonable.

## **26. Scrutinized Companies.**

- a. Grantee certifies that it is not on the Scrutinized Companies that Boycott Israel List or engaged in a boycott of Israel. Pursuant to section 287.135, F.S., the Department may immediately terminate this Agreement at its sole option if the Grantee is found to have submitted a false certification; or if the Grantee is placed on the Scrutinized Companies that Boycott Israel List or is engaged in the boycott of Israel during the term of the Agreement.
- b. If this Agreement is for more than one million dollars, the Grantee certifies that it is also not on the Scrutinized Companies with Activities in Sudan, Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria as identified in section 287.135, F.S. Pursuant to section 287.135, F.S., the Department may immediately terminate this Agreement at its sole option if the Grantee is found to have submitted a false certification; or if the Grantee is placed on the Scrutinized Companies with Activities in Sudan List, or Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria during the term of the Agreement.
- c. As provided in subsection 287.135(8), F.S., if federal law ceases to authorize these contracting prohibitions, then they shall become inoperative.

## **27. Lobbying and Integrity.**

The Grantee agrees that no funds received by it under this Agreement will be expended for the purpose of lobbying the Legislature or a State agency pursuant to section 216.347, F.S., except that pursuant to the requirements of section 287.058(6), F.S., during the term of any executed agreement between Grantee and the State, Grantee may lobby the executive or legislative branch concerning the scope of services, performance, term, or compensation regarding that agreement. The Grantee shall comply with sections 11.062 and 216.347, F.S.

## **28. Record Keeping.**

The Grantee shall maintain books, records and documents directly pertinent to performance under this Agreement in accordance with United States generally accepted accounting principles (US GAAP) consistently applied. The Department, the State, or their authorized representatives shall have access to such records for audit purposes during

the term of this Agreement and for five (5) years following the completion date or termination of the Agreement. In the event that any work is subcontracted, Grantee shall similarly require each subcontractor to maintain and allow access to such records for audit purposes. Upon request of Department's Inspector General, or other authorized State official, Grantee shall provide any type of information the Inspector General deems relevant to Grantee's integrity or responsibility. Such information may include, but shall not be limited to, Grantee's business or financial records, documents, or files of any type or form that refer to or relate to Agreement. The Grantee shall retain such records for the longer of: (1) three years after the expiration of the Agreement; or (2) the period required by the General Records Schedules maintained by the Florida Department of State (available at: <http://dos.myflorida.com/library-archives/records-management/general-records-schedules/>).

## **29. Audits.**

- a. **Inspector General.** The Grantee understands its duty, pursuant to section 20.055(5), F.S., to cooperate with the inspector general in any investigation, audit, inspection, review, or hearing. The Grantee will comply with this duty and ensure that its sub-grantees and/or subcontractors issued under this Agreement, if any, impose this requirement, in writing, on its sub-grantees and/or subcontractors, respectively.
- b. **Physical Access and Inspection.** Department personnel shall be given access to and may observe and inspect work being performed under this Agreement, with reasonable notice and during normal business hours, including by any of the following methods:
  - i. Grantee shall provide access to any location or facility on which Grantee is performing work, or storing or staging equipment, materials or documents;
  - ii. Grantee shall permit inspection of any facility, equipment, practices, or operations required in performance of any work pursuant to this Agreement; and,
  - iii. Grantee shall allow and facilitate sampling and monitoring of any substances, soils, materials or parameters at any location reasonable or necessary to assure compliance with any work or legal requirements pursuant to this Agreement.
- c. **Special Audit Requirements.** The Grantee shall comply with the applicable provisions contained in Attachment 5, Special Audit Requirements. Each amendment that authorizes a funding increase or decrease shall include an updated copy of Exhibit 1, to Attachment 5. If Department fails to provide an updated copy of Exhibit 1 to include in each amendment that authorizes a funding increase or decrease, Grantee shall request one from the Department's Grants Manager. The Grantee shall consider the type of financial assistance (federal and/or state) identified in Attachment 5, Exhibit 1 and determine whether the terms of Federal and/or Florida Single Audit Act Requirements may further apply to lower tier transactions that may be a result of this Agreement. For federal financial assistance, Grantee shall utilize the guidance provided under 2 CFR §200.331 for determining whether the relationship represents that of a subrecipient or vendor. For State financial assistance, Grantee shall utilize the form entitled "Checklist for Nonstate Organizations Recipient/Subrecipient vs Vendor Determination" (form number DFS-A2-NS) that can be found under the "Links/Forms" section appearing at the following website: <https://apps.fldfs.com/fsaa>.
- d. **Proof of Transactions.** In addition to documentation provided to support cost reimbursement as described herein, Department may periodically request additional proof of a transaction to evaluate the appropriateness of costs to the Agreement pursuant to State guidelines (including cost allocation guidelines) and federal, if applicable. Allowable costs and uniform administrative requirements for federal programs can be found under 2 CFR 200. The Department may also request a cost allocation plan in support of its multipliers (overhead, indirect, general administrative costs, and fringe benefits). The Grantee must provide the additional proof within thirty (30) days of such request.
- e. **No Commingling of Funds.** The accounting systems for all Grantees must ensure that these funds are not commingled with funds from other agencies. Funds from each agency must be accounted for separately. Grantees are prohibited from commingling funds on either a program-by-program or a project-by-project basis. Funds specifically budgeted and/or received for one project may not be used to support another project. Where a Grantee's, or subrecipient's, accounting system cannot comply with this requirement, Grantee, or subrecipient, shall establish a system to provide adequate fund accountability for each project it has been awarded.
  - i. If Department finds that these funds have been commingled, Department shall have the right to demand a refund, either in whole or in part, of the funds provided to Grantee under this Agreement for non-compliance with the material terms of this Agreement. The Grantee, upon such written notification from Department shall refund, and shall forthwith pay to Department, the amount of money demanded by Department. Interest on any refund shall be calculated based on the prevailing rate used by the State Board of Administration. Interest shall be calculated from the date(s) the

original payment(s) are received from Department by Grantee to the date repayment is made by Grantee to Department.

- ii. In the event that the Grantee recovers costs, incurred under this Agreement and reimbursed by Department, from another source(s), Grantee shall reimburse Department for all recovered funds originally provided under this Agreement and interest shall be charged for those recovered costs as calculated on from the date(s) the payment(s) are recovered by Grantee to the date repayment is made to Department.
- iii. Notwithstanding the requirements of this section, the above restrictions on commingling funds do not apply to agreements where payments are made purely on a cost reimbursement basis.

**30. Conflict of Interest.**

The Grantee covenants that it presently has no interest and shall not acquire any interest which would conflict in any manner or degree with the performance of services required.

**31. Independent Contractor.**

The Grantee is an independent contractor and is not an employee or agent of Department.

**32. Subcontracting.**

- a. Unless otherwise specified in the Special Terms and Conditions, all services contracted for are to be performed solely by Grantee.
- b. The Department may, for cause, require the replacement of any Grantee employee, subcontractor, or agent. For cause, includes, but is not limited to, technical or training qualifications, quality of work, change in security status, or non-compliance with an applicable Department policy or other requirement.
- c. The Department may, for cause, deny access to Department's secure information or any facility by any Grantee employee, subcontractor, or agent.
- d. The Department's actions under paragraphs b. or c. shall not relieve Grantee of its obligation to perform all work in compliance with the Agreement. The Grantee shall be responsible for the payment of all monies due under any subcontract. The Department shall not be liable to any subcontractor for any expenses or liabilities incurred under any subcontract and Grantee shall be solely liable to the subcontractor for all expenses and liabilities incurred under any subcontract.
- e. The Department will not deny Grantee's employees, subcontractors, or agents access to meetings within the Department's facilities, unless the basis of Department's denial is safety or security considerations.
- f. The Department supports diversity in its procurement program and requests that all subcontracting opportunities afforded by this Agreement embrace diversity enthusiastically. The award of subcontracts should reflect the full diversity of the citizens of the State. A list of minority-owned firms that could be offered subcontracting opportunities may be obtained by contacting the Office of Supplier Diversity at (850) 487-0915.
- g. The Grantee shall not be liable for any excess costs for a failure to perform, if the failure to perform is caused by the default of a subcontractor at any tier, and if the cause of the default is completely beyond the control of both Grantee and the subcontractor(s), and without the fault or negligence of either, unless the subcontracted products or services were obtainable from other sources in sufficient time for Grantee to meet the required delivery schedule.

**33. Guarantee of Parent Company.**

If Grantee is a subsidiary of another corporation or other business entity, Grantee asserts that its parent company will guarantee all of the obligations of Grantee for purposes of fulfilling the obligations of Agreement. In the event Grantee is sold during the period the Agreement is in effect, Grantee agrees that it will be a requirement of sale that the new parent company guarantee all of the obligations of Grantee.

**34. Survival.**

The respective obligations of the parties, which by their nature would continue beyond the termination or expiration of this Agreement, including without limitation, the obligations regarding confidentiality, proprietary interests, and public records, shall survive termination, cancellation, or expiration of this Agreement.

**35. Third Parties.**

The Department shall not be deemed to assume any liability for the acts, failures to act or negligence of Grantee, its agents, servants, and employees, nor shall Grantee disclaim its own negligence to Department or any third party. This Agreement does not and is not intended to confer any rights or remedies upon any person other than the parties. If Department consents to a subcontract, Grantee will specifically disclose that this Agreement does not create any third-party rights. Further, no third parties shall rely upon any of the rights and obligations created under this Agreement.

**36. Severability.**

If a court of competent jurisdiction deems any term or condition herein void or unenforceable, the other provisions are severable to that void provision, and shall remain in full force and effect.



**37. Grantee's Employees, Subcontractors and Agents.**

All Grantee employees, subcontractors, or agents performing work under the Agreement shall be properly trained technicians who meet or exceed any specified training qualifications. Upon request, Grantee shall furnish a copy of technical certification or other proof of qualification. All employees, subcontractors, or agents performing work under Agreement must comply with all security and administrative requirements of Department and shall comply with all controlling laws and regulations relevant to the services they are providing under the Agreement.

**38. Assignment.**

The Grantee shall not sell, assign, or transfer any of its rights, duties, or obligations under the Agreement, or under any purchase order issued pursuant to the Agreement, without the prior written consent of Department. In the event of any assignment, Grantee remains secondarily liable for performance of the Agreement, unless Department expressly waives such secondary liability. The Department may assign the Agreement with prior written notice to Grantee of its intent to do so.

**39. Compensation Report.**

If this Agreement is a sole-source, public-private agreement or if the Grantee, through this agreement with the State, annually receive 50% or more of their budget from the State or from a combination of State and Federal funds, the Grantee shall provide an annual report, including the most recent IRS Form 990, detailing the total compensation for the entities' executive leadership teams. Total compensation shall include salary, bonuses, cashed-in leave, cash equivalents, severance pay, retirement benefits, deferred compensation, real-property gifts, and any other payout. The Grantee must also inform the Department of any changes in total executive compensation between the annual reports. All compensation reports must indicate what percent of compensation comes directly from the State or Federal allocations to the Grantee.

**40. Execution in Counterparts and Authority to Sign.**

This Agreement, any amendments, and/or change orders related to the Agreement, may be executed in counterparts, each of which shall be an original and all of which shall constitute the same instrument. In accordance with the Electronic Signature Act of 1996, electronic signatures, including facsimile transmissions, may be used and shall have the same force and effect as a written signature. Each person signing this Agreement warrants that he or she is duly authorized to do so and to bind the respective party to the Agreement.

**STATE OF FLORIDA  
DEPARTMENT OF ENVIRONMENTAL PROTECTION  
Special Terms and Conditions  
AGREEMENT NO. 24SRP21**

**ATTACHMENT 2**

These Special Terms and Conditions shall be read together with general terms outlined in the Standard Terms and Conditions, Attachment 1. Where in conflict, these more specific terms shall apply.

**1. Scope of Work.**

The Project funded under this Agreement is City of Lake Worth Beach 10th and 13th Avenues North Stormwater Improvements. The Project is defined in more detail in Attachment 3, Grant Work Plan.

**2. Duration.**

- a. Reimbursement Period. The reimbursement period for this Agreement is the same as the term of the Agreement.
- b. Extensions. There are extensions available for this Project.
- c. Service Periods. Additional service periods may be added in accordance with 2.a above and are contingent upon proper and satisfactory technical and administrative performance by the Grantee and the availability of funding.

**3. Payment Provisions.**

- a. Compensation. This is a cost reimbursement Agreement. The Grantee shall be compensated under this Agreement as described in Attachment 3.
- b. Invoicing. Invoicing will occur as indicated in Attachment 3.
- c. Advance Pay. Advance Pay is not authorized under this Agreement.

**4. Cost Eligible for Reimbursement or Matching Requirements.**

Reimbursement for costs or availability for costs to meet matching requirements shall be limited to the following budget categories, as defined in the Reference Guide for State Expenditures, as indicated:

<u>Reimbursement</u>	<u>Match</u>	<u>Category</u>
<input type="checkbox"/>	<input type="checkbox"/>	Salaries/Wages
		Overhead/Indirect/General and Administrative Costs:
<input type="checkbox"/>	<input type="checkbox"/>	a. Fringe Benefits, N/A.
<input type="checkbox"/>	<input type="checkbox"/>	b. Indirect Costs, N/A.
<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	Contractual (Subcontractors)
<input type="checkbox"/>	<input type="checkbox"/>	Travel, in accordance with Section 112, F.S.
<input type="checkbox"/>	<input type="checkbox"/>	Equipment
<input type="checkbox"/>	<input type="checkbox"/>	Rental/Lease of Equipment
<input type="checkbox"/>	<input type="checkbox"/>	Miscellaneous/Other Expenses
<input type="checkbox"/>	<input type="checkbox"/>	Land Acquisition

**5. Equipment Purchase.**

No Equipment purchases shall be funded under this Agreement.

**6. Land Acquisition.**

There will be no Land Acquisitions funded under this Agreement.

**7. Match Requirements**

The Agreement requires at least a 50% match on the part of the Grantee. Therefore, the Grantee is responsible for providing \$352,500.00 through cash or third party in-kind towards the work funded under this Agreement.

The Grantee may claim allowable project expenditures made on July 1, 2021 or after for purposes of meeting its match requirement as identified above.

Each payment request submitted shall document all matching funds and/or match efforts (i.e., in-kind services) provided during the period covered by each request. The final payment will not be processed until the match requirement has been met.

If, upon completion of this Project, actual Project costs are less than the total estimated Project costs, and there are no pending payment requests, the Grantee's required match may be reduced proportionately, as long as at least a 50% match of the actual total cost of the Project is provided by the Grantee and the reduced amount satisfies statutory and program requirements.

## **8. Insurance Requirements**

Required Coverage. At all times during the Agreement the Grantee, at its sole expense, shall maintain insurance coverage of such types and with such terms and limits described below. The limits of coverage under each policy maintained by the Grantee shall not be interpreted as limiting the Grantee's liability and obligations under the Agreement. All insurance policies shall be through insurers licensed and authorized to issue policies in Florida, or alternatively, Grantee may provide coverage through a self-insurance program established and operating under the laws of Florida. Additional insurance requirements for this Agreement may be required elsewhere in this Agreement, however the minimum insurance requirements applicable to this Agreement are:

a. Commercial General Liability Insurance.

The Grantee shall provide adequate commercial general liability insurance coverage and hold such liability insurance at all times during the Agreement. The Department, its employees, and officers shall be named as an additional insured on any general liability policies. The minimum limits shall be \$250,000 for each occurrence and \$500,000 policy aggregate.

b. Commercial Automobile Insurance.

If the Grantee's duties include the use of a commercial vehicle, the Grantee shall maintain automobile liability, bodily injury, and property damage coverage. Insuring clauses for both bodily injury and property damage shall provide coverage on an occurrence basis. The Department, its employees, and officers shall be named as an additional insured on any automobile insurance policy. The minimum limits shall be as follows:

\$200,000/300,000	Automobile Liability for Company-Owned Vehicles, if applicable
\$200,000/300,000	Hired and Non-owned Automobile Liability Coverage

c. Workers' Compensation and Employer's Liability Coverage.

The Grantee shall provide workers' compensation, in accordance with Chapter 440, F.S. and employer liability coverage with minimum limits of \$100,000 per accident, \$100,000 per person, and \$500,000 policy aggregate. Such policies shall cover all employees engaged in any work under the Grant.

d. Other Insurance. None.

## **9. Quality Assurance Requirements.**

There are no special Quality Assurance requirements under this Agreement.

## **10. Retainage.**

Retainage is permitted under this Agreement. Retainage may be up to a maximum of 5% of the total amount of the Agreement.

## **11. Subcontracting.**

The Grantee may subcontract work under this Agreement without the prior written consent of the Department's Grant Manager except for certain fixed-price subcontracts pursuant to this Agreement, which require prior approval. The Grantee shall submit a copy of the executed subcontract to the Department prior to submitting any invoices for subcontracted work. Regardless of any subcontract, the Grantee is ultimately responsible for all work to be performed under this Agreement.

## **12. State-owned Land.**

The work will not be performed on State-owned land.

## **13. Office of Policy and Budget Reporting.**

There are no special Office of Policy and Budget reporting requirements for this Agreement.

**14. Common Carrier.**

- a. Applicable to contracts with a common carrier – firm/person/corporation that as a regular business transports people or commodities from place to place. If applicable, Contractor must also fill out and return PUR 1808 before contract execution. If Contractor is a common carrier pursuant to section 908.111(1)(a), Florida Statutes, the Department will terminate this contract immediately if Contractor is found to be in violation of the law or the attestation in PUR 1808.
  
- b. Applicable to solicitations for a common carrier – Before contract execution, the winning Contractor(s) must fill out and return PUR 1808, and attest that it is not willfully providing any service in furtherance of transporting a person into this state knowing that the person unlawfully present in the United States according to the terms of the federal Immigration and Nationality Act, 8 U.S.C. ss. 1101 et seq. The Department will terminate a contract immediately if Contractor is found to be in violation of the law or the attestation in PUR 1808.

**15. Additional Terms.**

Documentary Evidence Requirement for Subcontractor(s). If any work associated with this Agreement is completed by a subcontractor(s), the Grantee shall require that such subcontractor(s) submit documentary evidence (e.g., workshop agendas; meeting recordings) to Grantee demonstrating that the subcontractor(s) has fully performed its Project obligation(s). The Grantee shall forward copies of all such documentary evidence to the Department with the Grantee's relevant deliverable(s), using the approved Project Timeline set forth in Attachment 3 to this Agreement (Grant Work Plan).

**STATE OF FLORIDA  
DEPARTMENT OF ENVIRONMENTAL PROTECTION  
GRANT WORK PLAN  
AGREEMENT NO. 24SRP21**

**ATTACHMENT 3**

**PROJECT TITLE:** City of Lake Worth Beach 10<sup>th</sup> and 13<sup>th</sup> Avenues North Stormwater Improvements

**PROJECT LOCATION:** The Project is located in the City of Lake Worth within Palm Beach County, Florida.

**PROJECT DESCRIPTION:**

The City of Lake Worth (Grantee) will conduct the City of Lake Worth 10<sup>th</sup> and 13<sup>th</sup> Avenues North Stormwater Improvements (Project). The Project consists of stormwater upgrades that include the installation of backflow prevention devices on the three existing outfalls to the Indian River Lagoon. The stormwater pipes will also be lined or replaced, as necessary, to curb the existing sediment discharge through the joints. The stormwater system upgrades will also include restoration of the living shoreline surrounding these outfalls, to protect this area and encourage nature-based stability through plant recruitment. The current lack of controls on the stormwater pipes leaves the upstream residential and commercial properties within the Northeast Lucerne Historic Preservation District and Parrot Cove neighborhood vulnerable to tidal flooding, which is expected to be a greater concern as sea levels rise.

**TASKS AND DELIVERABLES:**

**Task 1: Sea Level Impact Projection (SLIP) Study Report**

**Description:** The Grantee will submit a SLIP study report, if applicable, pursuant to the relevant Florida Statute (F.S.; s. 161.551, F.S., before July 1, 2024, and s. 380.0937, F.S., thereafter) and Chapter 62S-7, Florida Administrative Code (F.A.C.). The SLIP study report must be submitted to the Department, approved, and published for at least 30 days before construction begins. This will inform the project owner about the potential effects of sea level rise and coastal flooding on the structure so they can use this information in project planning and adaptation. Visit the SLIP tool website ([Florida SLIP Tool](#)) for more information.

**Deliverables:** The Grantee will submit:

- **1.1:** Published SLIP Study Report and the confirmation email stating the report was published on the Department's website for no less than thirty (30) days before construction commences. **This is a no cost deliverable.**

**Task 2: Design and Permitting**

**Description:** The Grantee will acquire professional services for the engineering and design of the 10<sup>th</sup> and 13<sup>th</sup> Avenues North stormwater improvements, as described above, and obtain all necessary permits for construction of the Project. Design and permitting activities may include coastal or civil engineering analyses, preparation of plans and specifications, physical and environmental surveys, cultural resource surveys, design-level geotechnical services, environmental analyses, orthophotography, plan formulations and other necessary studies for obtaining environmental permits, and other Project-related authorizations. The Grantee will submit all work products to the appropriate local, state, and federal regulatory agencies.

**Deliverables:** The Grantee will submit:

- **2.1:** All final design documents as signed by a Florida-registered Professional Engineer or other applicable Florida Licensed Professional in responsible charge of the design; and
- **2.2:** A copy of final permit documents from all applicable local, state, and federal regulatory agencies.

### **Task 3: Construction**

**Description:** The Grantee will construct the 10<sup>th</sup> and 13<sup>th</sup> Avenues North stormwater improvements, as described above, in accordance with the construction contract documents. Project costs associated with the Construction task include work approved through construction bids and/or construction-phase engineering and monitoring services contracts. Eligible activities may include mobilization, demobilization, construction observation or inspection services, physical and environmental surveys, and mitigation projects. Construction shall be conducted in accordance with all local, state, and federal permits.

**Deliverables:** The Grantee will submit:

- **3.1:** List of permit type, number, and issuing entity for all local, state, and federal permits required for the Project;
- **3.2:** A copy of the final design and record (as-built) drawings;
- **3.3:** A Certificate of Completion signed by a Florida-registered Professional Engineer; and
- **3.4:** Coordinate final site visit with Department and submit the Closeout Site Visit Form received from assigned Field Agent.

**PERFORMANCE MEASURES:** The Grantee will submit all deliverables for each task to the Department's Grant Manager on or before the Task Due Date listed in the Project Timeline. The Department's Grant Manager will review the deliverable(s) to verify that they meet the specifications in the Grant Work Plan and the task description, to include any work being performed by any subcontractor(s), and will provide written acceptance or denial of the deliverable(s) to the Grantee within thirty (30) calendar days. Tasks may include multiple deliverables to be completed. The Department will accept partial and full deliverables. Incomplete deliverables will not be accepted. A "partial deliverable" is defined as a deliverable consisting of one (1) or more (but not all) subcomponents listed in the deliverable list for a single task, where such subcomponent(s) are delivered to the Department at one hundred percent (100%) completion. A "full deliverable" is defined as a deliverable comprising all subcomponents listed in the deliverable list for a single task, all delivered to the Department at one hundred percent (100%) completion. An "incomplete deliverable" is defined as a deliverable for which one hundred percent (100%) completion has not been achieved for any of the subcomponents listed in the deliverable list for a single task. A task is considered one hundred percent (100%) complete upon the Department's receipt and approval of all deliverable(s) listed within the task and the Department's approval provided by the Deliverable Acceptance Letter.

**CONSEQUENCES FOR NON-PERFORMANCE:** For each task deliverable not received by the Department at one hundred percent (100%) completion and by the specified due date listed in the Agreement's most recent Project Timeline, the Department will reduce the relevant Task Funding Amount(s) paid to Grantee in proportion to the percentage of the deliverable(s) not fully completed and/or submitted to the Department in a timely manner.

**PAYMENT REQUEST SCHEDULE:** Following the Grantee's full or partial completion of a task's deliverable(s) and acceptance by the Department's Grant Manager, the Grantee may submit a payment request for cost reimbursement using the Exhibit C, Payment Request Summary Form. All payment requests must be accompanied by the Deliverable Acceptance Letter; the Exhibit A, Progress Report Form,

detailing all progress made in the invoice period; and supporting fiscal documentation including match, if applicable. Interim payments will not be accepted. Upon the Department’s receipt of the aforementioned documents and supporting fiscal documentation, the Department’s Grant Manager will have ten (10) working days to review and approve or deny the payment request.

**PROJECT TIMELINE AND BUDGET DETAIL:** The tasks must be completed by, and all deliverables received by, the corresponding task due date listed in the table below. Cost-reimbursable grant funding must not exceed the budget amounts indicated below. Requests for any change(s) must be submitted prior to the current task due date listed in the Project Timeline. Requests are to be sent via email to the Department’s Grant Manager, with the details of the request and the reason for the request made clear.

<b>Task No.</b>	<b>Task Title</b>	<b>Budget Category</b>	<b>DEP Amount</b>	<b>Match Amount</b>	<b>Total Amount</b>	<b>Task Start Date</b>	<b>Task Due Date</b>
1	Sea Level Impact Projection (SLIP) Study Report	No-Cost Deliverable	\$0	\$0	\$0	7/1/2023	30 Days before commencing Construction
2	Design and Permitting	Contractual Services	\$62,500	\$62,500	\$125,000	7/1/2023	6/30/2024
3	Construction	Contractual Services	\$290,000	\$290,000	\$580,000	7/1/2023	3/31/2026
<b>Total:</b>			<b>\$352,500</b>	<b>\$352,500</b>	<b>\$705,000</b>		

**STATE OF FLORIDA  
DEPARTMENT OF ENVIRONMENTAL PROTECTION  
Public Records Requirements**

**Attachment 4**

**1. Public Records.**

- a. If the Agreement exceeds \$35,000.00, and if Grantee is acting on behalf of Department in its performance of services under the Agreement, Grantee must allow public access to all documents, papers, letters, or other material, regardless of the physical form, characteristics, or means of transmission, made or received by Grantee in conjunction with the Agreement (Public Records), unless the Public Records are exempt from section 24(a) of Article I of the Florida Constitution or section 119.07(1), F.S.
- b. The Department may unilaterally terminate the Agreement if Grantee refuses to allow public access to Public Records as required by law.

**2. Additional Public Records Duties of Section 119.0701, F.S., If Applicable.**

For the purposes of this paragraph, the term “contract” means the “Agreement.” If Grantee is a “contractor” as defined in section 119.0701(1)(a), F.S., the following provisions apply and the contractor shall:

- a. Keep and maintain Public Records required by Department to perform the service.
- b. Upon request, provide Department with a copy of requested Public Records or allow the Public Records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, F.S., or as otherwise provided by law.
- c. A contractor who fails to provide the Public Records to Department within a reasonable time may be subject to penalties under section 119.10, F.S.
- d. Ensure that Public Records that are exempt or confidential and exempt from Public Records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the contractor does not transfer the Public Records to Department.
- e. Upon completion of the contract, transfer, at no cost, to Department all Public Records in possession of the contractor or keep and maintain Public Records required by Department to perform the service. If the contractor transfers all Public Records to Department upon completion of the contract, the contractor shall destroy any duplicate Public Records that are exempt or confidential and exempt from Public Records disclosure requirements. If the contractor keeps and maintains Public Records upon completion of the contract, the contractor shall meet all applicable requirements for retaining Public Records. All Public Records stored electronically must be provided to Department, upon request from Department’s custodian of Public Records, in a format specified by Department as compatible with the information technology systems of Department. These formatting requirements are satisfied by using the data formats as authorized in the contract or Microsoft Word, Outlook, Adobe, or Excel, and any software formats the contractor is authorized to access.

**f. IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, F.S., TO THE CONTRACTOR’S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THE CONTRACT, CONTACT THE DEPARTMENT’S CUSTODIAN OF PUBLIC RECORDS AT:**

**Telephone:** (850) 245-2118  
**Email:** [public.services@floridadep.gov](mailto:public.services@floridadep.gov)  
**Mailing Address:** Department of Environmental Protection  
**ATTN: Office of Ombudsman and Public Services**  
**Public Records Request**  
**3900 Commonwealth Boulevard, MS 49**  
**Tallahassee, Florida 32399**



**STATE OF FLORIDA**  
**DEPARTMENT OF ENVIRONMENTAL PROTECTION**  
**Special Audit Requirements**  
**(State and Federal Financial Assistance)**

**Attachment 5**

The administration of resources awarded by the Department of Environmental Protection (*which may be referred to as the "Department", "DEP", "FDEP" or "Grantor", or other name in the agreement*) to the recipient (*which may be referred to as the "Recipient", "Grantee" or other name in the agreement*) may be subject to audits and/or monitoring by the Department of Environmental Protection, as described in this attachment.

**MONITORING**

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

**AUDITS**

**PART I: FEDERALLY FUNDED**

This part is applicable if the recipient is a State or local government or a non-profit organization as defined in 2 CFR §200.330

1. A recipient that expends \$750,000 or more in Federal awards in its fiscal year, must have a single or program-specific audit conducted in accordance with the provisions of 2 CFR Part 200, Subpart F. EXHIBIT 1 to this Attachment indicates Federal funds awarded through the Department of Environmental Protection by this Agreement. In determining the federal awards expended in its fiscal year, the recipient shall consider all sources of federal awards, including federal resources received from the Department of Environmental Protection. The determination of amounts of federal awards expended should be in accordance with the guidelines established in 2 CFR 200.502-503. An audit of the recipient conducted by the Auditor General in accordance with the provisions of 2 CFR Part 200.514 will meet the requirements of this part.
2. For the audit requirements addressed in Part I, paragraph 1, the recipient shall fulfill the requirements relative to auditee responsibilities as provided in 2 CFR 200.508-512.
3. A recipient that expends less than \$750,000 in federal awards in its fiscal year is not required to have an audit conducted in accordance with the provisions of 2 CFR Part 200, Subpart F-Audit Requirements. If the recipient expends less than \$750,000 in federal awards in its fiscal year and elects to have an audit conducted in accordance with the provisions of 2 CFR 200, Subpart F-Audit Requirements, the cost of the audit must be paid from non-federal resources (i.e., the cost of such an audit must be paid from recipient resources obtained from other federal entities).
4. The recipient may access information regarding the Catalog of Federal Domestic Assistance (CFDA) via the internet at <https://sam.gov/content/assistance-listings>.

## PART II: STATE FUNDED

This part is applicable if the recipient is a nonstate entity as defined by Section 215.97(2), Florida Statutes.

1. In the event that the recipient expends a total amount of state financial assistance equal to or in excess of \$750,000 in any fiscal year of such recipient (for fiscal years ending June 30, 2017, and thereafter), the recipient must have a State single or project-specific audit for such fiscal year in accordance with Section 215.97, F.S.; Rule Chapter 69I-5, F.A.C., State Financial Assistance; and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General. EXHIBIT 1 to this form lists the state financial assistance awarded through the Department of Environmental Protection by this agreement. In determining the state financial assistance expended in its fiscal year, the recipient shall consider all sources of state financial assistance, including state financial assistance received from the Department of Environmental Protection, other state agencies, and other nonstate entities. State financial assistance does not include federal direct or pass-through awards and resources received by a nonstate entity for Federal program matching requirements.
2. In connection with the audit requirements addressed in Part II, paragraph 1; the recipient shall ensure that the audit complies with the requirements of Section 215.97(8), Florida Statutes. This includes submission of a financial reporting package as defined by Section 215.97(2), Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General.
3. If the recipient expends less than \$750,000 in state financial assistance in its fiscal year (for fiscal year ending June 30, 2017, and thereafter), an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, is not required. In the event that the recipient expends less than \$750,000 in state financial assistance in its fiscal year, and elects to have an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, the cost of the audit must be paid from the non-state entity's resources (i.e., the cost of such an audit must be paid from the recipient's resources obtained from other than State entities).
4. For information regarding the Florida Catalog of State Financial Assistance (CSFA), a recipient should access the Florida Single Audit Act website located at <https://apps.fldfs.com/fsaa> for assistance. In addition to the above websites, the following websites may be accessed for information: Legislature's Website at <http://www.leg.state.fl.us/Welcome/index.cfm>, State of Florida's website at <http://www.myflorida.com/>, Department of Financial Services' Website at <http://www.fldfs.com/> and the Auditor General's Website at <http://www.myflorida.com/audgen/>.

## PART III: OTHER AUDIT REQUIREMENTS

*(NOTE: This part would be used to specify any additional audit requirements imposed by the State awarding entity that are solely a matter of that State awarding entity's policy (i.e., the audit is not required by Federal or State laws and is not in conflict with other Federal or State audit requirements). Pursuant to Section 215.97(8), Florida Statutes, State agencies may conduct or arrange for audits of State financial assistance that are in addition to audits conducted in accordance with Section 215.97, Florida Statutes. In such an event, the State awarding agency must arrange for funding the full cost of such additional audits.)*

## PART IV: REPORT SUBMISSION

1. Copies of reporting packages for audits conducted in accordance with 2 CFR Part 200, Subpart F-Audit Requirements, and required by PART I of this form shall be submitted, when required by 2 CFR 200.512, by or on behalf of the recipient directly to the Federal Audit Clearinghouse (FAC) as provided in 2 CFR 200.36 and 200.512
  - A. The Federal Audit Clearinghouse designated in 2 CFR §200.501(a) (the number of copies required by 2 CFR §200.501(a) should be submitted to the Federal Audit Clearinghouse), at the following address:

By Mail:

Federal Audit Clearinghouse  
Bureau of the Census  
1201 East 10th Street  
Jeffersonville, IN 47132

Submissions of the Single Audit reporting package for fiscal periods ending on or after January 1, 2008, must be submitted using the Federal Clearinghouse's Internet Data Entry System which can be found at <http://harvester.census.gov/facweb/>

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

A. The Department of Environmental Protection at one of the following addresses:

By Mail:

**Audit Director**

Florida Department of Environmental Protection  
Office of Inspector General, MS 40  
3900 Commonwealth Boulevard  
Tallahassee, Florida 32399-3000

Electronically:

[FDEPSingleAudit@dep.state.fl.us](mailto:FDEPSingleAudit@dep.state.fl.us)

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

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

The Auditor General's website (<http://flauditor.gov/>) provides instructions for filing an electronic copy of a financial reporting package.

3. Copies of reports or management letters required by PART III of this Attachment shall be submitted by or on behalf of the recipient directly to the Department of Environmental Protection at one of the following addresses:

By Mail:

**Audit Director**

Florida Department of Environmental Protection  
Office of Inspector General, MS 40  
3900 Commonwealth Boulevard  
Tallahassee, Florida 32399-3000

Electronically:

[FDEPSingleAudit@dep.state.fl.us](mailto:FDEPSingleAudit@dep.state.fl.us)

4. Any reports, management letters, or other information required to be submitted to the Department of Environmental Protection pursuant to this Agreement shall be submitted timely in accordance with 2 CFR 200.512, section 215.97, F.S., and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, as applicable.

**Attachment 5**

3 of 6

5. Recipients, when submitting financial reporting packages to the Department of Environmental Protection for audits done in accordance with 2 CFR 200, Subpart F-Audit Requirements, or Chapters 10.550 (local governmental entities) and 10.650 (non and for-profit organizations), Rules of the Auditor General, should indicate the date and the reporting package was delivered to the recipient correspondence accompanying the reporting package.

#### **PART V: RECORD RETENTION**

The recipient shall retain sufficient records demonstrating its compliance with the terms of the award and this Agreement for a period of **five (5)** years from the date the audit report is issued, and shall allow the Department of Environmental Protection, or its designee, Chief Financial Officer, or Auditor General access to such records upon request. The recipient shall ensure that audit working papers are made available to the Department of Environmental Protection, or its designee, Chief Financial Officer, or Auditor General upon request for a period of **three (3)** years from the date the audit report is issued, unless extended in writing by the Department of Environmental Protection.

**EXHIBIT – 1**

FUNDS AWARDED TO THE RECIPIENT PURSUANT TO THIS AGREEMENT CONSIST OF THE FOLLOWING:

*Note: If the resources awarded to the recipient represent more than one federal program, provide the same information shown below for each federal program and show total federal resources awarded*

<b>Federal Resources Awarded to the Recipient Pursuant to this Agreement Consist of the Following:</b>					
<b>Federal Program A</b>	Federal Agency	CFDA Number	CFDA Title	Funding Amount	State Appropriation Category
				\$	
<b>Federal Program B</b>	Federal Agency	CFDA Number	CFDA Title	Funding Amount	State Appropriation Category
				\$	

*Note: Of the resources awarded to the recipient represent more than one federal program, list applicable compliance requirements for each federal program in the same manner as shown below:*

<b>Federal Program A</b>	First Compliance requirement: i.e.: (what services of purposes resources must be used for)	
	Second Compliance requirement: i.e.:(eligibility requirement for recipients of the resources)	
	Etc.	
	Etc.	
<b>Federal Program B</b>	First Compliance requirement: i.e.: (what services of purposes resources must be used for)	
	Second Compliance requirement: i.e.: (eligibility requirement for recipients of the resources)	
	Etc.	
	Etc.	

*Note: If the resources awarded to the recipient for matching represent more than one federal program, provide the same information shown below for each federal program and show total state resources awarded for matching.*

<b>State Resources Awarded to the Recipient Pursuant to this Agreement Consist of the Following Matching Resources for Federal Programs:</b>					
<b>Federal Program A</b>	Federal Agency	CFDA	CFDA Title	Funding Amount	State Appropriation Category
<b>Federal Program B</b>	Federal Agency	CFDA	CFDA Title	Funding Amount	State Appropriation Category

*Note: If the resources awarded to the recipient represent more than one state project, provide the same information shown below for each state project and show total state financial assistance awarded that is subject to section 215.97, F.S.*

<b>State Resources Awarded to the Recipient Pursuant to this Agreement Consist of the Following Resources Subject to Section 215.97, F.S.:</b>						
<b>State Program A</b>	State Awarding Agency	State Fiscal Year <sup>1</sup>	CSFA Number	CSFA Title or Funding Source Description	Funding Amount	State Appropriation Category
<b>Original Agreement</b>	Florida Department of Environmental Protection	FY 23.24	37.098	Resilient Florida Programs	\$352,500.00	140065
<b>State Program B</b>	State Awarding Agency	State Fiscal Year <sup>2</sup>	CSFA Number	CSFA Title or Funding Source Description	Funding Amount	State Appropriation Category

<b>Total Award</b>	<b>\$352,500.00</b>	
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*Note: List applicable compliance requirement in the same manner as illustrated above for federal resources. For matching resources provided by the Department for DEP for federal programs, the requirements might be similar to the requirements for the applicable federal programs. Also, to the extent that different requirements pertain to different amount for the non-federal resources, there may be more than one grouping (i.e. 1, 2, 3, etc.) listed under this category.*

For each program identified above, the recipient shall comply with the program requirements described in the Catalog of Federal Domestic Assistance (CFDA) [<https://sam.gov/content/assistance-listings>] and/or the Florida Catalog of State Financial Assistance (CSFA) [<https://apps.fldfs.com/fsaa/searchCatalog.aspx>], and State Projects Compliance Supplement (Part Four: State Projects Compliance Supplement [[https://apps.fldfs.com/fsaa/state\\_project\\_compliance.aspx](https://apps.fldfs.com/fsaa/state_project_compliance.aspx)]). The services/purposes for which the funds are to be used are included in the Agreement’s Grant Work Plan. Any match required by the Recipient is clearly indicated in the Agreement.

<sup>1</sup> Subject to change by Change Order.

<sup>2</sup> Subject to change by Change Order.

**STATE OF FLORIDA  
DEPARTMENT OF ENVIRONMENTAL PROTECTION  
PROGRAM-SPECIFIC REQUIREMENTS  
RESILIENT FLORIDA PROGRAM**

**ATTACHMENT 6**

1. Sea Level Impact Projection Study Requirement. If the project is within the designated area, pursuant to Section 161.551, F.S. and Chapter 62S-7, *Florida Administrative Code*, the Grantee is responsible for performing a Sea Level Impact Projection (SLIP) study and submitting the resulting report to the Department. The SLIP study report must be received by the Department, approved by the Department, and be published on the Department's website for at least thirty (30) days before construction can commence. This rule went into effect July 1, 2021, and applies to certain state-funded construction projects located in the coastal building zone as defined in the rule.
2. Permits. The Grantee acknowledges that receipt of this grant does not imply nor guarantee that a federal, state, or local permit will be issued for a particular activity. The Grantee agrees to ensure that all necessary permits are obtained prior to implementation of any grant-funded activity that may fall under applicable federal, state, or local laws. Further, the Grantee shall abide by all terms and conditions of each applicable permit for any grant-funded activity. Upon request, the Grantee must provide a copy of all acquired and approved permits for the project.
3. Attachment 3, Grant Work Plan, Performance Measures. All deliverables and reports submitted to the Department should be submitted electronically and must be compliant with the Americans with Disabilities Act, also known as "508 Compliant," in all formats provided.
4. Copyright, Patent and Trademark. The Department reserves a royalty-free, nonexclusive, and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use, for state government purposes:
  - a. The copyright in any work developed under this Agreement; and
  - b. Any rights or copyright to which the Grantee or subcontractor purchases ownership with grant support.
5. Grant funds may not be used to support ongoing efforts to comply with legal requirements, including permit conditions, mitigation, and settlement agreements.
6. Funding Source. With the exception of audiovisuals not intended for presentation to the general public that are produced either as research instruments or for documenting experimentation or findings (unless otherwise required under the special terms of this Agreement), Grantee agrees to include the Department's logo (which can be found on the Department's website at: <https://floridadep.gov> or by contacting the Grant Manager for a copy) on all publications, printed reports, maps, audiovisuals (including videos, slides, and websites), and similar materials, as well as the following language:

"This work was funded in part through a grant agreement from the Florida Department of Environmental Protection's Office of Resilience and Coastal Protection Resilient Florida Program. The views, statements, findings, conclusions, and recommendations expressed herein are those of the author(s) and do not necessarily reflect the views of the State of Florida or any of its subagencies."

The next printed line must identify the month and year of the publication.

7. Final Project Report. The Grantee must submit Exhibit F, Final Project Report Form, prior to requesting final payment. The Final Project Report may be submitted in lieu of the final quarterly status report, only in instances where the next quarterly report falls after the project's completion date.

8. Project Photos. The Grantee must submit Exhibit G, Photo Release Form, with the first submission of deliverables and reports (Exhibit A and F) that include photos.
9. Contractual Services. For all grant agreements that include Contractual Services as an expenditure category, the Grantee must submit Exhibit H, Contractual Services Certification, and all required supporting documentation for all contractors conducting work under the grant agreement, prior to requesting payment that includes contractual services.
10. Vulnerability Assessments. For all Planning grant agreements (Resilient Florida Grant Program and Regional Resilience Entities), the Grantee must submit Exhibit I, Vulnerability Assessment Compliance Checklist Certification, with the final grant deliverable(s).
11. Geographic Information System (GIS) files and associated metadata. All GIS files and associated metadata must adhere to the Resilient Florida Program's GIS Data Standards (found on the Resilient Florida Program website: <https://floridadep.gov/rcp/resilient-florida-program/documents/resilient-florida-program-gis-data-standards>), and raw data sources shall be defined within the associated metadata.
12. State and Local Fiscal Recovery Funds. For all grant agreements funded with the Coronavirus State and Local Fiscal Recovery Funds (SLFRF) under the American Rescue Plan Act, the Grantee must submit the SLFRF Reporting Requirements Form upon execution of the grant agreement.



**STATE OF FLORIDA  
DEPARTMENT OF ENVIRONMENTAL PROTECTION  
RESILIENT FLORIDA GRANT PROGRAM  
EXHIBIT A  
PROGRESS REPORT FORM**

The current **Exhibit A, Progress Report Form** for the Resilient Florida Program grant agreements can be found on the Department's website at the link below. Each payment request must be submitted on the current form. The Department will notify grantees of any substantial changes to Exhibit A that occur during the grant agreement period.

<https://floridadep.gov/Resilient-Florida-Program/Grants>

**STATE OF FLORIDA  
DEPARTMENT OF ENVIRONMENTAL PROTECTION  
RESILIENT FLORIDA GRANT PROGRAM  
EXHIBIT C  
PAYMENT REQUEST SUMMARY FORM**

The current **Exhibit C, Payment Request Summary Form** for the Resilient Florida Program grant agreements can be found on the Department's website at the link below. Each payment request must be submitted on the current form. The Department will notify grantees of any substantial changes to Exhibit C that occur during the grant agreement period.

<https://floridadep.gov/Resilient-Florida-Program/Grants>

**EXHIBIT F**

**DEP AGREEMENT NO. 24SRP21**

**CITY OF LAKE WORTH BEACH 10TH AND 13TH AVENUES NORTH STORMWATER  
IMPROVEMENTS**

**City of Lake Worth Beach**

**Final Project Report**



Insert Month & Year

This report is funded in part through a grant agreement from the Florida Department of Environmental Protection. The views, statements, findings, conclusions, and recommendations expressed herein are those of the author(s) and do not necessarily reflect the views of the State of Florida or any of its subagencies.

## **Part I. Executive Summary**

## **Part II. Methodology**

## **Part III. Outcome**

*Include the following: 1) evaluation of project's ability to meet goals and expected performance measures and provide explanation for why goals were not met, if applicable; 2) identify successful outcomes, areas for improvement, and quantifiable metrics (including the assigned metric in Exhibit A, if applicable) as a result of the project; and 3) final project photos, if an implementation construction project.*

## **Part IV. Further Recommendations**

### **Instructions for completing Exhibit F Final Project Report Form:**

DEP AGREEMENT NO.: This is the number on your grant agreement.

GRANTEE NAME: Enter the name of the grantee's agency.

PROJECT TITLE: Enter the title shown on the first page of the grant agreement.

MONTH & YEAR: Enter month and year of publication

The final Project Report must contain the following sections: Executive Summary, Methodology, Outcome, and Further Recommendations. The Final Project Report must comply with the publication requirements in the grant agreement. Please limit the final project report to no more than five (5) pages. One electronic copy shall be submitted to the Department's Grant Manager for approval. Final payment will be held until receipt and approval of the Final Project Report.

Questions regarding completion of the Final Project Report should be directed to the Department's Grant Manager, identified in paragraph 18 of this agreement.



**Florida Department of Environmental Protection**

**EXHIBIT G**

**PHOTOGRAPHER RELEASE FORM  
FOR PHOTOGRAPHS, VIDEOS, AUDIO RECORDINGS AND ARTWORKS**

**DEP AGREEMENT NO: 24SRP21**

**RELEASE FORM FOR PHOTOGRAPHS, VIDEOS, AUDIO RECORDINGS AND ARTWORKS**

**Owner/Submitter's Name:** \_\_\_\_\_

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

**City:** \_\_\_\_\_ **State:** \_\_\_\_\_ **Zip:** \_\_\_\_\_

**Phone Number:** (     ) \_\_\_\_\_ **Email:** \_\_\_\_\_

**License and Indemnification**

I certify that I am the owner of the photograph(s), video(s), audio recording(s) and/or artwork(s) being submitted and am eighteen (18) years of age or older.

I hereby grant to the Florida Department of Environmental Protection the royalty-free and non-exclusive right to distribute, publish and use the photograph(s), video(s), audio recording(s) and art work(s) submitted herewith (the "Work") to promote the Florida Department of Environmental Protection. Uses may include, but are not limited to:

1. Promotion of FDEP (including, but limited to publications, websites, social media venues, advertisements, etc.); and
2. Distribution to the media; and
3. Use in commercial products.

The Florida Department of Environmental Protection reserves the right to use/not use any Work as deemed appropriate by the Florida Department of Environmental Protection. No Work will be returned once submitted.

I hereby acknowledge that the Florida Department of Environmental Protection shall bear no responsibility whatsoever for protecting the Work against third-party infringement of my copyright interest or other intellectual property rights or other rights I may hold in such Work, and in no way shall be responsible for any losses I may suffer as a result of any such infringement; and I hereby represent and warrant that the Work does not infringe the rights of any other individual or entity.

I hereby unconditionally release, hold harmless and indemnify the Florida Department of Environmental Protection, its employees, volunteers, and representatives of and from all claims, liabilities and losses arising out of or in connection with the Florida Department of Environmental Protection's use of the Work. This release and indemnification shall be binding upon me, and my heirs, executors, administrators and assigns.

**I have read and understand the terms of this release.**

**Owner signature:** \_\_\_\_\_ **Date:** \_\_\_\_\_

**Photo/video/audio/artwork/recording file name(s):** \_\_\_\_\_

**Location of photo/video/audio recording/artwork:** \_\_\_\_\_

**Name of person accepting Work submission** \_\_\_\_\_

**STATE OF FLORIDA  
DEPARTMENT OF ENVIRONMENTAL PROTECTION  
RESILIENT FLORIDA GRANT PROGRAM  
CONTRACTUAL SERVICES CERTIFICATION**

**Exhibit H**

*Required for all grant agreements that include Contractual Services as an expenditure category.*

DEP Agreement Number: **24SRP21**

Project Title: City of Lake Worth Beach 10th and 13th Avenues North Stormwater Improvements

Grantee: **City of Lake Worth Beach**

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Prior to making a request for payment of contractual services, the Grantee must provide the following to the Department Grant Manager then responsible for the Grantee's Resilient Florida Grant Program grant agreement:

1. Documentation of the Grantee's procurement process, as consistent with Attachment 1, Paragraph 9(c) and Attachment 2, Paragraph 11;
2. A list of all subcontractor quote and/or bid amounts (as applicable), including the company name and address for each subcontractor;
3. An explanation of how and why the Grantee made their determination(s) for the subcontractor(s) selected to perform certain task(s) under the Grantee's relevant grant agreement; and
4. This Exhibit H, signed and dated by the Grantee's own (non-Departmental) grant manager.

---

By signing below, I certify that, on behalf of the Grantee, I have provided all the information required by items 1. through 3. of this exhibit, as stated above, to the Department Grant Manager currently responsible for the Grantee's Resilient Florida Grant Program grant agreement. I also certify that the procurement process the Grantee utilized follows all of said Grantee's non-Departmental policies and procedures for subcontractors.

---

Grantee's Grant Manager Signature

---

Print Name

---

Date

# STAFF REPORT REGULAR MEETING

**AGENDA DATE:** January 16, 2024

**DEPARTMENT:** Leisure Services

**TITLE:**

Community Development Block Grant Project Agreement Amendment 002 for Memorial Park Improvements Phase II

**SUMMARY:**

Palm Beach County entered into Agreement R2022-1210, as amended, with the City to provide \$306,691 in Community Development Block Grant (CDBG) funds for Phase II of the Memorial Park Improvements project. Amendment 002 to the CDBG Project Agreement modifies the performance benchmark date for completion of the improvements and submission of 100% of reimbursement request of CDBG funds specified in the Agreement from December 31, 2023 to May 31, 2024.

**BACKGROUND AND JUSTIFICATION:**

Palm Beach County and the City entered into an Agreement R2022-1210, effective October 1, 2022, to provide \$306,691 in Community Development Block Grant (CDBG) funds for the Memorial Park Improvements Phase II Improvements project. This Agreement sets forth the terms and conditions for the use of this funding, including project performance requirements.

Amendment 001 to the CDBG Project Agreement R2023-0309 modified the performance benchmark date for the award of the construction contract for the improvements specified in the Agreement. As a result of delays experienced during the design phase, it was necessary to extend the original performance requirement date for the award of the construction contract from December 31, 2022 to March 31, 2023. This allowed sufficient time to develop the scope of work and conduct the procurement process for a qualified contractor to perform the improvements.

Amendment 002 to the CDBG Project Agreement modifies the performance benchmark date for completion of the improvements and submission of 100% reimbursement request by extending it from December 31, 2023 to May 31, 2024. This was necessitated as a result of delays experienced in the submission of product design specifications for review by the architect that resulted in numerous product substitutions that in turn had to undergo the approval process. In addition, the construction plans initially submitted by architect were incomplete and required several modifications in order to be approved by the City. These issues have caused delays in the implementation phases of the project.

This action will allow the City to remain in compliance with the terms and conditions of the Agreement. No additional funding will be required for the project.

**MOTION:**

Move to approve/disapprove Amendment 002 to the CDBG Project Agreement R2022-1210 and authorize the Mayor to execute three originals of Amendment 002 to the Agreement.

**ATTACHMENT(S):**

Fiscal Impact Analysis – N/A  
Amendment 002

**AMENDMENT 002 TO THE AGREEMENT**  
**WITH**  
**CITY OF LAKE WORTH BEACH**

**Amendment 002** with an effective date of December 28, 2023, by and between **Palm Beach County** and the **City of Lake Worth Beach**.

**WITNESSETH**

**WHEREAS**, Palm Beach County entered into an Agreement (R2022-1210) with the City of Lake Worth Beach, on October 1, 2022, as amended by Amendment 001 (R2023-0309) on December 19, 2022, to provide \$306,691 of Community Development Block Grant (CDBG) funds for the construction of Phase II improvements at Harold Grimes Memorial Park; and

**WHEREAS**, the City has requested to modify the project performance requirement to expend 100% of the CDBG funds, due to delays during the design and project implementation phases; and

**WHEREAS**, both parties desire to modify the original Agreement in accordance with the terms and conditions set forth herein.

**NOW, THEREFORE**, in consideration of the mutual covenants and agreements hereinafter set forth, and various other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

**A. INCORPORATION OF RECITALS**

The foregoing recitals are true and correct and incorporated herein by reference. Terms not defined herein shall have the same meaning as ascribed to them in the Agreement.

**B. The Agreement R2022-1210 shall be revised as follows:**

- a. Delete the date of December 31, 2023 and replace with **May 31, 2024** to Request 100% Reimbursement of CDBG funds from the County.
- b. This said performance date shall be revised under the following Sections of the Agreement:
  - i. **SECTION 6. MAXIMUM COMPENSATION**
  - ii. **SECTION 7. TIME OF PERFORMANCE**
  - iii. **EXHIBIT "A": SCOPE OF WORK - SECTION 1.G. PERFORMANCE REQUIREMENTS**

Except as modified by Amendment 001, and this Amendment 002, the Agreement remains unmodified and in full force and effect in accordance with the terms thereof. This Amendment 002 is expressly contingent upon the approval of the County and shall become effective only when signed by all parties.



**IN WITNESS WHEREOF**, the Subrecipient has hereunto set its hand this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ and caused this Amendment 002 to be executed.

(SUBRECIPIENT SEAL BELOW)

**CITY OF LAKE WORTH BEACH**

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

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

By: \_\_\_\_\_  
Attorney for Subrecipient (Optional)

**IN WITNESS WHEREOF**, the Board of County Commissioners of Palm Beach County, Florida has made and executed this Amendment 002 on behalf of the County.

**PALM BEACH COUNTY, FLORIDA, a  
Political Subdivision of the State of Florida  
For its BOARD OF COUNTY COMMISSIONERS**

By: \_\_\_\_\_  
Jonathan B. Brown, Director  
Dept. of Housing & Economic Development

**Approved as to Form and  
Legal Sufficiency**

**Approved as to Terms and Conditions  
Department of Housing & Economic Development**

By: \_\_\_\_\_  
Howard J. Falcon III  
Chief Assistant County Attorney

By: \_\_\_\_\_  
Sherry Howard  
Deputy Director

# STAFF REPORT REGULAR MEETING

**AGENDA DATE:** January 16, 2024

**DEPARTMENT:** City Attorney

**TITLE:**

Agreement for Legal Services with Goren, Cherof, Doody & Ezrol, P.A. for Foreclosure of City Code Enforcement Liens and other Legal Services

**SUMMARY:**

This Agreement for Legal Services provides for the City to foreclose outstanding code enforcement liens. Related legal services may also be provided under this Agreement, such as review of the forms used by Code Compliance to ensure foreclosures move quickly and smoothly once authorized.

**BACKGROUND AND JUSTIFICATION:**

The City previously entered into an Agreement for Legal Services with Goren, Cherof, Doody & Ezrol, P.A. in 2014 and again in 2017. The previous Agreements were also for foreclosure of City code enforcement liens and other legal services. The form of the Agreement has been updated to comply with current laws and the rate was increased from \$205 per hour to \$250 per hour for services provided on or after December 1, 2023.

**MOTION:**

Move to approve/disapprove the Agreement for Legal Services with Goren, Cherof, Doody & Ezrol, P.A. for foreclosure of City code enforcement liens and other legal services.

**ATTACHMENT(S):**

Fiscal Impact Analysis  
Agreement

**FISCAL IMPACT ANALYSIS**

Five Year Summary of Fiscal Impact:

<b>Fiscal Years</b>	<b>2024</b>	<b>2025</b>	<b>2026</b>	<b>2027</b>	<b>2028</b>
<b>Inflows/Revenues</b>					
Appropriated (Budgeted)	0	0	0	0	0
Program Income	0	0	0	0	0
Grants	0	0	0	0	0
In Kind	0	0	0	0	0
<b>Outflows/Expenditures</b>					
Appropriated (Budgeted)	\$20,000	0	0	0	0
Operating	0	0	0	0	0
Capital	0	0	0	0	0
<b>Net Fiscal Impact</b>					
<i>(If not budgeted)</i>	0	0	0	0	0
<b>No. of Addn'l Full-Time</b>					
<b>Employee Positions</b>	0	0	0	0	0

<b>Contract Award - Existing Appropriation (Budgeted)</b>	
	<b>Expenditure</b>
<b>Department</b>	Community Sustainability
<b>Division</b>	Code Enforcement
<b>GL Description</b>	Contractual Services
<b>GL Account Number</b>	001-2040-515-34-50
<b>Project Number</b>	
<b>Requested Funds</b>	N/A
<b>Remaining Balance</b>	\$15,000*Fiscal impact with be based on hours billed for the year
<b>Source of Revenue</b> (i.e. Paygo. Current Revenue, Bond Money, Grants, etc.)	

**CITY OF LAKE WORTH BEACH STANDARD  
AGREEMENT FOR LEGAL SERVICES**

This Standard Agreement (“Agreement”) is made as of the \_\_\_\_\_ day of \_\_\_\_\_, 2023, by and between the **City of Lake Worth Beach**, a Florida Municipal Corporation, whose mailing address is 7 North Dixie Highway, Lake Worth, Florida 33460 (“City”) and **Goren, Cherof, Doody & Ezrol, P.A.**, whose mailing address is 3099 East Commercial Boulevard, Suite 200, Fort Lauderdale, FL 33308 (“Firm”).

In consideration of the mutual promises contained in this Agreement, the City and Firm agree as follows:

**SECTION 1 – SCOPE OF SERVICES AND TERM**

1.1 The City engages the Firm to provide legal services as it relates to the foreclosure of identified City code enforcement liens and for other legal services as may arise from time to time. This is a non-exclusive Agreement and the City reserves the right to contract with individuals or firms to provide the same or similar services. Either the City or the Firm may terminate this Agreement at any time upon written notice to the other. Termination of this Agreement shall not affect any rights, obligations, and liabilities of the parties arising out of transactions which occurred prior to termination.

1.2 Notwithstanding the foregoing, the parties acknowledge and agree that the City is a political subdivision of the state of Florida, and as such, this Agreement is subject to budgeting and appropriation by the City of funds sufficient to pay the costs associated herewith in any fiscal year of the City. Notwithstanding anything in this Agreement to the contrary, in the event that no funds are appropriated or budgeted by the City in any fiscal year to pay the costs associated with the City’s obligations under this Agreement, or in the event the funds budgeted or appropriated are, or are estimated by the City to be, insufficient to pay the costs associated with the City’s obligations hereunder in any fiscal period and the City is not seeking the same or similar services from a competitor of Firm, then the City will notify Firm of such occurrence and either the City or Firm may terminate this Agreement by notifying the other in writing, which notice shall specify a date of termination no earlier than twenty-four (24) hours after giving of such notice. Termination in accordance with the preceding sentence shall be without penalty or expense to the City of any kind whatsoever.

**SECTION 2 – REMEDIES**

2.1 This Agreement shall be governed by the laws of the State of Florida. Any and all legal action necessary to enforce the Agreement will be held in Palm Beach County, Florida. 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.

**SECTION 3 – WAIVER OF JURY TRIAL AND ENFORCEMENT COSTS**

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

3.2 If any legal action or other proceeding is brought for the enforcement of the Agreement, or because of an alleged dispute, breach, default, or misrepresentation in connection with any provisions of the Agreement, the parties agree that each party shall be responsible for its own attorney’s fees.

**SECTION 4 - AUTHORITY TO PRACTICE**

4.1 The Firm hereby represents and warrants that it has and will continue to maintain all licenses and approvals required to conduct its business, and that it will at all times conduct its business activities in a

reputable manner and in accordance with applicable law. Proof of such licenses and approvals shall be submitted to the City upon request.

#### **SECTION 5 – SEVERABILITY**

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

#### **SECTION 6 - PUBLIC ENTITY CRIMES, DISCRIMINATION AND SCRUTINIZED COMPANIES**

6.1 As provided in Sections 287.132-133, Florida Statutes, as amended from time to time, by entering into the Agreement, Firm certifies that it, its affiliates, suppliers, subcontractors and any other contractors who will perform hereunder, have not been placed on the convicted vendor list maintained by the State of Florida Department of Management Services within the thirty-six (36) months immediately preceding the date hereof.

6.2 As provided in Sections 287.134, Florida Statutes, as amended from time to time, by entering into the Agreement, Firm certifies that it and its affiliates have not been placed on the discriminatory vendor list maintained by the State of Florida Department of Management Services within the thirty-six (36) months immediately preceding the date hereof.

6.3 Firm 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 Firm or any of its subcontractors are found to have submitted a false certification; or if the Firm 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.

6.4 If this Agreement is for one million dollars or more, the Firm 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 Firm, or any of its subcontractors are found to have submitted a false certification; or if the Firm 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.

#### **SECTION 7 - ENTIRETY OF CONTRACTUAL AGREEMENT**

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

#### **SECTION 8 – WAIVER**

8.1 Failure of either party to enforce or exercise any right(s) under the Agreement shall not be deemed a waiver of either party's right to enforce or exercise said right(s) at any time thereafter.

#### **SECTION 9 – COMPLIANCE**

9.1 Each of the parties agrees to perform its obligations under the Agreement in conformance with all laws, regulations and administrative instructions that relate to the parties' performance of the Agreement. In the event that either party becomes aware of a possible violation of law, regulation or administrative instruction that might affect the validity or legality of the services provided under the Agreement, such party shall immediately notify the other party and the parties shall agree on appropriate corrective action. In the event either party becomes aware that any investigation or proceeding has been initiated with respect to any of the services provided hereunder, such party shall immediately notify the other party.

#### **SECTION 10 – EFFECTIVENESS AND PALM BEACH COUNTY IG**

10.1 This Agreement shall not become effective until approved by the City Commission. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, and will become effective and binding upon the parties as of the effective date at such time as all the signatories hereto have signed a counterpart of this Agreement.

10.2 In accordance with Palm Beach County ordinance number 2011-009, this Agreement and the Agreement may be subject to investigation and/or audit by the Palm Beach County Inspector General. Firm should review Palm Beach County ordinance number 2011-009 in order to be aware of its rights and/or obligations under such ordinance and as applicable.

#### **SECTION 11 – INDEPENDENT CONTRACTOR**

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

#### **SECTION 12 – COMPENSATION AND INVOICING**

12.1 The City shall compensate the Firm on an hourly basis of \$250 per hour for legal services provided on or after December 1, 2023.

12.2 The Firm shall render monthly invoices to the City for services that have been rendered in conformity with this Agreement in the previous month. Invoices will normally be paid within thirty (30) days following the City's receipt of the Firm's invoice.

12.3 All invoices must be submitted to the Finance Department, 7 North Dixie Highway, Lake Worth Beach, FL 33460, on a monthly basis for review and approval prior to payment with a copy to the City Attorney, Glen J. Torcivia, 701 Northpoint Pkwy, Ste 209, West Palm Beach, FL 33407. Invoices should be itemized to specifically and concisely identify each task performed and should reflect the actual time spent on each task, using 1/10 of an hour increments. The City does not accept grouping of activities or "block billing." Each task must be billed separately, and each billing entry must be sufficiently descriptive so that it can be determined exactly what professional service was provided and the appropriateness of the related time charge can be assessed. Additionally, the personnel who perform each task must be specified together with their hourly rate. Any other type of billing or timekeeping, which allows compensation for time not actually spent by the Firm, is not permitted by the City.

12.4 The City will reimburse the Firm for any out-of-pocket expenses, including, but not limited to, filing fees, long-distance telephone charges, postage charges, courier fees, outside printing, photocopying, court reporting and transcription fees. Payment for some of these fees is outlined more specifically below.

- (a) In-house photocopying will be paid at the rate of ten cents (.10) per page. (It would be helpful if each invoice specified the number of copies for which reimbursement is sought).
- (b) The City will not pay for local facsimile transmissions.
- (c) Long distance telephone calls must state the number of calls, date, length of call, and per minute cost.
- (d) Any per diem, or meal expenses, which may be reimbursable, must be approved in advance (orally) and will be paid in accordance with the rates and conditions set forth in Section 112.061, Florida Statutes.
- (e) The City will pay for travel, including, but not limited to, attorney's time for such travel at half of the hourly rate plus reimbursement for parking costs and mileage at the current IRS rate.
- (f) For all disbursements, the City requires copies of paid receipts, invoices, or other documentation acceptable to the City of Lake Worth Finance Department. Such documentation must be sufficient to establish that the expense was actually incurred and necessary in the performance of legal services provided.
- (g) The City will not be responsible for the cost of any computerized legal research service that the Firm receives on a fixed or "flat fee" basis. For payment of computerized research on a "per minute" basis, the City requires copies of transaction reports indicating the total time for each research session, the charge per minute, and a brief description of the issues researched. Any extensive research project (research in excess of three hours whether said research is performed during one session or over several sessions or which is likely to exceed \$300) must be discussed with and approved in advance. Since assignments are made to firms which have been selected for their expertise in particular areas of law, the City will not pay for research that is routine in nature. The City will pay only for updating and Shepardizing existing research and/or fact specific research.

**SECTION 13 - INSURANCE**

13.1 The Firm shall maintain during the term of this Agreement all insurance coverage as required hereunder. Such insurance policy(s) shall be issued by the United States Treasury or insurance carriers approved and authorized to do business in the State of Florida, and who must have a rating of no less than "excellent" by A.M. Best or as mutually agreed upon by the City and the Firm.

<u><b>Type of Coverage</b></u>	<u><b>Amount of Coverage</b></u>
<b>Professional liability/ Errors and Omissions</b>	\$1,000,000 per occurrence
<b>Commercial General Liability Insurance</b>	\$1,000,000 per occurrence \$2,000,000 aggregate
<b>Automobile Liability (optional /per case basis)</b>	\$1,000,000 combined Single Limit
<b>Workers' Compensation</b>	Must be in accordance with State and Federal Laws (no minimum amount)
<b>Cyber Liability</b>	\$1,000,000 per occurrence or claim



\$2,000,000 aggregate

Proof of all insurance coverage shall be furnished to the City by way of an endorsement to same or certificate of insurance upon request by the City. The City shall be identified as an “Additional Insured” on general and auto liability. Failure to comply with the foregoing requirements shall not relieve Firm of its liability and obligations under this Agreement.

#### **SECTION 14 – PUBLIC RECORDS**

14.1 The Firm 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 Firm 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 Firm or keep and maintain public records required by the City to perform the service. If the Firm transfers all public records to the City upon completion of the Agreement, the Firm shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Firm keeps and maintains public records upon completion of the Agreement, the Firm 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 FIRM HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE FIRM'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS OR DESIGNEE AT (561) 586-1660, CITYCLERK@LAKEWORTHBEACHFL.GOV, or 7 North Dixie Highway, Lake Worth, FL 33460.**

#### **SECTION 15 – E-VERIFY**

15.1 Pursuant to Section 448.095(5), Florida Statutes, the Firm shall:

- (a) Register with and use the E-Verify system to verify the work authorization status of all newly hired employees pursuant to Section 448.095(2), Florida Statutes, and require all subcontractors do the same;

- (b) Secure an affidavit from all subcontractors stating that the subcontractor does not employ, contract with, or subcontract with an "unauthorized alien" as defined in Section 448.095(1)(f), 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(1), Florida Statutes (Unauthorized aliens; employment prohibited) shall be grounds for termination of this Agreement;
- (f) Be aware that a violation of Section 448.095(5) by a subcontractor, and not the Firm, shall be grounds for the City to order the Firm immediately terminate the contract with the subcontractor; and
- (g) Be aware that if the City terminates this Agreement under Section 448.095(5)(c), Florida Statutes, the Firm 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.

**IN WITNESS WHEREOF**, the parties hereto have caused this Standard Agreement for Legal Services to be executed as of the day and year set forth above.

**CITY OF LAKE WORTH BEACH**

ATTEST:

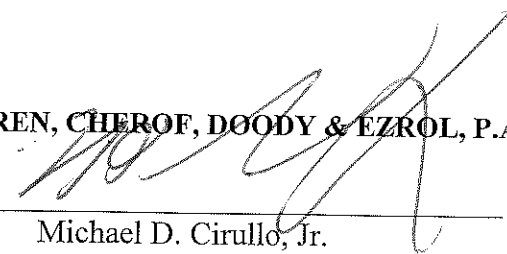
By: \_\_\_\_\_  
Melissa Coyne, City Clerk

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

APPROVED AS TO FORM AND  
LEGAL SUFFICIENCY

By: \_\_\_\_\_  
Glen J. Torcivia, City Attorney

**GOREN, CHEROF, DOODY & EZROL, P.A.,**

By:   
\_\_\_\_\_  
Michael D. Cirullo, Jr.  
City Attorney

# STAFF REPORT REGULAR MEETING

**AGENDA DATE:** January 16, 2024

**DEPARTMENT:** City Commission

**TITLE:**

Interlocal Agreement with the CRA for micro-transit services with Circuit Transit, Inc.

**SUMMARY:**

Agreement to consider Circuit Transit, Inc. to provide micro-transit services in partnership with the Community Redevelopment Authority (CRA)

**BACKGROUND AND JUSTIFICATION:**

The City of Lake Worth Beach and the CRA have been working together to provide mobility options to residents and visitors for navigating in the Downtown and its adjacent area. As a prototype project, Circuit Transit is proposing to provide such services. This partnership between the City and CRA creates a more efficient and cost effective approach. The CRA budgeted \$100K for the service inside of the CRA boundary. It is anticipated that the City would contribute at least \$100,000 for the service outside of the CRA boundary. Jason Bagley, Partner and Vice President of Strategic Growth at Circuit Transit, gave a presentation to the City Commission at the December 19, 2023 meeting.

The proposed service area map extends along Lake and Lucerne Avenues from I-95 between the Beach Complex and Federal Highway to A Street between 6<sup>th</sup> Avenue North and 6<sup>th</sup> Avenue South. The initial concept is to have visitors park at the Bohemian garage, or elsewhere, and get shuttled to the downtown area, the beach or Tri-Rail. Residents who live within the service area could be picked up at or near their door. As a prototype project ridership data would be collected, observe most visited areas, and more. This data will be used to apply for outside funding and possibly expand the service should the project prove to be successful.

The proposed service area is designed to keep the cost low and monitor ridership demand. Advertising on the cars from local businesses and charging a nominal fee could lower the City's financial responsibility. These fees would be reimbursed to the City along with the fees collected. In addition, any time during the first year, the service area can be changed, as well as any fees (should there be a charge for rides).

**MOTION:**

Motion to approve/disapprove the interlocal agreement between the City and the CRA for micro-transit services with Circuit Transit, Inc. and the use of ARPA funds in the amount of \$100,000 unrestricted from the Community Development project AP2410.

**ATTACHMENT(S):**

Fiscal Impact Analysis  
Interlocal Agreement  
City of Hollywood, FL Contract (Piggyback)  
Proposed Circuit Services Area Map  
Circuit Presentation

**FISCAL IMPACT ANALYSIS**

Five Year Summary of Fiscal Impact:

<b>Fiscal Years</b>	<b>2024</b>	<b>2025</b>	<b>2026</b>	<b>2027</b>	<b>2028</b>
Inflows/Revenues					
Appropriated (Budgeted)	0	0	0	0	0
Program Income	0	0	0	0	0
Grants	0	0	0	0	0
In Kind	0	0	0	0	0
Outflows/Expenditures					
Appropriated (Budgeted)	0	0	0	0	0
Operating	0	0	0	0	0
Capital	0	0	0	0	0
Net Fiscal Impact <i>(If not budgeted)</i>	\$100,000	0	0	0	0
No. of Addn'l Full-Time Employee Positions	0	0	0	0	0

New Appropriation (Not Budgeted) Fiscal Impact:		
	Revenue Source	Expenditure
Department	Capital/ARPA	ARPA
Division	Non-Departmental	Non-Departmental
GL Description	Other Uses-Contingency	Transfer to CRA
GL Account Number	301-9010-519-99-90	130-9010-581-9150
Project Number	AP2410	TBD
Requested Funds	\$100,0000	\$100,000
Remaining Balance	\$900,000	\$0

**INTERLOCAL AGREEMENT BETWEEN  
THE CITY OF LAKE WORTH BEACH AND THE  
LAKE WORTH BEACH COMMUNITY REDEVELOPMENT AGENCY  
FOR FUNDING OF MICRO-TRANSIT SERVICES**

**THIS INTERLOCAL AGREEMENT FOR FUNDING OF MICRO-TRANSIT SERVICES (“AGREEMENT”)** is made this \_\_\_ day of \_\_\_\_\_, 2024, by and between the **CITY OF LAKE WORTH BEACH**, a Florida municipal corporation, (hereinafter referred to as “**CITY**”), and the **LAKE WORTH BEACH COMMUNITY REDEVELOPMENT AGENCY**, a public body corporate and politic, duly created and operated pursuant to Chapter 163, Florida Statutes (hereinafter referred to as the “**LWBCRA**”).

**W I T N E S S E T H:**

**WHEREAS**, the **CITY** is a municipal corporation organized and existing under the constitution and laws of the State of Florida; and

**WHEREAS**, Chapter 163, Florida Statutes, provides for the creation of community redevelopment agencies as separate but dependent governments of the municipalities that create community redevelopment agencies; and

**WHEREAS**, the **LWBCRA** is a Community Redevelopment Agency established by the **CITY**, pursuant to Part III, Chapter 163, Florida Statutes, to provide for redevelopment of blighted areas within the **LWBCRA** Community Redevelopment Area; and

**WHEREAS**, the **LWBCRA** and the **CITY** desire to provide for micro-transit services within the **LWBCRA** Community Redevelopment Area; and

**WHEREAS**, the **LWBCRA** and the **CITY** agree to have the **LWBCRA** enter into and manage the agreement with the micro-transit service provider, and that the **CITY** will provide funding to the **LWBCRA** to fund a portion of the cost of the micro-transit services provided pursuant to the agreement with the micro-transit service provider (the “**City Funding**”); and

**WHEREAS**, the **CITY** has agreed to provide the **City Funding** to the **LWBCRA**, in accordance with the terms and conditions contained herein; and

**WHEREAS**, this Agreement and the funding provided by the **CITY** and the **LWBCRA** for the micro-transit services complies with the provisions of Part III, Chapter 163, Florida Statutes, is consistent with the Community Redevelopment Plan, and serves both a municipal and public purpose.

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

1. The recitations set forth above are hereby incorporated herein by reference.
2. **Payment of Funds by CITY.** The **CITY** agrees to provide to the **LWBCRA** funds in a total amount not to exceed \_\_\_\_\_ and 00/100 Dollars (\$\_\_\_\_\_) which shall serve as the **City Funding** for the micro-transit services provided pursuant to the

agreement entered into between the LWBCRA and the micro-transit service provider. Payment shall be made by the CITY to the LWBCRA, upon presentation of an invoice to the CITY. Upon receipt of the invoice, and any required documentation, the CITY shall process payment, and provide the LWBCRA with payment no later than fourteen (14) days following receipt of the invoice. The City Funding shall be utilized by the LWBCRA to pay the micro-transit service provider pursuant to the agreement entered into between the LWBCRA and the micro-transit service provider.

3. **Continued Cooperation.** This Agreement assumes the close coordination and cooperation between the LWBCRA and the CITY particularly regarding certain aspects of the consideration and approval of the Project.

4. **Term and Termination.** This Agreement shall be in effect upon execution by the CITY and the LWBCRA, and shall remain in effect until December 31, 2024. The LWBCRA and the CITY may agree to extend the Agreement, through the execution of a written amendment to this Agreement. In no event shall the Agreement be extended beyond September 30, 2025.

5. **Public Records.** The CITY and LWBCRA shall comply with the requirements of Section 119.07, *et.seq.*, Fla.Stat., related to the handling of public records.

6. **Sovereign Immunity.** Nothing contained in this Agreement shall be deemed to be a waiver of, or affect the rights, privileges, and immunities of the CITY or LWBCRA as set forth in Section 768.28, Fla.Stat.

7. **No General Obligation.** Neither this Agreement, nor the obligations imposed upon the CITY or the LWBCRA hereunder shall be or constitute an indebtedness or general obligation of the CITY or LWBCRA within the meaning of any constitutional statutory or charter provisions requiring the CITY or the LWBCRA, or other Governmental Authority to levy ad valorem taxes nor a lien upon any properties or funds of the CITY or the LWBCRA or other Governmental Authority. Nothing contained herein shall be deemed construed or applied to cause any Governmental Authority, specifically including the CITY and the LWBCRA, to waive its right to exercise its governmental power and authority or to consider any request causing the exercise of its governmental powers in any manner other than that which is customary for the exercise of such governmental powers.

(SIGNATURE PAGE TO FOLLOW)

**IN WITNESS WHEREOF**, the parties hereto have caused this Agreement to be executed on the day and year first above written.

**CITY OF LAKE WORTH BEACH**

**ATTEST:**

By: \_\_\_\_\_  
Melissa Ann Coyne, MMC,  
City Clerk

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

APPROVED AS TO FORM AND  
LEGAL SUFFICIENCY:

APPROVED FOR FINANCIAL  
SUFFICIENCY

By: \_\_\_\_\_  
Glen J. Torcivia, City Attorney

By: \_\_\_\_\_  
Yannick Ngendahayo, Financial Services Director

**LAKE WORTH BEACH COMMUNITY  
REDEVELOPMENT AGENCY**

\_\_\_\_\_  
Joan Oliva, Executive Director

\_\_\_\_\_  
Carla Blockson, Chair

Dated this \_\_\_\_ day of \_\_\_\_\_, 2024

**PROFESSIONAL SERVICES CONTRACT  
FOR OPERATION OF CITYWIDE MICRO-TRANSIT SERVICES**

THIS CONTRACT is being entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2023 (the "Effective Date") by and between the City Of Hollywood (hereinafter the "City"), a municipal corporation of the State of Florida and Circuit Transit Inc. (hereinafter the "Company"), a corporation organized and existing under the laws of the State of Florida, having its principal office at 501 East Las Olas, Suite 300, Fort Lauderdale, Florida

**SECTION A – Contract Overview**

**A-1 Summary of Contract**

- (a) The subject matter of this Contract is to provide the vehicles, operate and manage a micro-transit service in the Service Area as defined in and Exhibits "A" (Scope of Work) and Exhibit "B" - RFP-045-23-SK- CITYWIDE MICRO-TRANSIT SERVICES, Exhibit "D" (Service Areas), and Exhibit E, which sets forth the terms and conditions for the performance of services described herein, and the execution hereof by the parties hereto forms a legally binding contract. In the event of a conflict, the City's RFP Documents shall prevail unless otherwise stated in this Contract.
- (b) The Contract type is: This is a Non-Exclusive Contract.
- (c) The following documents are hereby incorporated into this Contract:
- (i) Exhibit "A" – Statement of Work
  - (ii) Exhibit "B" - RFP-045-23-SK - Citywide Micro-Transit Services
  - (iii) Exhibit "C" - Company's Proposal
  - (iv) Exhibit "D" - Service Areas
  - (v) Exhibit "E" - Pricing

**A-2 Contract Amount**

The Contract Amount shall not exceed \$1,128,942.00 USD for the performance period.

**A-3 Performance Period**

- (a) The performance period commences from Effective Date and continues for a period of 12 months. This Agreement may be renewed by the parties for three one-year periods upon mutual agreement of the parties and said renewal shall be in writing in accordance with Section D-13 of this Contract.

**SECTION B – Statement of Work**

**B-1 Statement of Work**

- (a) Services will be provided in accordance with the Statement of Work set forth in Exhibits "A" "B", "C", "D" and "E",

**SECTION C – Special Conditions**

**C-1 Project Manager/Company Representative**

- (a) The City designates Mark L. Johnson as the Project Manager for this Contract, who may be contacted at: [mjohnson@hollywoodfl.org](mailto:mjohnson@hollywoodfl.org) or (954) 921-3991 The City will provide written notice to the Company should there be a subsequent Project Manager change. The Project Manager will be the Company's principal point of contact at the City regarding any matters relating to this Contract, will provide all general direction to the Company regarding Contract performance, and will provide guidance regarding the City's goals and policies. The Project Manager is not authorized to waive or modify any material scope of work changes or terms of the Contract.
- (b) The Company designates Jason Bagley as the Company Representative for this Contract, who may be contacted at [jason@ridecircuit.com](mailto:jason@ridecircuit.com) The Company will provide written notice to the City should there be a subsequent Company



Representative change. The City has the right to assume that the Company Representative has full authority to act for the Company on all matters arising under or relating to this Contract.

## C-2 Pricing and Payment

- (a) Payment. Payment to the Company will be made only for the actual Services performed and accepted by the City, upon receipt of an invoice submitted in accordance with Section C-4, "Invoices".
- (b) The City will pay the Company in accordance with the pricing set forth in Exhibit "E" – Pricing to this Contract.
- (a) Reimbursable Travel Expenses. There are no reimbursable travel expenses payable under this Contract.

## C-3 Pricing Revisions

Costing adjustments shall be governed by Exhibit "B", Section 1.70 and as set forth below:

- (a) For the term of this Contract, pricing may be revised for the reason(s) set forth below:
- Change in minimum wage
  - Approved decision to add additional cars
  - Approved decision to adjust the number of service hours
  - Approved decision to add, adjust or modify additional services that increases costs for the Company
- (b) Each pricing revision permitted herein must be approved in writing by the Project Manager and, if approved, shall become effective thirty (30) days after notice of the change has been received by the City, or on such earlier or later date as may be agreed upon by the parties. However, any pricing changes will be governed by the City's Purchasing Ordinance and dependent upon the revisions, City Commission approval may be required.
- (c) Any pricing revision permitted pursuant to this section may be delayed or denied if the Company fails to submit a timely request or fails to provide adequate documentation in support thereof.
- (d) Any approved pricing revision is not retroactive, and any invoice pending on the date of approval of the pricing revision shall be paid on the basis of the pricing in effect on the date services were provided.

## C-4 Invoices

- (a) The Company will submit a monthly detailed invoice to the City, in a format to be defined by the Project Manager as negotiated with Company. Each invoice shall contain the following information:
- (i) the date of the invoice and invoice number;
  - (ii) the purchase order number;
  - (iii) the Contract Item(s) according to Exhibit E – Pricing against which charges are made; and,
  - (iv) performance dates covered by the invoice.
  - (v) service credits offered from advertising dollars received by Company
  - (vi) Net revenue credits received by the Company

Upon reconciliation of all errors, corrections, credits, and disputes, payment to the Company will be made in full within 30 calendar days. **Invoices received without a valid purchase order number will be returned unpaid.** The Company shall submit the original invoice to: [accountspayable@hollywoodfl.org](mailto:accountspayable@hollywoodfl.org) or mail them to:

City of Hollywood  
 Accounts Payable, Room 119  
 P.O. Box 2229045  
 Hollywood, FL 33022-9045

- (b) The Company shall forward a copy of the invoice to the Project Manager, with the following items:

- (i) receipts for any Reimbursable Travel Expenses, if applicable, associated with the invoice; and
- (ii) copy of the applicable Deliverable associated with the invoice

#### **C-5 Insurance**

- (a) The Company shall procure and maintain, at its own expense, during the entire term of the Contract, the insurance coverages as identified in Exhibit "B", Section 3.17:
- (b) The insurance policy shall not contain any exceptions that would exclude coverage for risks that can be directly or reasonably related to the scope of goods or services in this contract. A violation of this requirement at any time during the term, or any extension thereof shall be grounds for the immediate termination of any contract entered in to pursuant to this contract. The City must be provided a signed statement from insurance agency of record that the full policy contains no such exception.

Submit certificates of insurance to:

City of Hollywood  
Department of Development Services  
P.O. Box 2229045  
Hollywood, FL 33022-9045

A certified, true and exact copy of each of the project specific insurance policies (including renewal policies) required under this Section C-5 shall be provided to the City if so requested.

- (c) The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer and licensed by the State of Florida and the company or companies must maintain a minimum rating of A-VII, as assigned by the A.M. Best Company.
- (d) If the Company fails to carry the required insurance, the City may (i) order the Company to stop further performance hereunder, declare the Company in breach, pursuant to Section C-6, terminate the Contract if the breach is not remedied and, if permitted, assess liquidated damages, or (ii) purchase replacement insurance and withhold the costs or premium payments made from the payments due to the Company or charge the replacement insurance costs back to the Company.
- (e) Any subcontractor or sub consultant approved by the City shall be required to procure, maintain and submit proof of insurance to the City of the same insurance requirements as specified above, and as required in this paragraph.
- (f) The Company is encouraged to purchase any additional insurance it deems necessary.
- (g) The Company is required to make its best efforts to remedy all injuries to persons and damage or loss to any property of the City caused in whole or in part by the Company, its subcontractors or anyone employed, directed or supervised by the Company.

#### **C-6 Warranty – Services**

The Company warrants that the services shall be performed in full conformity with this Contract and Exhibits "A" and "B", with the professional skill and care that would be exercised by those who perform similar services in the commercial marketplace, and in accordance with accepted industry practice. In the event of a breach of this warranty, or in the event of non-performance or failure of the Company to perform the services in accordance with this Contract, the Company shall, at no cost to the City, re-perform or perform the services so that the services conform to the warranty. However, if Company fails to perform, City may terminate this Agreement with or without cause consistent with Exhibit "A".

## SECTION D – General Conditions

### D-1 Legal Notice

- (a) All legal notices required pursuant to the terms and conditions of this Contract shall be in writing unless an emergency situation dictates otherwise. Any notice required to be given under the terms of this Contract shall be deemed to have been given when (i) received by the party to whom it is directed by hand delivery or personal service, (ii) transmitted by facsimile with confirmation of transmission, (iii) transmitted by email with confirmation of receipt by addressee, or (iv) sent by U.S. mail via certified mail-return receipt requested at the following addresses:

FOR THE CITY:                      Project Manager  
    City of Hollywood  
    2600 Hollywood Blvd., Rm. 308  
    Hollywood, FL 33020

WITH A COPY TO:                      City Attorney  
    City of Hollywood  
    2600 Hollywood Blvd., Rm. 407  
    Hollywood, FL 33020

FOR THE COMPANY:                      James Mirras  
    Circuit Transit Inc.  
    501 East Las Olas  
    Suite 300  
    Fort Lauderdale, FL 33301

- (b) The parties shall provide written notification of any change in the information stated above.
- (c) An original signed copy, via U. S. Mail, shall follow facsimile transmissions.
- (d) For purposes of this Contract, legal notice shall be required for all matters involving potential termination actions, litigation, indemnification, and unresolved disputes. This does not preclude legal notice for any other actions having a material impact on the Contract.
- (e) Routine correspondence should be directed to the Project Manager or the Company Representative, as appropriate.

### D-2 Notice of Delay

- (a) If timely performance by the Company is jeopardized by the non-availability of City provided personnel, data, or equipment, the Company shall notify the City immediately in writing of the facts and circumstances causing such delay. Upon receipt of this notification, the City will advise the Company in writing of the action which will be taken to remedy the situation.
- (b) The Company shall advise the City in writing of an impending failure to meet established milestones or delivery dates based on the Company's failure to perform. Notice shall be provided as soon as the Company is aware of the situation; however, such notice shall not relieve the Company from any existing obligations regarding performance or delivery.

### D-3 Termination for Convenience

The City shall have the right at any time to terminate further performance of this Contract, in whole or in part, for any reason whatsoever (including no reason) within 120-days notice and as more specifically set forth in Exhibit "B". Such termination shall be effected by written notice from the City to the Company specifying the extent and effective date of the termination. On the effective date of the termination, the Company shall terminate all work and take all reasonable actions to mitigate expenses. The Company shall submit a written request for incurred costs for services performed through the date of termination and shall provide any substantiating documentation requested by the City. In the event of such termination, the

City agrees to pay the Company within thirty (30) days after receipt of a correct, adequately documented written request. The City's sole liability under this Section is for payment of costs for services requested by the City and actually performed by the Company.

#### **D-4 Event of Default**

- (a) If, during the term of this Contract, the Company (i) fails to deliver services that comply with the specifications, (ii) fails to deliver the services within the time specified in this Contract including Exhibit "A" (iii) fails to make progress so as to endanger the performance of this Contract, (iv) becomes insolvent, bankrupt or makes an assignment for the benefit of creditors, or if a receiver or trustee in bankruptcy is appointed for the Company, or if any proceeding in bankruptcy, receivership, or liquidation is instituted against the Company and is not dismissed within 30 days following commencement thereof, or (v) fails to perform any of the other obligation or requirement of this Contract, then any of the aforementioned failures shall constitute an "Event of Default" under this Contract. Events of Default shall also include those items set forth in Exhibit "B" specifically Section 1.63.
- (b) If there occurs an Event of Default, the Company shall be entitled to 10 calendar days from written notice thereof to remedy the Event of Default, provided, however, such is capable of being remedied within that period. If the Event of Default can be remedied, but the remedy cannot be completed within the ten-day period, the Company may be allowed such additional time as may be reasonably necessary to remedy the Event of Default, provided, however, the remedy is commenced within the 10 day period and is diligently pursued to completion. If the Event of Default is incapable of remediation, or is not remedied as required herein, the City may, in addition to any other remedies available in law or equity, invoke any of the remedies provided for under Section D-5, "Termination for Default", below and as set forth in Exhibit "B" Section 1.64.

#### **D-5 Termination for Default**

- (a) If the Event of Default is not remedied as required pursuant to Section D-4, "Event of Default", the City may, by written notice to the Company pursuant to Section D-1, "Legal Notice", terminate this Contract in whole or in part.
- (b) If this Contract is terminated in whole or in part because the Company has failed to provide services in compliance with the specifications by the deadline of remediation period, the City may acquire, under reasonable terms and in a manner it considers appropriate, replacement goods that are comparable to the services that the Company failed to deliver to the City, and the Company shall be liable to the City for any excess costs related thereto. If the City terminates this Contract only in part, the Company shall continue to perform the un-terminated obligations or portions of this Contract.
- (c) Force Majeure. This Contract shall be governed by the Force Majeure provision in Exhibit "B", Section 7.34.
- (d) The City retains the right to terminate for default immediately if the Company fails to maintain the required levels of insurance, fails to comply with applicable local, state, and Federal statutes governing performance of these services, or fails to comply with statutes involving health or safety.

#### **D-6 Limitation of Funding**

Company acknowledges that the obligation of City to pay Company is limited to the availability of funds appropriated in a current fiscal year period, and continuation of Contract into a subsequent fiscal year is subject to the appropriation of funds, unless otherwise authorized by law. The City reserves the right to reduce estimated or actual quantities, in whatever amount necessary, without prejudice or liability to the City, if funding is not available or if legal restrictions are placed upon the expenditure of monies for the services required under this Contract. In the event of a decrease or limitation in funding the Company reserves the right to reduce service levels or suspend service as needed.

#### **D-7 Changes – Fixed-Price Goods or Services**

- (a) The City may at any time, , and without notice to the sureties, if any, request changes within the general scope of this Contract in any one or more of the following:
- (i) Description of services to be performed or goods to be provided including types of vehicles and number of vehicles.
  - (ii) Time of performance (i.e., hours of the day, days of the week, etc.).
  - (iii) Place of performance of the services.

## (iv) Time or place of delivery of goods

- (b) Upon written mutual agreement, Company and the City will determine the appropriate adjustment(s) to the services.
- (c) Any change to the cost of services will be based upon the schedule in Exhibit E: Pricing as determined by types of vehicles, number of vehicles and operating hours.
- (d) The Company must assert its right to an adjustment under this clause within 30 days from the date of receipt of the written order; however, if the City decides that the facts justify, the City may receive and act upon a proposal submitted before final payment of the Contract.
- (e) If the mutually agreed adjustment includes the cost of property made obsolete or excess by the change, the City shall have the right to prescribe the manner of the disposition of the property.
- (f) The Company shall provide current, complete, and accurate documentation to the City in support of any request for equitable adjustment. Failure to provide adequate documentation, within a reasonable time after a request from the City, will be deemed a waiver of the Company's right to dispute the equitable adjustment proposed by the City, where such equitable adjustment has a reasonable basis at the time it is determined by the City.

**D-8 Entire Contract, Section and Paragraph Headings**

- (a) This Contract, including all Exhibits, represents the entire and integrated agreement between the City and the Company. It supersedes all prior and contemporaneous communications, representations, and agreements, whether oral or written, relating to the subject matter of this Contract.
- (b) The section and paragraph headings appearing in this Contract are inserted for the purpose of convenience and ready reference. They do not purport to define, limit or extend the scope or intent of the language of the sections and paragraphs to which they pertain.

**D-9 Severability**

The invalidity, illegality, or unenforceability of any provision of this Contract or the occurrence of any event rendering any portion or provision of this Contract void shall in no way affect the validity or enforceability of any other portion or provision of this Contract. Any void provision shall be deemed severed from this Contract, and the balance of this Contract shall be construed and enforced as if this Contract did not contain the particular portion or provision held to be void. The parties further agree to amend this Contract to replace any stricken provision with a valid provision that comes as close as possible to the intent of the stricken provision. The provisions of this clause shall not prevent this entire Contract from being void should a provision which is of the essence of this Contract be determined void.

**D-10 Waiver**

Waiver of any of the terms of this Contract shall not be valid unless it is in writing signed by each party. The failure of the City to enforce any of the provisions of this Contract, or to require performance of any of the provisions herein, shall not in any way be construed as a waiver of such provisions or to affect the validity of any part of this Contract, or to affect the right of the City to thereafter enforce each and every provision of this Contract. Waiver of any breach of this Contract shall not be held to be a waiver of any other or subsequent breach of this Contract.

**D-11 Modification/Amendment**

This Contract shall not be modified or amended except by the express written agreement of the parties, signed by a duly authorized representative for each party. Any other attempt to modify or amend this Contract shall be null and void and may not be relied upon by either party.

**D-12 Assignment**

Neither party may assign their rights nor delegate their duties under this Contract without the written consent of the other party. Such consent shall not be withheld unreasonably. Any assignment or delegation shall not relieve any party of its obligations under this Contract.

**D-13 Indemnification**

In addition to the insurance requirements set forth in Section C-5, "Insurance", the Company shall protect, indemnify and hold harmless the City, its officers, employees, agents, and consultants (collectively herein the "City") from any and all

claims, liabilities, damages, losses, suits, actions, decrees, and judgments including, attorney's fees, court costs or other expenses of any and every kind or character (collectively herein the "Liabilities") which may be recovered from or sought against the City, as a result of, by reason of, or as a consequence of, any intentional, wrongful or negligent act or omission, on the part of the Company, its officers, employees, or agents in the performance of the terms, conditions and covenants of the Contract, regardless of whether the Liabilities were caused in part by the City. This provision includes the indemnity requirements set forth in Exhibit "A", Section 1.46. The provisions and obligations under this section shall survive the expiration or earlier termination of this Agreement. Nothing in this Contract shall be construed to affect in any way the City's rights, privileges, and immunities under the doctrine of "sovereign immunity" and as set forth in Section 768.28, Florida Statutes.

It is expressly agreed that the Company shall defend the City against the Liabilities and in the event that the Company fails to do so, the City shall have the right, but not the obligation, to defend the same and to charge all direct and incidental costs, including attorney's fees and court costs, to the Company.

#### **D-14 Patent Indemnity**

The Company hereby indemnifies and shall defend and hold harmless the City and its representatives respectively from and against all claims, losses, costs, damages, and expenses, including attorney's fees, incurred by City and its representatives, respectively, as a result of or in connection with any claims or actions based upon infringement or alleged infringement of any patent and arising out of the use of the equipment or materials furnished under the contract by the Company, or out of the processes or actions employed by, or on behalf of the Company in connection with the performance of the Contract. The Company shall, at its sole expense, promptly defend against any such claim or action unless directed otherwise by the City or its representative; provided that the City or its representatives shall have notified the Company upon becoming aware of such claims or actions and provided further that the Company's aforementioned obligations shall not apply to equipment, materials, or processes furnished or specified by the City or its representatives. Said Patent Indemnity includes the provisions set forth in Exhibit "B", Section 7.47, Patent and Copyright Indemnification.

#### **D-15 Audit of Records**

- (a) In addition to the Audit requirements set forth below, the parties shall be governed by the Audit requirements set forth in Exhibit "B", Section 7.28, Audit Rights.
- (b) The Company agrees to maintain the financial books and records (including supporting documentation) pertaining to the performance of this Contract according to standard accounting principles and procedures. The books and records shall be maintained for a period of three years after completion of this Contract, except that books and records which are the subject of an audit finding shall be retained for three years after such finding has been resolved. If the Company goes out of business, the Company shall forward the books and records to the City to be retained by the City for the period of time required herein.
- (c) The City or its designated representative(s) shall have the right to inspect and audit (including the right to copy and/or transcribe) the books and records of the Company pertaining to the performance of this Contract during normal business hours. The City will provide prior written notice to the Company of the audit and inspection. If the books and records are not located within Broward County, the Company agrees to deliver them to the City, or to an address designated by the City within Broward County. In lieu of such delivery, the Company may elect to reimburse the City for the cost of travel (including transportation, lodging, meals and other related expenses) to inspect and audit the books and records at the Company's office. If the books and records provided to the City are incomplete, the Company agrees to remedy the deficiency after written notice thereof from the City, and to reimburse the City for any additional costs associated therewith including, without limitation, having to revisit the Company's office. The Company's failure to remedy the deficiency shall constitute a material breach of this Contract. The City shall be entitled to its costs and reasonable attorney fees in enforcing the provisions of this Section.
- (d) If at any time during the term of this Contract, or at any time after the expiration or termination of the Contract, the City or the City's designated representative(s) find the dollar liability is less than payments made by the City to the Company, the Company agrees that the difference shall be either: (i) repaid immediately by the Company to the City or (ii) at the City's option, credited against any future billings due the Company.

#### **D-16 Confidentiality – City Information**

- (a) The parties acknowledge that this Contract is subject to Chapter 119, Florida Statutes, entitled the "Public Records Act".

- (b) All information, including but not limited to, oral statements, computer files, databases, and other material or data supplied to the Company is confidential and privileged. The Company shall not disclose this information, nor allow to it be disclosed to any person or entity without the express prior written consent of the City. The Company shall have the right to use any such confidential information only for the purpose of providing the services under this Contract, unless the express prior, written consent of the City is obtained. Upon request by the City, the Company shall promptly return to the City all confidential information supplied by the City, together with all copies and extracts.
- (c) The confidentiality requirements shall not apply where (i) the information is, at the time of disclosure by the City, then in the public domain; (ii) the information is known to the Company prior to obtaining the same from the City; (iii) the information is obtained by the Company from a third party who did not receive the same directly or indirectly from the City; or (iv) the information is subpoenaed by court order or other legal process, but in such event, the Company shall notify the City. In such event the City, in its sole discretion, may seek to quash such demand.
- (d) The obligations of confidentiality shall survive the termination of this Contract.

#### **D-17 Marketing Restrictions**

The Company may not publish or sell any information from or about this Contract without the prior written consent of the City. This restriction does not apply to the use of the City's name in a general list of customers, so long as the list does not represent an express or implied endorsement of the Company or its services. This restriction does not apply to general marketing of the services to promote and inform the public about the services.

#### **D-18 Taxes/Compliance with Laws**

- (a) The Company, in the performance of the obligations of this Contract, shall comply with all applicable laws, rules and regulations of all governmental authorities having jurisdiction over the performance of this Contract including, but not limited to, the Federal Occupational Safety and Health Act.

#### **D-19 Licenses/Registrations**

During the entire performance period of this Contract, the Company shall maintain all federal, state, and local licenses, certifications and registrations applicable to the work performed under this Contract, including maintaining an active City of Hollywood business license if required.

#### **D-20 Non-Discrimination and Fair Employment Practices**

- (a) **Discrimination:** The City of Hollywood is committed to promoting full and equal business opportunity for all persons doing business in Hollywood. The Company acknowledges that the City has an obligation to ensure that public funds are not used to subsidize private discrimination. Company recognizes that if the Company or their subcontractors or subconsultants are found guilty by an appropriate authority of refusing to hire or do business with an individual or company due to reasons of race, color, religion, sex, sexual orientation, gender identity or expression, age, disability, national origin, or any other legally protected status; City may declare the Company in breach of contract and terminate Contract.
- (b) **Fair Employment Practices:** In connection with the performance of work under this Contract, the Company agrees not to discriminate against any employee or applicant for employment because of race, color, religion, national origin, sex, sexual orientation, gender identity or expression, age, disability, national origin, or any other legally protected status. Such agreement shall include, but not be limited to, the following: employment; upgrading; demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.
- (c) The Company further agrees to insert this provision in all subcontracts hereunder. Any violation of such provision by a Company shall constitute a material breach of this Contract.

#### **D-21 Employment of Unauthorized Aliens**

In accordance with the Immigration Reform and Control Act of 1986, the Company agrees that it will not employ unauthorized aliens in the performance of this Contract.

#### **D-22 Conforming Services**

The services performed under this Contract shall conform in all respects with the requirements set forth in this Contract. The Company shall furnish the City with sufficient data and information needed to determine if the services performed conform to all the requirements of this Contract.

### **D-23 Independent Contractor**

In the performance of services under this Contract, the Company and any other person employed by it shall be deemed to be an independent contractor and not an agent or employee of the City. The Company shall be liable for the actions of any person, organization or corporation with which it subcontracts to fulfill this Contract. The City shall hold the Company as the sole responsible party for the performance of this Contract. The Company shall maintain complete control over its employees and all of its subcontractors. Nothing contained in this contract or any subcontract awarded by the Company shall create a partnership, joint venture or agency with the City. Neither party shall have the right to obligate or bind the other party in any manner to any third party.

### **D-24 Official, Agent and Employees of the City Not Personally Liable**

It is agreed by and between the parties of this Contract, that in no event shall any official, officer, employee, or agent of the City in any way be personally liable or responsible for any covenant or agreement therein contained whether expressed or implied, nor for any statement, representation or warranty made herein or in any connection with this Contract.

### **D-25 Public Records**

The City is a public agency as defined by state law and is governed by Chapter 119, Florida Statutes, "Public Records Act". The City's Records are public records, which are subject to inspection and copying by any person (unless declared by law to be confidential).

The following provisions are required by Section 119.0701, Florida Statutes, and may not be amended. Company shall comply with the public records law. Company shall keep and maintain public records required by the City in the performance of services under this Contract. Upon request from City's custodian of records, Company shall provide City with a copy of any requested public records or to allow the requested public 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. Company shall ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Contract's term and following completion of the Contract if Company does not transfer the public records to City. Upon completion of the Contract, Company shall transfer, at no cost, to City, all public records in its possession or keep and maintain public records required by City to perform the services required under this Contract. If Company transfers all of the public records to City upon completion of the Contract, Company shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If Company keeps and maintains public records upon completion of the Contract, Company 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 A PARTY TO THIS CONTRACT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO ITS DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT PATRICIA A. CERNY, CITY CLERK CUSTODIAN OF PUBLIC RECORDS AT (954) 921-3211, [PCERNY@HOLLYWOODFL.ORG](mailto:PCERNY@HOLLYWOODFL.ORG), 2600 HOLLYWOOD BLVD., HOLLYWOOD, FLORIDA 33020 AND STEVE STUART DIRECTOR OF PROCUREMENT AT (954) 921-3628 [SSTEWART@HOLLYWOODFL.ORG](mailto:SSTEWART@HOLLYWOODFL.ORG).**

### **D-26 Use By Other Government Entities**

A governing body or its authorized representative and the State of Florida may join or use the contracts of local governments located within or outside this State with the authorization of the contracting vendor. It is understood and agreed by Company and the City that any governmental entity may purchase the services specified herein in accordance with the prices, terms, and conditions of this Agreement. It is also understood and agreed that each local entity will establish its own contract with Company, be invoiced therefrom and make its own payments to Company in accordance with the terms of the contract established between the new governmental entity and Company. In the event the Company allows another governmental entity to join the Contract, it is expressly understood that the City shall in no way be liable for the obligations of the joining governmental entity.



**D-27 Governing Law**

This Contract, including appendices and Exhibits, and all matters relating to this Contract (whether in contract, statute, tort (such as negligence or otherwise), shall be governed by, and construed in accordance with, the laws of the State of Florida. This shall apply notwithstanding such factors which include, but are not limited to, the place where the contract is entered into, the place where the accident occurs and notwithstanding application of conflicts of law principles. The parties waive the privilege of venue and agree that all litigation between them in the state courts shall take place Broward County, Florida and that all litigation between them in the federal courts shall take place in the Southern District of Florida.

**D-28 Counterpart Signatures**

This Contract may be executed in counterparts. All such counterparts will constitute the same contract and the signature of any party to any counterpart will be deemed a signature to, and may be appended to, any other counterpart. Executed copies hereof may be delivered by facsimile or e-mail and upon receipt will be deemed originals and binding upon the parties hereto, regardless of whether originals are delivered thereafter.

IN WITNESS WHEREOF, the parties hereto have caused this Contract to be executed by their duly authorized representatives.

**CITY OF HOLLYWOOD**

**COMPANY**

\_\_\_\_\_  
Name, Title

\_\_\_\_\_  
Name, Title Date

ATTEST:

\_\_\_\_\_  
Date

APPROVED AS TO FORM:

\_\_\_\_\_  
Name, Title  
Date

## EXHIBIT A – STATEMENT OF WORK

Company to develop, implement and manage a Micro-Transit “On Demand” service (the "Service") in the areas identified in Exhibit D. The Service will have the ability to be on demand and include smart stops as specified in this Statement of Work. The Service will serve visitors, residents, and workers by providing a convenient, efficient mobility option to circulate throughout downtown Hollywood, the Beach, and portions of West Hollywood.

The Service shall:

- Operate in two micro-transit zones (MTZ-1/MTZ-2), covering approximate 4.6 square miles of coverage area, and provide on-demand service as illustrated in Exhibit D.
- Operate a 6-month on-demand pilot test (MTZ-3), covering approximately 1.97 square miles of coverage area as illustrated in Exhibit D.
- Operate a Pilot Fixed Route service between designated pick-up locations within Hollywood West and designated Beach/Downtown locations using a E-van from MTZ-1 as illustrated in Exhibit D
- Ability to supplement any part of the service with a fixed route if deemed necessary through data and public needs.
- Hours of operation and headways are to be initially proposed by Company until the level of demand is identified after a few months of operation and data collection.
- Demonstrate the ability to scale up and down the fleet of vehicles and deploy them to various locations based on monthly, weekly, daily, and hourly fluctuations in demand in order to achieve a desired level of service.
- Operate vehicles that meet the Federal Motor Vehicle Safety Standards and Regulations.
- Provide a safe and pleasing passenger experience with capable, qualified and courteous drivers.
- Feature a mobile application downloadable from both the Apple Store and Google Play Store with which will have the ability to charge a fee for service via a secured credit card payment system.
- Feature a mobile application where the user will be able to locate his or her position and contact the next approaching vehicle with approximate wait times.
- Provide a dedicated phone line so that users can call and request assistance.
- System will be operational within 45 days from Notice to Proceed to include vehicle procurement, financial operating plan, sufficient liability coverage and mobile application.

Service will be adjusted based upon needs identified from six months of data and the availability of funds. Once six months of data is received and analyzed per Data Reporting requirements in Section 1.9, b. the City and Company shall meet and negotiate terms for the year two renewal period. Ridership, service levels, service area, number of vehicles, ad revenue, fare revenue and overall contract performance will be determining factors in determining if service will remain the same or expand based on ridership demand.

### 1.1 Mobile Application

- a. Company to provide a mobile application which allows riders to request pick up and drop off locations.
- b. Ability to allow the user to connect from one micro-transit zone to another (MTZ-2 and MTZ-3 will be combined into a single zone for the purpose of the pilot test)
- c. At no cost to the City, maintain updates to the application and be compatible to smart phones and other mobile devices.
- d. Provide ability to charge a fee per rider and issue discounts via promo-codes.
- e. Provide users with approximate time until pick up.
- f. Allow users to rate drivers and provide feedback.
- g. Feature a Google Maps based map (or equivalent) that identifies the boundaries of each Service Area.
- h. After a ride request has been accepted by a driver, depict the real-time location of vehicles on a map of the appropriate Service Area.
- i. Ability to track party and usage data.

### 1.2 Marketing and Branding

- a. In coordination with the City of Hollywood, the Company will develop and implement a branding strategy. Company will not implement any branding strategy without prior written approval from the City. Any changes to the branding strategy must be approved in writing by the City prior to implementation.
- b. Company to develop and implement a marketing program to promote awareness of the program. The City will have the right to request changes to the marketing program.

- c. The City retains the right to review marketing materials prior to use and request changes or withdrawal of any marketing materials.

### 1.3 Vehicles and Infrastructure

- a. Company to procure, store, license, operate and maintain vehicles and related infrastructure including charging stations used in the service in accordance with applicable laws and regulations with the following requirements.
  - i. Fleet Size. Unless the parties agree otherwise, Company will acquire and operate at its own expense no fewer than 8 GEM vehicles (includes one ADA accessible GEM on standby), 2 EV Vans (1 ADA Accessible), and 1 EV Sedan as part of this Service. Company to maintain and operate vehicles to satisfy the minimum levels of service and ADA accessibility requirements.
- b. Specifications. All vehicles will:
  - i. Comply with all applicable laws and regulations.
  - ii. Be fully electric.
  - iii. Meet all safety standards established by applicable law or regulation.
  - iv. Feature luggage carrying capacity.
- c. Branding. The branding strategy will be applied to all vehicles as follows:
  - i. At all times during operation of any vehicles pursuant to this Contract, Company may include but is not limited to branding to all wheels, hoods, front panels, coping, roof and rear fenders unless otherwise approved by the City.
  - ii. Company to develop a default vehicle wrap to be used when no paying advertiser has been identified for any vehicle or vehicles for a period of 7 days or longer unless otherwise approved by the City.
  - iii. Exterior and interior advertising will not interfere with the placement or visibility of any branding required by this Contract, unless otherwise approved by the City.
- d. Licensing. Company to obtain and maintain proper licensing and registration of all vehicles at all times.
- e. Charging. The City will make available to the Company, City owned charging stations for vehicles although the City cannot ensure the availability of charging stations to service all vehicles in the fleet to satisfy the levels of service required by this Contract. Company to ensure charging stations are available to adequately service all vehicles in the fleet to satisfy the levels of service required by this Contract.
- f. Storing. The City will provide parking and operation space in a City-owned parking facility. Company will be responsible for storing and securing vehicles during times of non-operation.
- g. Maintenance and replacement. At Company's sole cost, Company to maintain the interior and exterior of all vehicles in good working order, in accordance with all applicable laws and regulations. Vehicles to be free of graffiti, vandalism, defacement and other damage to the satisfaction of the City. Company will replace any vehicle at its sole cost when the vehicle cannot be maintained in good working order, in accordance with applicable laws and regulations or it is no longer able to be maintained in accordance with the requirements of this Contract. Company to use its best efforts to restore non-operational vehicles to operation within 10 business days from the date of any incident requiring the vehicle to be removed from operation. Company to provide verbal and written notice of the City of any delay in restoring a non-operational vehicle that extends beyond ten (10) business days from the date of malfunction. If the city determines that any such delay is due to Company's lack of diligence the City will have the right to pursue any remedy provided for in this Contract or at law or equity.

### 1.4 Staffing

- a. General. Company to provide sufficient staffing to maintain levels of service required by this Contract. All persons provide services pursuant to this Contract will be employees, contractors or consultants hired by the Company. Company is solely responsible for all staffing decisions made pursuant to this Contract.
- b. Drivers. Company to obtain complete background checks on all drivers, including driving records, criminal checks and employment references, conduct initial drug testing, and provide a training program for newly hired drivers. Company will not hire any convicted felon or any person who has been convicted or pled guilty to driving under the influence of drugs or alcohol as a misdemeanor in any state. Company will not hire a driver with more than three (3) infractions relating to driving a motorized vehicle within the previous 24 months. Company to review each driver's driving and criminal records at least annually.
- c. Company to provide Living Wage and tips.

### 1.5 Attaining and Maintaining Levels of Service (LOS)

- a. General. Company to provide an LOS that meets customer demands at all times of Service operations.

- b. Service Level review. Company and City to meet at least annually to review LOS and determine if any adjustments are necessary. Any agreed upon adjustments will be made in writing.

#### 1.6 Trip Sharing

- a. The Services may permit drivers to transport more than one (1) party but no more than Five (5) parties in GEM vehicles, Three (3) parties in an E-Sedan, and Twelve (12) parties in the E-van, and Eight (8) parties in the ADA E-van simultaneously under the following conditions:
  - i. Each passenger has a separate seatbelt.
  - ii. The total number of passengers, including the driver does not exceed the vehicle's legal capacity.

#### 1.7 Operational Requirements

- a. Company and all its employees, officers, managers, staff, subcontractors and subconsultants will comply with all applicable local, state and federal laws and regulations while performing work pursuant to this Contract including but not limited to all laws and regulations regarding the safe operation of vehicles. Company to prohibit drivers from texting or using smartphones, or other mobile device, eating, drinking, wearing headphones, and engaging in any activity that may cause the driver to become distracted while driving the vehicle. Parties acknowledge and agree that (i) drivers will only be permitted to wear Bluetooth enabled device or similar technology to provide service provided by this Contract in accordance with all laws governing such devices; and (ii) drivers may use smart phones mounted to the dashboard or windshield of the vehicles only in accordance with all laws governing such devices.
- b. Company must obtain all permits and approvals required in the ordinary course of business for the safe and legal operation of the Service, including without limitation, permits or approvals from the Florida Transportation Authority. Company is responsible for obtaining any permits and approvals required by the State of Florida for operation of the Service.
- c. Company to require all persons using the Service to comply with applicable local, state and federal laws and regulations relating to the use of seatbelts and alcohol consumption in vehicles.
- d. Company and its drivers are permitted to refuse service when, in the driver's opinion, a passenger poses a threat to himself or herself, other passengers, the driver, the vehicle or other vehicles or persons.
- e. Company is permitted to establish reasonable restrictions on the provision of services to non-service animals.

#### 1.8 Operating Hours

- a. Company to provide the Service for 11 hours per day, seven days (7) days per week for MTZ Zone 1
- b. Company to provide the Service for 8 hours per day, seven (7) days per week for MTZ Zone 2
- c. Company to provide the Service for 8 hours per day, seven (7) days per week, for 6 months for MTZ Pilot Zone 3
- d. Company to remove 1 EV-van from service in MTZ-1 to provide Fixed Route Service 2 days per week for a period of 6 months between established pick-up/drop off locations within MTZ 2 & 3 and the Hollywood Historic Downtown and the Beach area.
- e. After the Data Review, hours of operation may be adjusted as mutually agreed upon in writing by the parties.

#### 1.9 Levels of Service Reporting

- a. Company to provide the city with monthly, quarterly and annual level of service and operations/financial reports for each micro-transit zone. Upon request, Company will provide the City with weekly level of service reports for each micro-transit zone.
- b. Data Reports to include:
  - i. Number of parties on a daily, weekly and monthly basis
  - ii. Number of paying customers
  - iii. Gross/Net revenue collected for fare revenue credits
  - iv. Number of vehicles not in operation on a daily, weekly and monthly basis
  - v. Average wait time from request through the mobile app until arrival by assigned driver on a daily, weekly and monthly basis.
  - vi. Average trip duration on a daily, weekly and monthly basis.
  - vii. Pick-up and drop off location for each trip.
  - viii. Average number of passengers per party per trip.
  - ix. Average number of parties per trip.
  - x. Number of passenger complaints received on a daily, weekly and monthly basis.
- c. Quarterly Reports
- d. Annual Reports

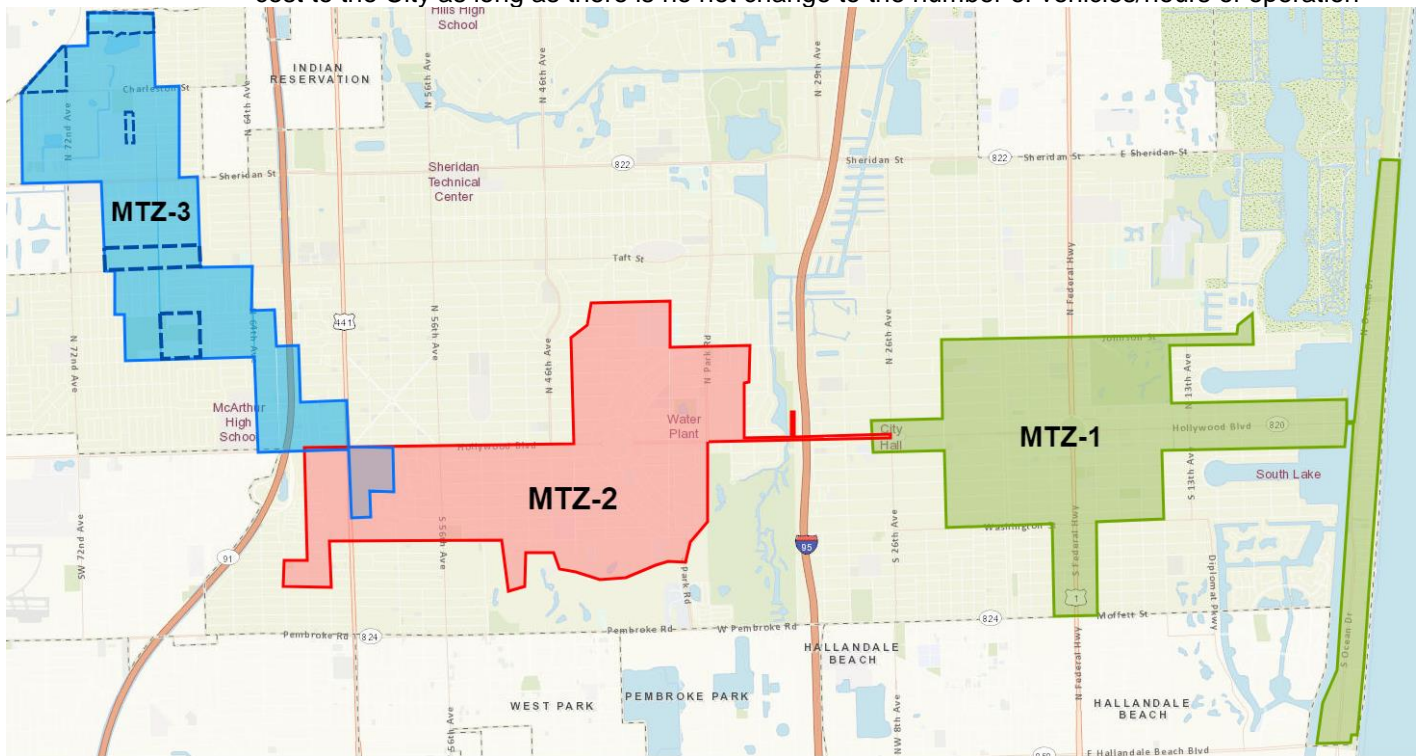
- 1.10 Operational/Financial Report within thirty (30) days after each month, quarter and year, as applicable Company to submit to City Operational/Financial Reports containing the following information:
- a. Annual budget
  - b. Annual and monthly financial information include revenue generated (including advertisement sales and miscellaneous revenue), expenses and capital resources.
- 1.11 Advertisement Sales
- a. Company shall sell space on the exterior or interior of the vehicles for the display of commercial advertising. Advertising Revenue in the amount of \$115,100.00 shall be guaranteed annually (Annual Guaranteed Amount). All Advertising Revenue collected by the Company above the Annual Guaranteed Amount will belong to the Company. Company shall credit the City's monthly invoices for each MTZ with a prorated portion of the Annual Guaranteed Amount as shown in Exhibit E (Pricing).
- 1.12 Ridership Fares
- a. Company shall collect ridership fares for the services.
  - b. Company shall credit the City's monthly invoice for each micro-transit zone with 100% of the Net Fare Revenue, defined below, that is generated and collected from ridership fares.
  - c. Net Fare Revenue means all gross ridership revenue that is collected from the passengers for the services less all costs and expenses, including but not limited to sales taxes or other taxes imposed by law, Company administrative expenses, credit card processing fees and other billing related charging by third parties imposing similar processing charges. Company will be responsible for documenting all costs and expenses and related charges associated with the Net Fare Revenue calculations.

**EXHIBIT B – RFP-045-23-SK - Citywide Micro-Transit Services**

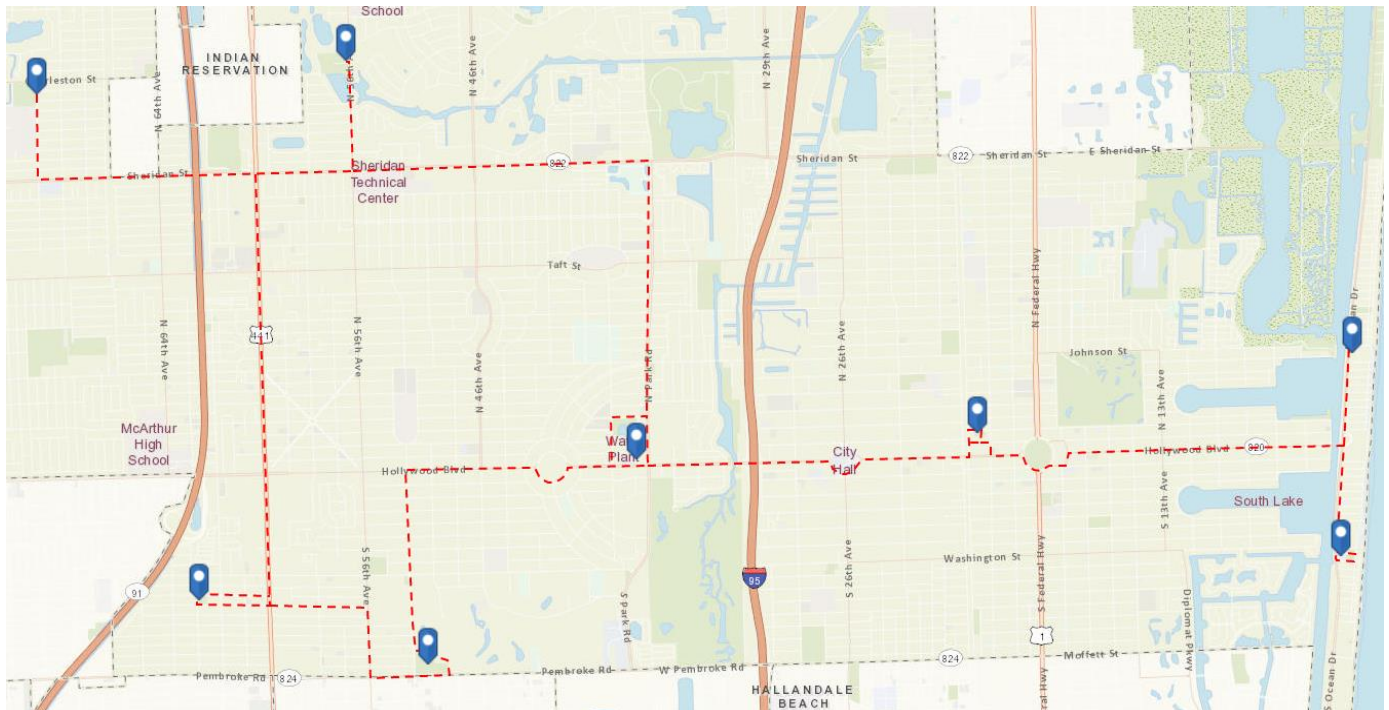
**EXHIBIT C – Company’s Proposal**

### EXHIBIT D – Service Areas

Micro-Transit Zones shown below may adjusted during the Contract Term based on demand/City needs at no cost to the City as long as there is no net change to the number of vehicles/hours of operation



### On-Demand Micro-Transit Zones



Designated Drop-off/Pick up locations for the Fixed Route pilot test



**EXHIBIT E – Pricing**

Zone 1 Downtown/Beach Zone (Combined 1 & 2 from RFP)													
Month	July 2023	August 2023	September 2023	October 2023	November 2023	December 2023	January 2024	February 2024	March 2024	April 2024	May 2024	June 2024	July 2024
Hours Per Week	77	77	77	77	77	77	77	77	77	77	77	77	77
Hours Per Month	334.95	334.95	334.95	334.95	334.95	334.95	334.95	334.95	334.95	334.95	334.95	334.95	334.95
# of GEMs	7	7	7	7	9	9	9	9	9	9	9	7	7
# of ADA Standby GEMs	1	1	1	1	1	1	1	1	1	1	1	1	1
# of EV Vans	1	1	1	1	1	1	1	1	1	1	1	1	1
# of Sedans	0	0	0	0	0	0	0	0	0	0	0	0	0
GEM Vehicle Service Hours	2,344.7	2,344.7	2,344.7	2,344.7	3,014.6	3,014.6	3,014.6	3,014.6	3,014.6	3,014.6	3,014.6	2,344.7	2,344.7
ADA Standby GEM Service Hours (STAN)	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0
EV Van Service Hours	335.0	335.0	335.0	335.0	335.0	335.0	335.0	335.0	335.0	335.0	335.0	335.0	335.0
Sedan Service Hours	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
\$ / GEM Service Hour	\$ 31.46	\$ 31.46	\$ 31.46	\$ 31.46	\$ 31.46	\$ 31.46	\$ 31.46	\$ 31.46	\$ 31.46	\$ 31.46	\$ 31.46	\$ 31.46	\$ 31.46
\$ / ADA Standby GEM/Service Hour	\$ - .00	\$ - .00	\$ - .00	\$ - .00	\$ - .00	\$ - .00	\$ - .00	\$ - .00	\$ - .00	\$ - .00	\$ - .00	\$ - .00	\$ - .00
\$ / EV Van Service Hour	\$ 41.71	\$ 41.71	\$ 41.71	\$ 41.71	\$ 41.71	\$ 41.71	\$ 41.71	\$ 41.71	\$ 41.71	\$ 41.71	\$ 41.71	\$ 41.71	\$ 41.71
\$ / Sedan Service Hour	\$ 33.03	\$ 33.03	\$ 33.03	\$ 33.03	\$ 33.03	\$ 33.03	\$ 33.03	\$ 33.03	\$ 33.03	\$ 33.03	\$ 33.03	\$ 33.03	\$ 33.03
<b>Total Costs</b>	<b>\$ 87,733</b>	<b>\$ 87,733</b>	<b>\$ 87,733</b>	<b>\$ 87,733</b>	<b>\$ 108,809</b>	<b>\$ 108,809</b>	<b>\$ 108,809</b>	<b>\$ 108,809</b>	<b>\$ 108,809</b>	<b>\$ 108,809</b>	<b>\$ 108,809</b>	<b>\$ 87,733</b>	<b>\$ 87,733</b>
Guaranteed Ad Revenue / Month	\$ 7,400	\$ 7,400	\$ 7,400	\$ 7,400	\$ 9,250	\$ 9,250	\$ 9,250	\$ 9,250	\$ 9,250	\$ 9,250	\$ 9,250	\$ 7,400	\$ 7,400
Expected Fare Revenue / Month	\$ 10,129	\$ 10,129	\$ 10,129	\$ 10,129	\$ 12,661	\$ 12,661	\$ 12,661	\$ 12,661	\$ 12,661	\$ 12,661	\$ 12,661	\$ 10,129	\$ 10,129
<b>Expected Revenues</b>	<b>\$ 17,529</b>	<b>\$ 17,529</b>	<b>\$ 17,529</b>	<b>\$ 17,529</b>	<b>\$ 21,911</b>	<b>\$ 21,911</b>	<b>\$ 21,911</b>	<b>\$ 21,911</b>	<b>\$ 21,911</b>	<b>\$ 21,911</b>	<b>\$ 21,911</b>	<b>\$ 17,529</b>	<b>\$ 17,529</b>
<b>Monthly Net Cost to City (E)</b>	<b>\$ 70,205</b>	<b>\$ 70,205</b>	<b>\$ 70,205</b>	<b>\$ 70,205</b>	<b>\$ 86,897</b>	<b>\$ 86,897</b>	<b>\$ 86,897</b>	<b>\$ 86,897</b>	<b>\$ 86,897</b>	<b>\$ 86,897</b>	<b>\$ 86,897</b>	<b>\$ 70,205</b>	<b>\$ 70,205</b>

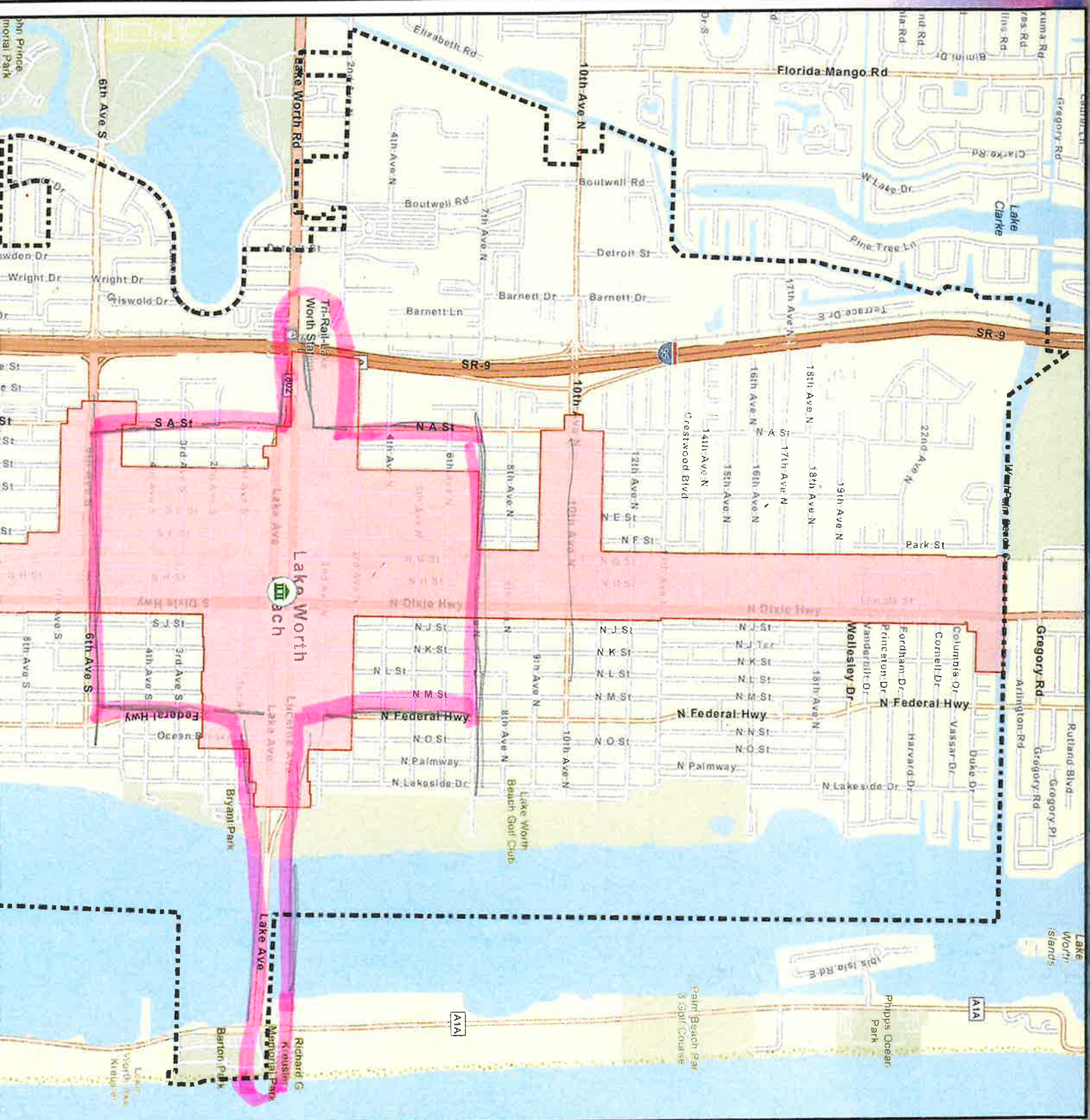
Zone 2 & 3 Hollywood West Zone													
Month	July 2023	August 2023	September 2023	October 2023	November 2023	December 2023	January 2024	February 2024	March 2024	April 2024	May 2024	June 2024	July 2024
Hours Per Week	56	56	56	56	56	56	56	56	56	56	56	56	56
Hours Per Month	243.6	243.6	243.6	243.6	243.6	243.6	243.6	243.6	243.6	243.6	243.6	243.6	243.6
# of GEMs	0	0	0	0	0	0	0	0	0	0	0	0	0
# of EV Vans (ADA)	0	0	1	1	1	1	1	1	1	1	1	1	1
# of Sedans	0	0	1	1	1	1	1	1	1	1	1	1	1
GEM Vehicle Service Hours	0	0	0	0	0	0	0	0	0	0	0	0	0
EV Van Service Hours	0	0	243.6	243.6	243.6	243.6	243.6	243.6	243.6	243.6	243.6	243.6	243.6
Sedan Service Hours	0	0	243.6	243.6	243.6	243.6	243.6	243.6	243.6	243.6	243.6	243.6	243.6
\$ / GEM Service Hour	\$ 34.97	\$ 34.97	\$ 34.97	\$ 34.97	\$ 34.97	\$ 34.97	\$ 34.97	\$ 34.97	\$ 34.97	\$ 34.97	\$ 34.97	\$ 34.97	\$ 34.97
\$ / EV Van Service Hour	\$ 49.22	\$ 49.22	\$ 49.22	\$ 49.22	\$ 49.22	\$ 49.22	\$ 49.22	\$ 49.22	\$ 49.22	\$ 49.22	\$ 49.22	\$ 49.22	\$ 49.22
\$ / Sedan Service Hour	\$ 38.27	\$ 38.27	\$ 38.27	\$ 38.27	\$ 38.27	\$ 38.27	\$ 38.27	\$ 38.27	\$ 38.27	\$ 38.27	\$ 38.27	\$ 38.27	\$ 38.27
<b>Total Costs</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 21,313</b>	<b>\$ 21,313</b>	<b>\$ 21,313</b>	<b>\$ 21,313</b>	<b>\$ 21,313</b>	<b>\$ 21,313</b>	<b>\$ 21,313</b>	<b>\$ 21,313</b>	<b>\$ 21,313</b>	<b>\$ 21,313</b>	<b>\$ 21,313</b>
Guaranteed Ad Revenue / Month	\$ -	\$ -	\$ 1,520	\$ 1,520	\$ 1,520	\$ 1,520	\$ 1,520	\$ 1,520	\$ 1,520	\$ 1,520	\$ 1,520	\$ 1,520	\$ 1,520
Expected Fare Revenue / Month	\$ -	\$ -	\$ 1,160	\$ 1,160	\$ 1,160	\$ 1,160	\$ 1,160	\$ 1,160	\$ 1,160	\$ 1,160	\$ 1,160	\$ 1,160	\$ 1,160
<b>Expected Revenues</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 2,680</b>	<b>\$ 2,680</b>	<b>\$ 2,680</b>	<b>\$ 2,680</b>	<b>\$ 2,680</b>	<b>\$ 2,680</b>	<b>\$ 2,680</b>	<b>\$ 2,680</b>	<b>\$ 2,680</b>	<b>\$ 2,680</b>	<b>\$ 2,680</b>
<b>Monthly Net Cost to City (E)</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 18,633</b>	<b>\$ 18,633</b>	<b>\$ 18,633</b>	<b>\$ 18,633</b>	<b>\$ 18,633</b>	<b>\$ 18,633</b>	<b>\$ 18,633</b>	<b>\$ 18,633</b>	<b>\$ 18,633</b>	<b>\$ 18,633</b>	<b>\$ 18,633</b>

**Total Costs – All Zones**

<b>TOTAL COSTS</b>	<b>\$ 87,733</b>	<b>\$ 87,733</b>	<b>\$ 109,046</b>	<b>\$ 109,046</b>	<b>\$ 130,121</b>	<b>\$ 130,121</b>	<b>\$ 130,121</b>	<b>\$ 130,121</b>	<b>\$ 130,121</b>	<b>\$ 130,121</b>	<b>\$ 130,121</b>	<b>\$ 109,046</b>	<b>\$ 109,046</b>
Guaranteed Ad Revenue / Month	\$ 7,400	\$ 7,400	\$ 8,920	\$ 8,920	\$ 10,770	\$ 10,770	\$ 10,770	\$ 10,770	\$ 10,770	\$ 10,770	\$ 10,770	\$ 8,920	\$ 8,920
Expected Fare Revenue / Month	\$ 10,129	\$ 10,129	\$ 11,288	\$ 11,288	\$ 13,821	\$ 13,821	\$ 13,821	\$ 13,821	\$ 13,821	\$ 13,821	\$ 13,821	\$ 11,288	\$ 11,288
<b>TOTAL EXPECTED REVENUES</b>	<b>\$ (17,529)</b>	<b>\$ (17,529)</b>	<b>\$ (20,208)</b>	<b>\$ (20,208)</b>	<b>\$ (24,591)</b>	<b>\$ (24,591)</b>	<b>\$ (24,591)</b>	<b>\$ (24,591)</b>	<b>\$ (24,591)</b>	<b>\$ (24,591)</b>	<b>\$ (24,591)</b>	<b>\$ (20,208)</b>	<b>\$ (20,208)</b>
<b>EXPECTED NET COSTS</b>	<b>\$ 70,205</b>	<b>\$ 70,205</b>	<b>\$ 88,838</b>	<b>\$ 88,838</b>	<b>\$ 105,530</b>	<b>\$ 105,530</b>	<b>\$ 105,530</b>	<b>\$ 105,530</b>	<b>\$ 105,530</b>	<b>\$ 105,530</b>	<b>\$ 105,530</b>	<b>\$ 88,838</b>	<b>\$ 88,838</b>

**Unit Costs**

GEMS		VANS		Sedans	
Hours of Operations Per week	Vehicle cost / Hour of Operation	Hours of Operations Per week	Vehicle cost / Hour of Operation	Hours of Operations Per week	Vehicle cost / Hour of Operation
40-45	\$41.61	40-45	\$60.65	40-45	\$46.23
46-50	\$38.58	46-50	\$55.43	46-50	\$42.59
51-55	\$36.59	51-55	\$52.02	51-55	\$40.22
56-60	\$34.97	56-60	\$49.22	56-60	\$38.27
61-65	\$33.61	61-65	\$46.88	61-65	\$36.63
66-70	\$32.45	66-70	\$44.89	66-70	\$35.25
71-75	\$31.46	71-75	\$43.19	71-75	\$34.06
76-80	\$30.60	76-80	\$41.71	76-80	\$33.03
81-85	\$29.84	81-85	\$40.41	81-85	\$32.12
86-90	\$29.18	86-90	\$39.26	86-90	\$31.32
91-95	\$28.58	91-95	\$38.24	91-95	\$30.61
96+	\$28.05	96+	\$37.32	96+	\$29.97



Tri-Rail  
Lakewood Station

Lakewood  
Lakewood

Lakewood  
Lakewood

Paint Beach Park  
9 Hole Course

A1A

Lakewood  
Islands



ELECTRIC MOBILITY SOLUTIONS

# Transportation Services



# Single Occupancy Vehicles (SOVs) are Bad for Cities

**76.3%**

of Americans drive alone to work (US News)

**\$305<sub>BN</sub>**

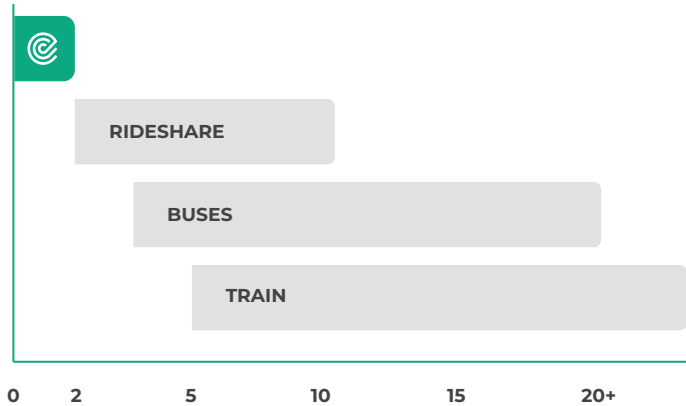
cost of congestion/year in the US (INRIX)

**35%**

of vehicle trips are UNDER 2 MILES



# The Last Mile is a Big Problem



Insufficient parking



Walking is not always an option



Paid rides are expensive



Gaps around public transportation

# Plus, Mobility Options are Limited

## AUTONOMOUS VEHICLES



**Not cost-effective** or ready for public use (but we're ready to use them)

## RIDE-HAILING COMPANIES (TNCs)



Can **increase traffic** in cities by ~160% (Schaller)

## SCOOTERS AND BIKES



Good solution but **not accessible** for everyone

## ABOUT-TOWN BUSES / TROLLEYS



Declining ridership, **high costs**

Simply put, moving people or goods short distances is expensive, problematic, and pollutive.

# CIRCUIT: A Turnkey, Electric & Shared Solution

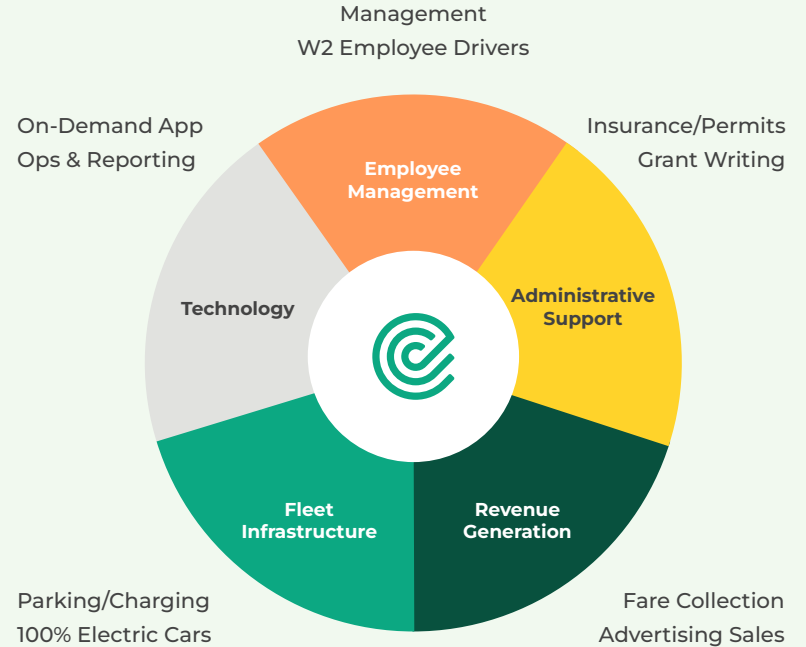
We eliminate inefficiencies, align with user-behavior, and complement existing infrastructure.

It's Plug & Pay, and Cheaper

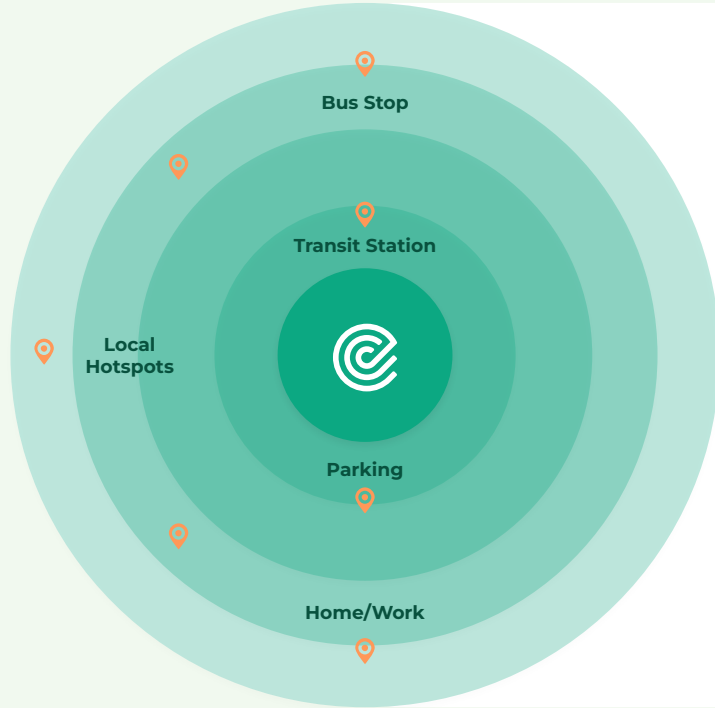
“ Over 1 million rides & may solve a problem that even Uber can't...  
- Business Insider

“ How this electric vehicle ride-share company won the trust of cities without 'disrupting' them.  
- Fast Company

“ This is a proven solution that should immediately benefit transit-limited (city dwellers) and expand access to zero-carbon mobility.  
- Micah Kotch, BMW Mini Strategy Team



# Structural Last Mile Solution



## EFFICIENCY = COST SAVINGS

\$2 - \$8 Cost/Rider; Others = \$10 - \$40 /Rider



## SUSTAINABILITY

100% Electric Services



## JOB CREATION AND QUALITY CONTROL

W2 Local Workforce



## CONTROL AND DATA

Employee Drivers, Fleet & Rider Demand Management



# Riders Love It

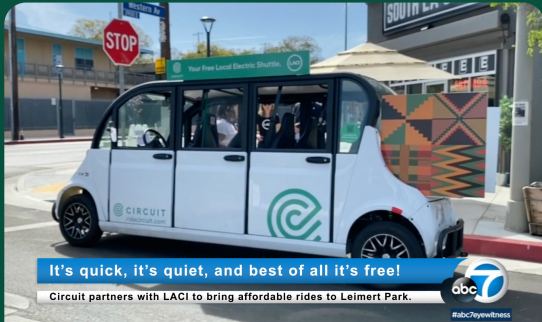
- 01 Free and fun experience creates demand
- 02 73% repeat riders
- 03 Friendly, W2, local drivers
- 04 Multiple cars reduce wait times
- 05 Safe, hygienic, professionally managed

More Riders = Lower Cost Per Rider



# Partnering with Cities & Properties

## Transportation Customers — Public & Private



Smarter, greener,  
cheaper than  
traditional options.



Combating congestion,  
connecting with transit,  
reducing VMTs and GHGs.



First-mile/last-mile  
connections.

# Optional Revenue Share Programs

Reduce costs with fares and advertising



Nominal fares keep service accessible to all



Award winning OOH media campaigns



Support local businesses with local advertising

# Cost-Effective

Lower hourly and per rider costs

## HOW TO MEASURE TRANSIT COSTS

$$\text{Cost Per Rider (CPR)} = \frac{\text{Total Cost of Transit System} - \text{Revenue from Fares \& Ads}}{\text{Total Number of Riders}}$$



High demand = lower cost per rider.  
Circuit's given over **6M rides!**



Hollywood replaced 3 buses  
with 10 Circuit cars.

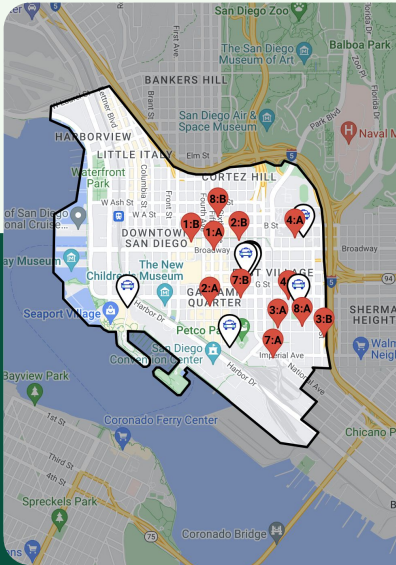
**30%** total cost reduction  
**80%+** cost per rider reduction



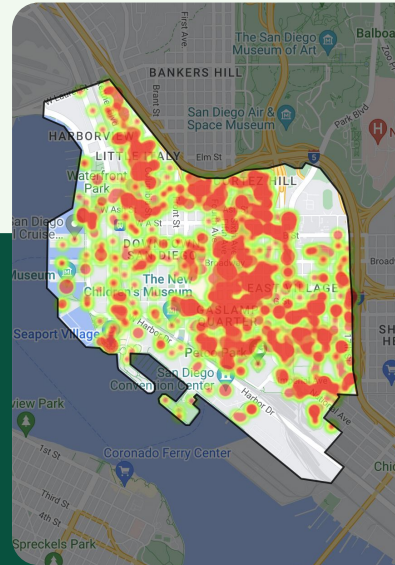
Other microtransit CPR = \$20+ (with fare)  
Circuit pompano CPR = ~\$2 (with \$0 fare)

# Real-Time Data

Adjusting fleets, drivers, and hotspots on-demand



Real-time dashboard



Heat mapping rider activity

# Flexibility is Key

## FREE vs. PAID RIDES

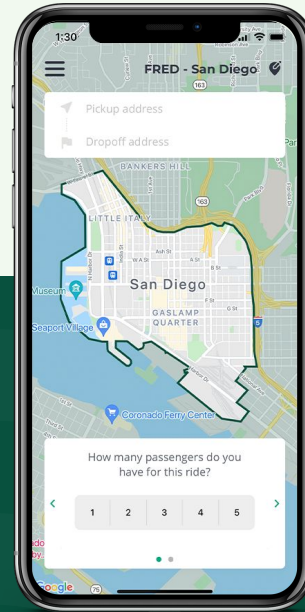
Historically, Circuit operates as a fare-free service. Fares are available, to reduce costs, there are flexible options too:

- Balancing fares based on ridership
- Dynamic pricing based on location and hours
- Discount codes for free or discounted fares

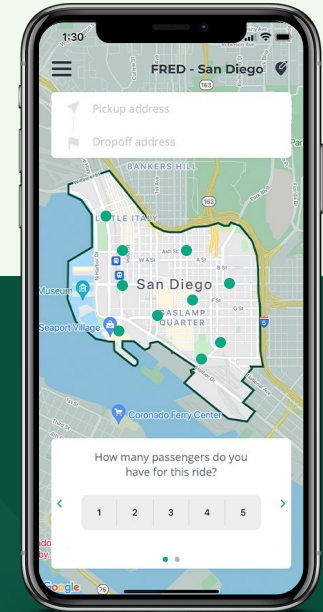
## SERVICE AREA vs. FIXED STOP

Circuit's rider app uses geofencing technology to design service areas in which riders can move within.

However, it's possible to set fixed stops throughout a service area. Riders must be at an exact location to request a ride (DRT).



Geofenced



Fixed Stop

# Flexibility is Key

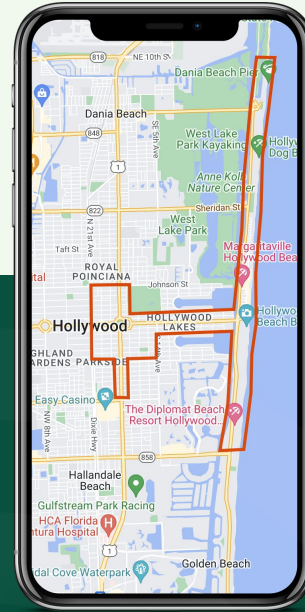
## ADJUSTABLE SERVICE AREA

Circuit's technology allows for flexible areas of service which can be designed as requested, with the ability to change on the fly.

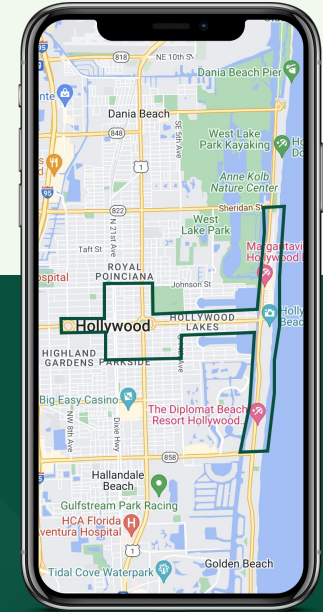
## ADJUSTABLE SERVICE HOURS

Circuit has the ability to scale service hours based on demand, and determine the optimal number of cars needed.

- More hours decrease cost/car/service hour
- Fewer hours decrease total cost
- Hours adjustable by day, week and time of year



Original



Updated

# Electric Vehicle Options

ADA Options Available

---

Lithium Batteries

---

All-weather options available

---

Aftermarket improvements include build-outs, interior iPads, Photobooths, etc.



## GEMs

(GEM E6 - 2021 and Newer - Made in USA)  
5 passengers  
80+ Miles per charge  
ADA configurations  
Branding opportunities



## Sedans

(Tesla, Kia, Hyundai, etc.)  
4 passengers  
200+ Miles per charge  
Branding opportunities



## Vans

Van 8-15 passengers  
150+ Miles per charge  
ADA configurations  
Branding opportunities



# Success on the Streets

## What the press is saying about Circuit

**FAST COMPANY**  
12-23-19 | WORLD CHANGING IDEAS

### How this electric vehicle ride-share company won the trust of cities without 'disrupting' them

Circuit's fleet of 140 electric cars across the U.S. caters to commuters and mall-goers while employing 150 full-time workers—and getting paid by cities.



**HOLLYWOOD**  
CONNECTING YOUR COMMUNITY SINCE 2001 *Journal*

### Hollywood New Sun Shuttle Exceeds City's Expectations

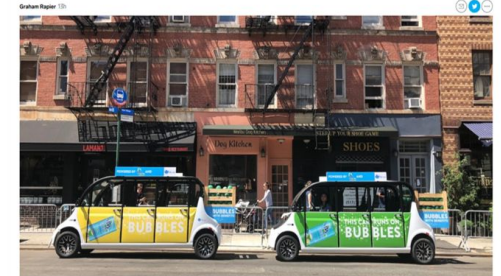
By David Vale - October 18, 2019 623 2



**BUSINESS INSIDER**

TECH | FINANCE | POLITICS | STRATEGY | LIFE | ALL

### Evidence is mounting that Uber and Lyft increase traffic congestion. But one startup thinks it has found a way to help — and it's already turning a profit.



# National Operations

## New Jersey

- Asbury Park
- Belmar Beach

## South Florida

- Ft. Lauderdale
- Hollywood
- Lauderdale-by-the-Sea
- Miami
- Palm Beach/West Palm Beach
- Pompano Beach
- West Palm Beach
- Boca Raton

## Washington, D.C.

## Massachusetts

- Boston
- Plymouth

## New York

- East Hampton
- Montauk
- New Rochelle
- Southampton
- Williamsburg

## Texas

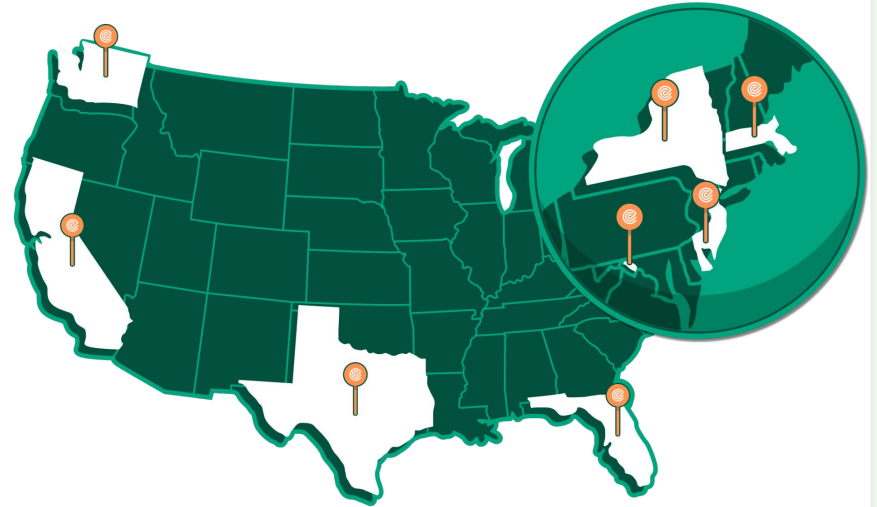
- Austin
- Dallas
- Houston
- West Dallas

## Washington

- Bellevue

## California

- Culver City
- Chula Vista
- Huntington Beach
- Inglewood
- Leimert Park
- Marina Del Rey
- Newport Beach
- Oceanside
- San Diego
- Santa Monica
- Venice



Where to next?

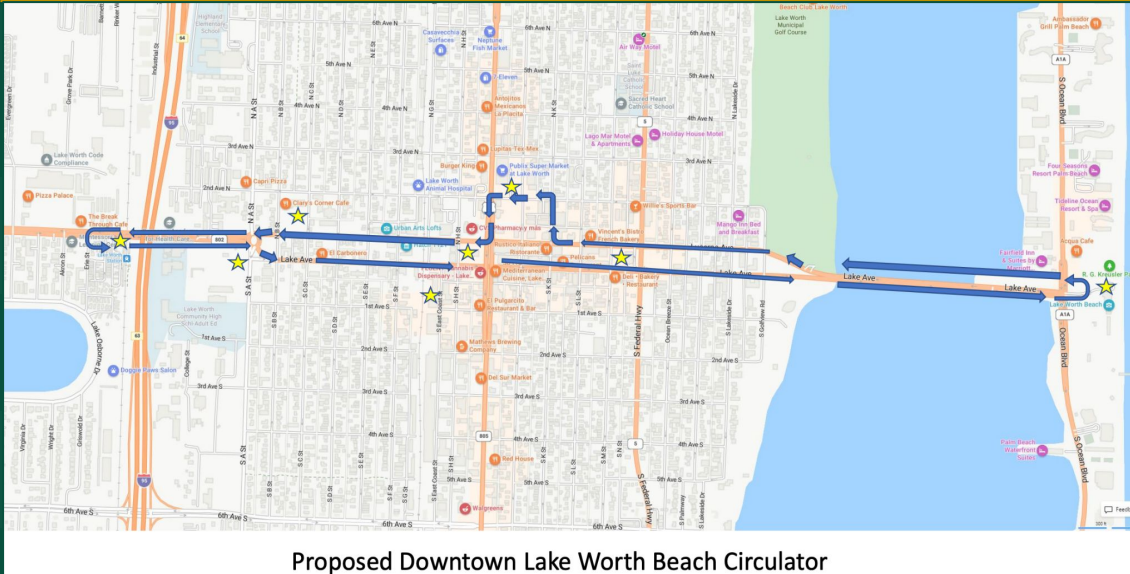
# Dedicated Electric Shuttle Service for Lake Worth Beach



# Option 1

## (2) Fixed Route, Smart Stop E-Transit Vans

### Circuit Fixed Route Coverage Area Phase 1



- 100% electric, **fixed route smart stop shuttle** connecting Lake Worth residents, commuters and visitors to Lake and Lucerne Aves and the beach, from the Lake Worth transit station / parking lot
- Destinations are restricted to fixed route smart stops on Lake and Lucerne Aves
- Two Ford E Transit EV Van
  - Each route is 4.22 miles equaling a 45 minute round trip including vehicle load times, resulting in 22 minute headways
- Phase 1 includes Peak and Off Peak service schedules (see next slide)
- The fixed route circulator saves 14.3 Metric Tons of GHG Emissions from entering the atmosphere annually due to 1609.2 gallons of gas not being consumed through the 19310.7 EV vehicle miles traveled by Lake Worth Circuit riders

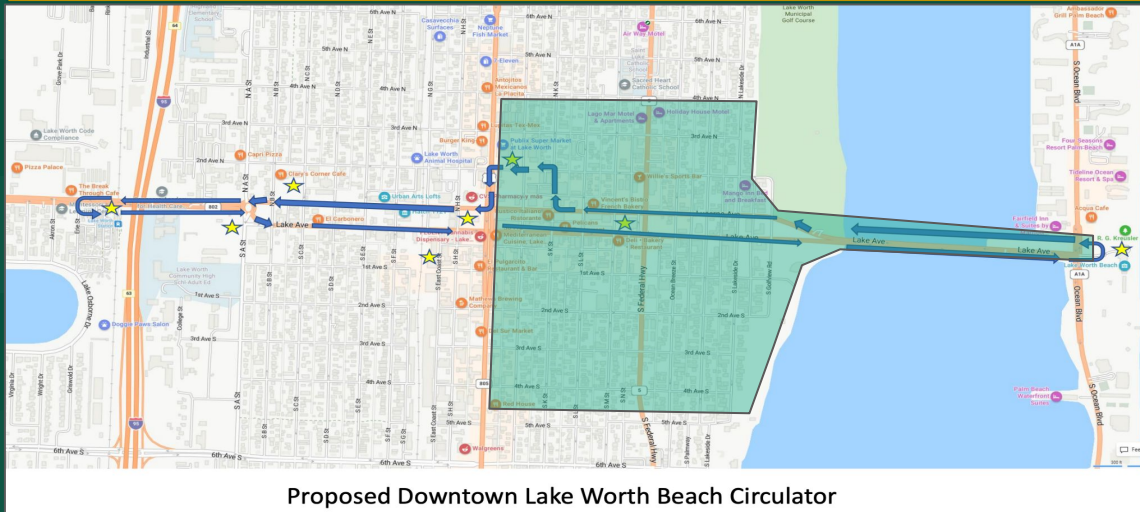
# Option 1 Fixed Route EV Turn-Key Service Costs

	Peak & Shoulder	Low Season	Notes
Vehicles	2	2	
Type of Vehicle	Ford EV Vans	Ford EV Vans	
Months	8	4	
Weekly Hours of Operation	66	43	<b>Peak &amp; Shoulder Months (8):</b> Mon-Weds 11am-7pm Thurs-Fri 11am-10pm Sat 10am-10pm Sun 11am-7pm  <b>Summer Months (4)</b> Mon-Weds Closed Thurs-Fri 11am-10pm Sat 10am-10pm Sun 1am-7pm
Cost/Car/Month	\$12,984	\$10,704	Assumes that parking/charging is covered by Lake Worth
Total Cost	\$207,748	\$85,630	
Potential Fare Revenue	\$ (0)	\$ (0)	Assumes \$0 Fare
Potential Ad Revenue	(\$14,400)	(\$6000)	Estimate discount from ad rev share, Circuit could offer a guaranteed reduction for ad sales
<b>Net Cost</b>	<b>\$ 193,348</b>	<b>\$ 79,630</b>	

# Option 2

## (2) Fixed Route, Smart Stop E-Transit Vans

### Circuit Fixed + On Demand Coverage Area Phase 1



Proposed Downtown Lake Worth Beach Circulator

- (1) 100% electric, **fixed route smart stop shuttle** connecting Lake Worth residents, commuters and visitors to Lake and Lucerne Aves and the beach, from the Lake Worth transit station / parking lot
- (2) 100% electric, **geofenced on-demand shuttles** connecting Lake Worth residents, commuters and visitors to the Lake Worth transit stop, the beach and between 4th Ave N and 6th Ave S
- Coverage area is expanded to compliment on-demand travel via existing transit and the beach
- A 6 month, 3 vehicle pilot designed to understand travel patterns to determine the best on-demand coverage zone
- Option to include a \$2-\$3 fare for riders

# Option 2 - 1 Fixed Route Van & 2 On-Demand NEVs

	6 Month Pilot	Notes
Vehicles	3	
Type of Vehicle	1 Ford eTransit Van & 2 GEM NEVs	
Months	6	
Weekly Hours of Operation	60 Van 70 GEMs	<b>Six (6) Month Pilot:</b> Van loop Mon-Sat 8am-6pm On Demand GEMs Sun - Thurs 10am - 8pm Fri, Sat 10am -10pm
Cost/Car/Month	\$12,355 Van \$9,891 GEMs	<b>Assumes that parking/charging is covered by Lake Worth Beach</b>
Total Cost	\$192,824	
Potential Fare Revenue	TBD	Assumes \$2-3 Fare, with a conservative 3 riders per hour estimate
Potential Ad Revenue	(\$15,300)	Estimate discount from ad rev share, Circuit could offer a guaranteed reduction for ad sales
<b>Net Cost</b>	<b>\$ 177,524</b>	

# A Big Impact for Everyone



## The Environment

- 6m rides, 0 gallons of gas used
- EV adoption
- Promoting mass transit
- Reducing congestion and GHG emissions
- Transportation is responsible for 1/3 of GHG emissions - EPA



## Communities

- Job creation - W2, paid, trained employees
- Promoting local businesses
- Data for planning
- Low-cost options for cities
- \$1 invested in Public Transportation results in a \$5 return in economic activity - APTA



## Access & Mobility

- Little or no cost to ride
- Connections for commuters in disadvantaged neighborhoods
- ADA options available
- Access for unbanked users
- Shared rides, fewer SOVs



# Case Studies

## SAN DIEGO, CA

Circuit won an RFP for a full service circulator program. [More Here](#)

### GOALS

Increase **mobility downtown**, reduce **carbon emissions**, and help **connect to local transit hubs**.

### RESULTS

- 260k+ annual riders
- 600+ daily riders
- 35+ jobs created
- 96.3 metric tons = CO2 emissions saved Yr 1
- 100% demand for rides: user adoption success

## HOLLYWOOD, FL

"Sun Shuttle Exceeds Expectations" - Hollywood Gazette. [More Here](#)

### GOALS

Exceed ridership numbers of the **Hollywood Trolley**, and provide a convenient **service for locals & visitors**.

### RESULTS

- 13,000+ riders per month
- Replaced the Trolley, saving the city money
- 22+ jobs were created
- Success of the program led to more shuttles being added to the area

## NEW ROCHELLE, NY

The success of Circuit's New Rochelle service turned the pilot into a full contract. [More Here](#)

### GOALS

Help with **parking issues** at the train station for commuters, and make **connections to mass transit**.

### RESULTS

- 9,000+ riders in the first 3 months
- 33% of riders use Circuit to connect to the train/bus\*
- 24% of riders use Circuit to avoid parking issues\*
- "One of the city's 'Smartest' investments to date..."  
- [National League of Cities](#)

# Awards and Recognition

## AFFILIATIONS



## AWARDS



## 2020 RIDE HAILING COMPANY OF THE YEAR



BUSINESS INSIDER

Forbes

The New York Times



- Tech Breakthrough Awards



# Ready to drive your city forward?

→ See what we're  
up to on social  
[@ride\\_circuit](#)

→ Connect with our  
Sales Team & get started  
[transportation@ridecircuit.com](mailto:transportation@ridecircuit.com)

→ Visit us  
[ridecircuit.com](http://ridecircuit.com)



# STAFF REPORT REGULAR MEETING

**AGENDA DATE:** January 16, 2024

**DEPARTMENT:** Human Resources

**TITLE:**

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

**SUMMARY:**

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

**BACKGROUND AND JUSTIFICATION:**

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

**MOTION:**

Move to approve/disapprove Ordinance 2024-01 on first reading and set the second reading and public hearing for February 6, 2024.

**ATTACHMENT(S):**

Ordinance 2024-01  
Actuarial Impact Letter

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

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

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

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

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

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

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

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

[...]

(c) DROP plan features.

[...]

(3) During a participant's participation in the DROP, the participant's monthly retirement benefit will be paid into the DROP account. Effective January 1,

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

**SECTION 2.** Severability. That if any word, phrase, clause, subsection or section of this ordinance for any reason be held unconstitutional or invalid, the invalidity thereof shall not affect the validity of any remaining portions of this ordinance.

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

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

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

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

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

The Mayor thereupon declared this ordinance duly passed on first reading on the \_\_\_\_\_ day of \_\_\_\_\_, 2024.

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

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

The Mayor thereupon declared this ordinance duly passed on the \_\_\_\_ day of \_\_\_\_\_, 2024.

LAKE WORTH BEACH CITY COMMISSION

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

ATTEST:

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



April 13, 2023

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

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

Dear Scott:

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

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

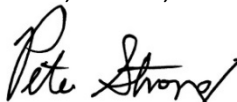
In our opinion, this change will not have an actuarial impact on the cost of the Plan for prefunding purposes, since the DROP interest crediting rate is not explicitly reflected. However, actuarial gains or losses will occur when the actual DROP interest crediting rate differs from the actual rate of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

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

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

We welcome your questions and comments.

Respectfully submitted,  
Gabriel, Roeder, Smith & Company

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

cc: Kenneth R. Harrison

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



# STAFF REPORT REGULAR MEETING

**AGENDA DATE:** January 16, 2024

**DEPARTMENT:** Community Sustainability

**TITLE:**

Consideration of a proposed plat "Cloisters III" for the properties at 508, 510, and 530 South Federal Highway, commonly known as the Cloisters project

**SUMMARY:**

The proposed plat will accommodate townhomes in 15 fee-simple lots. The plat also proposes a common area tract and establishes a limited access easement. Additional utility easements will be recorded separately and required prior to the issuance of building permits.

**BACKGROUND AND JUSTIFICATION:**

The subject project received Planning and Zoning Board (PZB) approval for a Major Site Plan Amendment and Sustainable Bonus Program Incentive Program to construct 15 townhome units as Phase IV of the Cloisters project (PZ #18-001400014) on July 17, 2019. Subsequently, time extensions have been issued that extend the approval to July 28, 2024.

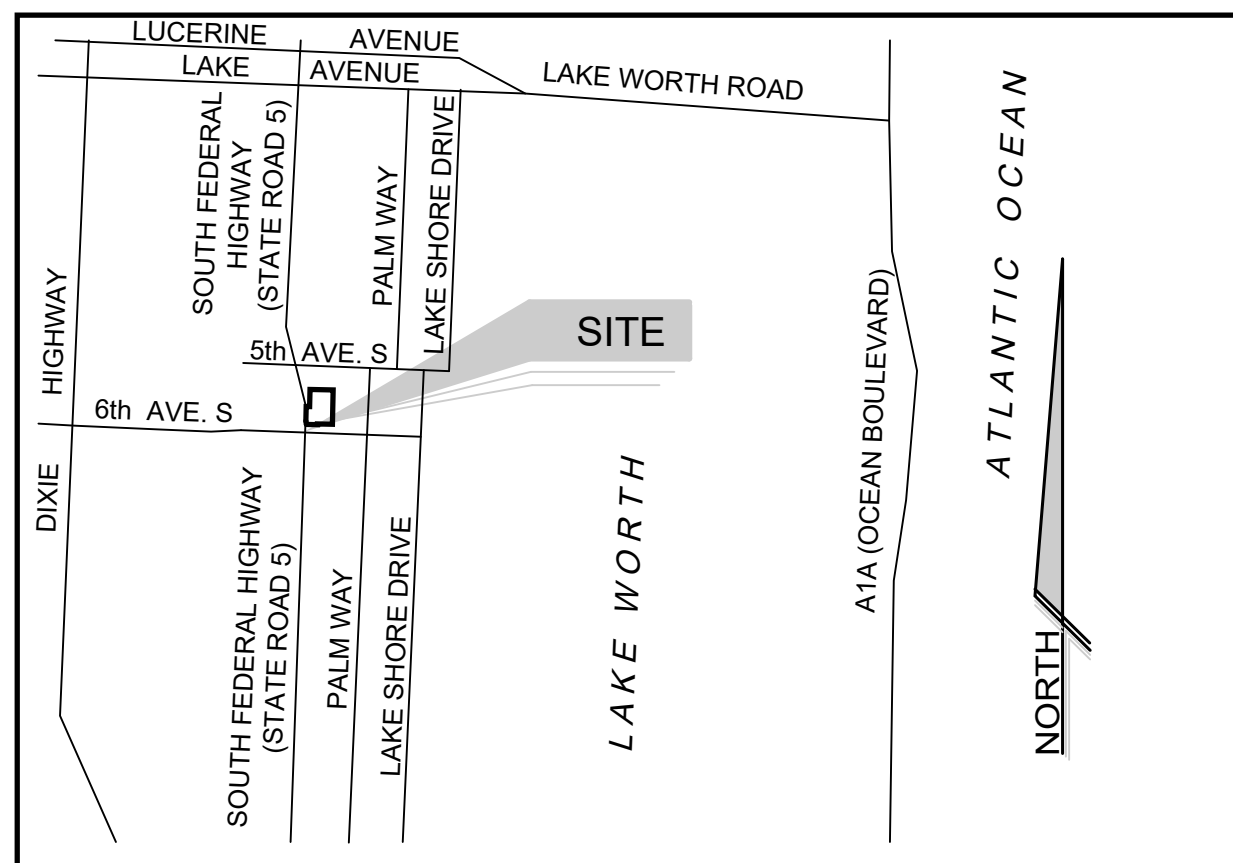
At its meeting of December 6, 2023, the Planning and Zoning Board (PZB) reviewed the proposed plat and provided a recommendation of approval including all conditions as included in the PZB Staff Report. Prior to submission to the PZB, the proposed plat was reviewed by the Site Plan Review Committee, including both the Electric Utility and Water/Sewer Utility as well as Public Works. The City Attorney's Office also reviewed the proposed plat. Additional utility easements will be recorded separately and required prior to the issuance of building permits.

**MOTION:**

Move to approve/disapprove the proposed plat "Cloisters III".

**ATTACHMENT(S):**

Proposed Plat  
PZB Staff Report  
Survey  
Letter of Conformity



# CLOISTERS AT LAKE WORTH PLAT THREE

BEING A REPLAT OF LOTS 7 - 8, BLOCK 3, THE PALM BEACH FARMS COMPANY PLAT NO. 4,  
PLAT BOOK 5, PAGE 6 THROUGH 9,  
TOGETHER WITH

A REPLAT OF LOTS 37-42 AND A PORTION OF TRACT "E", CLOISTERS AT LAKE WORTH PLAT  
TWO, PLAT BOOK 109, PAGES 114 THROUGH 116, ALL IN THE PUBLIC RECORDS OF PALM  
BEACH COUNTY, FLORIDA. BEING IN SECTION 27, TOWNSHIP 44 SOUTH, RANGE 43 EAST, CITY  
OF LAKE WORTH BEACH, PALM BEACH COUNTY, FLORIDA

AND  
A PORTION OF ABANDONED "O" STREET,  
RECORDED IN OFFICIAL RECORDS BOOK 13027, PAGE 911.

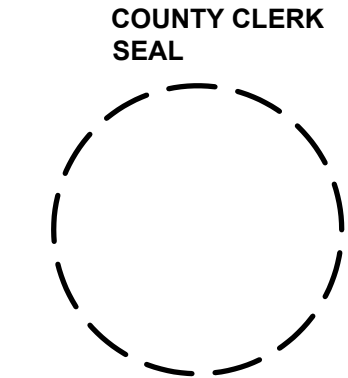
PREPARED BY  
MICHAEL J. MILLER  
OF  
MILLER LAND SURVEYING  
1121 LAKE AVENUE  
LAKE WORTH BEACH, FLORIDA 33460  
TELEPHONE (561) 586-2669  
NOVEMBER 2023

STATE OF FLORIDA  
COUNTY OF PALM BEACH

THIS PLAT WAS FILED FOR  
RECORD AT \_\_\_\_\_ M. THIS  
DAY OF \_\_\_\_\_  
20\_\_\_\_ AND DULY RECORDED  
IN PLAT BOOK \_\_\_\_\_ PAGE \_\_\_\_\_

JOSEPH ABRUZZO  
CLERK & COMPTROLLER  
PALM BEACH COUNTY

BY: \_\_\_\_\_  
DEPUTY CLERK



**DEDICATION AND RESERVATION**

**KNOW ALL MEN BY THESE PRESENTS** THAT CLOISTERS VENTURES LLC, OWNERS OF THE LANDS SHOWN HEREON BEING IN SECTION 27, TOWNSHIP 44 SOUTH, RANGE 43 EAST, CITY OF LAKE WORTH BEACH, FLORIDA, SHOWN HEREON AS AS "CLOISTERS AT LAKE WORTH PLAT THREE" BEING DESCRIBED AS FOLLOWS:

LOTS 7 AND 8, BLOCK 3, THE PALM BEACH FARMS COMPANY PLAT NO. 4, ADDITION NO. 1, TOWN OF LAKE WORTH, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 5, PAGE 6, A PORTION OF CLOISTERS AT LAKE WORTH PLAT TWO, RECORDED IN PLAT BOOK 109, PAGE 114, AND A PORTION OF ABANDONED "O" STREET, RECORDED IN OFFICIAL RECORD BOOK 13027, PAGE 911, ALL IN THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEAST CORNER OF LOT 9, BLOCK 3, SAID PALM BEACH FARMS COMPANY PLAT NO. 4; THENCE S 01°17'26" W, ALONG THE SOUTHERLY PROLONGATION OF THE EAST LINE OF LOT 9 AND THE WEST LINE OF THE 10 FOOT WIDE ALLEY RIGHT OF WAY SAID THE PALM BEACH FARMS COMPANY PLAT NO. 4, ADDITION NO. 1, TOWN OF LAKE WORTH, A DISTANCE OF 200.00 FEET TO THE NORTH LINE OF TRACT "A", CLOISTERS AT LAKE WORTH, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 108, PAGE 129, SAID PUBLIC RECORDS; THENCE N 88°42'34" W, ALONG SAID NORTH LINE, A DISTANCE OF 87.00 FEET; THENCE S 01°17'26" W, A DISTANCE OF 4.66 FEET; THENCE N 88°42'34" W, A DISTANCE OF 64.48 FEET TO THE POINT OF CURVATURE OF A CURVE, CONCAVE TO THE SOUTHWEST, HAVING FOR ITS ELEMENTS A RADIAL BEARING OF S 81°38'55" W, A RADIUS OF 1,166.28 FEET, A CENTRAL ANGLE OF 00°59'03", AND THE EAST RIGHT-OF-WAY LINE OF SOUTH FEDERAL HIGHWAY, ALSO BEING THE WEST LINE OF SAID PLAT CLOISTERS AT LAKE WORTH PLAT TWO; THENCE NORTHERLY, ALONG THE ARC OF SAID CURVE, A DISTANCE OF 20.03 FEET; THENCE N 01°17'26" E, ALONG SAID WEST LINE OF CLOISTERS AT LAKE WORTH PLAT TWO, A DISTANCE OF 84.94 FEET TO THE NORTHWEST CORNER OF CLOISTERS AT LAKE WORTH PLAT TWO; THENCE N 88°42'34" W, ALONG THE WESTERLY PROLONGATION OF THE NORTH LINE OF CLOISTERS AT LAKE WORTH PLAT TWO, A DISTANCE OF 14.07 FEET TO A POINT OF CURVATURE ON A CURVE CONCAVE TO THE SOUTHWEST, HAVING FOR ITS ELEMENTS A RADIAL BEARING OF S 76°27'00", A RADIUS OF 1171.28 FEET, A CENTRAL ANGLE OF 01°05'35", AND SAID EAST RIGHT OF WAY LINE OF SOUTH FEDERAL HIGHWAY AS LAID OUT AND CURRENTLY IN USE; THENCE NORTHERLY ALONG THE ARC OF SAID CURVE AND SAID EAST RIGHT-OF-WAY LINE, FOR A DISTANCE OF 22.34 FEET; THENCE N 01°17'26" E, ALONG THE WEST LINE OF SAID ABANDONED "O" STREET, A DISTANCE OF 78.46 FEET TO A POINT ON THE WESTERLY PROLONGATION OF THE SOUTH LINE OF SAID LOT 9, BLOCK 3; THENCE S 88°42'34" E, ALONG THE WESTERLY PROLONGATION AND THE SOUTH LINE OF SAID LOT 9, BLOCK 3, A DISTANCE OF 175.00 FEET TO THE POINT OF BEGINNING.

CONTAINING 33,217 SQUARE FEET (0.7626 ACRES).

HAVE CAUSED THE SAME TO BE SURVEYED AND PLATTED AS SHOWN HEREON, AND DO HEREBY DEDICATE AS FOLLOWS:

1.) TRACT F, AS SHOWN HEREON IS HEREBY DEDICATED TO THE CLOISTERS AT LAKE WORTH, INC, A FLORIDA CORPORATION NOT FOR PROFIT, ITS SUCCESSORS AND/OR ASSIGNS, SERVING ALL LOTS FOR INGRESS, EGRESS, UTILITIES, DRAINAGE AND OTHER PURPOSES NOT INCONSISTENT WITH THE CITY OF LAKE WORTH BEACH ZONING ORDINANCES, AND IS THE PERPETUAL MAINTENANCE OBLIGATION OF SAID CORPORATION, ITS SUCCESSORS AND/OR ASSIGNS, WITHOUT RECOURSE TO THE CITY OF LAKE WORTH BEACH, FLORIDA.

2.) LIMITED ACCESS EASEMENT, AS SHOWN HEREON IS HEREBY DEDICATED TO THE BOARD OF COUNTY COMMISSIONERS OF PALM BEACH COUNTY, FLORIDA, FOR THE PURPOSE OF CONTROL AND JURISDICTION OVER ACCESS RIGHTS.

**IN WITNESS WHEREOF**, THE ABOVE-NAMED LIMITED LIABILITY COMPANY HAS CAUSED THESE PRESENTS TO BE SIGNED BY ITS MANAGING MEMBER AND ITS CORPORATE SEAL TO BE AFFIXED HERETO BY AND WITH THE AUTHORITY OF ITS BOARD OF DIRECTORS, THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2023.

WITNESS: \_\_\_\_\_  
(PRINT): \_\_\_\_\_

WITNESS: \_\_\_\_\_  
(PRINT): \_\_\_\_\_

**ACCEPTANCE OF DEDICATION**

STATE OF FLORIDA  
COUNTY OF PALM BEACH

CLOISTERS VENTURES LLC, A FLORIDA CORPORATION, NOT FOR PROFIT, HEREBY ACCEPTS THE DEDICATIONS OR RESERVATIONS TO SAID ASSOCIATION AS STATED AND SHOWN HEREON, AND HEREBY ACCEPTS THE DEDICATIONS OR RESERVATIONS TO SAID ASSOCIATION AS STATED HERON.

CLOISTERS VENTURES LLC  
A FLORIDA CORPORATION, NOT FOR PROFIT

WITNESS: \_\_\_\_\_ BY: \_\_\_\_\_  
(PRINT): \_\_\_\_\_ PRESIDENT  
WITNESS: \_\_\_\_\_  
(PRINT): \_\_\_\_\_

**ACCEPTANCE OF DEDICATION**

STATE OF FLORIDA  
COUNTY OF PALM BEACH

THE CLOISTERS AT LAKE WORTH INC., A FLORIDA CORPORATION, NOT FOR PROFIT, HEREBY ACCEPTS THE DEDICATIONS OR RESERVATIONS TO SAID ASSOCIATION AS STATED AND SHOWN HEREON, AND HEREBY ACCEPTS THE DEDICATIONS OR RESERVATIONS TO SAID ASSOCIATION AS STATED HERON.

THE CLOISTERS AT LAKE WORTH INC.  
A FLORIDA CORPORATION, NOT FOR PROFIT

WITNESS: \_\_\_\_\_ BY: \_\_\_\_\_  
(PRINT): \_\_\_\_\_ PRESIDENT  
WITNESS: \_\_\_\_\_  
(PRINT): \_\_\_\_\_

**ACKNOWLEDGEMENT:**

STATE OF FLORIDA  
COUNTY OF PALM BEACH

BEFORE ME PERSONALLY APPEARED GARY LEE, WHO IS PERSONALLY KNOWN TO ME OR HAVE PRODUCED \_\_\_\_\_ AND \_\_\_\_\_, RESPECTIVELY AS IDENTIFICATION, AND WHO EXECUTED THE FOREGOING INSTRUMENT AS PRESIDENT OF THE CLOISTERS VENTURES LLC, A FLORIDA CORPORATION, NOT FOR PROFIT, AND SEVERALLY ACKNOWLEDGED TO AND BEFORE ME THAT THEY EXECUTED SAID INSTRUMENT AS SUCH OFFICER OF SAID CORPORATION, AND THAT THE SEAL AFFIXED TO THE FOREGOING INSTRUMENT IS THE CORPORATE SEAL OF SAID CORPORATION AND THAT IT WAS AFFIXED TO SAID INSTRUMENT BY DUE AND REGULAR CORPORATE AUTHORITY.

WITNESS MY HAND AND OFFICIAL SEAL THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2023

MY COMMISSION EXPIRES: NOTARY PUBLIC: \_\_\_\_\_  
NAME: \_\_\_\_\_  
COMMISSION NO. \_\_\_\_\_

**TITLE CERTIFICATION**

STATE OF FLORIDA  
COUNTY OF PALM BEACH

I, JUAN E. RODRIGUEZ, A DULY LICENSED ATTORNEY IN THE STATE OF FLORIDA, DO HEREBY CERTIFY THAT I HAVE EXAMINED THE TITLE TO THE HEREON DESCRIBED PROPERTY; THAT I FIND THE TITLE TO THE PROPERTY IS VESTED TO CLOISTERS VENTURES, LLC.; THAT THE CURRENT TAXES HAVE BEEN PAID; THAT THERE ARE NO MORTGAGES OF RECORD; AND THAT THERE ARE ENCUMBRANCES OF RECORD BUT THOSE ENCUMBRANCES DO NOT PROHIBIT THE CREATION OF THE SUBDIVISION DEPICTED BY THIS PLAT.

DATED: \_\_\_\_\_

JUAN E. RODRIGUEZ  
ATTORNEY-AT-LAW LICENSED IN FLORIDA

**SURVEYOR'S CERTIFICATE**

THIS IS TO CERTIFY THAT THE PLAT SHOWN HEREON IS A TRUE AND CORRECT REPRESENTATION OF A SURVEY MADE UNDER MY RESPONSIBLE DIRECTION AND SUPERVISION; THAT SAID SURVEY IS ACCURATE TO THE BEST OF MY KNOWLEDGE AND BELIEF; THAT PERMANENT REFERENCE MONUMENTS ("P.R.M.S") AND MONUMENTS ACCORDING TO SECTION 177.091 (9) HAVE BEEN PLACED AS REQUIRED BY LAW, AND FURTHER, THAT THE SURVEY AND PLAT DATA COMPLIES WITH ALL THE REQUIREMENTS OF CHAPTER 177 FLORIDA STATUTES, AS AMENDED, AND ORDINANCES OF THE CITY OF LAKE WORTH BEACH, FLORIDA.

MICHAEL J. MILLER, LICENSE NO. 4034  
STATE OF FLORIDA

DATE: \_\_\_\_\_

**PREPARING SURVEYOR & MAPPER'S STATEMENT**

THIS INSTRUMENT WAS PREPARED BY MICHAEL J. MILLER, P.S.M. 4034 IN THE OFFICE OF MILLER LAND SURVEYING, 1121 LAKE AVE., LAKE WORTH BEACH, FL 33460.

**REVIEWING SURVEYOR'S STATEMENT**

THIS PLAT HAS BEEN REVIEWED IN ACCORDANCE WITH CHAPTER 177.081, FLORIDA STATUTES. THIS REVIEW DOES NOT INCLUDE THE VERIFICATION OF GEOMETRIC DATA OR FIELD VERIFICATION OF THE PERMANENT REFERENCE MONUMENTS

PRINTED NAME: DAVID A. BOWER, PSM.  
STATE OF FLORIDA REGISTRATION NO. 5888

DATE: \_\_\_\_\_

**SURVEYOR'S NOTES:**

1. ALL BEARINGS SHOWN HEREON ARE REFERENCED TO GRID NORTH, FLORIDA STATE PLANE EAST. THE BASIS LINE IS THE WEST LINE OF THE 10 FOOT WIDE ALLEY LYING EAST OF AND ADJACENT TO THE SUBJECT PROPERTY, HAVING A GRID BEARING OF S 01°17'26"W.
2. ALL DISTANCES SHOWN ARE GROUND DISTANCES UNLESS OTHERWISE SHOWN. GRID DISTANCE = GROUND DISTANCE X SCALE FACTOR. SCALE FACTOR = 1.000051219251
3. NOTICE: THIS PLAT, AS RECORDED IN ITS GRAPHIC FORM IS THE OFFICIAL DEPICTION OF THE SUBDIVIDED LANDS DESCRIBED HEREIN AND WILL IN NO CIRCUMSTANCES BE SUPPLANTED IN AUTHORITY BY ANY OTHER GRAPHIC OR DIGITAL FORM OF THE PLAT. THERE MAY BE ADDITIONAL RESTRICTIONS THAT ARE NOT RECORDED ON THIS PLAT THAT MAY BE FOUND OF THE PUBLIC RECORDS OF PALM BEACH COUNTY.
4. THE CITY OF LAKE WORTH BEACH IS HEREBY GRANTED THE RIGHT OF ACCESS FOR EMERGENCY AND MAINTENANCE PURPOSES.
5. THERE SHALL BE NO BUILDINGS OR ANY KIND OF CONSTRUCTION PLACED ON WATER, SEWER OR DRAINAGE EASEMENTS. NO STRUCTURES SHALL BE PLACED WITHIN A HORIZONTAL DISTANCE OF 10 FEET FROM ANY EXISTING OR PROPOSED CITY OF LAKE WORTH BEACH MAINTAINED WATER, SEWER OR DRAINAGE FACILITIES. CONSTRUCTION OR LANDSCAPING UPON MAINTENANCE OR MAINTENANCE ACCESS EASEMENTS MUST BE IN CONFORMANCE WITH ALL BUILDING AND ZONING CODES AND/OR ORDINANCES OF THE CITY OF LAKE WORTH BEACH.
6. THERE SHALL BE NO TREES OR SHRUBS PLACED ON UTILITY EASEMENTS WHICH ARE PROVIDED FOR WATER AND SEWER USE OR UPON DRAINAGE EASEMENTS. LANDSCAPING ON OTHER UTILITY EASEMENTS SHALL BE ALLOWED ONLY AFTER CONSENT OF ALL THE UTILITY COMPANIES OCCUPYING SAME.
7. ALL RECORDING INFORMATION REFERS TO THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA.

**CITY APPROVAL:**

THIS PLAT OF CLOISTERS PLAT THREE AS APPROVED ON THE \_\_\_\_\_ DAY OF \_\_\_\_\_ A.D. 2023 BY THE CITY COMMISSION OF THE CITY OF LAKE WORTH BEACH, FLORIDA.

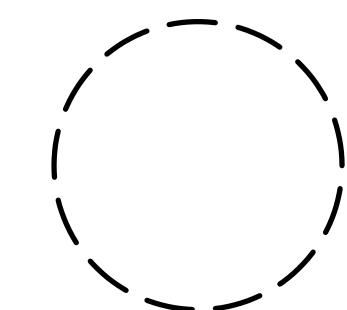
ATTEST: \_\_\_\_\_  
BETTY RESCH, MAYOR MELISSA COYNE, CITY CLERK  
AND REVIEWED, ACCEPTED, AND CERTIFIED BY:

CARMEN DAVIS  
CITY MANAGER

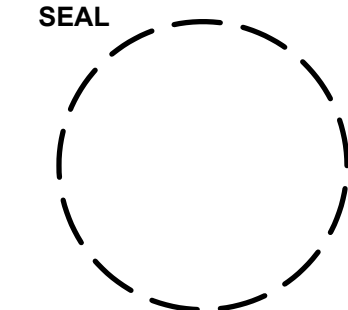
PLANNING & ZONING BOARD CHAIR

VAUGHN HAYDUK, P.E.  
CITY ENGINEER

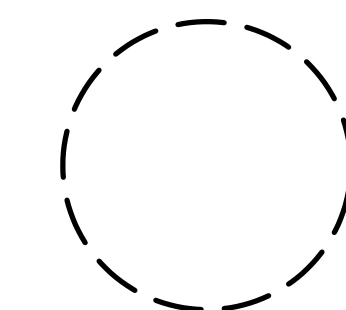
CLOISTERS VENTURES LLC  
SEAL



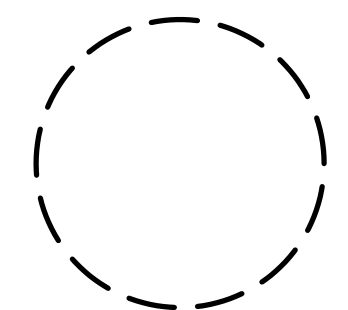
CLOISTERS VENTURES LLC  
NOTARY SEAL



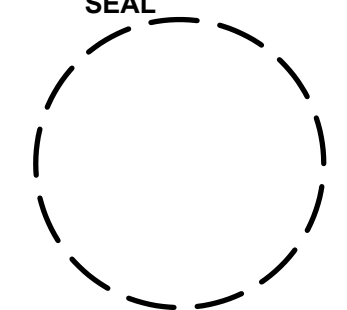
CITY OF LAKE WORTH BEACH  
SEAL



SURVEYOR'S  
SEAL



REVIEWING SURVEYOR'S  
SEAL



SCALE: NA	<b>MILLER LAND SURVEYING</b> 1121 LAKE AVENUE LAKE WORTH BEACH, FLORIDA 33460 PHONE: (561) 586-2669 - FAX: (561) 582-0151 WWW.MILLERSURVEYING.COM E-MAIL: MILLERSURVEYING@AOL.COM	JOB NO. Y210632
DRAWN BY: MJM		L - 2258
FIELD WK: M.M./B.M.		
DATE: NOVEMBER 2023		

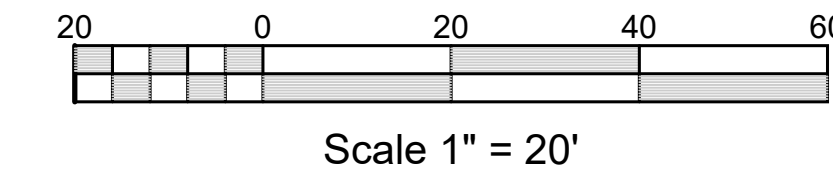
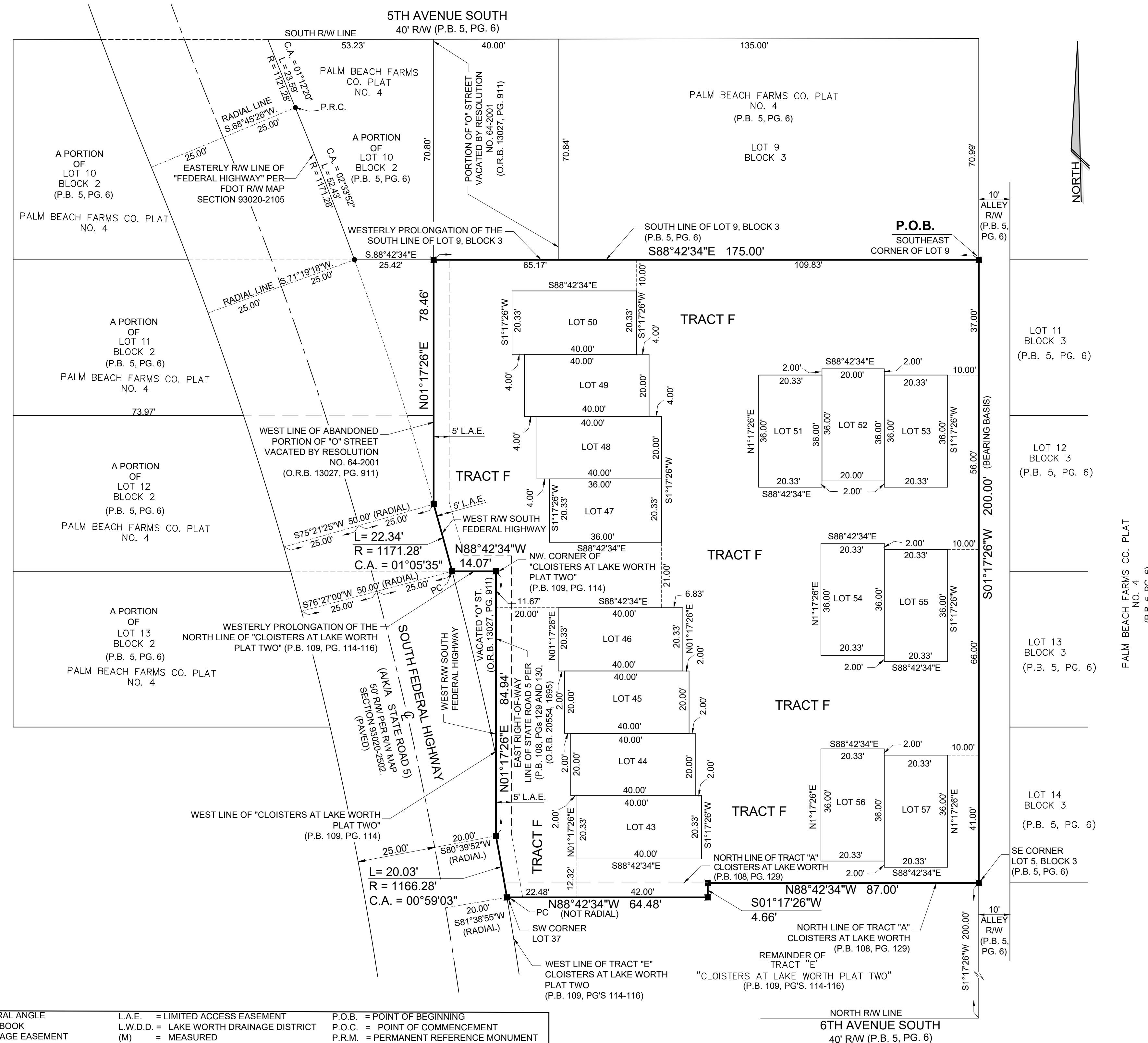
# CLOISTERS AT LAKE WORTH PLAT THREE

BEING A REPLAT OF LOTS 7 - 8, BLOCK 3, THE PALM BEACH FARMS COMPANY PLAT NO. 4,  
PLAT BOOK 5, PAGE 6 THROUGH 9,  
TOGETHER WITH

A REPLAT OF LOTS 37-42 AND A PORTION OF TRACT "E", CLOISTERS AT LAKE WORTH PLAT TWO, PLAT BOOK 109, PAGES 114 THROUGH 116, ALL IN THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA. BEING IN SECTION 27, TOWNSHIP 44 SOUTH, RANGE 43 EAST, CITY OF LAKE WORTH BEACH, PALM BEACH COUNTY, FLORIDA

AND  
A PORTION OF ABANDONED "O" STREET,  
RECORDED IN OFFICIAL RECORDS BOOK 13027, PAGE 911.

NOVEMBER 2023



NORTH

**LEGEND:**

	= SET P.C.P., "P.K." NAIL & DISC STAMPED "MLS" LB # 6838	C.A. = CENTRAL ANGLE	L.A.E. = LIMITED ACCESS EASEMENT	P.O.B. = POINT OF BEGINNING
	= SET PERMANENT REFERENCE MONUMENT (P.R.M.) 4" X 4" CONCRETE MONUMENT STAMPED "M.L.S., L.B.#6838"	D.B. = DEED BOOK	L.W.D.D. = LAKE WORTH DRAINAGE DISTRICT (M) = MEASURED	P.O.C. = POINT OF COMMENCEMENT
	= CENTERLINE	D.E. = DRAINAGE EASEMENT	O.R.B. = OFFICIAL RECORD BOOK	P.R.M. = PERMANENT REFERENCE MONUMENT
		EASE. = EASEMENT	P.B. = PLAT BOOK	R = RADIUS
		FD. = FOUND	P.B.C. = PALM BEACH COUNTY	R/W = RIGHT OF WAY
		F.D.O.T. = FL DEPT. OF TRANSPORTATION	P.G. = PAGE	U.E. = UTILITY EASEMENT
		L = ARC LENGTH	P.C.N. = PROPERTY CONTROL NUMBER	L.A.E. = LIMITED ACCESS EASEMENT

<p>PREPARING SURVEYOR &amp; MAPPER'S STATEMENT</p> <p>THIS INSTRUMENT WAS PREPARED BY MICHAEL J. MILLER, P.S.M. 4034 IN THE OFFICE OF MILLER LAND SURVEYING, 1121 LAKE AVE., LAKE WORTH BEACH, FL 33460</p>		<p>REF'S: 133/29 S81/30 O81/81 Z14/25 B87/77</p>
<p>SCALE: 1" = 20'</p> <p>DRAWN BY: M.J.M.</p> <p>FIELD WK: M.M./B.M.</p> <p>DATE: NOVEMBER 2023</p>	<p><b>MILLER LAND SURVEYING</b></p> <p>1121 LAKE AVENUE LAKE WORTH BEACH, FLORIDA 33460 PHONE: (561) 586-2669 - FAX: (561) 582-0151 WWW.MILLERSURVEYING.COM E-MAIL: MILLERSURVEYING@AOL.COM</p>	<p>PREV. JOB NOS. Y050594 SEE S-41,472 Y160599 Y180894</p> <p>JOB NO. Y210632</p> <p>L - 2258</p>

## PLANNING AND ZONING BOARD REPORT

**PZB Project Number 21-01100001**: Consideration of a final plat map application for the Cloisters Phase IV project, located at 508, 510, and 530 South Federal Highway. The subject site is located within the Mixed Use – Federal Highway (MU-FH) zoning district and has a future land use designation of Mixed Use – East (MU-E).

**Meeting Date:** December 6, 2023

**Property Owner:** CLOISTERS VENTURES LLC

**Applicant:** Daniel Ryan

**Addresses:** 508, 510, and 530 South Federal Highway

**PCNs:** 38-43-44-27-01-003-0080; 38-43-44-27-01-003-0070; 38-43-44-27-68-005-0000; 38-43-44-27-68-000-0400; 38-43-44-27-68-000-0390; 38-43-44-27-68 000-0380; 38-43-44-27-68-000-0370; 38-43-44-27-68 000-0410 and 38-43-44-27-68-000-0420

**Size:** +/- 0.7626 acres

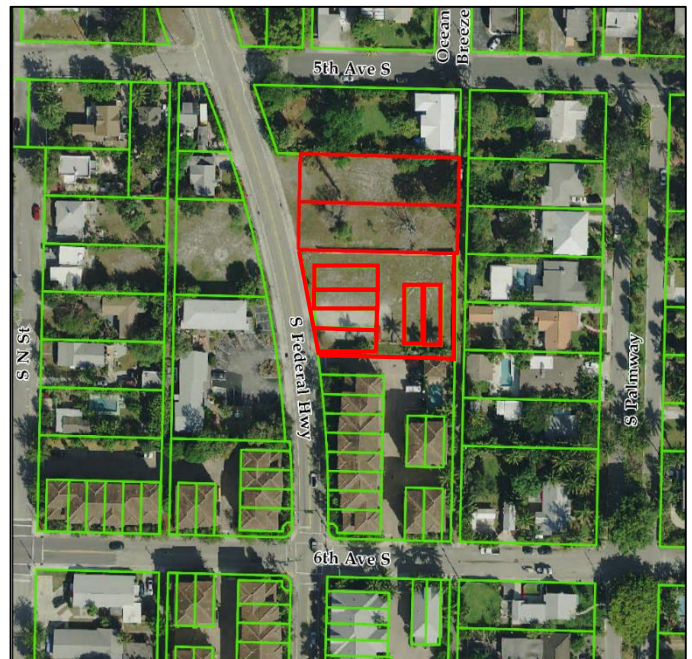
**General Location:** South of 5<sup>th</sup> Avenue South, between South Federal Highway and South Palmway

**Existing Land Use:** Vacant

**Future Land Use Designation:** Mixed Use – East (MU-E)

**Zoning District:** Mixed Use – Federal Highway (MU-FH)

Location Map



## RECOMMENDATION

The documentation and materials provided with the application request were reviewed for compliance with the applicable guidelines and standards found in the City of Lake Worth Beach Land Development Regulations (LDRs) and Florida Statutes. Staff recommends that the Planning and Zoning Board (PZB) forward a recommendation of approval with conditions to the City Commission. The conditions are located on pages 2 and 3 of this report.

## PROJECT DESCRIPTION AND HISTORY

The applicant, Daniel Ryan, is requesting a recommendation to the City Commission for approval of a final plat for the properties at 508, 510, and 530 South Federal Highway, commonly known as the Cloisters Phase IV project.

The subject project received Planning and Zoning Board (PZB) approval for a Major Site Plan Amendment and Sustainable Bonus Program Incentive Program to construct 15 townhome units as Phase IV of the Cloisters project (PZ #18-001400014) on July 17, 2019. Subsequently, time extensions have been issued that extend the approval to July 28, 2024.

The plat will accommodate the townhomes in 15 fee-simple lots. The plat also proposes a common area tract and establishes a limited access easement. Additional utility easements will be recorded separately and required prior to the issuance of building permits.

## PUBLIC COMMENT

Staff has not received any letters of support or opposition for this application.

## ANALYSIS

### Consistency with the Land Development Regulations

Plats are subject to the regulations and criteria in LDR Section 23.5-2, *Subdivision Regulations*. The City's Site Plan Review Team (SPRT), Director of Community Sustainability, and consultant surveyor have reviewed the final plat for compliance with the City's LDRs and Florida Statutes. Their conditions of approval are included in the section below.

## CONCLUSION AND CONDITIONS

The proposed plat, as conditioned, is consistent with the City's Land Development Regulations and Florida Statutes. Therefore, staff recommends that the PZB forward a recommendation of approval with conditions to the City Commission.

### Planning and Zoning

1. Prior to City Commission approval, all data/documentation required per LDR Section 23.5-2(h)(4) shall be provided.

### Utilities – Water & Sewer

1. Before the issuance of a Building permit, any required utility easements must be recorded.

### Utilities – Electric

1. Before or at the time of application for a Building Permit, Developer must provide the load calculation, voltage requirements and riser diagram. The location of the pad-mount transformers for the buildings shall be indicated. The transformer locations must be accessible to our vehicles, and must have 10-ft minimum clearance in front of them and 4-ft clearance to the side or rear, including landscaping. They also must not be under or inside a structure.
2. Before the issuance of a Building permit, a 10-ft wide utility easement shall be required for the underground electric, transformers and other equipment that will need to be installed to provide power to this project.
3. Before the issuance of a Building permit, the utility easement must be recorded.

4. Before the issuance of a Building permit, any other services that will be needed for the project such as irrigation, lift station, lighting, gates, etc., shall be indicated and where these services will be. The primary power line is to the east of the property and the electric service will be provided from this side.
5. Developer to show the location of the meter center on the site plan.
6. Developer will be responsible for installing their own lightning for the parking areas.
7. Developer will be responsible for the cost of Lake Worth Beach's materials and labor for this project.
8. Before the issuance of a Certificate of Occupancy (CO) a final electrical inspection must be done.

#### BOARD POTENTIAL MOTION:

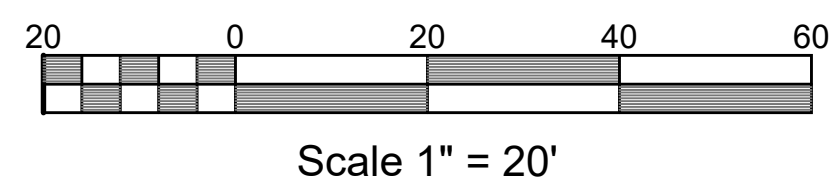
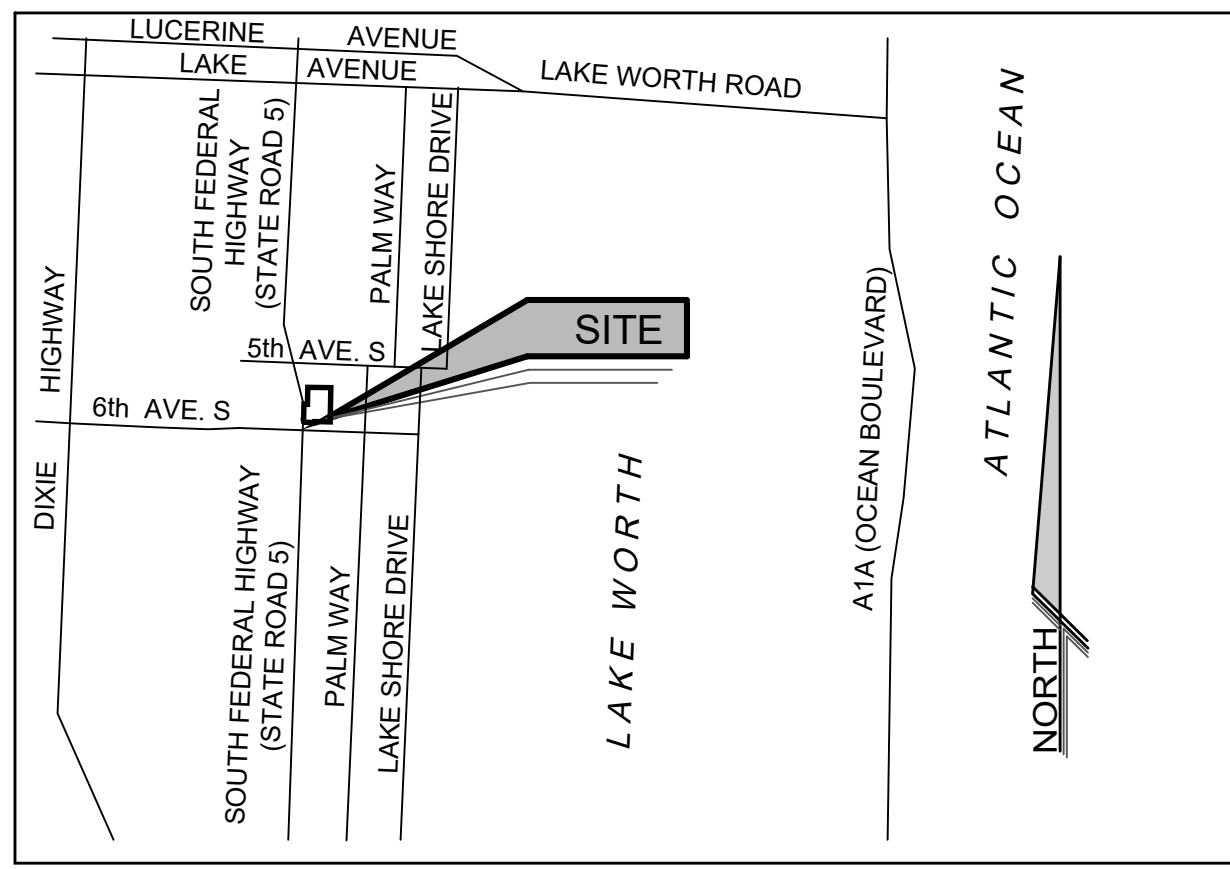
I MOVE TO **RECOMMEND APPROVAL** of PZB Project Number 21-01100001 with staff-recommended conditions for a final plat for the Cloisters Phase IV project. The proposal meets the applicable criteria based on the data and analysis in the staff report.

I MOVE TO **RECOMMEND DISAPPROVAL** of PZB Project Number 21-01100001 for a final plat for the Cloisters Phase IV project. The proposal does not meet the applicable criteria for the following reasons [Board member please state reasons].

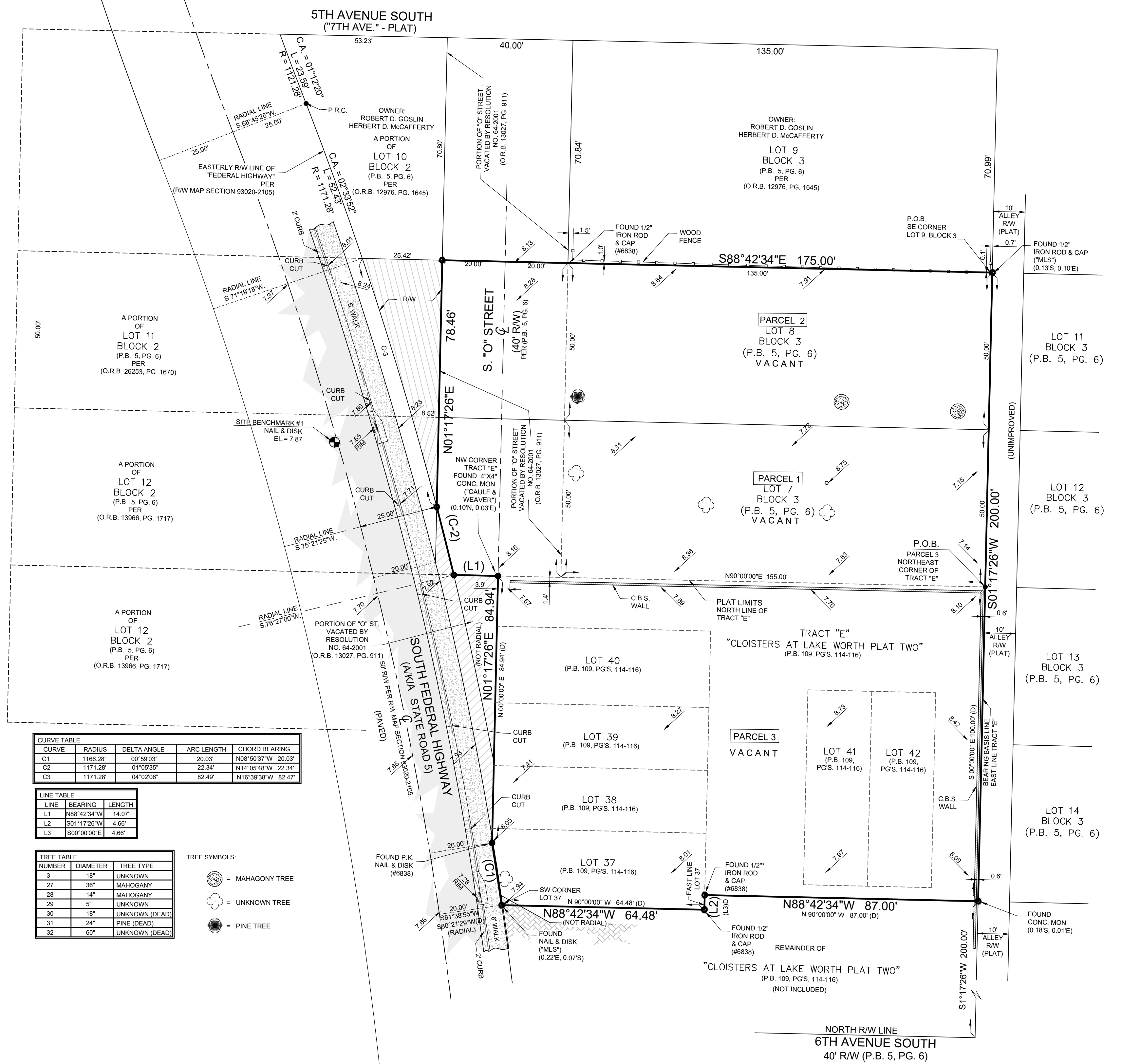
**Consequent Action:** *The Planning and Zoning Board will forward a recommendation to the City Commission. Should the City Commission approve this plat, the Chair of the Planning and Zoning Board will be authorized to sign the plat.*

#### ATTACHMENTS

- A. Plat
- B. Survey
- C. Letter of Conformity



REVISIONS:

**CURVE TABLE**

CURVE	RADIUS	DELTA ANGLE	ARC LENGTH	CHORD BEARING
C1	1166.28'	00°59'03"	20.03'	N08°52'37"W 20.03'
C2	1171.28'	01°05'35"	22.34'	N14°05'48"W 22.34'
C3	1171.28'	04°02'06"	82.49'	N16°39'38"W 82.47'

**LINE TABLE**

LINE	BEARING	LENGTH
L1	N88°42'34"W	14.07'
L2	S01°17'26"W	4.66'
L3	S00°00'00"E	4.66'

**TREE TABLE**

NUMBER	DIAMETER	TREE TYPE
3	18"	UNKNOWN
27	36"	MAHOGANY
28	14"	MAHOGANY
29	0"	UNKNOWN
30	16"	UNKNOWN (DEAD)
31	24"	PINE (DEAD)
32	60"	UNKNOWN (DEAD)

**TREE SYMBOLS:**

- MAHOGANY TREE
- UNKNOWN TREE
- PINE TREE

**CERTIFIED TO:** Cloisters at Lake Worth INC.  
**PROPERTY ADDRESS:** 508-510 South Federal Highway, Lake Worth, FL 33460.  
**FLOOD ZONE:** X (FIRM 120213 120213C0781F 10/05/2017)  
**DESCRIPTION:**  
 PARCEL 1  
 LOT 7, BLOCK 3, THE PALM BEACH FARMS COMPANY PLAT NO. 4, ADDITION NO. 1, TOWN OF LAKE WORTH, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 5, PAGE 6, TOGETHER WITH THAT PORTION OF ABANDONED "O" STREET (ABANDONED PER OFFICIAL RECORD BOOK 13027, PAGE 911) LYING WEST OF AND ADJACENT THERETO, BOUNDED BY THE WESTERLY PROLONGATIONS OF THE NORTH AND SOUTH LINES OF LOT 7, ALL IN THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA, LESS THE RIGHT OF WAY FOR SOUTH FEDERAL HIGHWAY.  
 AND  
 PARCEL 2  
 LOT 8, BLOCK 3, THE PALM BEACH FARMS COMPANY PLAT NO. 4, ADDITION NO. 1, TOWN OF LAKE WORTH, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 5, PAGE 6, TOGETHER WITH THAT PORTION OF ABANDONED "O" STREET (ABANDONED PER OFFICIAL RECORD BOOK 13027, PAGE 911) LYING WEST OF AND ADJACENT THERETO, BOUNDED BY THE WESTERLY PROLONGATIONS OF THE NORTH AND SOUTH LINES OF LOT 8, ALL IN THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA.  
 AND  
 PARCEL 3  
 LOTS 37 THROUGH 42, AND A PORTION OF TRACT E, CLOISTERS AT LAKE WORTH PLAT TWO, RECORDED IN PLAT BOOK 109, PAGE 114, PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:  
 BEGINNING AT THE NORTHEAST CORNER OF SAID TRACT E, THENCE S.00°00'00"E. ALONG THE EAST LINE OF TRACT E, A DISTANCE OF 100.00 FEET; THENCE N.90°00'00"W, A DISTANCE OF 87.00 FEET TO THE EAST LINE OF SAID LOT 37; THENCE S.00°00'00"E, A DISTANCE OF 4.66 FEET; THENCE N.90°00'00"W, A DISTANCE OF 64.48 FEET TO THE SOUTHWEST CORNER OF LOT 37 BEING A POINT ON A CURVE HAVING A RADIAL BEARING OF S.80°21'29"W; THENCE NORTHERLY ALONG THE WEST LINE OF LOT 37, BEING A CURVE TO THE LEFT, HAVING A RADIUS OF 1166.28 FEET, A CENTRAL ANGLE OF 00°59'03", AN ARC LENGTH OF 20.03 FEET; THENCE N.00°00'00"E, A DISTANCE OF 84.94 FEET TO THE NORTHWEST CORNER OF TRACT E; THENCE N.90°00'00"E. ALONG THE NORTH LINE OF TRACT E, A DISTANCE OF 155.00 FEET TO THE POINT OF BEGINNING.  
 TOTAL AREA OF THE 3 PARCELS COMBINED = 33,217 SQUARE FEET OR 0.7626 ACRES.

**THE ABOVE REAL PROPERTY IS FURTHER DESCRIBED AS FOLLOWS:**  
 LOTS 7 AND 8, BLOCK 3, THE PALM BEACH FARMS COMPANY PLAT NO. 4, ADDITION NO. 1, TOWN OF LAKE WORTH, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 5, PAGE 6, A PORTION OF CLOISTERS AT LAKE WORTH PLAT TWO, RECORDED IN PLAT BOOK 109, PAGE 114, AND A PORTION OF ABANDONED "O" STREET, RECORDED IN OFFICIAL RECORD BOOK 13027, PAGE 911, ALL IN THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:  
 BEGINNING AT THE SOUTHEAST CORNER OF LOT 9, BLOCK 3, PALM BEACH FARMS COMPANY PLAT NO. 4; THENCE S.01°17'26"W, ALONG THE SOUTHERLY PROLONGATION OF THE EAST LINE OF LOT 9 AND THE WEST LINE OF THE 10 FOOT WIDE ALLEY RIGHT OF WAY IN PLAT BOOK 5, PAGE 6, A DISTANCE OF 200.00 FEET; THENCE N.88°42'34"W, A DISTANCE OF 87.00 FEET; THENCE S.01°17'26"W, ALONG THE WEST LINE OF TRACT "E", CLOISTERS AT LAKE WORTH PLAT TWO, A DISTANCE OF 4.66 FEET; THENCE N.88°42'34"W, ALONG THE NORTH LINE OF TRACT "E", A DISTANCE OF 64.48 FEET TO A POINT ON A CURVE, THENCE NORTHERLY ALONG THE EAST RIGHT OF WAY LINE OF SOUTH FEDERAL HIGHWAY, BEING A CURVE TO THE LEFT, HAVING A RADIAL BEARING OF S.81°38'55"W, FROM SAID POINT, A RADIUS OF 1,166.28 FEET, A CENTRAL ANGLE OF 00°59'03", AN ARC LENGTH OF 20.03 FEET; THENCE N.01°17'26"E, ALONG THE WEST OF, CLOISTERS AT LAKE WORTH PLAT TWO, A DISTANCE OF 84.94 FEET TO THE NORTHWEST CORNER OF CLOISTERS AT LAKE WORTH PLAT TWO, THENCE N.88°42'34"W, ALONG THE WESTERLY PROLONGATION OF THE NORTH LINE OF CLOISTERS AT LAKE WORTH PLAT TWO, A DISTANCE OF 14.07 FEET TO THE EAST RIGHT OF WAY LINE OF SOUTH FEDERAL HIGHWAY, BEING A POINT ON A CURVE HAVING A RADIAL BEARING OF S.76°27'00"W; THENCE NORTHERLY ALONG SAID EAST RIGHT OF WAY LINE, BEING A CURVE TO THE LEFT, HAVING A RADIUS OF 1171.28 FEET, A CENTRAL ANGLE OF 01°05'35", AN ARC LENGTH OF 22.34 FEET; THENCE N.01°17'26"E, ALONG THE WEST LINE OF ABANDONED "O" STREET, A DISTANCE OF 78.46 FEET; THENCE S.88°42'34"E, ALONG THE SOUTH LINE OF SAID LOT 9, BLOCK 3, AND ITS WESTERLY PROLONGATION, A DISTANCE OF 175.00 FEET TO THE POINT OF BEGINNING.  
 CONTAINING 33,217 SQUARE FEET (0.7626 ACRES).

**SURVEY NOTES:**  
 1.) Lands shown hereon were not abstracted for easements and/or rights-of-way of record by this office.  
 2.) Elevations shown hereon are based on North Atlantic Vertical Datum of 1988 (NAVD 88).  
 a.) Originating benchmark = Leica Global Positioning System.  
 b.) = existing elevation (NAVD 88 typical).  
 3.) No underground improvements located.  
 4.) Bearings shown hereon are State Plane Grid. Bearing basis line is the East line of CLOISTERS AT LAKE WORTH PLAT TWO, having a bearing of S.01°17'26"W.  
 5.) Area of subject property = 29,282 square feet (0.6722 acres) more or less.  
 6.) This firm's "Certificate of Authorization" number is "LB 6838".

REVISIONS:


**BOUNDARY SURVEY**  
 out embossed surveyor's  
 electronic signature and  
 Digitally signed  
 by Michael Miller  
 Date: 2022.06.24  
 10:41:47-04'00"  
 MILLER #4034

**LEGEND:**

CALC. = CALCULATED	IP = PLAT	P.I. = POINT OF INTERSECTION	ASPHALT PAVEMENT
C.B.S. = CONCRETE BLOCK STRUCTURE	R = RADIUS	P.O.C. = POINT OF COMMENCEMENT	CONCRETE FLATWORK
CONC. MON. = CONCRETE MONUMENT	A = ANGLE	P.O.B. = POINT OF BEGINNING	PAVER BRICK FLATWORK
CONC. = CONCRETE	CHB = CHAIN BEARING	RW = RIGHT OF WAY	WOOD POWER POLE
D.E. = DRAINAGE EASEMENT	N.G.V.D. = NATIONAL GEODETIC VERTICAL DATUM	W.F. = WOOD FENCE	WATER METER
U.E. = UTILITY EASEMENT	D.B. = DEED BOOK	M.F. = METAL FENCE	FIRE HYDRANT
P.E. = POOL EQUIPMENT	P.L. = PLAT BOOK	C.F. = CENTRIFUGAL FENCE	CATCH BASIN
F.F. = FINISHED FLOOR ELEVATION	P.C. = POINT OF CURVATURE	E. = EASEMENT	SEWERY MANHOLE
EL. = ELEVATION	P.T. = POINT OF TANGENCY	O. = OVERHEAD LINES	LOT LINE
B.R. = BEARING REFERENCE	P.R.C. = POINT OF REVERSE CURVATURE	---	
(D) = DEED	P.C.C. = POINT OF COMPOUND CURVATURE	---	
M. = MEASURED		---	

SCALE: 1" = 20'  
 DRAWN BY: PICARD  
 FIELD WK: M.M. / B.M.  
 DATE: 06/30/2021

**MILLER LAND SURVEYING**  
 1121 LAKE AVENUE  
 LAKE WORTH BEACH, FLORIDA 33460  
 PHONE: (561) 586-2669 - FAX: (561) 582-0151  
 www.millersurveying.com  
 e-mail: orders@millersurveying.com

REF: 13029, 581730, 08151, 21425, 88777

Y20594, SEE S-21,472, Y160593, Y160994, Y160994, Y160994

JOB NO. Y210632

L-2259

CRD FILE Y210632



**DENNIS J. LEAVY & ASSOCIATES, INC**

Land Surveyors • Mappers

November 3, 2023

Mr. Abraham Fogel, GGEP  
**City of Lake Worth Beach**  
1900 Second Avenue North  
Lake Worth Beach, FL 33461



Subject: Cloisters At Lake Worth Plat Three Plat Review

Mr. Fogel,

Per the requirement of Florida Statute 177.081, I have reviewed the Cloisters At Lake Worth Plat Three prepared by Miller Land Surveying, re-submitted to our office on November 2, 2023 and find that all of my review comments have been addressed and that the plat is in conformance with Florida Statute 177.081.

Should you have any questions or comments, please do not hesitate to contact me.

Sincerely

DENNIS J. LEAVY & ASSOCIATES, INC.

*David A. Bower*

David A. Bower, PSM  
State of Florida Registration No. LS 5888



# STAFF REPORT REGULAR MEETING

**AGENDA DATE:** January 16, 2024

**DEPARTMENT:** Community Sustainability and  
Leisure Services

**TITLE:**

Agreement with Chen Moore and Associates, Inc. to prepare an Open Space Recreation Master Plan for the City of Lake Worth Beach

**SUMMARY:**

An all-inclusive agreement from Chen Moore and Associates, Inc. to collaborate with the City and its residents to prepare an Open Space Recreation Master Plan that will become part of the City's Comprehensive Plan once completed and adopted.

**BACKGROUND AND JUSTIFICATION:**

As part of the budget discussions for Fiscal Year 2024, project number GV2402 was approved as part of the City's Capital Improvement Program (CIP) to prepare an Open Space Recreation Master Plan for the City. The approved budget for the project was \$225,000. Chen Moore and Associates, which bought out NZ Consultants, is the approved entity to provide planning services to the City through an amendment to the original 2021 contract with NZ Consultants. Providing here is an all-inclusive agreement from Chen Moore and Associates to collaborate with the City and its residents to prepare an Open Space Recreation Master Plan, which will include components addressing open space needs, recreational service levels, tree canopy, tree condition, future needs and the components necessary for a recreation assessment/impact fee.

The development of the plan likely will take at least twelve (12) months and include a great deal of citizen and resident input as well as assessing the current and future recreational opportunities provided. Once the agreement is approved, Chen Moore will begin with an assessment and a goal of beginning citizen and resident input at several upcoming City events including the City's Street Painting Festival.

**MOTION:**

Move to approve/disapprove agreement with Chen Moore and Associates, Inc, in the amount of \$225,000 to prepare an Open Space Recreation Master Plan for the City.

**ATTACHMENT(S):**

Fiscal Impact Analysis  
Chen Moore Agreement

**FISCAL IMPACT ANALYSIS**

Five Year Summary of Fiscal Impact:

<b>Fiscal Years</b>	<b>2024</b>	<b>2025</b>	<b>2026</b>	<b>2027</b>	<b>2028</b>
<b>Inflows/Revenues</b>					
Appropriated (Budgeted)	\$225,000	0	0	0	0
Program Income	0	0	0	0	0
Grants	0	0	0	0	0
In Kind	0	0	0	0	0
<b>Outflows/Expenditures</b>					
Appropriated (Budgeted)	0	0	0	0	0
Operating	0	0	0	0	0
Capital	0	0	0	0	0
<b>Net Fiscal Impact</b> <i>(If not budgeted)</i>	0	0	0	0	0
<b>No. of Addn'l Full-Time</b> <b>Employee Positions</b>	0	0	0	0	0

<b>Contract Award - Existing Appropriation (Budgeted)</b>	
	<b>Expenditure</b>
Department	
Division	
GL Description	Capital Improvement Projects
GL Account Number	301-8060-572.63-63
Project Number	GV2402
Requested Funds	\$225,000
Remaining Balance	\$0
Source of Revenue (i.e. Paygo. Current Revenue, Bond Money, Grants, etc.)	Discretionary/Penny Sales Tax - \$112,500 Transfer Development Rights Fund - \$112,500

**PROFESSIONAL SERVICES AGREEMENT**  
**(Open Space & Recreation Master Plan Services)**

THIS PROFESSIONAL SERVICES AGREEMENT (“Agreement”) is entered on \_\_\_\_\_, by and between the **City of Lake Worth Beach**, a Florida municipal corporation (“City”) and **Chen Moore and Associates, Inc.**, a Florida Corporation located at 500 West Cypress Creek Road, Suite 600, Fort Lauderdale, FL 33309 (“Consultant”).

**RECITALS**

**WHEREAS**, the City is in need of a consultant to provide professional planning, landscape architecture and tree arborist consultant services for the creation of an Open Space and Recreation Master Plan (the Master Plan) to assess existing facilities, future needs, and proposed programs for the City of Lake Worth Beach; and

**WHEREAS**, in 2018, the City adopted its Comprehensive Plan based on the Evaluation Appraisal and Review (EAR) for each element. The Consultant’s team prepared the updated Recreation & Open Space element including a preliminary existing conditions analysis of parks, facilities and open spaces that will serve as a starting point of the Master Plan; and

**WHEREAS**, Open Space and recreation master planning is a process that provides guidance and policy direction to local government decision makers. The planning process, which engages the community and stakeholders, provides a foundation for understanding and responding to the parks and recreation needs of residents; and

**WHEREAS**, the process involves strategically examining the community’s vision; existing community services, facilities, and resources; and assessing future needs concerning parks, recreation, and open spaces; and

**WHEREAS**, planning for parks and recreation facilities attracts economic development, promotes active lifestyles, and builds healthy communities; and

**WHEREAS**, the final document will allow the City to assess current and future recreational needs, evaluate feasible options, and budget for long-term or phased-in development and improvements; and

**WHEREAS**, the Consultant has significant experience and background with this type of services and has completed the first part of the project; and

**WHEREAS**, the Consultant has provided the City with a cost proposal to provide the needed consulting services; and

**WHEREAS**, the City’s procurement code, section 2-112(c), authorizes the selection of a consultant to provide professional services with a distinctive field of expertise without competitive selection; and

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

**WHEREAS**, the City finds entering this Agreement with the Consultant serves a valid public purpose.

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

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

**SECTION 2: CONSULTANT'S SERVICES.** As more specifically set forth in the Consultant's cost proposal and scope of services which is attached hereto as **Exhibit "A"** and incorporated herein, the Consultant shall provide consulting services to perform professional planning, landscape architecture and tree arborist services for the creation of an Open Space and Recreation Master Plan (the Master Plan) for the City of Lake Worth Beach.

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

**SECTION 4: TERM, TIME AND TERMINATION.**

(a) **Term.** The term of this Agreement shall commence upon the approval of this Agreement and shall be for the term necessary to complete all services as set forth in the Consultant's proposal (Exhibit "A") unless earlier terminated as stated herein. The term may be extended by written agreement of the parties for further services related to those services identified herein.

(b) **Time for Completion.** Time is of the essence in the performance of this Agreement. The Consultant shall at all times carry out its duties and responsibilities as expeditiously as possible and in accordance with the project schedule set forth in Exhibit "A".

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

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

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

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

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

(g) Termination for Non-appropriation. Notwithstanding the foregoing, the parties acknowledge and agree that City is a municipal corporation of the State of Florida, and as such, this Agreement (and all Exhibits hereto) are subject to budgeting and appropriation by City of funds sufficient to pay the costs associated herewith in any fiscal year of City. Notwithstanding anything in this Agreement to the contrary, in the event that no funds are appropriated or budgeted by City's governing board in any fiscal year to pay the costs associated with City's obligations under this Agreement, or in the event the funds budgeted or appropriated are, or are estimated by City to be, insufficient to pay the costs associated with City's obligations hereunder in any fiscal period, then City will notify Consultant of such occurrence and either party may terminate this Agreement by notifying the other in writing, which notice shall specify a date of termination no earlier than twenty-four (24) hours after giving of such notice. Termination in accordance with the preceding sentence shall be without penalty or expense to City of any kind whatsoever; however, City shall pay Consultant for all services performed under this Agreement through the date of termination

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

## SECTION 5: COMPENSATION.

(a) Payments. The City agrees to compensate the Consultant in accordance with the rate schedule set forth in Exhibit "A"; **provided that, the amount to be paid to the Consultant for landscape architecture services under this Agreement shall not exceed Thirty-Five Thousand Dollars (\$35,000) and the total amount to be paid to the Consultant under this Agreement shall not exceed Two Hundred and Twenty-Five Thousand Dollars (\$225,000.00).** The City shall not reimburse the Consultant for any additional costs incurred as a direct or indirect result of the Consultant providing services to the City under this Agreement and not set forth in Exhibit "A".

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

**SECTION 6: INDEMNIFICATION**. The Consultant, its officers, employees and agents shall indemnify and hold harmless the City, including its officers and employees from liabilities, damages, losses, and costs, including but not limited to, reasonable attorney's fees (at the trial and appellate levels), to the extent caused by the negligence, of the Consultant, its officers, directors, employees, representatives and agents employed or utilized by the Consultant in the performance of the services under this Agreement. The City agrees to be responsible for its own negligence. Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the City or the Consultant, nor shall this Agreement be construed as a waiver of sovereign immunity for the City beyond the waiver provided in section 768.28, Florida Statutes.

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

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

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

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

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

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

Independent Consultant, personal injury)	\$2,000,000 annual aggregate
Automobile (owned, non-owned, & hired)	\$ 1,000,000 single limits
Worker's Compensation	\$ statutory limits

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

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

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

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

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

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

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

**SECTION 18: SEVERABILITY.** If any term or provision of this Agreement, or the application thereof to any person or circumstances shall, to any extent, be held invalid or unenforceable, to remainder of this Agreement, or the application of such terms or provision, to persons or circumstances other than those as

to which it is held invalid or unenforceable, shall not be affected, and every other term and provision of this Agreement shall be deemed valid and enforceable to the extent permitted by law.

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

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

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

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

Chen Moore and Associates, Inc.  
Attn: Nilsa Zacarias, AICP, Director of Planning  
500 West Cypress Creek Road, Suite 600  
Fort-Lauderdale, FL 33309

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

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

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

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

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

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



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

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

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

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

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

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

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

**SECTION 33: PUBLIC RECORDS.** The Consultant shall comply with Florida's Public Records Act, Chapter 119, Florida Statutes, and, 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 exempt or 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, PLEASE CONTACT THE CUSTODIAN OF PUBLIC RECORDS OR DESIGNEE AT THE CITY OF LAKE WORTH BEACH, ATTN: CITY CLERK, AT (561) 586-1662, CITYCLERK@LAKEWORTHBEACHFL.GOV, 7 N. DIXIE HIGHWAY, LAKE WORTH BEACH, FL 33460.**

**SECTION 34: Reserved.**

**SECTION 35: Reserved.**

**SECTION 36: NO THIRD-PARTY BENEFICIARIES.** There are no third-party beneficiaries under this Agreement.

**SECTION 37: SCRUTINIZED COMPANIES.**

(a) The 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 the Consultant or any of its subcontractors are found to have submitted a false certification; or if the 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.

(b) If this Agreement is for one million dollars or more, the 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 the Consultant, or any of its subcontractors are found to have submitted a false certification; or if the 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.

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

(d) The 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.

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

(f) 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.

**SECTION 38: 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 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 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 Professional Services Agreement (Economic Evaluation of Capacity and Energy Study) as of the day and year set forth above.

**CITY OF LAKE WORTH BEACH, FLORIDA**

ATTEST:

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

By: \_\_\_\_\_  
Melissa Ann Coyne, MMC, City Clerk

APPROVED AS TO FORM AND  
LEGAL SUFFICIENCY:

APPROVED FOR FINANCIAL  
SUFFICIENCY

By: \_\_\_\_\_  
Glen J. Torcivia, City Attorney

By: \_\_\_\_\_  
Yannick Ngendahayo, Financial Services Director

**CONSULTANT: CHEN MOORE AND ASSOCIATES, INC.**

[Corporate Seal]

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

By: \_\_\_\_\_  
*PETER MOORE*  
PRESIDENT

THE FOREGOING instrument was acknowledged before me by means of  physical presence or  online notarization on this \_\_\_\_ day of \_\_\_\_\_ 2023, by \_\_\_\_\_, as the \_\_\_\_\_ **Chen Moore and Associates, Inc**, a Florida Corporation registered to do business in the State of Florida, who is personally known to me or who has produced \_\_\_\_\_ as identification, and who did take an oath that he or she is duly authorized to execute the foregoing instrument and bind the Consultant to the same.

Notary Seal:



*Mariah Green*  
Notary Public Signature

**EXHIBIT "A"**  
**(Consultant's Proposal/Scope of Work - 12 Pages)**

1851 W. Indiantown Road Suite 100  
Jupiter, FL 33458  
Office: +1 (561) 401-9459



December 14, 2023

SENT VIA E-MAIL ([wwaters@lakeworthbeachfl.gov](mailto:wwaters@lakeworthbeachfl.gov))

**Mr. William Waters**, AIA, Director of Community Sustainability Department  
**Ms. Lauren Bennett**, CPRP, Director of Leisure Services Department  
City of Lake Worth Beach  
1900 Second Avenue North  
Lake Worth Beach, FL 33461

**Subject: City of Lake Worth Beach  
Open Space and Recreation Master Plan  
Proposal # 23-0131.P0001**

Dear Mr. Waters and Ms. Bennett,

Chen Moore and Associates (CMA) is pleased to submit this Scope of Services and Fee to provide professional planning, landscape architecture and tree arborist services for the creation of an Open Space and Recreation Master Plan (the Master Plan) for the City of Lake Worth Beach.

#### **PROJECT INTRODUCTION**

In 2018, the City of Lake Worth Beach adopted its Comprehensive Plan based on the Evaluation Appraisal and Review (EAR) of each element. The proposed project team prepared the updated Recreation & Open Space element including a preliminary existing conditions analysis of parks, facilities and open spaces that will serve as a starting point of the Master Plan. Policy 7.1.1.3 indicates *"The City shall encourage the preparation of a Master Plan for Recreation and Open Space to assess existing facilities, future needs, and proposed programs."*

Open Space and recreation master planning is a process that provides guidance and policy direction to local government decision makers. The planning process, which engages the community and stakeholders, provides a foundation for understanding and responding to the parks and recreation needs of residents. The process involves strategically examining the community's vision; existing community services, facilities, and resources; and assessing future needs concerning parks, recreation, and open spaces. Planning for parks and recreation facilities attracts economic development, promotes active lifestyles, and build healthy communities. *The final document will allow the City of Lake Worth Beach to assess current and future recreational needs, evaluate feasible options, and budget for long-term or phased-in development and improvements.*

This subject proposal includes detail scope and fee related to each task to accomplish the Master Plan.

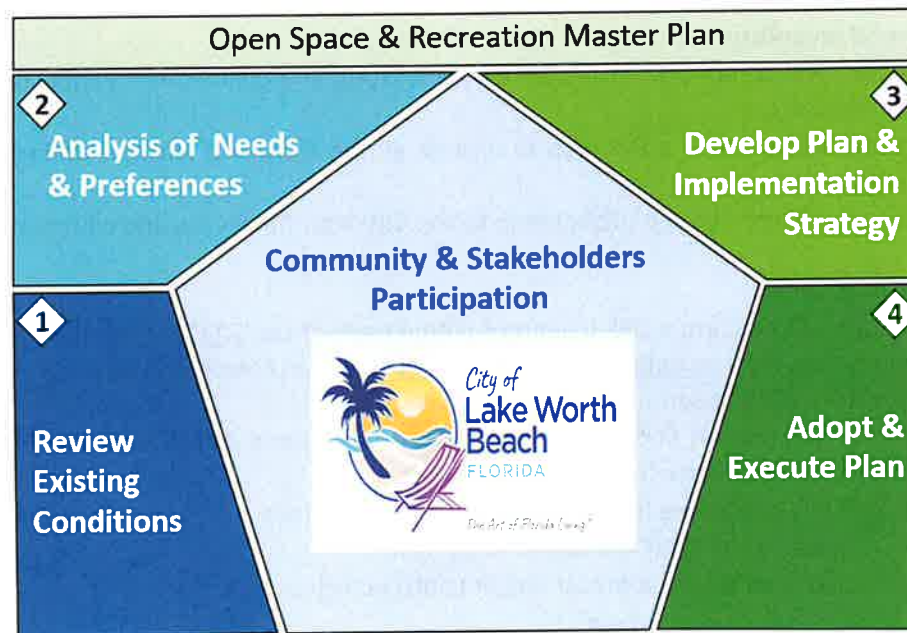
#### **PROJECT STAFFING**

Chen Moore and Associates – Land Planning/Landscape Architecture/Arborist Services

### **SCOPE OF SERVICES**

The scope of services our firm shall provide under this agreement as per our recent discussions and correspondence is as follows:

The City of Lake Worth Beach Open Space & Recreation Master Plan will include (1) Review of Existing Conditions; (2) Analysis of Needs and Preferences; (3) Develop Plan and Implementation Phases; (4) Adopt and Execute Plan. The community and stakeholders participation program will be an integral part and the basis of the Master Plan. The following graphic summarize the phases to prepare the Plan:



### **PHASE 1: REVIEW EXISTING CONDITIONS**

Phase 1 will allow to review previous plannings efforts and identify preliminary challenges facing the community in terms of social, economic, and environmental issues. The project team will also define the current City's demographics according to the 2020 US Census, and population projection to the year 2050.

#### **Task 1.1: Coordination with City Staff**

- Consultant will meet with City's Staff for the project kick-off meeting to coordinate scope, project schedule and deliverables.
- Consultant will meet with City's Staff throughout the project as needed.

#### **Task 1.2: Master Plan Branding**

- Consultant along with the input from City Staff will proposed graphics to provide an identity to this city initiative.
- City will contract the services of a graphic consultant (Crabtree Ink and/or Other) to prepare final graphics, posters, etc.

### **Task 1.3: Review Existing Documentation and Demographics**

- Consultant will collect and review existing plans, surveys, projects, programs, budgets, policies and codes that will impact the Master Plan (such as Recreation Programs, Public Works projects, Comprehensive Plan, Zoning Codes, economic development initiatives, etc.)
- Consultant will prepare a summary of the City's demographics based on the 2020 US Census, and projected population to the year 2050 (permanent and seasonal population).
- Consultant will prepare and submit to the City Staff a document including findings of this Task 1.3. for review and comments.

### **Task 1.4: General Inventory**

- Consultant will compile an inventory of the existing and planned recreation facilities and open spaces (parks, trails, etc..).
- Consultant will prepare a GIS map to include all the identified facilities and open spaces (existing and planned).
- Consultant will provide the subject map to the City Staff for review and comments.

### **Task 1.5: Tree Inventory**

- Consultant will perform a GPS inventory within each of the 50 City-owned properties (parcels and ROW segments) that were inventoried as part of the 2014 Urban Forest Management Plan inventory (see Exhibit C. Table from 2014 report for list of properties).
- Consultant will use an EOS Arrow Gold Plus GPS antenna paired with the ESRI "Field Maps" app to inventory trees within each of the 50 properties.
- Consultant will collect the following data field for each tree:
  - Species common and scientific names.
  - Trunk diameter at breast height (DBH) in inches.
  - Canopy spread in feet.
  - Condition rating (per the Council of Tree and Landscape Appraisers *Guide to Plant Appraisal*, 10 Edition).
  - Defects (up to three per tree).
  - Maintenance recommendations (i.e., pruning, fertilization, bracing, etc.) - up to two per tree.
  - Infrastructure conflicts (i.e., root impacts to hardscape, canopy conflicts with overhead utility lines, etc.).
  - Growing space widths (in five-foot increments); this will help to identify trees that may be outgrowing inadequately sized planters.
- Consultant will provide Electronic GIS file of tree points (ArcGIS shapefile or geodatabase file); PDF maps of inventoried trees; Excel table with all tree data fields.

### **Task 1.6: Canopy Analysis**

- Consultant will perform an analysis of the current overall canopy coverage within the City using the i-Tree Canopy program from the U.S. Forest Service. This analysis will use random sampling of 1,000 data points to generate estimates of percent cover for the following:
  - Tree canopy



- Plantable greenspace; Non-Plantable greenspace
- Surface waters
- Impervious areas (i.e., roads, sidewalks, houses)
- Consultant will provide the results of this analysis in a letter report that will include percent cover values for the above items, along with structural values and ecosystems benefits/values provided by the current tree canopy.

#### **Task 1.7: Open Space and Recreation Facility Evaluation**

- Consultant will evaluate the existing site amenities and overall condition for each of the City designated open spaces (parks, trails, etc.).
- Consultant will evaluate the existing recreational facilities.
- Consultant will assess American Disability Act (ADA) accessibility in each Open Space and Recreation Facility including parking spaces, routes, toilet facilities, and seating for ADA compliance.
- Consultant will prepare and submit to the City Staff a document regarding Task 1.7. for review and comments.

#### **Task 1.8. Open Space and Recreation Operations, Management, Staffing, Programming Assessment**

- Consultant will provide an assessment and analysis of the Department current level of programs, services, maintenance, and staffing in relation to present goals, objective, and directives.
- Consultant will use this analysis to provide recommendations regarding programs, services, maintenance, and staffing.

#### **Task 1.9. Trends and Challenges**

- Consultant will provide an overview of current trends on the parks and recreation market.
- Consultant will summarize challenges based on the analysis of the collected information, surveys, and evaluation.

#### **Task 1.10. Existing Conditions Report**

- Consultant will assemble all the information, data and analysis completed in Phase 1 and prepare the Existing Conditions Report.
- Consultant will prepare the Existing Conditions Report to identify major issues, concerns, and challenges.
- Consultant will provide this report to the City Staff for review and comments.

### **PHASE 2: ANALYSIS OF NEEDS & PREFERENCES**

Phase 2 will emphasize community and stakeholders outreach based on a Proactive Public Participation Program (4Ps). The goal is to listen to residents and stakeholders to prepare a Plan based on their vision, needs and preferences. This phase will include survey, interviews, informational kiosks at City's events, and "open houses" for a dialogue. The Community Survey will elicit input in terms of preference for each park, priorities for park investment and other qualitative information.

#### **Task 2.1. Advertising for Events and Survey**

- Consultant will prepare along with the City Staff effective advertising initiatives. The success of the public participation process relies on advertising and creative tools to communicate with the community. The following initiatives will be conducted in advance:

- City's web site will include a section for the Master Plan to post continue updates and announcements.
- Personal invitation to residents –An announcement on the electric bill will include the link to the online survey and upcoming events.
- Invitation through social media.
- Posters with key dates will be distributed to business for advertisement. The poster will include a QR Code to access the survey.

### Task 2.2. Surveys, Interviews, Kiosks and Public Workshops

- Consultant will gather the community and stakeholders feedback by providing different opportunities to express ideas and input. To listen to the community and provide a vision are paramount to propose a comprehensive and sustainable Master Plan for current and future residents. The following initiatives will be accomplished to prepare a meaningful Master Plan:

*Survey:* a survey will be prepared to post on-line and to provide to residents that attend public events and HOA meetings. The survey questions are intended to understand the needs of the community related to parks and recreational programs. It includes questions related to frequency of park use, how a person gets to or would like to get to their parks, and the types of programs and amenities they would like to see in the future. The survey will also allow for open ended comments. At entrance of City Hall, there will be a permanent box where residents can hand deliver their surveys.

*Interviews:* a series of one-on-one interviews will be conducted with residents, elected officials, and City's Staff to gather information and to have an in-depth understanding.

*Kiosks:* the project team will attend City's events to reach out residents, provide information and surveys. These kiosks or pop-ups will facilitate to communicate directly with the community. Project Team will attend three (3) city wide community events (Street Painting Festival in February, 4<sup>th</sup> of July Celebration, Halloween *Little Scream* in October).

*Open Houses:* the project team will conduct two (2) open houses to provide information and gather the community feedback. This event can be conducted on a weekend to facilitate participation.

*Public Workshops:* the project team will conduct three (3) workshops to listen comments, gather feedback and allow public input: one (1) with the City Commission; one (1) with the Planning and Zoning Board; and one (1) with the Historic Resources Preservation Board.

### Task 2.3. Level of Service Analysis

- Consultant will conduct an analysis of current Level of Services (LOS) per the Comprehensive Plan adopted policy.
- Consultant will review the LOS according to the population projection to the year 2050.

### Task 2.4. Needs and Preference Report

- Consultant will prepare a report to reflect findings and summary of Phase 2, it will be provided to the City Staff for review and comments.

### PHASE 3: DEVELOP PLAN AND IMPLEMENTATION STRATEGY

The Master Plan will serve as a roadmap for a long-term strategy and funding opportunities to improve and develop the City's open spaces & recreation. The goal is to develop a Plan for the City's current and future population based on attainable resources and the community and stakeholders' vision.

#### Task 3.1: Prepare Conceptual Plans

- Consultant will prepare two (2) conceptual plans for the following parks:
  - Ball fields located North of 22<sup>nd</sup> Avenue;
  - "Quad" fields located South of 22<sup>nd</sup> Avenue; and,
  - Bryant Park
- Consultant will conduct two (2) open houses to present the conceptual plans and received feedback from the community and stakeholders.

#### Task 3.2. Funding Options

- Consultant will coordinate with the City Staff to determine realistic future funding opportunities and amount that can be included on the Capital Improvement Program (CIP).
- Consultant will identify a variety of different alternatives funding sources, programs, and strategies that have been used by park systems in Florida and across the U.S.

#### Task 3.3. Prioritization Strategy

- Consultant will prepare a phased, multi-year approach to implement the community and stakeholders' vision.
- Consultant will work with the City Staff to identify which projects should be implemented first.
- Consultant will propose a CIP prioritization strategy that aligns with the findings of Phase 1 and 2.

### PHASE 4: ADOPT AND EXECUTE PLAN

The Master Plan will facilitate applications for grants, since it is based on a City wide community wide participation process. Most importantly, the Master plan will provide information and strategies that will allow to budget initiatives into the City's capital improvement program; and it will serve as the basis to adopt an Impact Fee for Open Space & Recreation.

#### Task 4.1: Draft Master Plan

- Consultant will prepare Draft Master Plan including all previous phases that will be submitted to City Staff for review and comments-*existing conditions, analysis of needs and preferences, level of service, public participation process, conceptual plans, funding options, implementation strategies.*
- Consultant will prepare a power point to present at workshops.
- Consultant will attend **three (3) workshops** to present Draft Master Plan to answer questions and gather input prior to preparing final document. one (1) with the City Commission; one (1) with the Planning and Zoning Board; and **one (1) with the Historic Resources Preservation Board.**

#### Task 4.2: Final Master Plan

- Consultant will prepare a Final Master Plan based on review comments from City Staff, City Commission and P&Z Board.
- Consultant will prepare a power point to present at adoption hearing.

- Consultant will attend Commission hearing for final approval.

### ASSUMPTIONS

This scope of service assumes the following:

- The City will provide consultant with all pertinent documents required to complete the project including existing projects, programs, reports, surveys, budgets.
- The City will assist consultant in advertising and marketing for events such as including notice on water bill, business license renewal; and, press releases through the Leisure Services Department.
- The City will contract a graphic consultant (Crabtree Ink and/or Other) to prepare final graphics and provide a quantity of posters with QR Code, and business cards with QR Code. The final quantity of these marketing materials will be defined by the City.

### DELIVERABLE AND TIMELINE

Consultant will provide the Client with Final Master Plan document within **13 months** of receiving the P.O. from the City. Please see Exhibit E- Project Timeline.

### FEE SUMMARY

CMA will provide services for a lump sum amount of not to exceed **\$225,000.00**. The proposed fee includes travel expenses, and material costs of copies and boards for presentations. This lump sum does Not include printing cost of posters and business cards with QR Codes.

Should you have any questions, please do not hesitate to contact me at my office at (561) 758-2252 or on my cell phone at (561) 510-3138 or send me an electronic message at [nzacarias@chenmoore.com](mailto:nzacarias@chenmoore.com).

Respectfully submitted,



CHEN MOORE AND ASSOCIATES  
Nilsa Zacarias, AICP  
Director of Planning

Should you have any questions, please do not hesitate to contact me at my office at my cell phone at (561) 758-2252 or send me an electronic message at [nzacarias@chenmoore.com](mailto:nzacarias@chenmoore.com).

Attachment(s):

- Exhibit A – City of Lake Worth Beach Parks and Open Space Map
- Exhibit B – Table 2 from 2014 Urban Forest Management Plan
- Exhibit C - Example Marketing Material from the Village of Tequesta
- Exhibit D – Project Timeline

**EXHIBIT A**  
**City of Lake Worth Beach Parks and Open Space Map**



**EXHIBIT B**  
**Table 2 from 2014 Urban Forest Management Plan**

† Table 2. List of All Lake Worth Properties Included in Tree Inventory

Site Number	Site Name	Type of Site	Number of Trees
1	Lake Worth Road Median	Right of Way	85
2	Lake and Lucern Avenues	Right of Way	371
3	Boutwell Road Right of Way	Right of Way	173
4	City Hall	Government	56
5	City Hall Annex	Government	40
6	Library	Municipal Property - Other	17
7	Recreation Building	Municipal Property - Recreation	7
8	Health Dept. Building	Municipal Property - Health Dept.	13
9	Fountain Triangle Park	Park	69
10	Snook Islands	Park	44
11	Old Bridge Park	Park	59
12	Beach and Casino Complex	Park	764*
13	Steinhart Property	Municipal Property - Undeveloped	266*
14	Compass Site	Municipal Property - Other	42
15	Tropical Ridge Fitness Park	Park	4
16	Sunset Ridge Park	Park	95
17	North West Ballfield Complex	Park	446*
18, 19	North Federal Highway Medians (13th Ave North and North Federal Hwy.)	Right of way	470
20	Constitution/Blue Star Park	Park	26
21	Spillway Park	Park	134
22	Bryant Park	Park	751
23	South Palm Park and Adjacent Lots	Park	150
24	South Palm Way Blvd Median	Right of Way	397
25	Community Gymnasium - Wingfield Street	Municipal Property - Recreation	34*
26	I.A. Banks Cemetery	Municipal Property - Cemetery	61
27	Howard Park	Park	125
28	Wingfield Street Median	Right of Way	11
29	Pinecrest Cemetery	Municipal Property - Cemetery	328
30	Rotary Park	Park	5
31	J Street Parking Lot	Municipal Property - Parking Lot	13
32	K Street Parking Lot	Municipal Property - Parking Lot	56
33	CRA Parking Lot (N Dixie Hwy.)	Municipal Property - Parking Lot	35
34	CRA Parking Lots (20 South L Street. and 13	Municipal Property - Parking Lot	28

This table continues on the next page.

Site Number	Site Name	Type of Site	Number of Trees
	South M Street)		
35	Safety Complex	Municipal Property - Public Safety	108
36	Power/Water Plant	Municipal Property - Utilities	13
37, 38	Building/Dept. Warehouse Streets/Refuse (adjacent to site 37)	Municipal Property - Public Works	209
39	Memorial Park	Park	39
40, 43	South Dixie Highway Right of Way and Dixie Highway Median and Right of Way	Right of Way	260
41	10th Avenue Sign, Median and Right of Way	Right of Way	114
42	6th Avenue Sign, Median and Right of Way	Right of Way	93
44	Fire Station #2	Municipal Property - Public Safety	17
45	17th Ave North Natural Area	Municipal Property - Undeveloped	106
46	Terrace Drive East	Right of way	296*
47	South Landfill	Municipal Property - Other	129*
48	Osbourne School	Municipal Property - Institutional	70*
49	Public Services Compound	Municipal Property - Utilities	18
N/A	Golf Course	Park	1250*
<b>Total Number of Trees:</b>			<b>7,897</b>

*\*Note - sites also included dense clusters of trees (typically invasive exotic species) where individual trees could not reasonably be differentiated. As such, the clusters of trees were mapped as polygons.*

**EXHIBIT C**

**Example of Marketing Material designed for the Village of Tequesta Parks Master Plan**



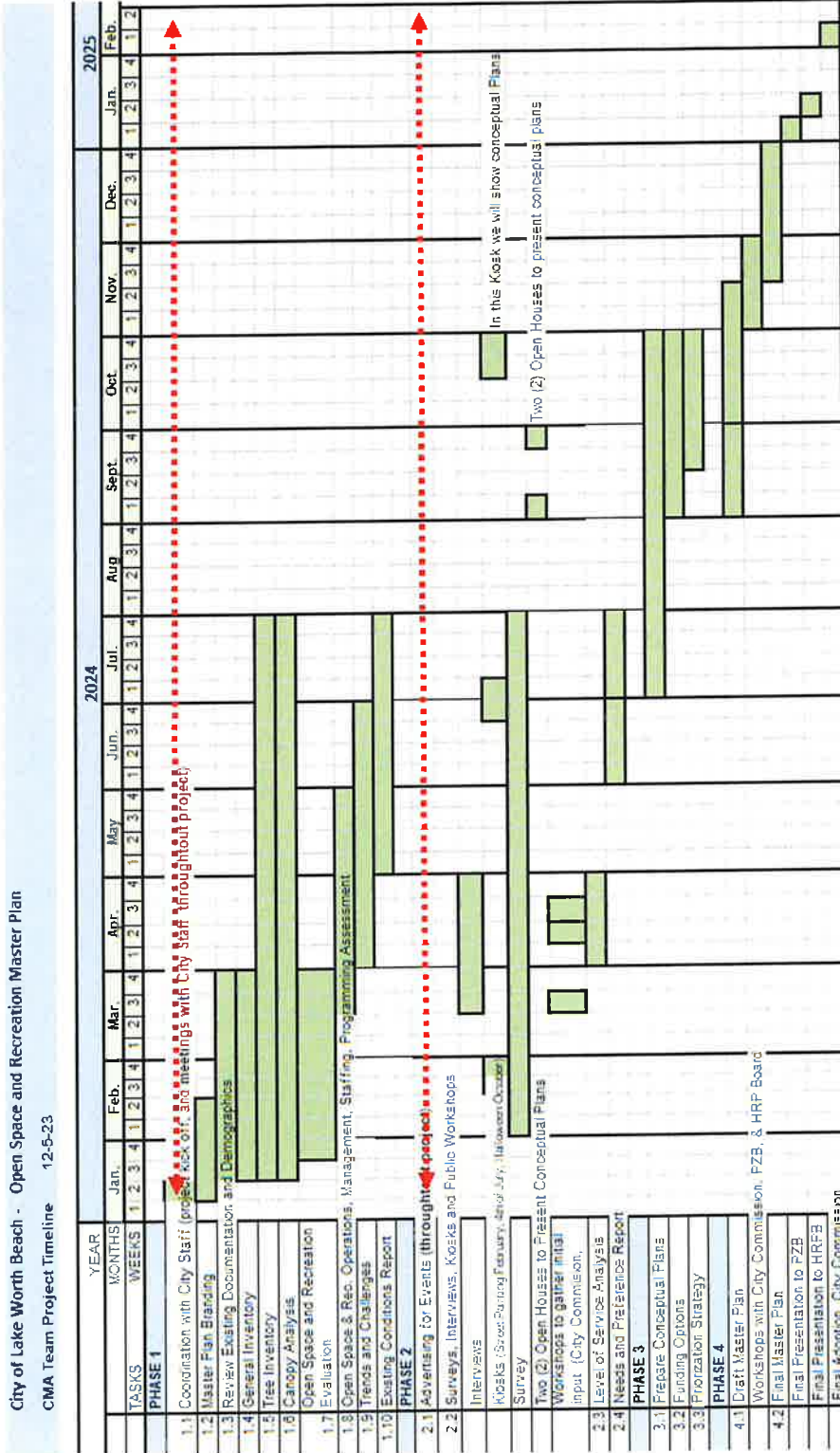
Business Cards with QR Code to be provided to residents at all public events. The QR Code allows access to the survey and facilitate the community participation since residents can respond the survey from their cellular phone.



11x17 Poster with QR Code to advertise events and be distributed to businesses and residents.



### EXHIBIT D Project Timeline



\* The CMA Team can adjust this timeline according to the City's requirements.

# EXECUTIVE BRIEF REGULAR MEETING

**AGENDA DATE:** January 16, 2024

**DEPARTMENT:** Community Sustainability

**TITLE:**

Consideration of an alcohol beverage distance waiver to allow package sales of alcoholic beverages (wine only) at 500 North Dixie Highway

**SUMMARY:**

The applicant, Adam Volpe on behalf of Bottle Holdings, LLC, is requesting an alcohol beverage distance waiver to allow alcohol packaged sales to offer wine delivery services. The subject site is zoned Mixed Use – Dixie Highway (MU-DH) and has a future land use designation of Mixed Use – East (MU-E).

**BACKGROUND AND JUSTIFICATION:**

The proposed business (Bottle Holdings, LLC) is a wine concierge and cellar management company that will encompass ±6,300 square feet of the existing building. Services will include storage, organization, education, and transportation of the customer's wine collection. Hours of operation will be 10 AM to 6 PM, Monday through Friday. Although access to the specialty storage portion of the facility will be available to customers 6 AM to 10 PM, Monday through Sunday.

Deliveries will comprise a small fraction of the overall business. Bottle Holdings, LLC will own a small, temperature controlled, non-commercial size van (Mercedes-Benz Metris or similar) to offer delivery and pickup services for clients on an as needed basis. The applicant estimates five deliveries per week and there will be no secondary fulfillment by delivery services.

An alcohol distance waiver is required since the subject property will be located within a 500ft of:

- A church located at 630 North H Street is within five hundred (500) of the subject parcel.
- Additionally, residential uses in the Mango Groves and Tropical Ridge neighborhoods are located five (500) feet from the parcel.
- There is also at least one restaurant within five hundred (500) feet of the proposed packaged alcoholic beverage sales and on-site consumption.

The Planning and Zoning Board (PZB) is the final decision maker for alcohol distance waivers related on-site consumption and provides a recommendation to the City Commission for alcohol distance waivers related to package sales per LDR Section 23.2-9. At its meeting of December 6, 2023, the PZB reviewed the proposed alcohol distance waiver for package sales and provided a recommendation of approval including all conditions as included in the PZB Staff Report. At the same meeting, the PZB also approved a Conditional Use Permit (CUP) and alcohol distance waiver for on-site consumption to allow wine consumption for accessory tastings and classes.

**MOTION:**

Move to approve/disapprove the alcohol distance waiver for the sale of packaged wine.

**ATTACHMENT(S):**

PZB Staff Report  
Supporting Documents

## PLANNING AND ZONING BOARD REPORT

**PZB Project Numbers 23-00500018, 23-00600004, & 23-00600005:** A conditional use permit for the establishment of a cellar management company designated as specialty storage and specialty retail uses with accessory classes and tasting events by LDR Section 23.3-6 and two (2) alcohol beverage distance waivers to allow package sales and on-site consumption for the property located at 500 North Dixie Highway. The subject site is zoned Mixed Use – Dixie Highway (MU-DH) and has a future land use designation of Mixed Use – East (MU-E).

**Meeting Date:** December 6, 2023

**Property Owner:** Scott Diamante, PBC LAND DEVELOPMENT LLC

**Applicant:** Adam Volpe, BOTTLE HOLDINGS, LCC

**Address:** 500 North Dixie Highway

**PCN:** 38-43-44-21-15-150-0010

**Size:** 1.1928 Acre Lot/±23,707 square feet of existing building area/±6,300 square feet of proposed use area

**General Location:** Frontage on North Dixie Highway, 5<sup>th</sup> Avenue North, and 6<sup>th</sup> Avenue North

**Existing Land Use:** Antique Mall/Auctions

**Current Future Land Use Designation:** Mixed Use East (MU-E).

**Zoning District:** Mixed Use – Dixie Highway (MU-DH)

Location Map



## RECOMMENDATION

The documentation and materials provided with the application request were reviewed for compliance with the applicable guidelines and standards found in the City of Lake Worth Beach Land Development Regulations (LDRs) and for consistency with the Comprehensive Plan and Strategic Plan.

- **Conditional Use Permit (CUP):** The proposed request is consistent with the Comprehensive Plan, Strategic Plan, and LDRs as conditioned. Therefore, a **recommendation of approval with conditions** is provided to the Planning and Zoning Board. The conditions are located on pages 6 and 7 of this report.
- **Alcohol Distance Waiver for Package Sales:** Staff recommends that the Planning and Zoning Board reviews this information to determine if the proposed alcohol beverage distance waiver meets the criteria of the Comprehensive Plan and LDRs. If the Planning and Zoning Board recommends approval to the City Commission of the request, conditions of approval have been provided on pages 6 and 7 of this report.
- **Alcohol Distance Waiver for On-Site Consumption:** Staff recommends that the Planning and Zoning Board reviews this information to determine if the proposed alcohol beverage distance waiver meets the criteria of the Comprehensive Plan and LDRs. If the Planning and Zoning Board approves the request, conditions of approval have been provided on pages 6 and 7 of this report.

## PROJECT DESCRIPTION

The applicant, Adam Volpe on behalf of BOTTLE HOLDINGS, LLC, is requesting:

- A **Conditional Use Permit (CUP)** for the establishment of a cellar management company designated as specialty storage and specialty retail uses with accessory classes and tasting events.
- An **Alcohol Distance Waiver for Package Sales** to offer wine delivery services.
- An **Alcohol Distance Waiver for On-Site Consumption** to allow wine consumption at tastings and classes.

The proposed business (Bottle Holdings, LLC) is a wine concierge and cellar management company that will encompass ±6,300 square feet of the existing building. Services will include storage, organization, education, and transportation of the customer's wine collection. Hours of operation will be 10 AM to 6 PM, Monday through Friday. Although access to the specialty storage portion of the facility will be available to customers 6 AM to 10 PM, Monday through Sunday.

Deliveries will comprise a small fraction of the overall business. Bottle Holdings, LLC will own a small, temperature controlled, non-commercial size van (Mercedes-Benz Metris or similar) to offer delivery and pickup services for clients on an as needed basis. The applicant estimates five deliveries per week and there will be no secondary fulfillment by delivery services.

## COMMUNITY OUTREACH

Staff has not received letters of support or opposition from adjacent or nearby neighbors.

## BACKGROUND

Below is a summary of the property based on Palm Beach Property Appraiser's records and City records:

**Construction:** The existing structure was constructed in 1956.

**Use:** Antique Mall/Auctions.

**Code Compliance:** The property has an active code compliance case (#23-1876). The violations are related to a damaged ceiling, expired fire extinguishers, and cardboard boxes and debris.

## ANALYSIS

### Consistency with the Comprehensive Plan and Strategic Plan

The subject site has a Future Land Use (FLU) designation of Mixed Use – East (MU-E). The MU-E FLU is intended to provide for a mixture of residential, office, service and commercial retail uses within specific areas east of I-95, near or adjacent to the central commercial core and major thoroughfares of the City. The maximum density of permitted residential development is 30 dwelling units per acre. The preferred mix of uses area-wide is 75% residential and 25% non-residential. While mixed-use projects are allowed on a single site, it is not a requirement that each site within the category incorporate multiple uses. Zoning regulations implementing the Mixed Use – East category shall permit the establishment and expansion of residential (including single family, two-family and multi-family), office, service and commercial retail uses either as uses permitted by right or through conditional use permit provisions. All buildings are required to provide transitional buffering and design features to mitigate impact of the MU-E sites adjacent to residential zoning districts. The proposed request is seeking to add a medium-intensity cellar management company designated as specialty storage and specialty retail uses in the existing building.

The City's Strategic Plan focuses on fostering safer neighborhoods, encouraging community pride, building a vibrant and diverse economy, planning for the future, and enhancing the natural, historic, and cultural environment of the City. Pillar IV.A, IV.D, and V.E of the Strategic Plan state that the City shall achieve economic and financial sustainability through a versatile and stable tax base and influence the supply and expansion of jobs. Because the proposal will allow the establishment of a business that will contribute towards the City's tax base and sustain or increase jobs, it is consistent with Pillar IV.A, Pillar IV.D, and Pillar V.E.

Based on the analysis above, the proposed Conditional Use Permit and Alcohol Distance Waivers, as conditioned, are consistent with the goals, objectives, and polices of the City of Lake Worth Beach's Comprehensive Plan and Strategic Plan.

### Consistency with the Land Development Regulations

*The MU-DH mixed use – Dixie Highway district is designed for Dixie Highway, Lake Worth's commercial spine. The MU-DH district is intended to provide the establishment and expansion of a broad range of office and commercial uses, including higher density residential use. Certain commercial uses are not permitted in the district because they will be detrimental to the shopping or office functions of the area. The establishment of certain uses is subject to conditional use review to ensure they will not have a negative impact on nearby residential uses or on the commercial viability of their neighbors. The district implements in part the downtown mixed use land use category of the Lake Worth Comprehensive Plan.*

**Analysis:** The applicant is requesting a Conditional Use Permit for medium-intensity (use area less than 7,500 square feet) as specialty storage and specialty retail uses with accessory classes and tasting events by LDR Section 23.3-6. The proposed business (Bottle Holdings, LLC) is a wine concierge and cellar management company that will encompass ±6,300 square feet of the existing building. Services will include storage, organization, education, and transportation of the customer's wine collection. Hours of operation will be 10 AM to 6 PM, Monday through Friday. Although access to the specialty storage portion of the facility will be available to customers 6 AM to 10 PM, Monday through Sunday. The applicant estimates five deliveries per week.

Based on the data and analysis provided by the applicant, the proposed conditional use is not anticipated to impact the surrounding area greater than multiple uses permitted by right. The building will be served by municipal services, including water, sewer, refuse, fire and police. The site is located on a major road (North Dixie Highway). Therefore, no additional public expenditures are required to service the proposed use.

The analysis for the conditional use permit is provided in the section below and is consistent with the review criteria located in Attachment A.

The Department of Community Sustainability is tasked in the LDRs to review conditional use applications for consistency with the City's LDRs (Section 23.2-29(i)), for compliance with the following findings for granting conditional uses and to provide a recommendation on the proposed project.

**Section 23.2-29.a), Conditional Use Permits:** *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.*

**Section 23.2-29.b), Approval Authority:** *The planning and zoning board, in accordance with the procedures, standards and limitations of this section, shall approve, approve with conditions, or deny an application for a development permit for a conditional use permit after review and recommendation by the development review official.*

**Analysis:** A recommendation of approval by the development review official is provided on page 2 of this report.

**Section 23.2-29.c), General Procedures:** *The department for community sustainability shall review the application in accordance with these LDRs and prepare a report that summarizes the application and the effect of the proposed conditional use, including whether the application complies with each of the findings for granting conditional uses stated below and provide a recommendation for whether the application should be approved, approved with conditions, or denied.*

**Analysis:** The structure on the property was constructed in 1956. The existing site conditions do not conform to the current LDRs; therefore, the nonconformities section of the land development regulations, LDR Section 23.5-3 is applicable. The existing nonconformities are not proposed to be increased or negatively impacted by the subject Conditional Use request. **The proposed Conditional Use is consistent with the City's LDRs based on the following data and analysis:**

**Per LDRs Section 23.4-10.f)2.A., Exceptions (Off-street Parking).** *Parking is not required for changes in use or occupancy or remodeling of existing buildings which do not increase floor area or number of overall existing dwelling units, located outside of the single-family residential SF-R zoning district.*

**Analysis:** LDR Section 23.4-10 states that additional parking is not required for changes in use or occupancy or the remodeling of existing buildings which does not increase floor area or the number of existing dwelling units. Therefore, no additional parking is required. The existing site has ±23,707 square feet of existing building area. There are approximately 41 parking spaces on the surface parking lot.

**Signage:** Signage is required to comply with the size and design requirements in the Land Development Regulations. Any proposed signage will be reviewed at building permit for consistency with these requirements.

**Section 23.6-1. - Landscape regulations:** *The objective of this section is to provide minimum standards for the installation and maintenance of landscaping within the city. Per Section 23.6-1(c)(2), "on the site of a building or open-lot use providing an off-street parking, storage or other vehicular use area, where such an area will not be screened visually by an intervening building or structure from an abutting right-of-way or dedicated alley, shall require landscaping" consistent with this section including a landscape strip ten (10) feet in depth.*

**Analysis:** It is staff's analysis that the site has missing trees and shrubs in the perimeter landscape and parking lot islands. In addition, there is unpermitted on the south side of the parking lot that must be replaced with shrubs and ground cover. Staff has added a condition of approval to submit a landscape plan to address these nonconformities.

#### **Findings for Granting Conditional Uses**

*Prior to approving any conditional use permit, the decision-making authority shall find based on competent and substantial evidence that the following criteria related to conditional uses are met:*

#### ***Section 23.2-29.d) General findings relating to harmony with LDRs and protection of public interest.***

**Analysis:** The proposed Conditional Use Permit is in general harmony with the surrounding area and consistent with development of the corridor. The requested use is an anticipated use in the MU-DH zoning district. The proposed use will not result in less public benefit nor will it result in more intensive development than anticipated in the zoning district in the comprehensive plan. However, it was noted in the review that additional landscaping will be required. Therefore, staff has proposed conditions of approval addressing these concerns.

#### ***Section 23.2-29.e) Specific findings for all conditional uses.***

**Analysis:** The proposed Conditional Use Permit is not anticipated to impact the surrounding area greater than uses allowed on the property and within the zoning district. The building is already served by municipal services, including water, sewer, refuse, fire and police. No additional public expenditures are required to service the proposed use. The site is located on a major road (North Dixie Highway), and as such traffic flow and movements related to the proposed use is not anticipated to negatively impact the street greater than a use permitted by right. The proposed use will not change the existing on-site traffic circulation. Staff has proposed landscaping conditions of approval to ensure compliance with the LDRs.

#### ***Section 23.2-29.g) Additional requirements.***

**Staff Analysis:** The property has an active code compliance case (#23-1876). The violations are related to a damaged ceiling, expired fire extinguishers, and cardboard boxes and debris.

#### **Section 5.5(d) – Standards for Review/Decision**

A decision on a request for the waivers shall be guided by the following factors:

- 1) Whether approval of the waiver will result in two (2) or more alcoholic beverage establishments having a license within five hundred (500) feet of a protected land use or each other, or within five hundred (500) feet of a property zoned for residential use;

**Analysis:** Per LDR Section 5.5(a)(2), protected land uses are identified as churches, public or private schools, parks, and libraries. A church located at 630 North H Street is within five hundred (500) of the subject parcel. Additionally, residential uses in the Mango Groves and Tropical Ridge neighborhoods are located five (500) feet from the parcel. There is also at least one restaurant within five hundred (500) feet of the proposed packaged alcoholic beverage sales and on-site consumption. Therefore, the alcohol distance waiver is required since the proposed business will be located within a 500ft radius of other alcoholic beverage establishments, protected land uses, and residential properties.

- 2) Whether the license is being added to or is a license upgrade of an existing use or to an establishment which is relocating to the subject location;

**Analysis:** The proposed alcohol package sales and on-site consumption of wine will be accessory to a wine concierge and cellar management company. If approved, staff has added a condition of approval that the Applicant shall apply for a City of Lake Worth Beach Business License to legally operate the sales of alcoholic beverages.

- 3) If the property contains a structure which is on the National Register of Historic Places or otherwise has been designated by the city as having historic architectural significance, whether the structure will be preserved or developed so as to retain its architectural and historic character; and

**Analysis:** The subject property is does not contain a designated historic property, therefore this criterion is not applicable.

- 4) Whether the waiver promotes the health, safety and welfare of the neighborhood and the public.

**Analysis:** The waiver is necessary to allow the packaged sales and on-site consumption of wine at the subject property. Staff has added several conditions of approval so that the business operates within the allowed hours of sale to ensure the proposed accessory use is not detrimental to the health, safety, and welfare and surrounding community.

## CONCLUSION AND CONDITIONS

**Conditional Use Permit:** The MU-DH zoning is intended to provide the establishment and expansion of a broad range of office and commercial uses, including higher density residential use. Based on the data and analysis in this report and the supporting materials by the applicant, the requested uses are not anticipated to negatively impact adjacent properties as conditioned. Further, the proposed Conditional Use Permit will be compatible with the neighboring uses in the North Dixie Highway corridor. Therefore, a recommendation of approval is provided to the PZB with the following conditions:

1. Prior to the issuance of a business license, a minor site plan shall be approved to address the following:
  - a. All existing landscape on the site.
  - b. The addition of one (1) Black Olive tree adjacent to North Dixie Highway north of the driveway.
  - c. The addition of native shrubs along the west and north property lines to provide the required continuous landscape screen.
  - d. The addition of (2) medium maturing native shade trees to the existing parking lot island in between the existing ligustrum trees.
  - e. The removal of the existing unpermitted rock from the planter beds on the south side of the parking lot and add shrubs and groundcovers. A minimum of 75% of the new plants must be native to south Florida.
  - f. All trees and landscape beds must have a minimum of 3 inches of wood mulch.
  - g. Coordinate with the Public Work Department regarding a refuse location and enclosure (if applicable).
2. All uses shall meet all the requirements and stipulations set forth in City Code Section 15-24, Noise control.
3. Per City Code Section 14-32 and LDR Section 23.2-23, the occupant must obtain and maintain the required Business License.
4. The City shall revoke the business license and the approval of the conditional use permit if the property is declared a chronic nuisance as result of or related to the operations of either the requested uses.
5. All uses shall comply with the use occupancy requirements for each tenant space as required by the Florida Building Code.
6. Signage shall be reviewed through the building permit process for consistency with the requirements of the Land Development Regulations.
7. The Applicant shall apply for a City of Lake Worth Beach Business License to legally operate the on-site consumption and packaged alcohol sales as an accessory use to the existing business.



- 
8. All code compliance violations not related to the subject business, shall be resolved prior to the issuance of a business license for the subject business. Any and all outstanding code enforcement fees and fines related to the project site have been paid to the city.

**Alcohol Distance Waiver for Packaged Sales:** The proposed accessory packaged alcoholic beverage sales through delivery services is not anticipated to have direct impact on protected land uses, and is not detrimental to the health safety and welfare of the neighborhood and public. Staff recommends that the Planning and Zoning Board reviews this information to determine whether to waive the prohibition of packaged alcoholic beverage sales within five hundred (500) feet of other place of business of other alcoholic beverage establishments, protected land uses, and residential properties. If the Planning and Zoning Board recommends approval to the City Commission of the request, conditions of approval have been provided below:

1. The Applicant shall apply for a City of Lake Worth Beach Business License to legally operate the packaged alcohol sales as an accessory use to the proposed business.
2. No person shall sell, deliver or permit the sale or delivery of alcoholic beverages for off-premises consumption except for the following hours where a business holds a legal alcohol license: The hours of sale of alcoholic beverages of more than one (1) percent of alcohol by weight shall be between the hours of 7:00 a.m. and 10:00 p.m., each day, unless otherwise permitted under Florida Statutes.

**Alcohol Distance Waiver for On-Site Consumption:** The proposed accessory on-site consumption related to accessory classes and tastings is not anticipated to have direct impact on protected land uses, and is not detrimental to the health safety and welfare of the neighborhood and public. Staff recommends that the Planning and Zoning Board reviews this information to determine whether to waive the prohibition of packaged alcoholic beverage sales within five hundred (500) feet of other place of business of other alcoholic beverage establishments, protected land uses, and residential properties. If the Planning and Zoning Board approved the request, conditions of approval have been provided below:

1. The Applicant shall apply for a City of Lake Worth Beach Business License to legally operate the packaged alcohol sales as an accessory use to the proposed business.
2. No person shall sell, deliver, consume or permit the sale, delivery, service or consumption of alcoholic beverages on the premises except for the following hours where a business holds a legal alcohol license: The hours of sale of alcoholic beverages of more than one (1) percent of alcohol by weight shall be from 12:00 a.m. (midnight) to 2:00 a.m., and 7:00 a.m. to 11:59 p.m., each day.

#### BOARD POTENTIAL MOTION:

**Conditional Use Permit:**

I MOVE TO RECOMMEND APPROVAL WITH CONDITIONS OF PZB PROJECT NUMBER 23-00500018 for a Conditional Use Permit for the establishment of a cellar management company designated as specialty storage and specialty retail uses with accessory classes and tasting events by LDR Section 23.3-6 based on upon the competent and substantial evidence provided in the staff report and in the testimony at the public hearing.

I MOVE TO RECOMMEND APPROVAL WITH CONDITIONS OF PZB PROJECT NUMBER 23-00500018 for a Conditional Use Permit for the establishment of a cellar management company designated as specialty storage and specialty retail uses with accessory classes and tasting events by LDR Section 23.3-6. The project does not meet the conditional use criteria for the following reasons [Board member please state reasons.].

**Consequent Action:** *The Planning & Zoning Board's decision will be final decision for the Conditional Use Permit. The Applicant may appeal the Board's decision to the City Commission.*

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**Alcohol Distance Waiver for Packaged Sales:**

I MOVE TO RECOMMEND APPROVAL WITH CONDITIONS OF PZB PROJECT NUMBER 23-00600004 for an alcohol distance waiver for the sale of packaged wine based on the data and analysis in the staff report and the testimony at the public hearing.

I MOVE TO NOT RECOMMEND APPROVAL WITH CONDITIONS OF PZB PROJECT NUMBER 23-00600004 for an alcohol distance waiver for the sale of packaged wine is not consistent with the waiver criteria for the following reasons [Board member please state reasons.]

**Consequent Action:** *The Planning and Zoning Board will be making a recommendation to the City Commission on the alcohol distance waiver request.*

**Alcohol Distance Waiver for On-Site Consumption:**

I MOVE TO APPROVE PZB PROJECT NUMBER 23-00600005 for an alcohol distance waiver for on-site consumption of wine based on the data and analysis in the staff report and the testimony at the public hearing.

I MOVE TO DISSAPROVE PZB PROJECT NUMBER 23-00600005 for an alcohol distance waiver for the sale of packaged wine is not consistent with the waiver criteria for the following reasons [Board member please state reasons.]

**Consequent Action:** *The Planning & Zoning Board's decision will be final decision for the alcohol distance waiver for on-site consumption of wine. The Applicant may appeal the Board's decision to the City Commission.*

**ATTACHMENTS**

- A. Findings for Granting Conditional Uses
- B. Application Package

**ATTACHMENT A - Findings for Granting Conditional Uses**

<b>Section 23.2-29(d) General findings relating to harmony with LDRs and protection of public interest.</b>	<b>Analysis</b>
<i>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.</i>	<b>In compliance</b>
<i>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.</i>	<b>In compliance</b>
<i>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 for some use permitted by right or some other conditional use permitted on the site.</i>	<b>In compliance</b>
<i>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.</i>	<b>In compliance</b>

<b>Section 23.2-29(e) Specific findings for all conditional uses.</b>	<b>Analysis</b>
<i>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.</i>	<b>In compliance</b>
<i>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</i>	<b>In compliance</b>
<i>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.</i>	<b>In compliance</b>
<i>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.</i>	<b>In compliance</b>
<i>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.</i>	<b>In compliance</b>
<i>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.</i>	<b>In compliance</b>

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.* **In compliance**
  
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.* **In compliance**

***Bottle Holdings, LLC is a comprehensive wine concierge and cellar management company. The business will cater to all aspects of a customer's wine collection management, including storage, organization, education, and transportation. Customers will store their wine collections on site in secure, climate controlled conditions for ongoing curation and management.***

***Bottle Holdings, LLC will operate from 10:00am-6:00pm, Monday through Friday with two staff members on site. Access to the specialty storage portion of the facility will be available to customers Monday through Sunday from 6:00am to 10:00pm. It is anticipated that there will be a marginally small increase in foot traffic as we will be open to the public with staff on-site during the aforementioned hours.***

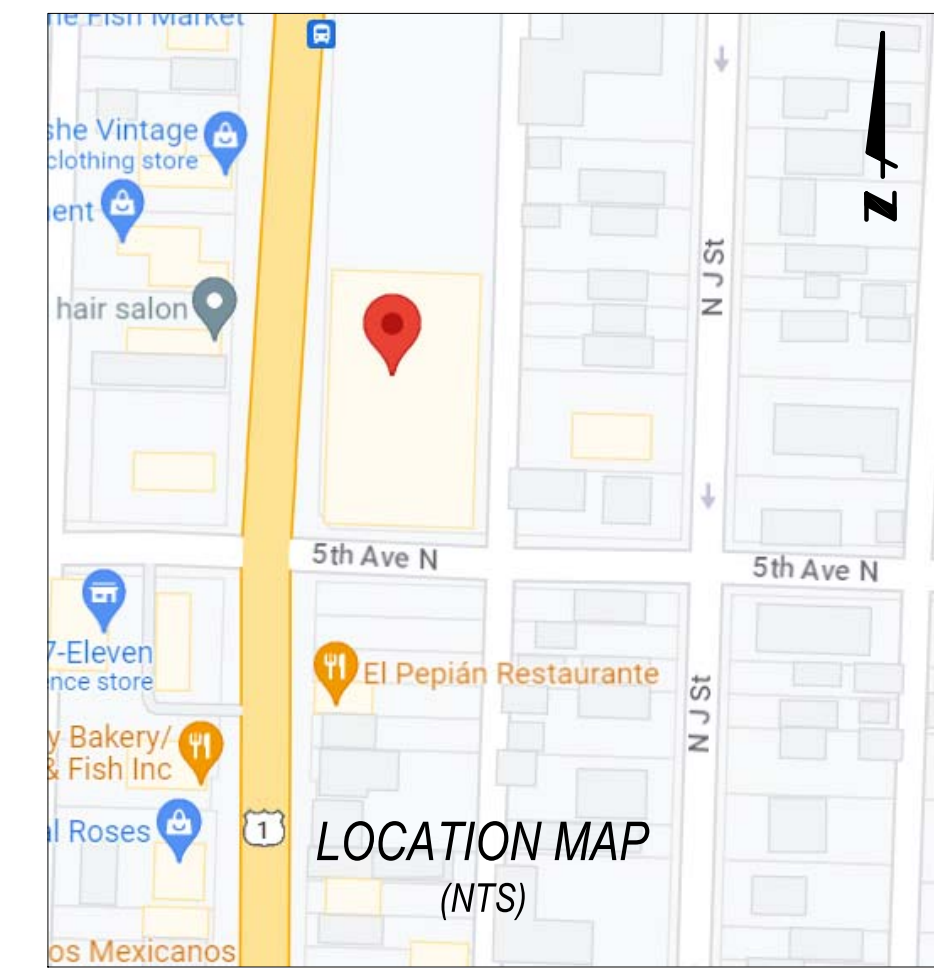
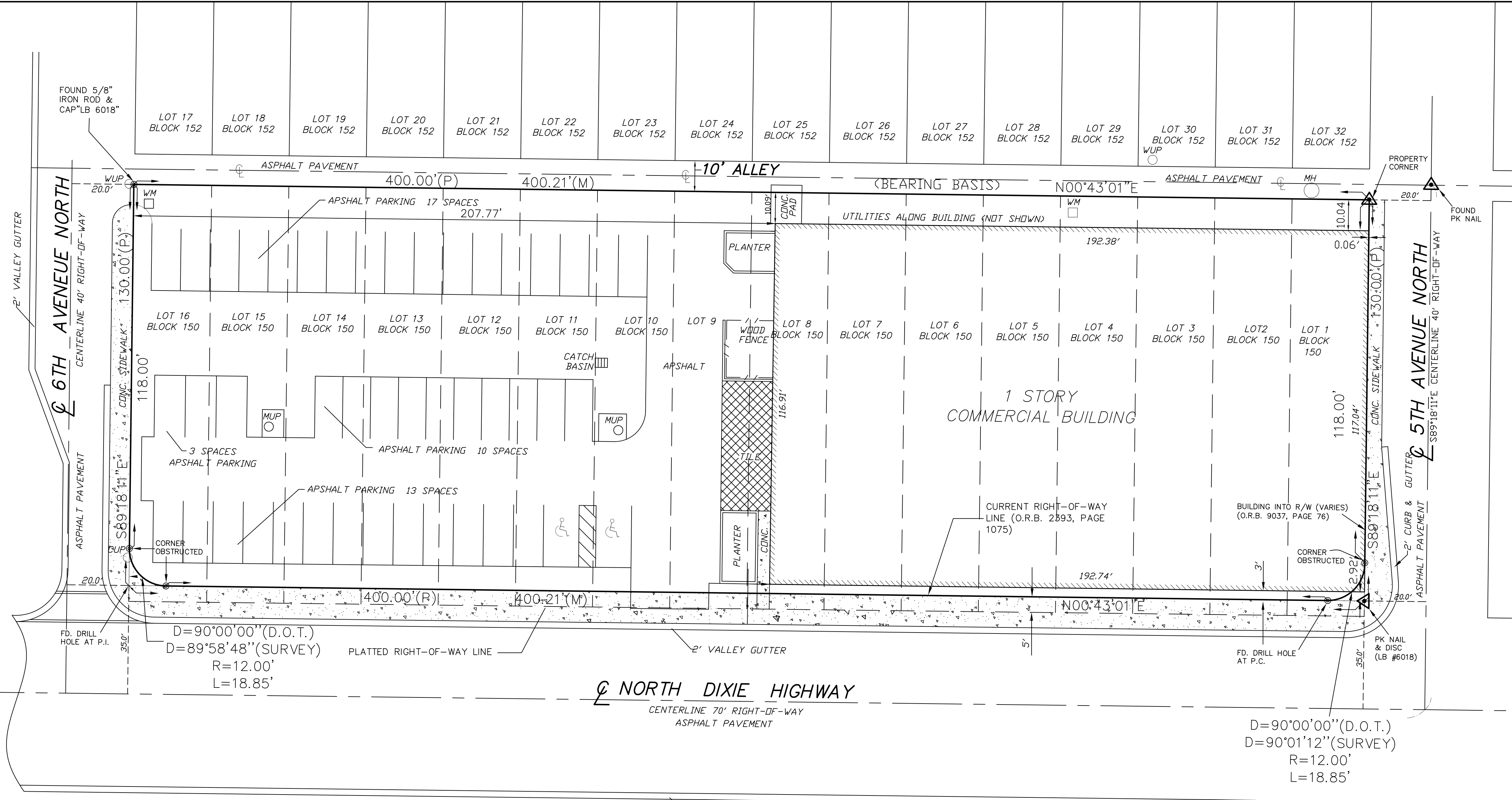
***Deliveries will comprise a small fraction of the overall business. Bottle Holdings, LLC will own a small, temperature controlled, non-commercial size van (Mercedes-Benz Metris or similar) to offer delivery and pickup services for clients on an as needed basis. The current estimates are five deliveries per week by Bottle Holdings, LLC and there will be no secondary delivery services (e.g. Uber Eats, doordash, etc.). No staging/loading areas associated with deliveries or any other capacity of the business will be visible from the street frontage. The nature and intensity of the operations involved with the conditional uses intends to promote the safety and welfare of the neighborhood and public and will be neither hazardous nor inconvenient to any residential areas immediately surrounding the property.***

***Bottle Holdings, LLC will provide management of our clients wine collections. This can include management of collections in their homes as well as wine they cellar on-site. The client will have the option to correspond and arrange with one of our team members to schedule any services needed to be done in person outside of business hours.***

***Bottle Holdings, LLC will safely cellar wine collections for clients in a temperature and humidity controlled environment. Clients will keep all or a portion of their collection in cellaring space as their collections demand. Clients will have the option to customize the interior layout and finishes of their personal cellar to suit their wine collection needs. No showroom space will be required to display these options. The facility's designated storage area will not be used for any function other than the specialty storage of wine. Ample space will be provided to allow circulation of clients within the storage area. Areas where vehicles may be placed for loading and unloading will be distinguished from circulation routes by clear pavement markings.***

***Bottle Holdings, LLC will offer training classes on wine fundamentals to both hospitality professionals and wine enthusiasts alike. This will not include any accredited sommelier certification training. Catering companies may be used to provide any tasting services related to wine education. A Conditional Use Permit for the combined specialty storage and specialty retail uses with accessory classes and tasting events will be pursued along with two Alcohol Distance Waivers to enable both alcohol package sales and alcohol sales consumption. Bottle Holdings, LLC anticipates joining in some of the events that are currently held in the art showroom. No significant increase in***

***event frequency or size from the current state is anticipated. All business/event activity will be conducted entirely within the building. No business, hobby, or other activity unrelated to the aforementioned services will be conducted within the designated storage area. Rental of parking spaces to clients will be prohibited. No storage areas will exist outdoors. No significant increases in noise/light pollution will be generated from the operational capabilities of the business granted by the CUPs or Alcohol Distance Waiver(s). Our approval for the Alcohol Distance Waiver(s) will not, to our knowledge, result in two or more ADWs within a 500 ft. radius. The license is not being added to nor is an upgrade of an existing use or to an establishment which is relocating to the subject location. The property does not contain any historic structures.***



PROPERTY ADDRESS:  
500 NORTH DIXIE HIGHWAY  
LAKE WORTH, FL, 33460-3040

FLOOD ZONE: "C"  
Panel No: 120213 0001 C  
Date: OCTOBER 15, 1982

CERTIFIED TO:  
1. PBC LAND DEVELOPMENT, LLC

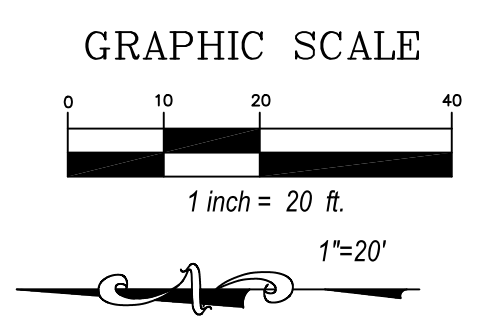
LEGAL DESCRIPTION:  
LOTS 1 THROUGH 16, BLOCK 150 OF THE PALM BEACH FARMS COMPANY PLAT NUMBER 2 TOWNSITE OF LUCERNE NOW ON FILE IN THE OFFICE OF THE CLERK OF THE CIRCUIT COURT IN AND FOR PALM BEACH COUNTY, FLORIDA, AS RECORDED IN PLAT BOOK 2, PAGES 29-40.

EXCEPT:  
THE WEST 2 FEET OF LOTS 1, 5, 11, 15, AND 16; AND EXCEPT A PORTION DESCRIBED IN O.R.BOOK 2393, PAGE 1075, PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA

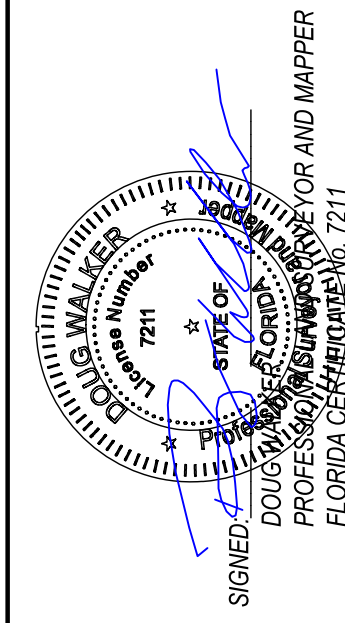
**SURVEYORS' NOTES:**

1. I HEREBY CERTIFY THIS SURVEY MEETS STANDARDS OF PRACTICE SET FORTH IN RULE 6A-17.050-.052, OF THE FLORIDA ADMINISTRATIVE CODE, ADOPTED BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS, PURSUANT TO CHAPTER 472.027 OF THE FLORIDA STATUTES.
2. THE SURVEY MAP AND REPORT AND THE COPIES THEREOF ARE NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OR VERIFIED ELECTRONIC SIGNATURE OF A FLORIDA LICENSED SURVEYOR AND MAPPER.
3. UNDERGROUND OR OBSCURED IMPROVEMENTS WERE NOT LOCATED.
4. DIMENSIONS ARE RECORD AND FIELD UNLESS OTHERWISE NOTED.
5. STATED DIMENSIONS TAKE PRECEDENCE OVER SCALED DIMENSIONS.
6. THIS FIRM'S CERTIFICATE OF AUTHORIZATION NUMBER IS LB 8261.
7. 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.
8. SURVEY SUBJECT TO RESERVATIONS, RESTRICTIONS, EASEMENTS AND RIGHTS-OF-WAY OF RECORD. (UNLESS A TITLE REVIEW, COMMITMENT REVIEW, OR OWNERSHIP AND ENCUMBRANCE REVIEW IS PRESENT ON THE FACE OF THIS DOCUMENT, THIS SURVEY HAS BEEN COMPLETED IN THE ABSENCE OF A TITLE INSURANCE POLICY).
9. LOCATION MAP IS GLEANED FROM ONLINE MAPPING SITES AND AND IS ONLY APPROXIMATE.
10. ELEVATIONS SHOWN HEREON ARE BASED ON NORTH AMERICAN VERTICAL DATUM OF 1988. (NAVD'88)

- ABBREVIATIONS**
- C CENTERLINE
  - CUP CONCRETE UTILITY POLE
  - CB CATCH BASIN
  - WUP WOOD UTILITY POLE
  - CONC CONCRETE
  - WM WATER METER
  - WV WATER VALVE
  - (P) PLAT
  - (M) MEASURED
  - LB LICENSED BUSINESS
  - MH MANHOLE



DATE	DRWT	FIELD	PURPOSE	JOB#
09-23-23	CD			
12-15-15				
04-16-06				
10-15-06				
07-27-05				



BOUNDARY SURVEY

**PRINCIPAL MERIDIAN SURVEYING INC.**  
4546 CAMBRIDGE STREET  
WEST PALM BEACH, FL 33415  
PHONE 833.478.7764 / FAX 561.478.1094  
WWW.PMSURVEYING.NET





















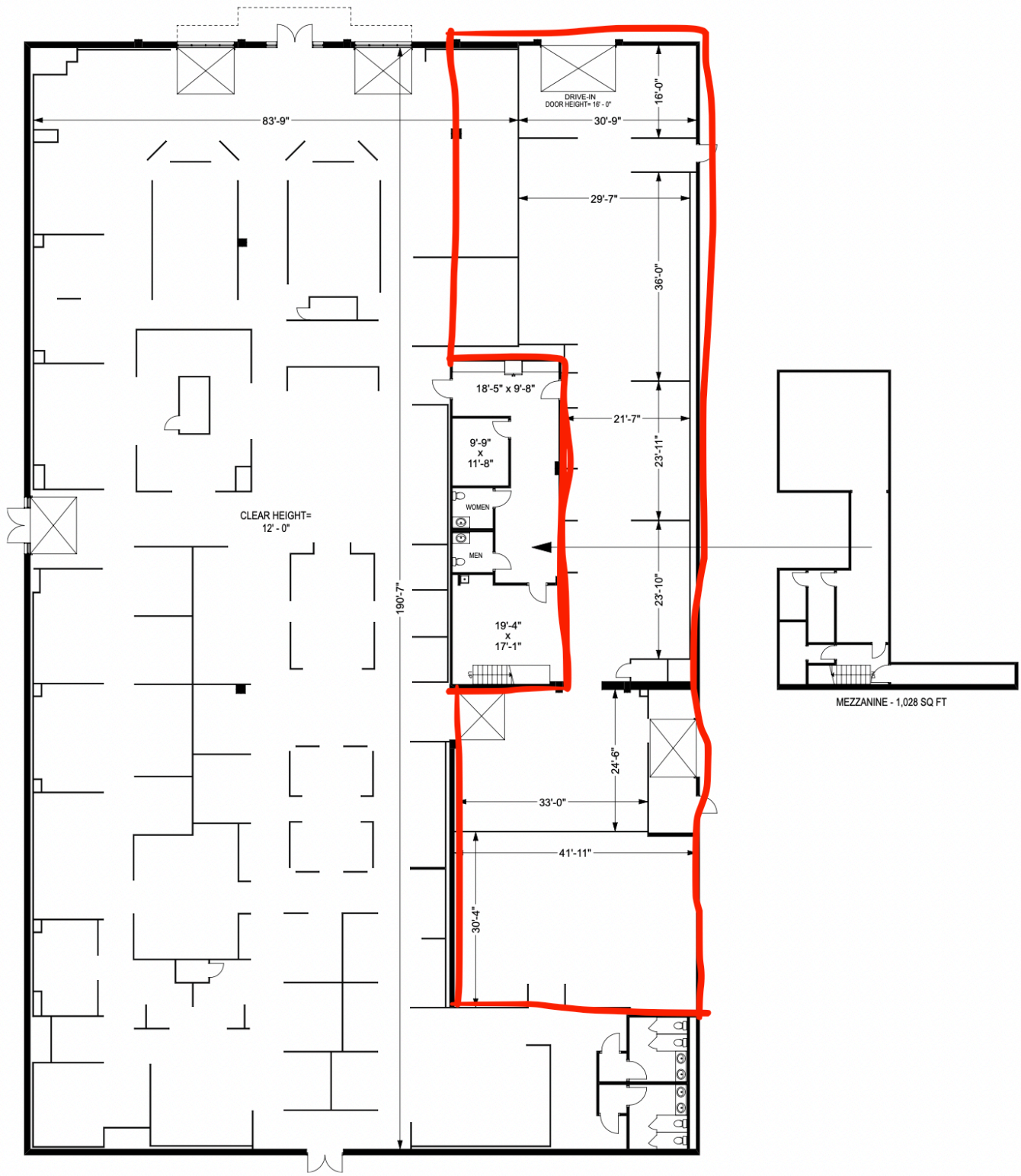


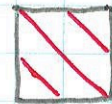
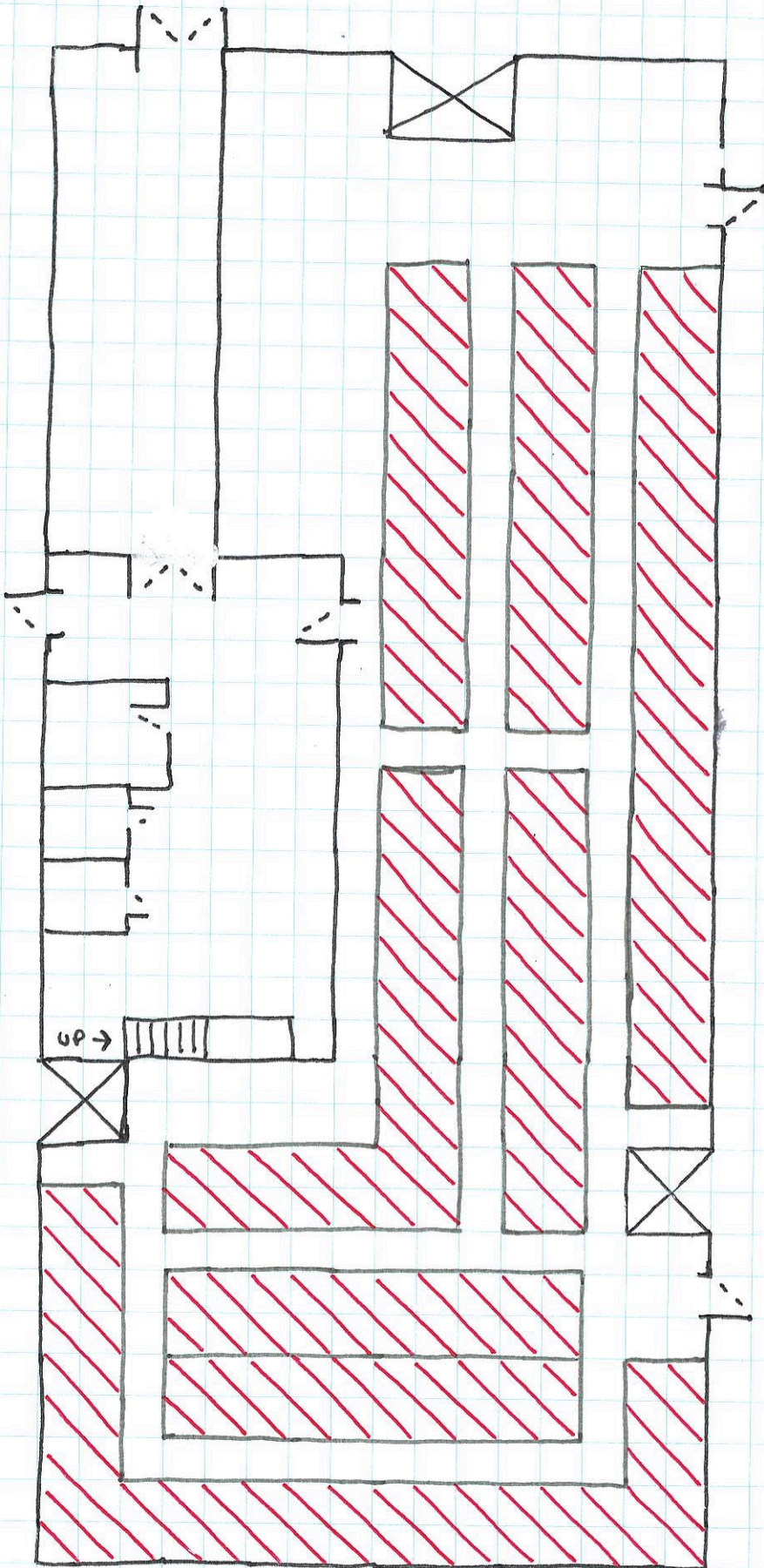












= CELLAR UNITS

# EXECUTIVE BRIEF REGULAR MEETING

**AGENDA DATE:** January 16, 2024

**DEPARTMENT:** Community Sustainability

**TITLE:**

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

**SUMMARY:**

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

**BACKGROUND AND JUSTIFICATION:**

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

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

**MOTION:**

Move to approve/disapprove Ordinance No. 2024-04 – on first reading and set the second reading and public hearing for February 6, 2024.

**ATTACHMENT(S):**

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

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

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

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

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

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

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

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

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

Section 2. Chapter 9, "Buildings and Structural Regulations", Article I, "In General", Section 9-2., "Building code adopted" is hereby amended as follows (added words are underlined and deleted words are ~~struck through~~):

**Sec. 9-2. - Building code adopted.**

46 The Florida Building Commission has adopted, by rule, pursuant to F.S. §§  
47 120.536(1) and 120.54, the ~~2020~~ 2023 edition of the Florida Building Code, which  
48 contains or incorporates by reference all laws and rules that pertain to and govern the  
49 design, construction, erection, alteration, modification, repair, and demolition of public and  
50 private buildings and structures, and the enforcement of such laws and rules.

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

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

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

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

67  
68 Section 5. Repeal of Laws in Conflict. All ordinances or parts of ordinances in conflict  
69 herewith are hereby repealed to the extent of such conflict.

70  
71 Section 6. Codification. The sections of the ordinance may be made a part of the City  
72 Code of Laws and ordinances and may be re-numbered or re-lettered to accomplish such,  
73 and the word “ordinance” may be changed to “section”, “division”, or any other appropriate  
74 word.

75  
76 Section 7. Effective Date. This ordinance shall become effective on ten (10) days after  
77 passage.

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

- 81  
82 Mayor Betty Resch  
83 Vice Mayor Christopher McVoy  
84 Commissioner Sarah Malega  
85 Commissioner Kimberly Stokes  
86 Commissioner Reinaldo Diaz  
87



88 The Mayor thereupon declared this ordinance duly passed on first reading on the  
89 \_\_\_\_\_ day of \_\_\_\_\_, 2023.

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

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

101  
102 The Mayor thereupon declared this ordinance duly passed and enacted on the  
103 \_\_\_\_\_ day of \_\_\_\_\_, 2024.

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106 LAKE WORTH BEACH CITY COMMISSION

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

111 ATTEST:

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114 \_\_\_\_\_  
115 Melissa Ann Coyne, City Clerk  
116

117

# ADMINISTRATIVE CODE CHAPTER 1 FOR THE 8<sup>th</sup> Edition (2023) FLORIDA BUILDING CODE

SCOPE AND ADMINISTRATION

DRAFT

**PART 1—SCOPE AND APPLICATION**  
**SECTION 101**  
**GENERAL**

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

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

**Exceptions:**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

## SECTION 102 APPLICABILITY

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**102.7 Relocation of manufactured buildings.**

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

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

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

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

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

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

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

**SECTION 104**  
**DUTIES AND POWERS OF BUILDING OFFICIAL**

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

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

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

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

with this code.

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

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

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

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

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

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

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

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

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



department of building safety.

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

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

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

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

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

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

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

## SECTION 105 PERMITS

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

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

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

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

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

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

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

**Building:**

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

**Electrical:**

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

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

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

**Gas:**

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

**Mechanical:**

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

**Plumbing:**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**Exception:**

Simplified permitting processes.

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

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

(b) "Contractor" means a person who:

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

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

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

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

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

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

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

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

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

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

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

5. Electrical documents. See *Florida Statutes* 471.003(2)(h). Any electrical or plumbing or air-conditioning and refrigeration system meeting the following thresholds are required to be designed by a Florida Registered Engineer. The system, requires an electrical system with a value of over \$125,000; and Requires an aggregate service capacity of over 600 amperes (240 volts) on a residential electrical system or over 800 amperes (240 volts) on a commercial or industrial electrical system;
 

**Note:** It was further clarified by the Commission that the limiting factor of 240 volt or over is required to be designed by an Engineer. Documents requiring an engineer seal by this part shall not be valid unless a professional engineer who possesses a valid certificate of registration has signed, dated, and stamped such document as provided in Section 471.025, *Florida Statutes*.
6. All public swimming pools and public bathing places defined by and regulated under Chapter 514, *Florida Statutes*.

#### 105.3.1.3 Reviewing application for building permit.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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



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

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

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

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

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

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

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

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

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

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

NOTICE OF COMMENCEMENT.”

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

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

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

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

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

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

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

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

*Residential* for new construction shall be provided.

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

**105.16 Inspection of existing residential building not impacted by construction.**

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

**105.17 Streamlined low-voltage alarm system installation permitting.**

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

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

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

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

## SECTION 106 FLOOR AND ROOF DESIGN LOADS

**106.1 Live loads posted.** In commercial or industrial buildings, for each floor or portion thereof designed for *live loads* exceeding 50 psf (2.40 kN/m<sup>2</sup>), such design *live loads* shall be conspicuously posted by the owner or the owner's authorized agent in that part of each *story* in which they apply, using durable signs. It shall be unlawful to remove or deface such notices.

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

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

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

## SECTION 107 SUBMITTAL DOCUMENTS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**Exceptions:**

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

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

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

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

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

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

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

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

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

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

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

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

**Commercial Buildings:**

**Building:**

1. Site requirements:
  - Parking
  - Fire access

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



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

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

**Mechanical:**

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

**Gas:**

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

**Demolition:**

1. Asbestos removal

**Residential (one- and two-family):**

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

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

**Manufactured buildings/housing:**

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

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

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

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

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

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

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

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

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

## SECTION 108 TEMPORARY STRUCTURES AND USES

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

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

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

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

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

## SECTION 109 FEES

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

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

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

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

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

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

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

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

## SECTION 110 INSPECTIONS

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

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

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

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

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

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

### Building

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

Vertical cells/columns  
 Lintel/tie beams  
 Framing/trusses/bracing/connectors (including truss layout and engineered drawings)  
*Draftstopping/fireblocking*  
 Curtain wall framing  
 Energy insulation (Insulation R-factor as indicated on *approved* energy calculations)

Accessibility

Verify rough opening dimensions are within tolerances.

Window/door buck attachment

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

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

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

Roof sheathing

Wall sheathing

Continuous air barrier

Exterior siding/cladding

Sheathing fasteners

Roof/wall dry-in

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

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

Exterior wall coverings and veneers

Soffit coverings

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

Dry-in

Insulation

Roof coverings (including In Progress as necessary)

Insulation on roof deck (according to submitted energy calculation)

Flashing

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

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

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

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

1. Steel reinforcement inspection

2. Underground electric inspection

3. Underground piping inspection including a pressure test.

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

5. Underground piping inspection under deck area

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

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

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

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

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

#### Electrical

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

#### Plumbing

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

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

#### Mechanical

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

#### Gas

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



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

**Site Debris**

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

**110.3.1 Footing and foundation inspection.**

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

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

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

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

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

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

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

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

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

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

**110.3.10 Special inspections.** Reserved.

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

**110.3.11.1 Flood hazard documentation.**

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

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

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

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

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

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

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

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

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

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

**110.8 Threshold building.**

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

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

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

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

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

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

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

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

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

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

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

**110.9 Mandatory structural inspections for condominium and cooperative buildings.**

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

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

**110.9.2. As used in this section, the terms:**

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

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

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

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

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

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

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

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

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

**110.9.7.** A milestone inspection consists of two phases:

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

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

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

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

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

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

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

## SECTION 111 CERTIFICATE OF OCCUPANCY

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

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

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

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

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

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

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

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

## SECTION 112 SERVICE UTILITIES

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

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

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

## SECTION 113 BOARD OF APPEALS

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

### 113.2 Membership and Terms

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

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

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

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

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

#### **113.4 Appeals**

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

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

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

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

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



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

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

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

### **113.5 Procedures of the board.**

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

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

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

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

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

## **SECTION 114**

## VIOLATIONS

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

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

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

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

### SECTION 115 STOP WORK ORDER

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

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

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

### SECTION 116 UNSAFE STRUCTURES AND EQUIPMENT

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

## SECTION 117 VARIANCES IN FLOOD HAZARD AREAS

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