



AGENDA
CITY OF LAKE WORTH BEACH
REGULAR CITY COMMISSION MEETING
BY TELECONFERENCE
TUESDAY, OCTOBER 20, 2020 - 6:00 PM

ROLL CALL:

INVOCATION OR MOMENT OF SILENCE: led by Commissioner Herman Robinson

PLEDGE OF ALLEGIANCE: led by Vice Mayor Andy Amoroso

AGENDA - Additions / Deletions / Reordering:

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

- A. [Proclamation celebrating Florida City Government Week](#)
- B. [Proclamation declaring October 2020 as Breast Cancer Awareness Month](#)
- C. [Proclamation declaring October 2020 as Domestic Violence Awareness Month](#)

COMMISSION LIAISON REPORTS AND COMMENTS:

PUBLIC PARTICIPATION OF NON-AGENDAED ITEMS AND CONSENT AGENDA:

APPROVAL OF MINUTES:

- A. [Regular Meeting - October 6, 2020](#)

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

- A. [Resolution No. 46-2020 – Local Agency Program Supplemental Agreement 442094-1-58-01 \(SA#1\) with Florida Department of Transportation](#)
- B. [Work Order #5 for The Paving Lady](#)
- C. [Task Order 22 with Wantman Group \(WGI\) for the Neighborhood Road Program Year 4 projects](#)
- D. [Resolution No. 48-2020 - Establish the rates, fees and charges for the Local Sewer System](#)
- E. [Amendment 1 to Task Order No. 18 with Wantman Group, Inc., for construction engineering and inspection services for Park of Commerce Phase 1B Infrastructure Improvements project](#)

PUBLIC HEARINGS:

- A. [Ordinance No. 2020-13 – Second Reading - Amend the City’s Code of Ordinances Chapter 23 Land Development Regulations \(development orders\)](#)

- B. [Ordinance No. 2020-14 – Second Reading - Amend the City’s Code of Ordinances Chapter 23 Land Development Regulations to update and clarify the quasi-judicial process for land use and zoning matters](#)
- C. [Ordinance No. 2020-16 – Second Reading -- providing authority for the issuance of taxable utility bonds to fully fund reserves](#)

NEW BUSINESS:

- A. [Ordinance No. 2020-19 - First Reading - adopting the Florida Building Code 2020 7th Edition with recommended local amendments to Chapter One](#)
- B. [Resolution No. 47-2020 – authorizing the issuance of Consolidated Utility Revenue Bonds of the City](#)

CITY ATTORNEY'S REPORT:

CITY MANAGER'S REPORT:

ADJOURNMENT:

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

PROCLAMATION

WHEREAS, City government is the government closest to most citizens and the one with the most direct daily impact upon its residents; and

WHEREAS, City government is administered for and by its citizens, and is dependent upon public commitment to and understanding of its many responsibilities; and

WHEREAS, Municipal government provides services and programs that enhance the quality of life for residents, making their city their home; and

WHEREAS, City government officials and employees share the responsibility to pass along their understanding of public services and their benefits; and

WHEREAS, Florida City Government Week offers an important opportunity for elected officials and city staff to spread the word to all citizens of Florida that they can shape and influence this branch of government; and

WHEREAS, the Florida League of Cities and its member cities have joined together to teach citizens about municipal government through different projects and information; and

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

OCTOBER 19-25, 2020

as

FLORIDA CITY GOVERNMENT WEEK

and encourage all citizens, city government officials and employees to participate in events that recognize and celebrate Florida Government Week.

IN WITNESS WHEREOF, I have hereunto set my hand and caused the Seal of the City of Lake Worth Beach, Florida, to be affixed this 20th day of October, 2020.

Pam Triolo, Mayor

ATTEST:

Deborah M. Andrea, City Clerk

**CITY OF LAKE WORTH BEACH
LAKE WORTH BEACH, FLORIDA**

PROCLAMATION

- WHEREAS,** Breast cancer touches the lives of Americans from every background and in every community across our Nation; and
- WHEREAS,** Though we have made great strides in combating this devastating illness, more than 200,000 women will be diagnosed with breast cancer this year, and tens of thousands are expected to lose their lives to the disease; and
- WHEREAS,** During National Breast Cancer Awareness Month, we honor those we have lost, lend our strength to those who carry on the fight, and pledge to educate ourselves and our loved ones about this tragic disease; and
- WHEREAS,** Though the exact causes of breast cancer are unknown, understanding its risk factors is essential to prevention; and
- WHEREAS,** Older women and those who have a personal or family history of breast cancer are among those at greater risk of developing the illness; and
- WHEREAS,** Early detection is also key in the fight against breast cancer and getting recommended screening mammograms can help to detect breast cancer early.

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

OCTOBER 2020

as

NATIONAL BREAST CANCER AWARENESS MONTH

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

IN WITNESS WHEREOF, I have hereunto set my hand and caused the Seal of the City of Lake Worth Beach, Florida, to be affixed this 20th day of October, 2020.

Pam Triolo, Mayor

ATTEST:

Deborah M. Andrea, City Clerk

**CITY OF LAKE WORTH BEACH
LAKE WORTH BEACH, FLORIDA**

PROCLAMATION

- WHEREAS, Domestic Violence Awareness Month has been recognized in our nation since 1987 and in the City of Lake Worth Beach since 2009, and established in memory of triple homicide victims Yamika Murphy, Debbie Sears Johnson and Ronald Anthony Wright; and
- WHEREAS, The National Council Against Domestic Violence reports that domestic violence is one of the most chronically under-reported crimes; and
- WHEREAS, More than one out of three women and more than one out of four men in the United States have experienced rape, physical violence, and/or stalking by an intimate partner in their lifetime (National Intimate Partner and Sexual Violence Survey); and
- WHEREAS, The City of Lake Worth Beach passed a Zero Tolerance Domestic Violence resolution in 2011 following the murder of Martha Aguilar and works with the Palm Beach County Sheriff's Office and other agencies to provide awareness and prevention throughout our schools and community to eliminate intimate partner violence; and
- WHEREAS, In the month of October 2020, during the Domestic Violence Awareness Month, we honor victims, celebrate survivors and rededicate ourselves to breaking the cycle of violence.

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

OCTOBER 2020

as

DOMESTIC VIOLENCE AWARENESS MONTH

IN WITNESS WHEREOF, I have hereunto set my hand and caused the Seal of the City of Lake Worth Beach, Florida, to be affixed this 20th day of October, 2020.

Pam Triolo, Mayor

ATTEST:

Deborah M. Andrea, City Clerk

**MINUTES
CITY OF LAKE WORTH BEACH
REGULAR CITY COMMISSION MEETING
BY TELECONFERENCE
TUESDAY, OCTOBER 6, 2020 - 6:00 PM**

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

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

INVOCATION OR MOMENT OF SILENCE: was led by Vice Mayor Andy Amoroso.

PLEDGE OF ALLEGIANCE: was led by Commissioner Scott Maxwell.

AGENDA - Additions/Deletions/Reordering:

Mayor Triolo requested that LWBEU Consent Item 3 be moved to LWBEU New Business A.

Commissioner Robinson inquired if the District 2 vacancy could be addressed.

Mayor Triolo said that there could be a discussion on the next meeting agenda.

Commissioner Robinson asked about appointing a replacement to the Treasure Coast Regional Planning Council (TCRPC) for Commissioner Hardy to attend the meeting on October 16 since the next Commission meeting would be on October 20.

Michael Bornstein, City Manager, asked Deborah Andrea, City Clerk, to check the records to see who were the appointed and alternate delegates to the TCRPC.

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

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

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

A. Mayor Triolo read the Proclamation honoring the heroic actions of Deputy Phillips Duncan.

B. Mayor Triolo read the Proclamation in honor of National Cybersecurity Awareness Month.

COMMISSION LIAISON REPORTS AND COMMENTS:

Commissioner Robinson: announced that it was Hispanic Heritage Month and that they should be able to celebrate during a hurricane-free October. He thanked Franco Bellitto, Customer

Service Manager, and his customer service department for their efforts with utility disconnects. He expressed appreciation for PBSO being on the ball and making great arrests. He stated that he looked forward to a work session or agenda item about AirBnbs and to the racial equity and leadership activity. He iterated that the parking concerns at the Gulfstream condo were being addressed. He opined that there could be a better aesthetic approach to the barricades around the restaurants downtown and reported that the deadline for the census was extended until the end of October. He said that there would be a peaceful transition with the District 2 seat.

Vice Mayor Amoroso: thanked Leisure Services staff for thinking outside of the box in order to hold some events with social distancing. He announced that the food distribution would continue through the end of November and the City had partnered with Taiwanese, Guatemalan and Haitian Consulates for a feeding event on October 3. He stated that the census was very important and expressed faith that the City could hit 50,000 respondents.

Commissioner Maxwell: said that the high level of work from City staff was great to experience. He stated that it would be important to keep everyone in their homes with electricity on and thanked the EU staff. He said that he was encouraged with the response to the census and hoped that the City would have a higher count with the 2020 census. He announced that he was keeping an eye on ADA access downtown and the restaurant seating. He expressed regret that the Street Painting Festival was canceled this year and hoped that the City would be able to hold some holiday events.

Mayor Triolo: said that she looked forward to the holidays more than ever this year. She thanked everyone who was working on the census to try to increase the City's numbers; the numbers would count towards funding for the schools and food distribution. She stated that the Taiwan Birthday event was great to see with the participation of the consulates from Taiwan, Guatemala and Haiti.

PUBLIC PARTICIPATION OF NON-AGENDAED ITEMS AND CONSENT AGENDA:

City Clerk Andrea read the comment submitted by the following:

Richard Guercio wrote to express his gratitude to Mayor Triolo, Vice Mayor Amoroso and Commissioner Maxwell for banding together and standing up to reject the antics, rudeness and inappropriateness of former Commissioner Hardy.

APPROVAL OF MINUTES:

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

- A. Electric Utility Meeting - August 25, 2020
- B. Special Meeting - September 10, 2020
- C. Regular Meeting - September 15, 2020
- D. Special Meeting - September 24, 2020

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

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

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

- A. Agreement with RSM US LLP for annual independent financial auditing services
- B. Consideration of settlement with Plaintiff, Yoexis Aaron Melendrez Borlot
- C. Fifth Amendment to Professional Services Agreement with Ben Few & Company, Inc.
- D. Ratification of Appointments and Reappointment to the various City Advisory Boards
- E. Proclamation declaring October 11-17, 2020 as Mediation Week
- F. Proclamation commemorating the 109th National Day of the Republic of China (Taiwan)
- G. Purchase Authorization with Badger Meters
- H. Purchase Authorization for Itron meter transmitters from The Avanti Company
- I. Agreement with Allied Universal Corporation to purchase Sodium Hypochlorite (Bleach) for water treatment and odor control
- J. Agreement with Shrieve Chemical, Co. to purchase Sulfuric Acid for water treatment
- K. Agreement with Department of Environmental Protection for State Revolving Fund loan for 2-inch Watermain Replacement Project Phases 5 & 6
- L. Change Order 01 to David Mancini & Sons Inc. for the Lake Osborne Estates Watermain Improvement Project Phase 1
- M. Change Order 01 to David Mancini & Sons Inc. for the Park of Commerce Phase 1B Project

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

PUBLIC HEARINGS:

- A. Ordinance No. 2020-09 – Second Reading – Amend the Comprehensive Plan to include an updated water supply plan and transmit the plan to the State of Florida for review

City Attorney Goddeau read the ordinance by title only.

ORDINANCE NO. 2020-09 OF THE CITY OF LAKE WORTH BEACH, FLORIDA, AMENDING POLICIES IN THE INFRASTRUCTURE ELEMENT OF THE CITY'S COMPREHENSIVE PLAN AND ADOPTING THE 2020 WATER SUPPLY PLAN BY REFERENCE; PROVIDING FOR SEVERABILITY, CONFLICTS AND AN EFFECTIVE DATE. BY INCORPORATING A WATER SUPPLY PLAN AND AMENDING THE INFRASTRUCTURE ELEMENT; PROVIDING FOR SEVERABILITY, CONFLICTS AND AN EFFECTIVE DATE

Action: Motion made by Commissioner Maxwell and seconded by Vice Mayor Amoroso to approve/disapprove Ordinance 2020-09 on second reading to amend the Comprehensive Plan to include an updated water supply plan and transmit the plan to the State of Florida for review.

Mayor Triolo declared that the ordinance was back for a second reading.

City Clerk Andrea stated that there were no public comments.

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

UNFINISHED BUSINESS:

There were no Unfinished Business items on the agenda.

NEW BUSINESS:

A. Grant Request for the Palm Beach County (PBC) Food Bank to partially offset the City building permit fees

Action: Motion made by Commissioner Maxwell and seconded by Vice Mayor Amoroso to approve a Grant to assist with Building Permit Fees for the PBC Food Bank in the amount of \$22,000 and to authorize the City Manager to execute the Grant transaction.

Mayor Triolo stated that she had requested the item.

City Manager Bornstein said that Jim Greco, the PBC Food Bank Interim CEO, was available to answer any questions. He reported that the PBC Food Bank would be moving into the Park of Commerce; the grant was being sought because building permit fees could not be waived in the State of Florida.

Mayor Triolo announced that the PBC Food Bank supported 35 agencies.

Comments/requests summary:

1. Vice Mayor Amoroso asked if PBC would be contributing any money.

Mr. Greco replied that the County provided a lot of aid, especially during the pandemic. He explained that no fees were being paid to the County for the construction project, only to the City.

Vice Mayor Amoroso asked if the space was being built and if the Food Bank would own the building.

Mr. Greco responded that the food bank would have a 28,000 square foot space with a ten year lease.

City Clerk Andrea stated that there were no public comments.

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

B. Ordinance No. 2020-13 – First Reading - Amend the City’s Code of Ordinances Chapter 23 Land Development Regulations (development orders)

City Attorney Goddeau read the ordinance by title only.

ORDINANCE 2020-13 - AN ORDINANCE OF THE CITY OF LAKE WORTH BEACH, FLORIDA, AMENDING CHAPTER 23 "LAND DEVELOPMENT REGULATIONS," ARTICLE 2, "ADMINISTRATION," DIVISION 3 "PERMITS," BY ADDING A NEW SECTION "EXPIRATION OF DEVELOPMENT ORDERS" TO PROVIDE FINALITY TO APPROVALS AND CONSTRUCTION PROJECTS; AMENDING ARTICLE 1 "GENERAL PROVISIONS," DIVISION 1 "GENERALLY," SECTION 23.1-11 "TIME LIMITATIONS OF APPROVALS," TO PROVIDE UNIFORM TIME LIMITATIONS ON BUILDING PERMITS FOR ALL USES IN THE LAND DEVELOPMENT REGULATIONS AND AMENDING THE SPECIFIC REGULATIONS TO REFLECT THE UNIFORMITY; PROVIDING FOR SEVERABILITY, THE REPEAL OF LAWS IN CONFLICT, CODIFICATION; AND PROVIDING AN EFFECTIVE DATE

Action: Motion made by Vice Mayor Amoroso and seconded by Commissioner Maxwell to approve Ordinance 2020-13 on first reading and set the second reading and public hearing for October 20, 2020.

William Waters, Community Sustainability Director, introduced Erin Sita, Community Sustainability Assistant Director. Ms. Sita explained that the ordinance provided for a series of amendments related to consistency and clarity for development order time extensions and expirations in Chapter 23 "Land Development Regulations," including building permits, variances, site plan review, historic preservation, and other zoning permits. She iterated that it was part of a series of amendments in 2020 to address code updates prioritized by the City Commission at the March 5, 2020 workshop and had been approved unanimously by the PZB on September 2 and the HRPB on September 9, 2020. She stated that there would be a new section 23.2-37 "Expiration of Development Orders" to establish consistency and finality with development order expirations and time extensions and that following sections would be amended for consistency and uniformity with the new section:

Section 23.1-11 "Time limitations of approvals"

Section 23.2-26(c) "Time limit for variances,"

Section 23.2-29(k) "Expiration of conditional use approval,"

Section 23.2-30(f) "Expiration of site plan approval,"

Section 23.5-4(j) "Issuance of certificate of appropriateness; commencement of permitted improvements," and

Section 23.7(4)(e) "Expiration" as it relates to flood plain permits.

City Clerk Andrea stated that there were no public comments.

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

C. Ordinance No. 2020-14 – First Reading - Amend the City’s Code of Ordinances Chapter 23 Land Development Regulations to update and clarify the quasi-judicial process for land use and zoning matters

ORDINANCE 2020-14 - AN ORDINANCE OF THE CITY OF LAKE WORTH BEACH, FLORIDA, AMENDING CHAPTER 23 "LAND DEVELOPMENT REGULATIONS," ARTICLE 2, "ADMINISTRATION", DIVISION 2 "PROCEDURES," SECTION 23.2-

16 “QUASI-JUDICIAL PROCEDURES” AND SECTION 23.2-17 “APPEALS” TO UPDATE AND CLARIFY THE QUASI-JUDICIAL PROCESS FOR LAND USE AND ZONING MATTERS; PROVIDING FOR SEVERABILITY, THE REPEAL OF LAWS IN CONFLICT, CODIFICATION; AND PROVIDING AN EFFECTIVE DATE

Action: Motion made by Vice Mayor Amoroso and seconded by Commissioner Robinson to approve Ordinance 2020-14 on first reading and set the second reading and public hearing for October 20, 2020.

Mr. Waters explained that Assistant City Attorney Pamala Ryan prepared the amendments.

Ms. Sita reported that Ordinance 2020-14 provided for a series of amendments related to changes to update and clarify Sec. 23.2-16 “Quasi-judicial procedures” and Sec. 23.3-17 “Appeals.” She stated that it was part of a series of amendments in 2020 to address code updates prioritized by the City Commission at the March 5, 2020 workshop and had been approved unanimously by the PZB on September 2 and the HRPB on September 9, 2020. She described how the LDR amendments were intended to update and clarify the quasi-judicial process for land use and zoning matters including appeals and that the proposed amendments had been reviewed by staff for consistency with the City’s Comprehensive Plan.

Comments/requests summary:

1. Commissioner Maxwell inquired if the ordinance address notification of the affected parties within a certain radius of the projects.

Mr. Waters answered that notification reflective of the Florida Statutes was incorporated into the ordinance, which required a minimum of 10 days. He stated that the period could be made long and brought back as part of the second reading.

Commissioner Maxwell requested that the notice be extended from 10 to 30 days.

Mr. Waters responded that the change in notice time would extend the City’s overall development process from the fastest in Florida to one of the longest ones.

Commissioner Maxwell stated that property owners needed time to be apprised about upcoming developments and asked if there was a time period between 10 and 30 days.

City Manager Bornstein stated that the City prided itself on having a process that made it very competitive and suggest that information regarding the best practices in other cities could be presented at the second hearing to help the Commissioners make an informed decision. He said that there could be experiences in other cities to achieve notification without delaying the process.

2. Commissioner Robinson suggested additional or improved signage to give the public more information without slowing down the process.

City Attorney Goddeau stated that the ordinance could be revised for second reading to incorporate best practices.

City Clerk Andrea stated that there were no public comments.

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

D. Consideration of PZB 20-00600001 – Request for an Alcohol Beverage Distance Waiver for the specialty distillery Dr. Spirits

Mayor Triolo announced that the item was a request by Daniel De Liege of Deli Brands, on behalf of David Kislin of Lucerne Ave Development, LLC for consideration of an Alcohol Beverage Distance Waiver to allow the packaged sales of alcohol at 604 Lake Avenue as part of a new business to be known as Dr. Spirits, a specialty distillery. The commission would be considering whether to grant an Alcohol Beverage Distance Waiver. She stated that this was a quasi-judicial hearing and asked if the Commissioners had any *ex parte* communications or personal investigations to disclose.

None of the Commissioners had any *ex parte* communications to disclose.

Mayor Triolo told all those giving testimony to raise their right hands and be sworn-in.

City Clerk Andrea swore in those giving testimony and requested that they state their names and addresses for the record as well as who they represented.

Mayor Triolo asked William Waters, Director for Community Sustainability, if he or another City employee would give the department presentation.

Ms. Sita gave an overview of the project and displayed the location and zoning map. She announced that the City had introduced some new zoning uses and stated that the overall project, which was the result of those changes, was split into two phases: Phase I was a remodel of the first floor of the building into Dr. Spirits, a specialty distillery with a tasting room. She reported that the conditional use permit and alcohol waiver for on-site consumption was approved by the Planning and Zoning Board on September 2, 2020 to allow for the specialty distillery use and the minor site plan amendment for exterior improvements was under concurrent administrative review and Phase II would be to remodel the remainder of the first and second floor of the building into Doc Holliday's BBQ, a restaurant with a bar and accessory office. She stated that the administrative use permit for the restaurant component was under concurrent review with the minor site plan amendment. She iterated that the City's land development regulations required all Alcohol Beverage Distance Waivers to be analyzed for consistency with Section 5-5 relating to zoning regulations and limitations for the sale of alcoholic beverages. She stated that the proposed project was consistent with that section and a recommended condition of approval limiting package sales to products produced on-site was in the packet. She showed renderings of the current and projected conditions.

Mayor Triolo instructed that the applicant could make a presentation that under the City Commission rules, could be no more than 10 minutes.

David de Liege, the applicant, said that staff had done a great presentation and would not have one of his own. He stated that it would be important for the business to be able to sell its own product.

Mayor Triolo asked if City staff had any questions for the applicant.

City staff had no questions.

Mayor Triolo asked if the applicant had any questions for City staff.

Mr. de Liege did not have any questions.

Mayor Triolo inquired if the Commissioners had any questions for City staff or the applicant.

Commissioner Robinson stated that there could be unintended or unforeseen consequences.

Mayor Triolo stated that the evidentiary part of the hearing was closed and asked the Commissioners to discuss the request.

Mayor Triolo asked for clarification of the changes in the distillery/brewery categories through the years.

Mr. Waters explained that the City had created its own specialty distillery and brewery definition were created in round two of the LDR amendments. He said that there were limits on the production in the downtown to half of what a microbrewery or distillery could do plus other conditions such as the delivery and receipt of materials. He opined that the project would not have a negative impact on the downtown, which was why the specialty categories were created.

Mayor Triolo asked for a motion to approve, to approve with conditions or to deny the request and said that the motion should state facts supporting the decision and if there were any public comment cards.

City Clerk Andrea said that there were no public comment cards.

Action: Motion made by Vice Mayor Amoroso and seconded by Commissioner Robinson to approve ZB 20-00600001 with a condition limiting package sales to products produced on-site based on the data and analysis in the staff report for an Alcohol Beverage Distance Waiver to allow for packaged sales of alcoholic beverages at 604 Lake Avenue.

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

E. Ordinance No. 2020-16 – First Reading -- providing authority for the issuance of taxable utility bonds to fully fund reserves

City Attorney Goddeau read the ordinance by title only.

ORDINANCE NO. 2020-16 OF THE CITY OF LAKE WORTH BEACH, FLORIDA, AUTHORIZING THE INCURRENCE BY THE CITY OF DEBT OBLIGATIONS TO FUND RESERVES FOR CASH FLOW PURPOSES RELATED TO THE CITY'S CONSOLIDATED UTILITY SYSTEM; PROVIDING THAT SUCH OBLIGATIONS OF THE CITY DO NOT CREATE A GENERAL DEBT OR OBLIGATION OF THE

CITY OR THE STATE BUT SHALL BE PAYABLE SOLELY FROM UTILITY REVENUES; AND PROVIDING AN EFFECTIVE DATE

Action: Motion made by Vice Mayor Amoroso and seconded by Commissioner Robinson to approve Ordinance 2020-16 on first reading and set the second reading and public hearing for October 20, 2020.

City Manager Bornstein explained that the ordinance would authorize the City to move forward with the revenue bonds for the long-discussed utility work; a large portion would go to the system hardening and improvements for the EU's infrastructure.

Comments/requests summary:

1. Commissioner Robinson asked for an assurance for the public that the bond was a well thought out solution rather than raising utility rates.

City Manager Bornstein replied that the assets had value, but borrowing the money at a very low rate would result in a drastic improvement in the neglect of the past 40 years.

City Clerk Andrea stated that there were no public comments.

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

- F. Resolution No. 45-2020 – authorizing the issuance of Consolidated Utility Revenue Bonds of the City

City Attorney Goddeau did not read the resolution.

RESOLUTION NO. 45-2020 - A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF LAKE WORTH BEACH, FLORIDA AUTHORIZING THE ISSUANCE OF CONSOLIDATED UTILITY REVENUE BONDS FROM TIME TO TIME FOR THE PRINCIPAL PURPOSES OF FINANCING AND REFINANCING THE ACQUISITION, CONSTRUCTION AND EQUIPPING OF CAPITAL IMPROVEMENTS TO THE CITY'S CONSOLIDATED UTILITY SYSTEM AND FOR OTHER LAWFUL PURPOSES; PLEDGING THE NET REVENUES OF THE CITY'S CONSOLIDATED UTILITY SYSTEM TO SECURE PAYMENT OF THE PRINCIPAL OF AND INTEREST ON BONDS ISSUED HEREUNDER; PROVIDING FOR PAYMENT OF THE BONDS FROM SUCH REVENUES; PROVIDING FOR THE RIGHTS OF THE HOLDERS OF BONDS ISSUED HEREUNDER; MAKING CERTAIN OTHER COVENANTS AND AGREEMENTS IN CONNECTION WITH BONDS ISSUED HEREUNDER; AND PROVIDING FOR AN EFFECTIVE DATE FOR THIS RESOLUTION

Action: Motion made by Commissioner Maxwell and seconded by Vice Mayor Amoroso to approve Resolution No. 45-2020 authorizing the issuance of Consolidated Utility Revenue Bonds of the City.

City Clerk Andrea stated that there were no public comments.

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

LAKE WORTH ELECTRIC UTILITY:

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

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

- 1) Agreement with Wilco Electrical LLC., for electric utility storm restoration services for disaster recovery
- 2) Ratification of Emergency Construction Contract with Restore It All, Inc., for installation of underground conduit and feeder cable at the East Switch Substation
- 3) (moved to LWEU New Business A) Interlocal Agreement with Palm Beach County for Pole Attachments related to the Student Wi-Fi Project

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

NEW BUSINESS:

- A. (moved from LWEU Consent Agenda) Interlocal Agreement with Palm Beach County for Pole Attachments related to the Student Wi-Fi Project

Action: Motion made by Commissioner Maxwell and seconded by Vice Mayor Amoroso to approve the Interlocal Agreement with Palm Beach County for Pole Attachments related to the Student Wi-Fi Project.

Mayor Triolo explained that she wanted a discussion to update the parents in the City.

Ed Liberty, EU Director, thanked City Attorney Goddeau, Paul Nichols, EU Engineering Manager and the County. He expressed that the City was working with the County to bring Wi-Fi access to unserved areas with the intention of providing a better level of communication for students to keep up with their schooling. He stated that the City's in-kind contribution had been calculated and the County would install a combination of radio receivers and transmitters as well as wired attachments to carry the data back. He said that the County was working to ensure that the project would benefit the City.

Comments/requests summary:

1. Vice Mayor Amoroso thanked his fellow Commissioners, Mr. Liberty and EU staff for making the project happen; it had been on the City's bucket list for over 10 years. He asked if there was an ETA and if FPL had matched what the City was doing.

Mr. Liberty replied that the County was working with the western part of the County and would start in the City when they were done. He did not know if FPL had signed

onto the project. He asked Mr. Nichols if he had any response.

Mr. Nichols said that the timeline was to spend the funds by the end of December but the deadline might be extended by the County. He stated that the City was next in line for the work to be done by the end of the year. He said that he did not know if FPL was involved, but AT&T was involved in the discussions.

Vice Mayor Amoroso asked if the Commission would get an update on the cost.

Mr. Liberty responded that there would be a \$200,000 in-kind contribution, plus \$2500-\$5000 a year in power costs and the figures would be provided to the Commission.

Vice Mayor Amoroso stated that the Wi-Fi project was a great one to provide Wi-Fi to all who needed it.

2. Commissioner Maxwell expressed concern with how long it would take to get the City up and running.

Mr. Liberty asked if the County had relayed information about when the work in Belle Glade would be finished.

Mr. Nichols said that he would follow up with the County to get an answer.

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

CITY ATTORNEY'S REPORT:

City Attorney Goddeau did not provide a report.

CITY MANAGER'S REPORT:

City Manager Bornstein did not provide a report.

Commissioner Robinson asked if there was a solution to the attendance at the TCRPC meeting.

City Clerk Andrea announced that on March 21, 2017 Commissioner Hardy was appointed to the TCRPC without an alternate, and the Commission agreed to continue with the same appointments in March 2018.

Commissioner Robinson asked to be appointed to the TCRPC to attend the meeting on October 16 so the City would have representation.

Mayor Triolo said that the TCRPC would have to be contacted to see if Commissioner Hardy Had designated an alternate and if not, the issue would have to be brought back at a future meeting.

City Attorney Goddeau suggested that someone be appointed on an emergency basis and then the item should be brought back on a regular agenda for confirmation.

Action: Motion made by Vice Mayor Amoroso and seconded by Commissioner Maxwell to appoint

Commissioner Robinson to the TCRPC for the upcoming meeting until the issue came back to the Commission.

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

ADJOURNMENT:

Action: Motion made by Vice Mayor Amoroso and seconded by Commissioner Maxwell to adjourn the meeting at 7:11 PM.

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

Pam Triolo, Mayor

ATTEST:

Deborah M. Andrea, CMC, City Clerk

Minutes Approved: October 20, 2020

A digital audio recording of this meeting will be available in the Office of the City Clerk.

EXECUTIVE BRIEF REGULAR MEETING

AGENDA DATE: October 20, 2020

DEPARTMENT: Water Utilities

TITLE:

Resolution No. 46-2020 – Local Agency Program Supplemental Agreement 442094-1-58-01 (SA#1) with Florida Department of Transportation

SUMMARY:

The resolution approves and authorizes the Local Agency Program Supplemental Agreement 442094-1-58-01 (SA#1) between the Florida Department of Transportation and the City that sets forth the terms and conditions for the use of the revised amount of \$1,952,758 in Federal Aid grant funds from the Federal Highway Administration Transportation Alternative Program for infrastructure improvements related to Phase 2 of the development of the Lake Worth Beach Park of Commerce.

BACKGROUND AND JUSTIFICATION:

Resolution No. 46-2020 approves and authorizes the Mayor to execute the Local Agency Program Supplemental Agreement 442094-1-58-01 (SA#1) between the Florida Department of Transportation and the City for Federal Aid grant funding from the Federal Highway Administration Transportation Alternatives Program for infrastructure improvements to the Lake Worth Beach Park of Commerce Phase 2. The Supplemental Agreement decreases the Federal funding amount from \$3,000,000 to \$1,952,758 and sets for the terms and conditions for the use of this funding for Federal-Aid participation in costs related to the scope of work approved for this project.

Participating costs for this project are described as follows:

- the installation of two left turn lanes north of 2nd Avenue North on Boutwell Road going onto 4th Avenue North westbound and south of 7th Avenue North on Boutwell Road going onto 4th Avenue North eastbound;
- the installation of curb and gutter throughout the entire project east and west of Boutwell Road, including 4th Avenue North and 7th Avenue North;
- the installation of a 5' sidewalk on the east side of Boutwell Road from Lake Worth Road to 7th Avenue North;
- the installation of a 5' sidewalk on the west side of Boutwell Road from Lake Worth Road to 4th Avenue North;
- shoulder stabilization, drainage, pedestrian lighting, signage and pavement markings throughout the project including the 4th Avenue North west of Boutwell Road and 7th Avenue North east of Boutwell Road; and
- the installation of enhanced advance warnings for the stop signs at the intersection of Boutwell Road and 7th Avenue North.

In addition, there are non-participating costs included in the scope of work for the project for which the City will be responsible. The estimated value of these costs has been revised to \$580,271 from the original amount of \$1,409,971. The City will be further responsible for any additional expenses necessary to complete the project. Construction of all improvements in the scope of work for the project must be completed by December 31, 2021.

The original participating and non-participating amounts were based on the engineer's estimate for improvements contained in the scope of work for this project. However, the actual costs for these improvements as contained in the contract between the City and R&D Paving LLC for the project are reflected in the supplemental agreement.

MOTION:

Move to approve/disapprove Resolution No. 46-2020 to approve and authorize the Mayor to execute the Local Agency Program Supplemental Agreement 442094-1-58-01 (SA#1) between the Florida Department of Transportation and the City for Phase 2 of the Lake Worth Beach Park of Commerce.

ATTACHMENT(S):

Fiscal Impact Analysis
Resolution

Local Agency Program Supplemental Agreement 442094-1-58-01 (SA#1)

FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2020	2021	2022	2023	2024
Capital Expenditures	2,533,029	0	0	0	0
Operating Expenditures	0	0	0	0	0
External Revenues	1,952,758	0	0	0	0
Program Income	0	0	0	0	0
In-kind Match	0	0	0	0	0
Net Fiscal Impact	580,271	0	0	0	0
No. of Addn'l Full-Time Employee Positions	0	0	0	0	0

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

Account Number	Account Description	Project Number	FY 20 Budget	Current Balance	Agenda Expenditure	Balance
304-5020-541.63-15 GRANT REIMBURSABLE	Park of Commerce - Roads	SG 1804	\$707,846		\$1,401,037	
304-5090-538.63-15 GRANT REIMBURSABLE	Park of Commerce - Storm	SG 1804	\$331,578		\$234,025	
304-6034-531.63-15 GRANT REIMBURSABLE	Park of Commerce - Electric	SG 1804	\$625,196		\$317,696	
SUBTOTAL					\$1,952,758	
SURTAX 170-5020-519.63-15	Park of Commerce Phase 2 - Roads	SG 1804		\$411,000	\$307,598	\$103,402
422-7034-533.53-60	Water/Mains	SG 1804	\$3,664,229	\$393,037.11	\$84,185	\$308,852.11
423-7231-535.63-15	Sewer/Mains	SG 1804	\$1,081,326	\$872,957.15	\$56,893	\$816,064.15
428-5090-538.63-15	Storm - Infrastructure	SG 1804	\$1,042,128	\$200,720.45	\$131,595	\$69,125.45
SUBTOTAL					\$580,271	
TOTAL					\$2,533,029	

The above allocations represent the Commission approved funding for the construction work for the Phase2 Park of Commerce Project based off of the contractor Bid Total. R&D Paving LLC was the low, most responsive and responsible bidder and these allocations represent the distributions across the various fund accounts. The reductions in the original Federal Aid grant allocation of (\$3,000,00) resulted from the following pay items:

GC-1/GC-2 – General Conditions / Mobilization
 GC-3A – Maintenance of Traffic – Boutwell Rd
 R-1 – Regular Excavation
 R-2 – 1.5” Type SP12.5 asphalt
 R-3 – 1” Type SP9.5 asphalt
 R-5 – 12” rock base course
 R-14 – Mill existing asphalt pavement
 D-8 – Connect to existing structure

D-11 – Desilt existing pipe
 S-1, 2, 3, 4, 6, 8, 9, 11, 12, 13 – Signage and Striping work
 L-2 - Montgomery Palms
 E-1 – Pedestrian Light pole fixtures
 E-2 – 1” conduit
 E-3 - #6 wire
 E-4 – Pull boxes

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RESOLUTION NO. XX-2020 OF THE CITY OF LAKE WORTH BEACH, FLORIDA, APPROVING THE LOCAL AGENCY PROGRAM SUPPLEMENTAL AGREEMENT 442094-1-58-01 (SA#1) BETWEEN THE FLORIDA DEPARTMENT OF TRANSPORTATION AND THE CITY IN THE REVISED AMOUNT NOT TO EXCEED \$1,952,758 IN FEDERAL-AID GRANT FUNDS FROM THE FEDERAL HIGHWAY ADMINISTRATION TRANSPORTATION ALTERNATIVE LOCAL INITIATIVES PROGRAM FOR PHASE 2 OF THE LAKE WORTH BEACH PARK OF COMMERCE PHASE 2; AUTHORIZING THE MAYOR TO EXECUTE THE SUPPLEMENTAL AGREEMENT AND ALL RELATED DOCUMENTS; PROVIDING FOR AN EFFECTIVE DATE; AND FOR OTHER PURPOSES

WHEREAS, the City desires to make improvements related to Phase 2 of the Lake Worth Beach Park of Commerce, including the provision of safe use by pedestrians, bicyclists and other non-motorized forms of transportation; and

WHEREAS, the City has been awarded a Federal-aid grant in an amount not to exceed \$3,000,000 under the Federal Highway Administration Transportation Alternative Local Initiatives Program made available through the Florida Department of Transportation; and

WHEREAS, this grant funding amount was based on engineer estimates of eligible participating and non-participating costs for the project scope of work; and

WHEREAS, the Florida Department of Transportation and the City entered into a Local Agency Agreement 442094-1-58-01 that set forth the terms and conditions for the use of these Federal Aid funds in the estimated amount of \$3,000,000 for participating costs and for an estimated local cost share of \$1,409,971 in non-participating costs included in the project scope of work based on the engineer estimate; and

WHEREAS, the City has entered into a contract with R&D Paving LLC to perform the improvements contained in the approved project scope of work; and

WHEREAS, the actual cost of these improvements has been determined to be \$1,952,758 for eligible participating costs and \$580,271 for non-participating costs; and

WHEREAS, the Florida Department of Transportation has prepared a Local Agency Program Supplemental Agreement 442094-1-58-1 (SA#1) that sets forth the terms and conditions for the use of Federal aid funds in the revised amount of \$1,952,758 for participating costs and a local cost share of \$580,271 for non-participating costs for improvements included in the approved scope of work for this project; and

WHEREAS, the City desires to enter into this Local Agency Program Supplemental Agreement with the Florida Department of Transportation for this purpose.

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

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SECTION 1: The City Commission of the City of Lake Worth Beach, Florida, hereby approves the Local Agency Program Supplemental Agreement 442094-1-8-01 (SA#1) between the Florida Department of Transportation and the City in an amount not to exceed \$1,952,758 in Federal Highway Administration Transportation Alternative Local Initiatives Program funding for Phase 2 of the Lake Worth Beach Park of Commerce project.

SECTION 2: The City Commission of the City of Lake Worth Beach, Florida, hereby authorizes the Mayor to execute the original of the Local Agency Program Supplemental Agreement 442094-1-58-01 (SA#1) between the Florida Department of Transportation and the City and all related documents for this stated purpose.

SECTION 3: Upon execution of the resolution, one original shall be forwarded to the Florida Department of Transportation and one copy shall be forwarded to the Water Utilities Department Director. One 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 Pam Triolo
- Vice Mayor Andy Amoroso
- Commissioner Scott Maxwell
- Commissioner Omari Hardy
- Commissioner Herman Robinson

The Mayor thereupon declared this resolution duly passed and adopted on the 6th day of October, 2020.

LAKE WORTH BEACH CITY COMMISSION

By: _____
Pam Triolo, Mayor

ATTEST:

Deborah M. Andrea, CMC, City Clerk

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
**LOCAL AGENCY PROGRAM
SUPPLEMENTAL AGREEMENT**

525-010-32
PROGRAM MANAGEMENT
08/19

Page 1 of 3

SUPPLEMENTAL NO.

1

FEDERAL ID NO. (FAIN)

D419-074-B

CONTRACT NO.

G1J19

FEDERAL AWARD DATE

2-6-2020

FPN

442094-1-58-01

RECIPIENT DUNS NO.

076040070

Recipient, City of Lake Worth Beach, desires to supplement the original Agreement entered into and executed on February 6th, 2020 as identified above. All provisions in the original Agreement and supplements, if any, remain in effect except as expressly modified by this supplement.

The changes to the Agreement and supplements, if any, are described as follows:

PROJECT DESCRIPTION

Name Boutwell Road Length 0.591

Termini SR-802/Lake Worth Rd to 7th Ave North.

Description of Work:

Two Left turn lanes, (1) North of 2nd Ave. on Boutwell Rd. going onto 4th Ave. West and (2) South of 7th Ave. on Boutwell Rd. going onto 4th Ave. East. There will also be curb and gutter throughout the entire project (East and West of Boutwell along with 4th and 7th Ave.) and a 5' sidewalk that will be installed from Lake Worth Rd. to 7th Ave. on the East side and another 5' sidewalk that will be installed from Lake Worth Rd. to 4th Ave. on the West side.

There will also be shoulder stabilization, drainage, pedestrian lighting, and signing and pavement markings throughout the project including the side streets of 4th Ave. West and 7th Ave East. The intersection of 7th Ave. will also have enhanced advanced warning for the stop signs as well.

Reason for Supplement and supporting engineering and/or cost analysis:

This supplemental agreement decreases the LAP Agreement total amount for FM#442094-1-58-01 by \$1,876,942.00. The revised Federal Funds amount is \$1,952,758.00 and the revised Local Funds amount is \$580,271.00. Refer to Exhibit "B" attached hereto and made apart hereof which replaces Exhibit "B" that is attached to the original Agreement.

LOCAL AGENCY PROGRAM

SUPPLEMENTAL AGREEMENT

ADJUSTED EXHIBIT "B" SCHEDULE OF FINANCIAL ASSISTANCE

RECIPIENT NAME & BILLING ADDRESS: Michael Bornstein
City of Lake Worth Beach
7 North Dixie Highway
Lake Worth Beach, FL 33460

FINANCIAL PROJECT NUMBER: 442094-1-58-01

PHASE OF WORK By Fiscal Year	FUNDING					
	(1) PREVIOUS TOTAL PROJECT FUNDS	(2) ADDITIONAL PROJECT FUNDS	(3) CURRENT TOTAL PROJECT FUNDS	(4) TOTAL LOCAL FUNDS	(5) TOTAL STATE FUNDS	(6) TOTAL FEDERAL FUNDS
Design FY: (Insert Program Name) FY: (Insert Program Name) FY: (Insert Program Name) Total Design Cost	 \$ 0.00	 \$ 0.00	 \$ 0.00	 \$ 0.00	 \$ 0.00	 \$ 0.00
Right-of-Way FY: (Insert Program Name) FY: (Insert Program Name) FY: (Insert Program Name) Total Right-of-Way Cost	 \$ 0.00	 \$ 0.00	 \$ 0.00	 \$ 0.00	 \$ 0.00	 \$ 0.00
Construction FY: 2019-2020 (Local Initiatives) FY: 2019-2020 (Local Funds) FY: (Insert Program Name) Total Construction Cost	<u>\$3,000,000.00</u> <u>\$1,409,971.00</u> \$4,409,971.00	<u>(\$1,047,242.00)</u> <u>(\$829,700.00)</u> (\$1,876,942.00)	<u>\$1,952,758.00</u> <u>\$580,271.00</u> \$2,533,029.00	 <u>\$580,271.00</u> \$580,271.00	 \$ 0.00	<u>\$1,952,758.00</u> \$1,952,758.00
Construction Engineering and Inspection (CEI) FY: (Insert Program Name) FY: (Insert Program Name) FY: (Insert Program Name) Total CEI Cost	 \$ 0.00	 \$ 0.00	 \$ 0.00	 \$ 0.00	 \$ 0.00	 \$ 0.00
(Insert Phase) FY: (Insert Program Name) FY: (Insert Program Name) FY: (Insert Program Name) Total Phase Costs	 \$ 0.00	 \$ 0.00	 \$ 0.00	 \$ 0.00	 \$ 0.00	 \$ 0.00
TOTAL COST OF THE PROJECT	\$4,409,971.00	(\$1,876,942.00)	\$2,533,029.00	\$580,271.00	\$ 0.00	\$1,952,758.00

COST ANALYSIS CERTIFICATION AS REQUIRED BY SECTION 216.3475, FLORIDA STATUTES:

I certify that the cost for each line item budget category has been evaluated and determined to be allowable, reasonable, and necessary as required by Section 216.3475, F.S. Documentation is on file evidencing the methodology used and the conclusions reached.

Mya Williams
District Grant Manager Name

Signature

Date

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
**LOCAL AGENCY PROGRAM
SUPPLEMENTAL AGREEMENT**

525-010-32
PROGRAM MANAGEMENT
08/19

Page 3 of 3

IN WITNESS WHEREOF, the parties have executed this Agreement on the date last ascribed herein.

RECIPIENT City of Lake Worth Beach

STATE OF FLORIDA
DEPARTMENT OF TRANSPORTATION

By: _____

Name:

Title:

By: _____

Name: Steven C. Braun P.E.

Title: Director of Transportation

Date: _____

Legal Review:

EXECUTIVE BRIEF REGULAR MEETING

AGENDA DATE: October 20, 2020

DEPARTMENT: Public Works

TITLE:

Work Order #5 for The Paving Lady

SUMMARY:

The Work Order #5 to The Paving Lady authorizes the paving work to be completed on Detroit Street from 10th Ave North to Barcelona Drive.

BACKGROUND AND JUSTIFICATION:

The City identified Detroit Street between 10th Ave N and Barcelona Dr as infrastructure in very poor condition requiring rehabilitation. The City currently has a contract with the Paving Lady on an as needed basis. The scope of the work is inclusive of milling and paving Detroit Street from 10th Ave N to Barcelona to re-establish the structural integrity of the roadway. Additionally, the roadway will be properly striped and signage installed. The Work Order is not to exceed \$186,913.38 and will be paid for from Roadway Improvement Funds.

DIRECTION:

Move to approve / disapprove Work Order #5 to The Paving Lady for an amount not to exceed \$186,913.38.

ATTACHMENT(S):

Fiscal Impact Analysis
Work Order #5 – The Paving Lady

FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2021	2022	2023	2024	2025
Capital Expenditures	0	0	0	0	0
Operating Expend	186,913.38	0	0	0	0
External Revenues	0	0	0	0	0
Program Income	0	0	0	0	0
In-kind Match	0	0	0	0	0
 Net Fiscal Impact	 186,913.38	 0	 0	 0	 0
 No. of Addn'l Full-Time Employee Positions	 0	 0	 0	 0	 0

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

Account Number	Account Description	Project Number	FY21 Budget	Current Balance	Agenda Expenditure	Balance
170-5020-519-63-15	Improve other than Build	N/A	1,240,000	1,240,000	186,913.38	1,053,086.62

**ANNUAL CONTRACT FOR PAVING, CONCRETE, STRIPING AND ASSOCIATED
RESTORATION WORK
WORK ORDER NO. 5**

THIS WORK ORDER NO. 5 (“Work Order” hereafter) is made on _____, 2020, between the **City of Lake Worth Beach**, a Florida municipal corporation located at 7 North Dixie Highway, Lake Worth Beach, Florida 33460 (“City” hereafter) and **Janice M. Riley, Inc., dba/ The Paving Lady**, a Florida Corporation (“Contractor” hereafter), whose local business address is located at 1000 W. Industrial Ave., Boynton Beach FL 33426.

1. Project Description. The City desires the Contractor to provide all goods, services, materials and equipment (the “Services”) as identified herein related to the project generally described as:

1. Detroit Mill and Pave – Detroit Street Lake Worth Beach

(the “Project”). The Project is more specifically described in the plans prepared by N/A , dated N/A , and which are incorporated herein by reference.

2. Scope. Under this Work Order, the Contractor will provide the City with Services for the Project as specified in the **Contractor’s proposal attached hereto and incorporated herein as Exhibit “1”**.

3. Schedule and Liquidated Damages. Substantial completion of all Services under this Work Order shall be within **30 calendar days** from the Effective Date of this Work Order. Final completion of all Services (and all punch-list items (if any)) under this Work Order shall be within **60 calendar days** from the Effective Date of this Work Order. The Effective Date of this Work Order is the date following the parties’ execution of this Work Order and the City’s delivery of a Notice to Proceed to the Contractor via e-mail, facsimile or other form of delivery as documented by the City. Substantial completion occurs when the Services have progressed to the point where, in the opinion of the City, the Services are sufficiently complete in accordance with the Contract Documents and this Work Order, so that the Project can be utilized for the purposes for which it is intended. Final completion occurs when all Services (including punch-list items) have been completed and the Project becomes fully operational and accepted by the City.

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

4. Compensation and Direct Purchases. This Work Order is issued for a lump sum, not to exceed amount of **One Hundred Eighty-Six Thousand, Nine Hundred Thirteen dollars and Thirty-Eight cents (\$186,913.38)**. The attached proposal identifies all costs and expenses included in the lump sum, not to exceed amount. The lump sum, not to exceed amount includes a 10% contingency of \$17,000 (the “Contingency”). If the Contractor desires to use any of the Contingency, the City’s Project Manager may authorize the use of such contingency in writing. The Contractor is not authorized to use the Contingency without written authorization from the City’s Project Manager.

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

5. Project Manager. The Project Manager for the Contractor is Mauro Comuzzi, phone: 561-572-2600; email: mauro@pavinglady.com; and, the Project Manager for the City is Michael David, phone: 561-586-1720; email: mdavid@lakeworthbeachfl.gov.

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

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

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

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

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

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

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

8. Warranty. The Contractor warrants and guarantees to the City that all Services provided under this Work Order will be in accordance with this Work Order and the other Contract Documents. The Contractor warrants that (a) all materials and parts supplied under this Work Order shall be free from defects for one (1) year from the final completion of all work (unless a longer manufacturer warranty applies); (b) all Services performed under this Work Order will be free from defects for one (1) year from the final completion of all Services and the Project shall be fully operational without unreasonable downtime or failures; and (c) that the Services will conform to the requirements of the Contract Documents. If, at any time prior to the expiration of the one (1) year warranty period, the City discovers any failure or breach of the Contractor's warranties or the Contractor discovers any failure or breach of the Contractor's warranties,

the Contractor will, upon written notice from City or of its own accord, at the Contractor's sole cost and expense, promptly correct such failure or breach (which corrective action must include, without limitation, any necessary removal, disassembly, reinstallation, repair, replacement, reassembly, retesting, and/or re-inspection of any part or portion of the Services and any other property damaged or affected by such failure, breach, or corrective action). The Contractor will remedy any such failure or breach so, to the extent possible, to avoid unnecessary disruptions to the operations of City or its systems. In the event the Contractor fails to initiate and diligently pursue corrective action within five (5) days of the Contractor's receipt of the City's notice or the Contractor's discovery of the same, the City may undertake such corrective action at the Contractor's expense.

9. Authorization. This Work Order is issued pursuant to the Contract for Paving, Concrete Striping and Associated Restoration Work between the City of Lake Worth Beach and the Contractor, dated May 7, 2019 ("Contract Documents" as used herein). If there are any conflicts between the terms and conditions of this Work Order and the Contract Documents, the terms and conditions of the Contract Documents shall prevail.

REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK

SIGNATURE PAGE FOLLOWS

IN WITNESS WHEREOF, the parties hereto have made and executed this Work Order No. 5 as of the day and year set forth above.

CITY OF LAKE WORTH BEACH, FLORIDA

By: _____
Pam Triolo, Mayor

ATTEST:

By: _____
Deborah M. Andrea, City Clerk

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY:

APPROVED FOR FINANCIAL
SUFFICIENCY

By: _____
Glen J. Torcivia, City Attorney

By: _____
Bruce T. Miller, Financial Services Director

CONTRACTOR: **Janice M. Riley, Inc. d/b/a The Paving Lady**

By: _____

[Corporate Seal]

Print Name: _____

Title: _____

STATE OF _____)
COUNTY OF _____)

The foregoing instrument was acknowledged before me this _____ day of _____, 2020, by _____, who was physically present, as _____ (title), of **Janice M. Riley, Inc. d/b/a The Paving Lady**, which is authorized to do business in the State of Florida, and who is personally known to me or who has produced the following _____ as identification.

Notary Public: _____
Print Name: _____
My commission expires: _____

EXHIBIT 1



UNIT COST PROPOSAL
 BASED ON IFB # 19 -109

Project: Detroit Street Mill and Pave
 Address: Detroit Street Lake Worth

ITEM #	DESCRIPTION	QTY	UNIT	UNIT PRICE	TOTAL
PAVEMENT					
1	MOBILIZATION (LESS THAN 100 SY)		LS	\$ 3,800.00	\$ -
2	MOBILIZATION (OVER 100 SY)	1	LS	\$ 2,500.00	\$ 2,500.00
3	MOT - TYPE 2 BARACADES OR CONES (PER DAY)		EA	\$ 10.00	\$ -
4	MOT - SIGNAGE (PER DAY)		EA	\$ 100.00	\$ -
5	REMOVE/HAULOFF EX. PAVEMENT AND BASE (UP TO 14" DEEP)		SY	\$ 30.00	\$ -
6	12" COMPACTED SUBGRADE		SY	\$ 12.00	\$ -
7	8" BASEROCK (LIMEROCK OR CR. CONC.) (PRIMED)		SY	\$ 18.00	\$ -
8	REWORK EXIST. ASPHALT BASE AND PRIME		SY	\$ 12.00	\$ -
9	1" TYPE S-3 ASPHALTIC CONCRETE		SY	\$ 11.00	\$ -
10	2" TYPE S-3 ASPHALTIC CONCRETE	5835	SY	\$ 16.00	\$ 93,360.00
11	MILL EXIST. ASPHALT 1.5" AVG. DEPTH (3/4" TO 2" DEPTH)	5835	SY	\$ 7.00	\$ 40,845.00
12	MISC. ASPHALT (TYPE S-3) OVERBUILD/LEVELING	120	TN	\$ 140.00	\$ 16,800.00
13	ASPHALT SPEED HUMP COMPLETE W/ STRIPING (PER CITY DETAIL		EA	\$ 4,500.00	\$ -
14	ASPHALT MILLINGS F&I		TN	\$ 50.00	\$ -
15	SEALCOATING (PARKING LOT)		SY	\$ 0.82	\$ -
CONCRETE					
16	MOBILIZATION (LESS THAN 100 LF)		LS	\$ 2,500.00	\$ -
17	MOBILIZATION (OVER 100 LF)		LS	\$ 1,500.00	\$ -
18	REMOVE EX. 4" CONCRETE		SF	\$ 2.00	\$ -
19	REMOVE EX. 6" CONCRETE		SF	\$ 2.25	\$ -
20	4" CONCRETE SIDEWALK (3,000 PSI)		SF	\$ 6.00	\$ -
21	6" CONCRETE SIDEWALK/ DRIVEWAY (3,000 PSI)		SF	\$ 7.50	\$ -
22	MONOLITHIC CURB AND SIDEWALK		SF	\$ 8.00	\$ -
23	REMOVE EX. CONCRETE CURBING (ALL TYPES)		LF	\$ 9.00	\$ -
24	TYPE F CURB AND GUTTER		LF	\$ 35.00	\$ -
25	VALLEY GUTTER		LF	\$ 26.00	\$ -
26	TYPE D CURBING		LF	\$ 23.00	\$ -
27	ADA TACTILE DOME SURFACE (YELLOW) CAST-IN-PLACE		SF	\$ 80.00	\$ -
STRIPING					
28	MOBILIZATION (LESS THAN 100 SY)		LS	\$ 1,170.00	\$ -
29	MOBILIZATION (OVER 100 SY)	1	LS	\$ 1,100.00	\$ 1,100.00
30	REMOVAL OF EX. STRIPING (GRIND OR WATERBLAST)		LF	\$ 1.95	\$ -
31	4" DOUBLE YELLOW THERMO		LF	\$ 1.82	\$ -
32	4" SINGLE YELLOW THERMO		LF	\$ 0.91	\$ -
33	4" SINGLE WHITE THERMO		LF	\$ 0.91	\$ -
34	6" DOUBLE YELLOW THERMO		LF	\$ 1.95	\$ -
35	6" SINGLE YELLOW THERMO	1093	LF	\$ 0.98	\$ 1,071.14
36	6" SINGLE WHITE THERMO	1631	LF	\$ 0.98	\$ 1,598.38
37	12" SINGLE WHITE THERMO	14	LF	\$ 2.99	\$ 41.86
38	18" SINGLE WHITE THERMO		LF	\$ 3.90	\$ -
39	24" STOP BAR WHITE THERMO	198	LF	\$ 6.50	\$ 1,287.00
40	RPM'S		FA	\$ 6.50	\$ -
41	BIKE LANE SYMBOL STRIPING (THERMO)		EA	\$ 487.50	\$ -
42	HANDICAP PARKING STALL COMPLETE W SIGN (PAINT)		EA	\$ 364.00	\$ -
MISC ITEMS					
44	BAHIA SODDING (INCL. GRADING WORK)		SY	\$ 8.00	\$ -
45	FLORATAM SODDING (INCL. GRADING WORK)		SY	\$ 10.00	\$ -
46	ADJUST EX. MANHOLE RING AND COVER	7	EA	\$ 500.00	\$ 3,500.00
47	ADJUST EX. VALVE BOX	15	EA	\$ 350.00	\$ 5,250.00
48	ADJUST EX. CURB INLET/ DRAINAGE INLET		EA	\$ 600.00	\$ -
49	PAVER BRICK REPAID (EXIST. BRICKS)		SF	\$ 6.00	\$ -
ADD	8' SCHOOL THERMO MESSAGE	4	ea	\$ 225.00	\$ 900.00
	Temp Striping Prior to Thermoplastic Paint	1	ea	\$ 1,500.00	\$ 1,500.00
	2 DOT Thermo ARROWS	2	ea	\$ 80.00	\$ 160.00
	MOT BY OTHERS ...ROAD MUST BE SHUT DOWN!!!!				\$ -
	TRAFFIC LOOP REPLACEMENT BY OTHERS				\$ -
TOTAL					\$ 169,913.38

10% contingency = \$17,000

\$186,913.38

EXECUTIVE BRIEF REGULAR MEETING

AGENDA DATE: October 20, 2020

DEPARTMENT: Public Works

TITLE:

Task Order 22 with Wantman Group (WGI) for the Neighborhood Road Program Year 4 projects

SUMMARY:

Task Order 22 authorizes the Wantman Group, Inc. to perform Program Manager services for the City's Neighborhood Road Program Year 4 work at a cost not to exceed \$150,000.00.

BACKGROUND AND JUSTIFICATION:

The Neighborhood Road Program is in its fourth and final year of construction with all work scheduled to be completed in Fiscal Year 2021. WGI has acted as the City's Program Manager with full project oversight of the design, engineering and construction work since the start of the program. Task Order 22 will authorize the consultant WGI to perform the final year of Program Management services at a cost not to exceed \$150,000 for FY21.

MOTION:

Move to approve/disapprove Task Order 22 with WGI at a cost not to exceed \$150,000.00.

ATTACHMENT(S):

Fiscal Impact Analysis
Task Order 22 - WGI

FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2021	2022	2023	2024	2025
Capital Expenditures	150,000	0	0	0	0
Operating Expenditures	0	0	0	0	0
External Revenues	0	0	0	0	0
Program Income	0	0	0	0	0
In-kind Match	0	0	0	0	0
Net Fiscal Impact	150,000	0	0	0	0
No. of Addn'l Full-Time Employee Positions	0	0	0	0	0

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

Account Number	Account Description	Project Number	FY21 Budget	Current Balance	Agenda Expenditure	Balance
308-5020-519-63-15	Improve other than Build / Infrastructure	NR2001 / NR2002	TBD		100,500	
402-7010-533-31-90	Professional Services	NR2001/ NR2002	260,000	260,000	49,500	210,500

TASK ORDER NO. #22

NEIGHBORHOOD STREETS PROGRAM PROGRAM MANAGEMENT AND SUPPORT SERVICES CONTINUING SERVICE CONTRACT 18-303

THIS TASK ORDER ("Task Order") is made on the ____ day of _____, 2020, between the **City of Lake Worth**, a Florida municipal corporation located at 7 North Dixie Highway, Lake Worth, Florida 33460 ("City") and **Wantman Group, Inc.**, a Florida corporation ("Consultant").

1.0 Project Description:

The City desires the Consultant to provide those services as identified herein and generally described as: Program Management services for miscellaneous projects. The scope of services is described in the consultant's proposal, dated October 5, 2020, and is attached hereto as Exhibit "A" and incorporated herein.

2.0 Scope

Under this Task Order, the Consultant will provide professional services to the City as detailed in the **Consultant's proposal attached hereto and incorporated herein as Exhibit "A"**.

3.0 Schedule

The services to be provided under this Task Order shall conclude upon completion of the City's Neighborhood Streets Program or upon 60 days written notice by the City.

4.0 Compensation

This Task Order is issued on a time and expense basis pursuant to the rates identified in Exhibit "A" and consistent with the current continuing service contract rates. Consultant shall be solely responsible for any and all amounts which exceed those stated in Exhibit "A" unless approved in writing by the City. The total estimated fees are \$150,000.00.

5.0 Project Manager

The Project Manager for the Consultant is Brett Oldford, PE, phone: (561)-839-1715; email: Brett.Oldford@wginc.com and, the Project Manager for the City is Mr. Brian Shields, PE, phone: (561)-586-1675; email: BShields@lakeworth.org.

6.0 Progress Meetings

The Consultant shall schedule periodic progress review meetings with the District Consultants and the City staff as necessary.

7.0 Authorization

This Task Order is issued in compliance with the Consultants' Competition Negotiation Act, section 287.055, Florida Statutes, and pursuant to the Agreement for Professional Services between the City of Lake Worth and the Consultant, dated March 16, 2018 ("Agreement" hereafter). If there are any conflicts between the terms and conditions of this Task Order and the Agreement, the terms and conditions of the Agreement shall prevail; however, the specific

scope of services set forth in this Exhibit "A" of this Task Order shall take precedence over any other more general description of services.

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

CITY OF LAKE WORTH BEACH, FLORIDA

ATTEST:

By: _____
Deborah M. Andrea, City Clerk

By: _____
Pam Triolo, Mayor

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY:

APPROVED FOR FINANCIAL
SUFFICIENCY

By: _____
Glen J. Torcivia, City Attorney
/mpa

By: _____
Bruce T. Miller, Financial Services Director

CONSULTANT: WANTMAN GROUP, INC.



[Corporate Seal]

By: Brett Oldford

Print Name: Brett Oldford

Title: Vice President, Civil Engineering

STATE OF FLORIDA)
COUNTY OF PALM BEACH)

The foregoing instrument was acknowledged before me this 7th day of October, 2020 by BRETT OLDFORD, as VP Civil Engineering (title), of Wantman Group, Inc., a corporation authorized to do business in the State of Florida, and who is personally known to me or who has produced the following _____ as identification.

Notary Public

Barbara W Loucks
Print Name: BARBARA W. LOUCKS
My commission expires: 7/31/2023

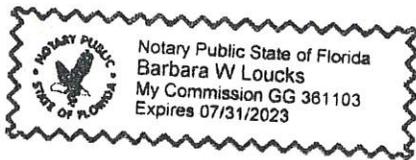


EXHIBIT "A"

CONSULTANT'S PROPOSAL – OCTOBER 5, 2020

LAKE WORTH NEIGHBORHOOD STREETS PROGRAM

Program Management and Support Services

Services:

The WGI Program Manager will oversee scheduling, costs, and the technical performance of consultants and contractors to ensure the Neighborhood Streets Bond Program meets the goals and objectives of the City. Oversight will be provided through all project phases, including the preparation of construction plans, contract bidding documents, construction and overall contract compliance. Specific duties of the WGI Program Manager will include:

1. Act as the liaison between the City, residents, consultants and contractors;
2. Work closely with the City and consulting team to develop individual project schedules and costs as well as overall program schedules, costs and design criteria to ensure a level of consistency and uniformity between projects and consultants;
3. Develop an overall program schedule from individual schedules provided by the consultants and contractors;
4. Review individual project schedules for compliance with the City's schedule and the overall program schedule;
5. Review of project schedule updates to ensure projects are not falling behind. Identify critical path task items and support in the development of recovery plans; and
6. Review consultants design plans, specifications and cost estimates.

Optional Services:

1. Develop and maintain an overall program website that will provide City officials, emergency services and the community a place to review upcoming work, to track progress and to celebrate success;
2. Coordinate social media activities for the Program; and
3. Ariel photography and inspection using WGI drones (UAVs).

EXHIBIT "A"

CONTINUED

Fees:

<i>Staff</i>	<i>Rate</i>	<i>Hours</i>	<i>Location</i>
Program Manager (Richard Hasko)	\$160/hr	20 hr/week (avg)	City Office
El support	\$120/hr	4 hr/week	WGI
Web Designer	\$72/hr	4 hr/week	WGI
Social Media	\$80/hr	2 hr/week	WGI
UAV Services	\$150/hr	As Requested	On-site

EXECUTIVE BRIEF WORK SESSION

AGENDA DATE: October 20, 2020

DEPARTMENT: Water Utilities

TITLE:

Resolution No. 48-2020 - Establish the rates, fees and charges for the Local Sewer System

SUMMARY:

Resolution 48-2020 establishes the rates and charges for the City local sewer system, which, according to the 2020 rate sufficiency analysis, recommends the City increase local sewer rates 7.5% in Fiscal Year 2021.

BACKGROUND AND JUSTIFICATION:

The City of Lake Worth Beach contracts with Stantec, formerly known as Burton & Associates, on an ongoing basis to provide a yearly Revenue Sufficiency Analysis. This analysis provides a multi-year projection of the sufficiency of revenues for the Local Sewer Utility to meet current and projected financial requirements and determine the level of revenue increases necessary in each year to provide adequate revenues to fund all identified cost requirements.

The results of the current Fiscal Year (FY) 2020 rate sufficiency analysis have shown that a rate increase identified this year is necessary, in addition to a loan. The proposed increase is largely due to the increased charges from the East Central Regional Water Reclamation Facility and Palm Beach County for planned capital improvement projects as part of the Sub-regional sewer system. These capital improvements require a rate increase of 7.5% for FY2021.

Future costs for the local sewer utility are related to costs in the Palm Beach County regional transmission system capital projects. These projects are needed to maintain the reliability and environmental requirements of the sewer system.

Resolution 42-2020 was approved on September 24, 2020. Due to a scrivener's error, the amount reflected in the resolution was 15% instead of 7.5%. This resolution insures that there is sufficient legal notification of the rate increase.

Motion:

Move to approve/disapprove Resolution No. 48-2020 establishing the Fiscal Year 2021 rates and charges for the City local sewer system.

ATTACHMENT(S):

Resolution 48-2020

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RESOLUTION NO. 48-2020 OF THE CITY OF LAKE WORTH BEACH, FLORIDA, PROVIDING FOR RATES, FEES AND CHARGES FOR USE OF SEWAGE DISPOSAL SYSTEM OF THE CITY OF LAKE WORTH BEACH; PROVIDING FOR SEVERABILITY; PROVIDING FOR THE REPEAL OF CONFLICTING RESOLUTIONS OR PARTS OF RESOLUTIONS; AND PROVIDING AN EFFECTIVE DATE

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

WHEREAS, on September 24, 2020, the City adopted Resolution No. 42-2020 which contained scrivener’s errors as to the rates established for October 1, 2020; and

WHEREAS, an evaluation of the level of sewer system rates establishes a need to revise the rates and charges as set forth herein in order to meet the several objectives identified by the evaluation and correct the aforementioned scrivener’s errors; and

WHEREAS, the City Commission finds that the rates established herein are fair and equitable and serve a valid public purpose.

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

Section 1. The following schedules, except as otherwise provided, shall be the rates, fees and charges for the use of and for the services and facilities furnished or to be furnished by the sewage disposal system, to be paid by the owner, tenant or occupant of each lot or parcel of land which may be connected with or may use the sewage disposal system by or through any part of the sewer system of the City of Lake Worth Beach. These charges are those necessary to cover operation, maintenance and replacement costs.

1.0 Accounts which are served and metered by the Lake Worth Beach Utilities Water System.

1. Customer Charge effective as of the dates listed:

Effective Date:	10/21/2020	
Charge:	\$5.45	

A fixed charge based on the cost of preparing and delivering a bill which will be applied to each sewer account receiving a bill.

Base Facility Charge:

Residential Accounts:

A fixed charge designed to recover a portion of the fixed costs of the sewer

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system will be applied to each Equivalent Residential Unit (ERU) which is defined as follows:

“ERU” shall stand for “Equivalent Residential Unit” and shall mean the average amount of wastewater discharged by a residential facility in terms of the reserved capacity needed to serve that facility. One ERU is, by definition, equal to one single family residence. Each residential unit in a multi-family complex or mobile home park unit is equivalent to 66% of one ERU or as calculated in accordance with Chapter 18, Article IV, Code of Ordinances of the City of Lake Worth Beach.

Base Facility Charge effective as of the dates listed:

Effective Date:	10/21/2020	
Charge:	\$11.39	Per ERU
Charge:	\$7.52	Per multi-family residential unit or mobile home unit (66% of 1 ERU)

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Commercial and Industrial Use Accounts:

A fixed charge designed to recover a portion of the fixed costs of the sewer system will be applied to each water meter based upon the size of the meter:

Base Facility Charge effective as of the dates listed:

Effective Date:	10/21/2020
5/8 X 3/4" Meter	\$11.39
1" Meter	\$28.46
1-1/2" Meter	\$56.92
2" Meter	\$91.07
3" Meter	\$182.14
4" Meter	\$284.57
6" Meter	\$569.17
8" Meter	\$847.57

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For meter sizes larger than those shown in the table, the Director shall determine the charge on a case by case basis.

2. Volume Charge effective as of the dates listed:

Effective Date:	10/21/2020
Charge:	\$0.509

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A volume charge based on those costs related directly to the

transmission, treatment and disposal of sewage generated.

Residential use.

A residential use is defined as a use consisting of a minimum of one dwelling unit but shall not include transient facilities.

A volume charge will be applied to each hundred gallons of water consumed up to a maximum of twelve thousand (12,000) gallons per ERU for individually metered, single or multi-unit residential accounts or six thousand (6,000) gallons per ERU for master-metered, multi-unit residential accounts.

Commercial use

A commercial use shall include all non-residential uses, including but not limited to motels, hotels, nursing homes, restaurants, commercial businesses and institutions.

A volume charge will be applied to each hundred gallons of water consumed.

Industrial Use Class

An industrial use shall be defined as a commercial use that is able to demonstrate that over fifty percent (50%) of its water usage is not returned to the City sewer system.

A volume charge would be applied to each hundred gallons of water consumed up to a maximum flow as approved by the Water Utilities Director. This limitation for this charge is established to provide for the use of water for industrial and other uses that do not generate sewage.

Accounts which are not metered but are served by the Lake Worth Beach Water Utilities System.

1. Customer Charge effective as of dates listed:

Effective Date:	10/21/2020
Charge:	\$5.45

A fixed charge based on the cost of preparing and delivering a bill which will be applied to each sewer account receiving a bill.

2. Base Facility Charge effective as of dates listed:

Effective Date:	10/21/2020	
Charge:	\$11.39	Per ESU
Charge:	\$ 7.52	Per mutli-family or mobile home (66% of 1 ESU)

A fixed charge designed to recover a portion of the fixed costs of the sewer system will be applied to each Equivalent Service Unit (ESU)

which is defined as follows:

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A single family residence.

Each residential unit in a multi-family complex such as duplexes, triplexes, apartment buildings and condominiums.

Each separate living unit in a mobile home or trailer park complex.

Each washing machine in a commercial laundry.

Each multiple of four (4) sewer fixtures or fraction thereof, in a commercial or institutional establishment such as an office, store, hotel, motel, combination store/apartment, office/apartment, nursing home, etc.

3. Fixture Charge effective as of dates listed:

Effective Date:	10/21/2020	
Charge:	\$11.39	

A fixture charge applied to each sewer fixture.

Collection of Sewer Service Charge

The sewer service charges shall become effective as to each lot or parcel of land which may be connected with the sewage disposal system by or through any part of the sewer system of the City of Lake Worth Beach, upon the placing of the sewage disposal system in operation and the construction of all connections thereto from the sanitary sewer serving such lot or parcel.

In cases where water is furnished by the Lake Worth Beach Utilities System, the amount of the sewer service charges shall be included in the bills for water rendered by the City of Lake Worth Beach. In all cases where water is furnished by any plant or system other than the Lake Worth Beach Utilities System, bills shall be rendered for the amount of such sewer service charges in the same manner as bills are rendered for water. If the amount of such sewer service charges shall not be paid by the due date shown on the bill, the City of Lake Worth Beach may discontinue furnishing water to such premises, and shall disconnect the same from the Lake Worth Beach Utilities System, and shall proceed forthwith to recover the amount of such sewer service charges in such lawful manner as it may deem advisable. The City of Lake Worth Beach may enter into contracts with the County of Palm Beach, City of West Palm Beach, or any municipality, public utility, special authority or government unit in Palm Beach County for the treatment and disposal of sewage collected outside the territorial limits of the City of Lake Worth Beach and pumped and delivered to some part of the sewer system of the City of Lake Worth Beach; provided, however, that notwithstanding any of the other provisions of this resolution, the charges to be paid for the treatment and disposal of such sewage shall not be less than an amount which is fair and equitable taking into account the cost to the City of Lake Worth Beach of such treatment and disposal and the principal and interest requirements of the bonds issued pursuant to Lake Worth

165 Utilities Authority Resolution No. U-18-75. That certain State Bond Loan
166 Agreement between the Lake Worth Utilities Authority and the Department of
167 Environmental Regulation of the State of Florida is dated January 6, 1976. User
168 charges will be reviewed periodically to assure adequate revenue to cover
169 operation, maintenance and replacement costs and a proportional distribution of
170 costs among users. Users will receive annually, a notification of the current rate
171 structure.

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173 Section 2. With respect to any premises or users situated outside the corporate limits of
174 the City of Lake Worth Beach, which premises or users now or hereafter have active
175 connections to the sewage disposal system of the City, there shall be charged a rate
176 equal to the charge established for service to residents of the City, plus a surcharge equal
177 to twenty-five percent (25%) of such charge.

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179 The foregoing surcharge shall apply to users with whom the City has now or shall
180 hereafter contract for services at charges established in such contracts unless the
181 contract does not allow for a surcharge.

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183 Section 3. Average Billing Calculation. The average billing process will establish a
184 monthly bill which will be based on the average sewer bill for the preceding twelve (12)
185 calendar months. If the residence or apartment has been occupied for the last twelve
186 (12) months and the customer can qualify as an existing customer, the previous tenant's
187 or owner's bill may be used to estimate the average monthly billing.

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189 The average billing calculation will be reviewed and adjustments made to correct for
190 changes in rates, or usage or other factors to be implemented on the bills issued during
191 June and December of each year.

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193 Section 4. Should any section or provision of this resolution or any portion thereof, any
194 paragraph, sentence or word be declared by a court of competent jurisdiction to be invalid,
195 such decision shall not affect the validity of the remainder hereof as a whole or any part
196 thereof other than the part declared to be invalid.

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198 Section 5. All resolutions or parts of resolutions in conflict herewith, including Resolution
199 No. 42-2020, are hereby repealed.

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201 Section 6. This resolution shall be in effect for billings issued on or after October 21,
202 2020.

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

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207 Mayor Pam Triolo
208 Vice Mayor Andy Amoroso
209 Commissioner Scott Maxwell
210 Commissioner Herman Robinson

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The Mayor thereupon declared this resolution duly passed and adopted this 20th day of October, 2020.

LAKE WORTH BEACH CITY COMMISSION

By: _____
Pam Triolo, Mayor

ATTEST:

Deborah M. Andrea, CMC, City Clerk

EXECUTIVE BRIEF REGULAR MEETING

AGENDA DATE: October 20, 2020

DEPARTMENT: Water Utilities

TITLE:

Amendment 1 to Task Order No. 18 with Wantman Group, Inc., for construction engineering and inspection services for Park of Commerce Phase 1B Infrastructure Improvements project

SUMMARY:

Amendment 1 to Task Order No. 18 authorizes Wantman Group, Inc. to provide construction engineering and inspection services for the Park of Commerce Phase 1B Infrastructure Improvements project in the amount of \$56,123.

BACKGROUND AND JUSTIFICATION:

The Park of Commerce Phase 1B project is currently in the construction since February 2020. On October 6, 2020 the commission approved a change order to the contact with David Mancini and Sons, contractor performing the construction on Park of Commerce project, that extended the construction schedule 83 days for unforeseen conditions and additional scope. Wantman Group, Inc. (WGI) provides consulting services during construction for this project. Their services involving engineering during construction, part time inspection services and FDOT JPA grant fund coordination. This amendment funds and authorizes WGI to continue in this capacity.

MOTION:

Move to approve/disapprove Amendment 1 to Task Order 18 with Wantman Group, Inc. for construction engineering and inspection services for the Park of Commerce Phase 1B Infrastructure Improvements project in the amount of \$56,123.

ATTACHMENT(S):

Fiscal Impact Analysis
Amendment 1 to Task Order 18

FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2021	2022	2023	2024	2025
Capital Expenditures	56,123	0	0	0	0
Operating Expenditures	0	0	0	0	0
External Revenues	0	0	0	0	0
Program Income	0	0	0	0	0
In-kind Match	0	0	0	0	0
 Net Fiscal Impact	 56,123	 0	 0	 0	 0
 No. of Addn'l Full-Time Employee Positions	 0	 0	 0	 0	 0

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

Account Number	Account Description	Project Number	FY21 Budget	Current Balance	Agenda Expenditure	Balance
370-5020-519.63-15	Roadway	SG1803			\$31,483.32	
422-7034-533.63-60	Water	SG1803			\$14,555.50	
428-5090-539.62-15	Stormwater	SG1803			\$10,084.18	

First Amendment to Task Order 18 Civil Engineering Services

CEI Services for Park of Commerce Phase 1B Infrastructure Improvements

THIS TASK ORDER ("Task Order") is made on the ____ day of _____, 20____, between the **City of Lake Worth Beach**, a Florida municipal corporation located at 7 North Dixie Highway, Lake Worth Beach, Florida 33460 ("City") and Wantman Group, Inc., a Florida corporation ("Consultant").

1.0 Project Description:

The City desires the Consultant to provide those services as identified herein and generally described as: CEI Services for Park of Commerce Phase 1B Infrastructure Improvements Amendment #1 (the "Project").

2.0 Scope

Under this Task Order, the Consultant will provide professional services to the City as detailed in the **Consultant's proposal attached hereto and incorporated herein as Exhibit "1"**.

3.0 Schedule

The services to be provided under this Task Order shall be completed within _____ calendar days from the City's approval of this Task Order or the issuance of a Notice to Proceed.

4.0 Compensation

This Task Order is issued for a time and expense, not to exceed amount of **\$56,123**. The attached proposal identifies the services included for the time and expense, not to exceed amount.

5.0 Project Manager

The Project Manager for the Consultant is Bill Needle phone: (561)-268-1734; email: william.needle@wginc.com; and, the Project Manager for the City is Giles Rhoads, PE, phone: (561) 586-1640; email: grhoads@lakeworthbeachfl.gov.

6.0 Progress Meetings

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

7.0 Authorization

This Task Order is issued in compliance with the Consultants' Competition Negotiation Act, section 287.055, Florida Statutes, and pursuant to the Agreement for Professional Services between the City of Lake Worth and the Consultant, dated Complete March 16, 2018 ("Agreement" hereafter). If there are any conflicts between the terms and conditions of this Task Order and the Agreement, the terms and conditions of the Agreement shall

prevail; however, the specific scope of services set forth in this Task Order shall take precedence over any other more general description of services.

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

CITY OF LAKE WORTH BEACH, FLORIDA

ATTEST:

By: _____
Deborah M. Andrea, City Clerk

By: _____
Pam Triolo, Mayor

Brian Shields
2020.10.09
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APPROVED AS TO FORM AND
LEGAL SUFFICIENCY:

APPROVED FOR FINANCIAL
SUFFICIENCY

By: _____
Glen J. Torcivia, City Attorney
/mpa

By: _____
Bruce T. Miller, Financial Services Director

CONSULTANT: WANTMAN GROUP, INC.



[Corporate Seal]

By: _____
Brett Oldford

Print Name: Brett Oldford

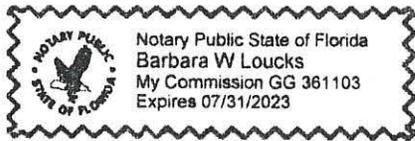
Title: Vice President, Civil Engineering

STATE OF Florida)
COUNTY OF PALM BEACH)

The foregoing instrument was acknowledged before me this 7th day of October, 2020 by BRETT OLDFORD, as VP, CIVIL ENGINEER (title), of Wantman Group, Inc., a corporation authorized to do business in the State of Florida, and who is personally known to me or who has produced the following _____ as identification.

Notary Public

Barbara W Loucks
Print Name: BARBARA W. LOUCKS
My commission expires: 7/31/2023





October 5, 2020

EXHIBIT 1

Mr. Giles Rhoads, PE, Assistant Director, Water Utilities
City of Lake Worth
301 College Street
Lake Worth, FL 33460

grhoads@lakeworthbeachfl.gov

Re: City of Lake Worth Beach Continuing Services Contract
Additional CEI Services for Park of Commerce Phase 1B Infrastructure Improvements
Lake Worth Beach, FL

Dear Ms. Parham,

Wantman Group, Inc. (WGI) is pleased to provide this proposal to City of Lake Worth Beach (CITY) for engineering services. Our scope of services and corresponding fees are detailed below. In addition, it is agreed that WGI's services will be performed pursuant to WGI's Agreement Provisions, associated with the original contract between WGI and CITY, awarded as per RFQ 18-303 dated March 16, 2018.

PROJECT UNDERSTANDING

The CITY has requested that WGI prepare a scope and fee proposal to provide part time construction engineering and inspection (CEI) services during the construction of Lake Worth Park of Commerce Phase 1B. Phase 1B includes 7th Avenue North from LWDD E-4 canal to +/- 250-feet east of 23rd Avenue South, 7th Avenue North from Fitch Ditch to Barnett Drive, and 4th Avenue North from 23rd Avenue South to +/- 525-feet west of Boutwell Road. Improvements include full-depth pavement restoration, pavement marking and signage, concrete sidewalk, drainage infrastructure, and water main improvements. This project is funded under a Florida Department of Transportation (FDOT) Joint Project Agreement.

This scope of services and fee proposal is based on an 83-day extension to the original 210-day project schedule listed below as approved in Work Directive Changes #1 (45 days), #2 (25 days) and #3 (13 days). Services to be provided are consistent with the original scope of services listed below.

BASIS OF SCOPE

1. The contract time is 180 days for substantial completion and 210 days for final completion;
2. The project has been designed by Mock Roos and Associates, Inc and construction is based on plans provided labeled "Final Plans January 2019";
3. WGI shall provide construction services as the Owners Representative; and
4. WGI shall provide the following specific services:

SCOPE OF SERVICES

Task I: CEI Services

1. Respond to Contractor Request for Information

WGI will respond in writing to Contractor's Request for Information (RFI) regarding the design documents during the construction duration. A total of ten (10) RFI responses have been included in this task. WGI will

issue interpretations and clarifications of the Contract Documents, along with associated support materials, as requested by the Contractor. These interpretations will be rendered and a response prepared and submitted to the Contractor within one week.

2. Review of Contractor's Update to the Construction Schedule and Sequencing

WGI will review the contractor's monthly updates to the proposed project schedule. WGI will review and validate to ensure that construction of the project is on schedule or advise the CITY Project Manager of any variance from the originally approved project schedule.

Review of contractor submittals to address progress updates as part of financing requirements of the project during construction and at project close out, if required.

3. Review of Contractors Applications for Payment

WGI will perform review and verify the completed pay requests submitted monthly by the contractor based on observed and documented work completed and materials stored on-site during the pay period as well as supporting documentation submitted by the contractor as an attachment to the pay request.

4. Progress Meetings

WGI will conduct, prepare agendas and minutes for monthly construction progress meetings. The progress meeting agenda will include, but is not limited to, the following items; Review of the previous minutes, project safety, CITY and resident issues, permitting, construction schedule, submittals, RFIs, quality control issues, construction sequencing & phasing, MOT, change orders and payment applications.

5. Change Order Review and Assistance

WGI will review all submitted requests for work change directives and change orders and assist the CITY Project Manager with the facilitation of the directive and/or change order. Services provided in this task include minor modifications to the design drawings and any plan reproduction required.

6. Construction Observations

WGI will provide PART-time construction observation in our role as the Owners Representative on-site during the Construction Phase. Tasks to be performed by WGI will include; attendance at meetings or conferences and addressing Contractor's Request For Additional Information (RAI's), serving as the CITY's liaison with the contractor, maintaining orderly files for communication, progress photos, submittals and reports, maintaining a daily log book of activities and review of completion certificates. WGI's responsibilities include immediate notification to the contractor and CITY Project Manager if construction is not in accordance with contract documents. Field reports with photos will be provided to the CITY on a weekly basis.

Labor hours included under this task for WGI's Inspector are based on five (5), four (4) hour visits per week and a construction duration of eighty-three (83) days.

7. Substantial Completion

The CITY and WGI will perform a review of the work completed to determine if the requirements of substantial completion have been met. WGI will generate the Substantial Completion Inspection Punch List that includes items to be addressed prior to Final Inspection.

8. Final Inspection and Acceptance

Services included under this task are the Final Inspection in coordination with the CITY Project Manager for review of the completed project and verification that all items listed on the Substantial Completion Inspection Punch List have been satisfied. Upon review, WGI will provide written opinion to the CITY and the financing authority that the Contractor has completed all work required as required under the contract documents.

9. As-Built Drawings

WGI will review the as-built drawings prepared by the contractor's professional surveyor, registered in the State of Florida, upon the completion of construction. Two separate as-built reviews will be provided as required to provide for water clearance and a later review for storm water. The as-built drawings will include post-construction project information and identify any significant deviation from the approved contract documents.

10. Project Certification

WGI will provide certifications to the Palm Beach County Health Department and the Lake Worth Drainage District as required to review the as-built drawings prepared by the contractor's professional surveyor, registered in the State of Florida, upon the completion of construction. The as-built drawings will include post-construction project information and identify any significant deviation from the approved contract documents.

11. Project Close Out

In conformance with contract documents, WGI will review, and deliver to the CITY Project Manager, the required contract documentation to be submitted by the Contractor as listed under the construction agreement. In addition, WGI will provide one complete set of final shop drawing submittals and approved as-built drawings signed and sealed by the contractor's professional surveyor.

12. Final Payment and Release of Retainage

In Conformance with the contract documents, WGI will verify that:

- The contractor's accounts are in order; considering items such as original contract sum, additions and deductions (per Change Order Summary) and any changes or adjustments required of the Schedule of Values has been accepted;
- Retainage amount is correct;
- Certificate of Final Completion has been issued;
- Final acceptance has been obtained from the CITY and the Florida Department of Environmental Protection, if required;
- The Contractor has provided a Final Release in accordance with the contract;

- All required certificates of inspection and occupancy have been obtained from public authorities, utility companies, and other public agencies;
- Completed As-Built Drawings have been received and accepted by the CITY;
- Notification of consent to surety, if any, to make Final Payment to Contractor;
- Amount of Liquidated Damages withheld (if applicable);
- Contractor's Warranty; and
- Preparation of the agenda item for project close-out with the CITY commission.

13. FDOT JPA Coordination

In Conformance with FDOT JPA requirements, WGI will:

- Invite FDOT to the per-construction meeting and all construction progress meetings. Meeting minutes will also be provided to FDOT for all meetings held;
- Coordinate the approval of all change orders and significant plan modification with FDOT. Department approval is required prior to the execution of the work in order for it to be reimbursable;
- Provide FDOT with Contractor invoices, project progress reports and requests for reimbursement for review and approval;
- Invite FDOT to the substantial and final completion walkthroughs; and
- Provide FDOT with signed and sealed as-built plans, prepared by the contractor's professional surveyor, and provide a certification that the project was completed per the approved plans and specification. These documents will accompany the CITY provided Certification of Completion stating that the project was completed per the requirements of the JPA.

Additional Time and Expense Fee* \$56,123

* Fees are based on a duration of the extension and derived from the original CEI contract. Original contract for \$676.19 per day (\$142,000/210 days) extended by 83 days.

We appreciate the opportunity to be of service to the City of Lake Worth Beach. Upon acceptance of this proposal, please sign and return an executed copy to this office.

Respectfully submitted,

WGI



Brett Oidford, PE
Vice President – Civil Engineering

EXECUTIVE BRIEF REGULAR MEETING

AGENDA DATE: October 20, 2020

DEPARTMENT: Community Sustainability

TITLE:

Ordinance No. 2020-13 – Second Reading - Amend the City’s Code of Ordinances Chapter 23 Land Development Regulations (development orders)

SUMMARY:

Ordinance No. 2020-13 provides for a series of amendments related to consistency and clarity for development order time extensions and expirations in Chapter 23 “Land Development Regulations,” including building permits, variances, site plan review, historic preservation, and other zoning permits.

BACKGROUND AND JUSTIFICATION:

The subject LDR amendments are intended to provide consistency and clarity for time extensions for all development order types and to provide uniform language related to the development order expiration.

The proposed amendments consolidate language related to the expiration of development orders into a new code section that provides for finality to approvals and construction projects. Currently, time limitations related to development orders are addressed in separate sections by development order type. The proposed ordinance would also amend language, for clarity and consistency, related to building permit application timeframes for development orders and time limitations related to issued building permits. The proposed amendments to the Land Development Regulations have been reviewed by staff for consistency with the City’s Comprehensive Plan.

At the September advisory board meetings, both the Planning & Zoning Board and Historic Resources Preservation Board discussed the amendments and both recommended unanimously for the City Commission to approve the proposed amendments.

The proposed ordinance was unanimously approved by the City Commission on first reading at the October 6, 2020 meeting.

MOTION:

Move to approve/disapprove Ordinance 2020-13 on second reading related to consistency and clarity for development order time extensions and expirations.

ATTACHMENT(S):

PZB/HRPB Staff Report
Ordinance 2020-13



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

DATE: August 26, 2020

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

FROM: William Waters, Director Community Sustainability

MEETING: September 2, 2020 and September 9, 2020

SUBJECT: **PZHP 20-03100005**: Consideration of an ordinance (Ordinance # 2020-13) to amend Chapter 23 “Land Development Regulations” to provide consistency and clarity for time limitations related to development orders and building permits.

BACKGROUND/ PROPOSAL:

On March 5, 2020, the City Commission held a workshop on the prioritization of amendments to the City’s Land Development Regulations (LDR) that were previously identified by staff and the Commission. The subject LDR amendments address the third series of prioritized items identified at the March meeting, which include modifications to provide consistency and clarity for time extension for all development order types and to provide uniform language related to the development order expiration.

The proposed amendments consolidate language related to the expiration of development orders into a new code section that provides for finality to approvals and construction projects. Currently, time limitations related to development orders are addressed in separate sections by development order type. The proposed ordinance would also amend language, for clarity and consistency, related to building permit application timeframes for development orders and time limitations related to issued building permits. The proposed amendments to the Land Development Regulations have been reviewed by staff for consistency with the City’s Comprehensive Plan.

The proposed LDR amendments for Chapter 23 will modify the following sections of the City’s Code of Ordinances:

- Sec. 23.2-37. – Expiration of Development Orders (New Section)
- Sec 23.1-11 -Time Limitations of Approvals - building permits
- Sec. 23.2-26. – Variances
- Sec. 23.2-29. – Conditional use permits
- Sec. 23.2-30. – Site plan review
- Sec. 23.5-4. - Historic preservation
- Sec. 23.7-4. - Permits
- Sec. 23.2-20 – Site Plan Review

STAFF RECOMMENDATION:

Staff recommends that the Planning and Zoning Board and Historic Resources Preservation Board recommend that the City Commission adopt Ordinance 2020-13: PZB (HRPB Project Number 20-03100005)

POTENTIAL MOTION:

I move to RECOMMEND/NOT RECOMMEND TO THE CITY COMMISSION **TO ADOPT** the proposed LDR text amendments included in PZB / HRPB Project Number 20-03100005 (Ordinance 2020-13).

Attachments

- A. Draft Ordinance 2020-13

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4 **ORDINANCE 2020-13 - AN ORDINANCE OF THE CITY OF LAKE**
5 **WORTH BEACH, FLORIDA, AMENDING CHAPTER 23 “LAND**
6 **DEVELOPMENT REGULATIONS,” ARTICLE 2, “ADMINISTRATION,”**
7 **DIVISION 3 “PERMITS,” BY ADDING A NEW SECTION “EXPIRATION**
8 **OF DEVELOPMENT ORDERS” TO PROVIDE FINALITY TO**
9 **APPROVALS AND CONSTRUCTION PROJECTS; AMENDING ARTICLE**
10 **1 “GENERAL PROVISIONS,” DIVISION 1 “GENERALLY,” SECTION**
11 **23.1-11 “TIME LIMITATIONS OF APPROVALS,” TO PROVIDE**
12 **UNIFORM TIME LIMITATIONS ON BUILDING PERMITS FOR ALL USES**
13 **IN THE LAND DEVELOPMENT REGULATIONS AND AMENDING THE**
14 **SPECIFIC REGULATIONS TO REFLECT THE UNIFORMITY;**
15 **PROVIDING FOR SEVERABILITY, THE REPEAL OF LAWS IN**
16 **CONFLICT, CODIFICATION; AND PROVIDING AN EFFECTIVE DATE**
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18

19 **WHEREAS**, as provided in Section 2(b), Article VIII of the Constitution of the State
20 of Florida, and Section 166.021(1), Florida Statutes, the City of Lake Worth Beach (the
21 “City”), a municipal corporation, enjoys all governmental, corporate, and proprietary
22 powers necessary to conduct municipal government, perform municipal functions, and
23 render municipal services, and may exercise any power for municipal purposes, except
24 as expressly prohibited by law; and
25

26 **WHEREAS**, as provided in Section 166.021(3), Florida Statutes, the governing
27 body of each municipality in the state has the power to enact legislation concerning any
28 subject matter upon which the state legislature may act, except when expressly prohibited
29 by law; and
30

31 **WHEREAS**, the City wishes to amend its regulations to provide a final expiration
32 date of no more than three years for approvals without specific expiration dates and for a
33 period of no more than four years when as a condition of approval, an expiration date is
34 included in the development order; and
35

36 **WHEREAS**, the City wishes to amend its regulations to provide time limitations to
37 apply for building permits as it relates to approved projects in the City; and
38

39 **WHEREAS**, this ordinance provides uniformity finality to building permits and
40 approvals throughout the land development regulations; and
41

42 **WHEREAS**, the Planning and Zoning Board, in its capacity as the local planning
43 agency, considered the proposed amendments at a duly advertised public hearing; and
44

45 **WHEREAS**, the Historic Resources Preservation Board, in its capacity as the local
46 planning agency, considered the proposed amendments at a duly advertised public
47 hearing; and
48

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

52
53 **NOW, THEREFORE, BE IT ORDAINED BY THE CITY COMMISSION OF THE**
54 **CITY OF LAKE WORTH BEACH, FLORIDA, that:**

55
56 **Section 1.** The foregoing “WHEREAS” clauses are ratified and confirmed as
57 being true and correct and are made a specific part of this Ordinance as if set forth herein.

58
59 **Section 2.** Chapter 23 “Land Development Regulations,” Article 2
60 “Administration,” “Division 3 “Permits,” of the City’s Code of Ordinances, is hereby
61 amended by adding a new Section 23.2-37 “Expiration of Development Orders” as
62 indicated in **Exhibit A** (underlined type is added).

63
64 **Section 3.** Chapter 23 “Land Development Regulations,” Article 1, “General
65 Provisions,” Division 1 “Generally,” Section 23.1-11 “Time limitations of approvals,” is
66 hereby amended by adding the words shown in underlined type and deleting the words
67 ~~struck through~~ as indicated in **Exhibit B**.

68
69 **Section 4.** Chapter 23 “Land Development Regulations,” section 23.2-26(c)
70 “Time limit for variances,” section 23.2-29(k) “Expiration of conditional use approval,”
71 section 23.2-30(f) “Expiration of site plan approval,” section 23.5-4(j) “Issuance of
72 certificate of appropriateness; commencement of permitted improvements,” and section
73 23.7(4)(e) “Expiration” as it relates to flood plain permits, are hereby amended to be
74 consistent with and provide uniformity with the regulations set forth in Exhibits A and B.
75 These sections are amended by adding the words shown in underlined type and deleting
76 the words ~~struck through~~ as indicated in **Exhibit C**.

77
78 **Section 5.** Severability. If any section, subsection, sentence, clause, phrase or
79 portion of this Ordinance is for any reason held invalid or unconstitutional by any court of
80 competent jurisdiction, such portion shall be deemed a separate, distinct, and
81 independent provision, and such holding shall not affect the validity of the remaining
82 portions thereof.

83
84 **Section 6.** Repeal of Laws in Conflict. All ordinances or parts of ordinances in
85 conflict herewith are hereby repealed to the extent of such conflict.

86
87 **Section 7.** Codification. The sections of the ordinance may be made a part of
88 the City Code of Laws and ordinances and may be re-numbered or re-lettered to
89 accomplish such, and the word “ordinance” may be changed to “section”, “division”, or
90 any other appropriate word.

91
92 **Section 8.** Effective Date. This ordinance shall become effective 10 days after
93 passage.

94
95

96 The passage of this ordinance on first reading was moved by Vice Mayor Amoroso,
97 seconded by Commissioner Maxwell, and upon being put to a vote, the vote was as
98 follows:

- 99
- 100 Mayor Pam Triolo AYE
- 101 Vice Mayor Andy Amoroso AYE
- 102 Commissioner Scott Maxwell AYE
- 103 Commissioner Herman Robinson AYE
- 104

105 The Mayor thereupon declared this ordinance duly passed on first reading on the
106 6th day of October, 2020.

107

108

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

- 112
- 113 Mayor Pam Triolo
- 114 Vice Mayor Andy Amoroso
- 115 Commissioner Scott Maxwell
- 116 Commissioner Herman Robinson
- 117
- 118

119 The Mayor thereupon declared this ordinance duly passed on the _____ day of
120 _____, 2020.

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122

123 LAKE WORTH BEACH CITY COMMISSION

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126 By: _____
127 Pam Triolo, Mayor

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129 ATTEST:

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131

132 _____
133 Deborah Andrea, CMC, City Clerk

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EXHIBIT A

Chapter 23

LAND DEVELOPMENT REGULATIONS ARTICLE 2 "ADMINISTRATION"

Article 2, "Administration," Division 3 "PERMITS"

Sec. 23.2-37. – Expiration of Development Orders.

- a) Generally. A development order shall automatically expire three (3) years from the date of issuance. If these LDRs provide for a shorter period of expiration, then those time limitations shall apply. If a development order expires, the approval shall terminate and become void. In such event, the applicant or property owner shall be required to make application for a new approval, subject to any changes in the law.
- b) As a Condition of Approval. The planning and zoning board, the historic resources preservation board or the city commission, as applicable, may condition the approval of a development order on a period of time not exceeding four (4) years or on a final expiration date of up to four (4) years. If certificates of use, completion, or occupancy are not issued by the appropriate city official at the end of the period or on the date specified in the development order, then the development order shall automatically expire at the end of the period or on the date specified in the development order. In such event, the applicant or property owner shall be required to make application for a new approval, subject to any changes in the law.
- c) Phased Plans. If a phased site plan expires, the following shall apply as applicable.
 - 1. The allocation of dwelling units granted for any principal structure that has not received a certificate of occupancy or equivalent certification shall expire at the time the site plan expires, or
 - 2. The portion of the property not developed prior to the expiration shall not be developed without the applicant or property owner submitting an application for and receiving an approval of a new site plan.
- d) Finality. This section is intended to add finality to development orders and construction projects. In no event may the expiration of a development order exceed the number of years set forth in this section.

EXHIBIT B

Chapter 23

LAND DEVELOPMENT REGULATIONS

*Article 1, "General Provisions," Division 1 "Generally"***Sec. 23.1-11. -Time limitations -- building permits approvals.****a) Application.**

1. Unless specified otherwise herein, approvals granted pursuant to these regulations shall require the owner to submit an application for a building permit(s) within ~~eighteen (18)~~ twelve (12) months from ~~time~~ the date of the approval. Failure to submit an application for a building permit(s) within that timeframe shall render the approval null and void unless an extension is granted as set forth herein.

2. Building permit application ~~Permitted~~ time frames do not change with successive owners, provided however, ~~one (1);~~ two (2) separate but successive six (6) month extensions of time to apply for a building permit may be granted by the development review official for good cause shown. ~~One (1) additional six (6) month extension of time may be granted by submitting a request for extension to the city authority which granted the approval.~~

b) Building permit. After a building permit application has been approved, a request to extend the building permit may be granted by the building official or designee in the building official's or designee's discretion in six (6) month increments or as otherwise provided by the Florida Building Code. In no event may a building permit exceed the time limitations set forth in section 23.2-37, nor may it be interpreted as extending the time limitations of the underlying order as set forth in section 23.2-37.

EXHIBIT C

Chapter 23

LAND DEVELOPMENT REGULATIONS

Article 2, "Administration," Division 3 "Permits"

Sec. 23.2-26. – Variances.

c) *Time limit for variances.* Any variance granted under this section shall be subject to the time limits set forth in section 23.1-11 regarding building permits and section 23.2-37 regarding the expiration of development orders. ~~become null and void and of no effect twelve (12) months from and after the date of its final approval, unless within such period of twelve (12) months a building permit is issued if required, or if no permit is required, unless the action permitted by the variance shall have taken place within the twelve-month period. An extension of six (6) months may be granted by the development review official for good cause.~~

Sec. 23.2-29. – Conditional use permits.

k) *Expiration of conditional use approval.* Any approval of a conditional use granted by the planning and zoning board, the historic resources preservation board or by the city commission shall be subject to the time limits set forth in section 23.1-11 regarding building permits and section 23.2-37 regarding the expiration of development orders. ~~void one (1) year after the date of the approval unless a building permit has been issued for the construction of all facilities provided in the site plan associated with the conditional use or otherwise needed to house the use, and construction is diligently pursued. If a building permit is issued within one (1) year of approval of the conditional use, the building official shall make periodic inspections in order to determine whether or not construction is being diligently pursued. If the building official determines that the construction is not being diligently pursued, then he shall notify in writing the owner of property and any other person who has requested such notice. The conditional use approval shall be void one hundred eighty (180) days after the date of such notice unless construction has been diligently resumed within that one hundred eighty day period. Minor construction related work which does not substantially advance the project to completion will not be deemed sufficient to keep from voiding of a conditional use approval. If new facilities are constructed but are not occupied within one (1) year following completion of construction, then the conditional use approval shall be void. If no new facilities are~~

261 needed to house the use, then the conditional use approval shall be void one hundred
262 eighty (180) days after the date of the approval unless the use has been established.

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Sec. 23.2-30. – Site plan review.

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268 f) ~~Expiration of site plan approval unless building permit(s) issued within one (1) year.~~
269 Any site plan approval shall be subject to the time limits set forth in section 23.1-11
270 regarding building permits and section 23.2-37 regarding the expiration of
271 development orders. ~~void one (1) year after the date of the approval unless a building~~
272 ~~permit has been issued for the construction of all facilities provided in the site plan~~
273 ~~and construction is diligently pursued. If a building permit is issued within one (1) year~~
274 ~~of approval of the site plan, the building official shall make periodic inspections in~~
275 ~~order to determine whether or not construction is being diligently pursued. If the~~
276 ~~building official determines that construction is not being diligently pursued, then he~~
277 ~~shall notify in writing the owner of property and any other person who has requested~~
278 ~~such notice. The site plan approval shall be void one hundred eighty (180) days after~~
279 ~~the date of such notice unless construction has been diligently resumed within that~~
280 ~~one hundred eighty day period. Minor construction related work which does not~~
281 ~~substantially advance the project to completion will not be deemed sufficient to keep~~
282 ~~from voiding of site plan approval~~

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284 g) ~~Extension of time. An extension of time may be requested by the applicant prior to~~
285 ~~the expiration of the original approval. The development review official may grant one~~
286 ~~(1) time extension for a period not to exceed six (6) months and only within the original~~
287 ~~period of validity.~~

288 h) g) Compliance with LDRs required. In all cases requiring site plan review, no
289 structure, or part thereof, shall be erected or used, or land or water used, or any
290 change of use consummated, nor shall any building permit be issued, unless a site
291 plan has been reviewed and approved, and in no instance shall the decisionmaking
292 body modify the written standards of these LDRs in approving a site plan; except as
293 provided for in this section.

294 i) h) Violations. Failure to complete and continually maintain all approved elements of
295 an approved site plan including landscape, appearance and other site development
296 features, shall be a violation of these LDRs subject to enforcement and penalty
297 procedure of the City Code of Ordinances.

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Article 5, "Substantial Regulations"

Sec. 23.5-4. - Historic preservation.

- j) ~~Issuance of certificate of appropriateness; time limits commencement of permitted improvements. If the department for community sustainability or HRPB approves an application, a certificate of appropriateness shall be issued in a timely manner. Issuance of a certificate of appropriateness shall not relieve the applicant from obtaining all other required development permits, orders and approvals required by law. No building permit or other development order for a designated landmark or a property within a historic district shall be valid unless accompanied by a certificate of appropriateness. A certificate of appropriateness approval shall be subject to the time limits set forth in section 23.1-11 regarding building permits and section 23.2-37 regarding the expiration of development orders. Construction approved by a certificate of appropriateness shall commence within twelve (12) months of the date of issuance, and the certificate shall automatically expire if less than fifty (50) percent of the approved improvements are completed within twelve (12) months of the date of commencement. A certificate of occupancy for the required improvements shall be received within twenty-four (24) months of commencement of the work. The department for community sustainability may grant a one-time time extension not exceeding twelve (12) months if the permit holder can demonstrate that delays have been unavoidable and that work will be completed in a timely manner. The HRPB may in its absolute discretion grant additional time extensions as necessary if the permit holder can demonstrate that delays have been unavoidable and that work will be completed in a timely manner. If the department for community sustainability or HRPB denies an application, it shall state its reasons for doing so in writing and present them to the applicant within ten (10) calendar days of the denial.~~

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

Sec. 23.7-4. - Permits.

- e) Expiration. A floodplain development permit or approval shall be subject to the time limits set forth in section 23.1-11 regarding building permits and section 23.2-37 regarding the expiration of development orders. ~~become invalid unless the work authorized by such permit is commenced within one hundred eighty (180) days after its issuance, or if the work authorized is suspended or abandoned for a period of one hundred eighty (180) days after the work commences. Extensions for periods of not more than one hundred eighty (180) days each shall be requested in writing and justifiable cause shall be demonstrated.~~

EXECUTIVE BRIEF REGULAR MEETING

AGENDA DATE: October 20, 2020

DEPARTMENT: Community Sustainability

TITLE:

Ordinance No. 2020-14 – Second Reading - Amend the City’s Code of Ordinances Chapter 23 Land Development Regulations to update and clarify the quasi-judicial process for land use and zoning matters

SUMMARY:

Ordinance 2020-14 provides for a series of amendments related to changes to update and clarify the quasi-judicial process for land use and zoning matters including appeals in Chapter 23 “Land Development Regulations.”

BACKGROUND AND JUSTIFICATION:

The subject LDR amendments are intended to update and clarify the quasi-judicial process for land use and zoning matters including appeals. The proposed amendments to the Land Development Regulations have been reviewed by staff for consistency with the City’s Comprehensive Plan.

The proposed LDR amendments for Chapter 23 will modify Sec. 23.2-16. “Quasi-judicial procedures” and Sec. 23.3-17 “Appeals.”

At the September advisory board meetings, both the Planning & Zoning Board and Historic Resources Preservation Board discussed the amendments and both recommended unanimously for the City Commission to approve the proposed amendments.

The proposed ordinance was unanimously approved by the City Commission on first reading at the October 6, 2020 meeting with a request to staff to bring back modifications to the proposed ordinance related to affected party notice timeframes.

MOTION:

Move to approve/disapprove Ordinance 2020-14 amending the City’s Code of Ordinances Chapter 23 Land Development Regulations to update and clarify the quasi-judicial process for land use and zoning matters.

ATTACHMENT(S):

PZB/HRPB Staff Report
Ordinance 2020-14



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

DATE: August 26, 2020

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

FROM: William Waters, Director Community Sustainability

MEETING: September 2, 2020 and September 9, 2020

SUBJECT: **PZHP 20-03100006**: Consideration of an ordinance (Ordinance # 2020-14) to amend Chapter 23 “Land Development Regulations” to update and clarify the quasi-judicial process for land use and zoning matters.

BACKGROUND/ PROPOSAL:

On March 5, 2020, the City Commission held a workshop on the prioritization of amendments to the City’s Land Development Regulations (LDR) that were previously identified by staff and the Commission. The subject LDR amendments address the third series of prioritized items identified at the March meeting. These include changes to update and clarify the quasi-judicial process for land use and zoning matters including appeals. The proposed amendments to the Land Development Regulations have been reviewed by staff for consistency with the City’s Comprehensive Plan.

The proposed LDR amendments for Chapter 23 will modify the following sections of the City’s Code of Ordinances:

- Sec. 23.2-16. - Quasi-judicial procedures
- Sec. 23.2-17. - Appeals

STAFF RECOMMENDATION:

Staff recommends that the Planning and Zoning Board and Historic Resources Preservation Board recommend that the City Commission adopt Ordinance 2020-14 (PZB / HRPB Project Number PZHP 20-03100006).

POTENTIAL MOTION:

I move to RECOMMEND/NOT RECOMMEND TO THE CITY COMMISSION **TO ADOPT** the proposed LDR text amendments included in PZB / HRPB Project Number 20-03100006 (Ordinance 2020-14).

Attachments

- A. Draft Ordinance 2020-14

1
2
3 **ORDINANCE 2020-14 - AN ORDINANCE OF THE CITY OF LAKE**
4 **WORTH BEACH, FLORIDA, AMENDING CHAPTER 23 “LAND**
5 **DEVELOPMENT REGULATIONS,” ARTICLE 2, “ADMINISTRATION”,**
6 **DIVISION 2 “PROCEDURES,” SECTION 23.2-16 “QUASI-JUDICIAL**
7 **PROCEDURES” AND SECTION 23.2-17 “APPEALS” TO UPDATE AND**
8 **CLARIFY THE QUASI-JUDICIAL PROCESS FOR LAND USE AND**
9 **ZONING MATTERS; PROVIDING FOR SEVERABILITY, THE REPEAL**
10 **OF LAWS IN CONFLICT, CODIFICATION; AND PROVIDING AN**
11 **EFFECTIVE DATE**

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

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

24
25 **WHEREAS**, the City wishes to amend its regulations pertaining to quasi-judicial
26 procedures and appeals to provide clarity to the processes; and

27
28 **WHEREAS**, the Planning and Zoning Board, in its capacity as the local planning
29 agency, considered the proposed amendments at a duly advertised public hearing; and

30
31 **WHEREAS**, the Historic Resources Preservation Board, in its capacity as the local
32 planning agency, considered the proposed amendments at a duly advertised public
33 hearing; and

34
35 **WHEREAS**, the City Commission has reviewed the proposed amendments and
36 has determined that it is in the best interest of the public health, safety, and general
37 welfare of the City to adopt this ordinance.

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

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

44
45 **Section 2.** Chapter 23 “Land Development Regulations,” Article 2,
46 “Administration,” Divisions 2 “Procedures,” Section 23.2-16 “Quasi-Judicial Procedures”
47 of the City’s Code of Ordinances, is hereby amended by adding the words shown in
48 underlined type and deleting the words as ~~struck through~~.

51 **Sec. 23.2-16. - Quasi-judicial procedures.**

52
53 a) *In general.* The provisions of this section apply to all quasi-judicial hearings held
54 pursuant to these LDRs. Quasi-judicial hearings shall be conducted generally in
55 accordance with the following order of presentation:

- 56 1. Disclosure of ex parte communications and personal investigations
57 pursuant to subsection h below.
- 58 2. Presentation by city staff.
- 59 3. Presentation by the applicant.
- 60 4. Presentation by affected party, if applicable.
- 61 ~~45.~~ Public comment.
- 62 ~~56.~~ Cross-examination by city staff.
- 63 ~~67.~~ Cross-examination by the applicant.
- 64 8. Cross-examination by affected party, if applicable.
- 65 ~~79.~~ ~~Cross-examination~~ Questions by the decisionmaking body.
- 66 ~~810.~~ Rebuttal or closing argument by the applicant.
- 67 ~~911.~~ Closing of the public hearing.
- 68 ~~1012.~~ Deliberation by the decisionmaking body. ~~Motion by the decisionmaking~~
69 ~~body with explanation.~~
- 70 ~~11.~~ ~~Discussion among members of the decisionmaking body.~~
- 71 ~~12.13.~~ Action by the decisionmaking body making reference to and entry of
72 specific findings. In the case of denials a citation(s) shall be provided
73 referencing to the legal authority (e.g., code citation) forming the basis
74 of the denial.

75 The chairperson, upon motion or by consensus of the decisionmaking body, may
76 change the order of presentation. Each party shall have the right to call and examine
77 witnesses, to introduce evidence/exhibits into the record, to cross-examine opposing
78 witnesses on any relevant matter, subject to the rules contained herein, and to rebut
79 evidence.

80 b) *Sworn testimony.* The applicant, staff, and all participants requesting to speak shall
81 be collectively sworn by oath or affirmation.

82 c) *Waiver by applicant.* The applicant may waive its right to make a presentation if it
83 agrees with the staff recommendation ~~and no one from the audience wishes to speak~~
84 ~~for or against the application.~~ The decisionmaking body may then take public
85 comment and vote on the item, based upon the staff report and any other materials
86 entered by staff from the official file into the record of the hearing.

87 d) *Decorum.* The chair shall keep order, and without requiring an objection, may direct
88 a party conducting cross-examination to stop a particular line of questioning that
89 merely harasses, intimidates or embarrasses the individual being cross-examined; is
90 unduly repetitious and not relevant; or is beyond the scope of the testimony by the
91 individual being cross-examined. If the party conducting the cross-examination
92 continuously violates directions from the chair to end a line of questioning deemed

93 irrelevant and merely designed to harass, intimidate or embarrass the individual, the
94 chair may terminate the cross-examination.

95 e) *Affected parties.* Affected parties, as defined in section 23.1-12 (Definitions), (1) shall
96 be allowed to present evidence, to produced witnesses, and to cross-examine
97 witnesses produced by others; (2) may appeal final decisions of staff, HRPB, planning
98 and zoning board, or city commission; and (3) may file suit to enforce the provisions
99 of this article should the city fail or decline to do so. Notwithstanding the foregoing;
100 however, in any suit brought by an affected party, the applicable circuit court shall
101 determine whether the affected party has the requisite standing to bring suit. An
102 affected party who wishes to participate as a party in the quasi-judicial hearing must
103 fill out a city form and deliver it to the Department of Community Sustainability at least
104 five (5) days before the hearing. Failure to follow the process shall be deemed a
105 waiver and the affected party will not be allowed to participate in the quasi-judicial
106 hearing.

107 f) *Deliberation.* After the presentations, and at the conclusion of any continuances, the
108 decisionmaking body shall deliberate on the application ~~or appeal, as the case may~~
109 ~~be.~~ Once the decisionmaking body begins its deliberations no further presentations
110 or testimony shall be permitted except at the sole discretion of the decisionmaking
111 body. The decisionmaking body's decisions must be based upon competent
112 substantial evidence in the record.

113 g) *Continuance.* The decisionmaking body may, on its own motion ~~or at the request of~~
114 ~~an applicant,~~ continue the hearing to a fixed date, time and place. Also, tThe applicant
115 or affected party shall have the right to one (1) continuance provided the request is
116 to address neighborhood concerns or new evidence, to hire legal counsel or a
117 professional services consultant, or the applicant or affected party is unable to be
118 represented at the hearing. The decisionmaking body will continue the hearing to a
119 fixed date, time and place. ; hHowever, all subsequent continuances shall be granted
120 at the sole discretion of the decisionmaking body. Notwithstanding the foregoing, a
121 continuance shall not be granted if to do so would delay a decision on an appeal from
122 the HRPB regarding a certificate of appropriateness beyond the ninety-day
123 requirement specified in section 23.2-17.

124 h) *Ex parte communications.* Members of the decisionmaking body shall disclose on the
125 record any ex parte communications and personal investigations regarding pending
126 quasi-judicial decisions in accordance with applicable Florida law.

- 127 1. Members of the decision-making body shall disclose on the record any ex parte
128 communications, site visits, expert opinions sought, and personal investigations
129 regarding pending quasi-judicial decisions prior to any final action on the matter.
- 130 2. The substance of any ex parte communication shall be disclosed including the
131 subject of the communication and the identity of the person, group, or entity with
132 whom the communication took place.
- 133 3. Any written communication shall be made part of the record.
- 134 4. Any site visit, personal investigation or expert opinions received shall be
135 disclosed and made part of the record.

136 5. Pursuant to section 286.0115(1), Florida Statutes, the foregoing process
137 removes the presumption of prejudice from ex parte communications.

138 i) *Official file.* All written communication received by a decisionmaking body or staff
139 concerning an application, the staff report on the application, any petitions or other
140 submissions from the public, and all other documents pertaining to the application
141 upon receipt shall be filed in the official file for the application, which shall be
142 maintained by staff. The comprehensive plan and the City Code of Ordinances shall
143 be deemed to be part of the official file. The official file shall be available for inspection
144 during normal business hours.

145 j) *Record of the hearing.* All evidence admitted into the record at the hearing, and the
146 adopted development order of the decisionmaking body shall be maintained by the
147 city in a hearing file available for public review for a period of at least forty-five (45)
148 days from the rendering of the decision.

149 k) *First Reading.* For all quasi-judicial matters which require more than one (1) reading,
150 the first reading shall constitute the quasi-judicial hearing. If a decision is rendered to
151 grant or grant with conditions the relief sought by the applicant, then the second
152 reading shall be procedural in nature with the quasi-judicial body ratifying and
153 affirming its prior decision. If new evidence is introduced which, if brought to the
154 attention of the quasi-judicial body at the first reading, would have had a material
155 impact on its decision, the quasi-judicial body may reopen the quasi-judicial hearing
156 and give all parties the opportunity to address the new evidence.

157 **Section 3.** Chapter 23 “Land Development Regulations,” Article 2,
158 “Administration,” Division 2 “Procedures,” Section 23.2-17 “Appeals” of the City’s Code of
159 Ordinances, is hereby amended by adding the words shown in underlined type and
160 deleting the words as struck through.
161

162
163 Sec. 23.2-17. - Appeals.
164

165 a) *To planning and zoning board and historic resources preservation board.* An
166 applicant may appeal a final decision of the development review official to the
167 planning and zoning board or the historic resources preservation board, as
168 applicable. The procedures set forth below and in subsection d) shall be followed.

169 1. The applicant shall submit to the development review official, a notice of appeal
170 within thirty (30) days of the official's written decision. The appeal shall be in writing
171 on a form provided by city staff, and

172 2. The appeal shall be accompanied by the applicable fee and filed with the
173 development review official.

174 3. The appeal shall be heard at a quasi-judicial hearing and based on the record
175 made in the proceeding below. evidence relied upon by the development review
176 official in making his/her decision, which shall include submissions from the
177 applicant.

178 4. Notwithstanding the above, on appeals of administrative decisions regarding
179 certificates of appropriateness, the process shall be guided by Section 23.5-
180 4(n)(1), which provides that a notice of appeal must be submitted within fourteen

- 181 (14) days of the administrative decision, and that the administrative decision must
 182 be reviewed within sixty (60) days and may be reversed only if it was contrary to
 183 law or arbitrary and capricious.
- 184 b) *To city commission.* Should an applicant for development approval or an affected
 185 party with demonstrated standing decide to appeal a decision of the planning and
 186 zoning board or the historic resources preservation board the procedures set forth
 187 below and in subsection d) shall be followed.
- 188 1. ~~he~~The applicant or affected party shall submit to the development review official
 189 a notice of appeal within fourteen (14) days of the issuance of the board's written
 190 decision.
- 191 2. Thereafter, the applicant or affected party shall submit to the development review
 192 official in writing the basis for the appeal within thirty (30) days of the board's
 193 written decision; except appeals from decisions pertaining to variances shall be
 194 appealed directly to circuit court as described in subsection c). The basis of
 195 appeal must relate to the evidence and testimony presented to the planning and
 196 zoning board or the HRPB. The basis of appeal should include all evidence the
 197 appealing party would like to have the city commission review. New evidence is
 198 not allowed and shall not be considered.
- 199 3. The appeal shall be submitted with a city application and the applicable fee and
 200 filed with the development review official. An affected party must have
 201 participated in the hearing before the planning and zoning board or HRPB to
 202 participate in an appeal before the city commission.
- 203 4. The development review official shall forward the appeal, the staff report and
 204 other relevant documents reviewed at the planning and zoning board or HRPB
 205 meeting, and the board's decision to the city commission for review.
- 206 5. The development review official may also have the right to appeal a decision of
 207 the planning and zoning board or the HRPB.
- 208 46. After courtesy notice as provided in this article, the city commission shall conduct
 209 a ~~quasi-judicial~~ hearing, and shall consider those applications on appeal from the
 210 planning and zoning board or the HRPB based on the record ~~made in the~~
 211 ~~proceeding below~~ created at the planning and zoning board or the HRPB
 212 meeting. The considerations substantiating the decision of the city commission
 213 shall be discussed. The city commission shall convey its decision in writing to the
 214 appellant applicant, affected parties, if applicable, and to the development review
 215 official. The considerations substantiating the decision of the city commission
 216 shall be documented.
- 217 27. For appeals from the decisions of the HRPB regarding certificates of
 218 appropriateness, the city commission shall consider the appeal within ninety (90)
 219 days after the filing of the appeal. The city commission may uphold or reverse
 220 the HRPB's decision in whole or in part or remand with instructions for further
 221 consideration. approve, approve with modifications or disapprove the application
 222 within ninety (90) days after the filing of the appeal. A reversal of an HRPB
 223 decision, whether in whole or in part, of the historic resources preservation board
 224 shall require no less than four (4) votes of the full city commission or by no less
 225 than three (3) votes of those in attendance, and in accordance with Section 23.5-

226 4(n)(2), a reversal shall be rendered only if the city commission determines that
227 the HRPB decision was contrary to law or arbitrary and capricious.

228 c) *To circuit court.* Any person or persons, jointly or severally, or entity, aggrieved by
229 any the decision of the city commission, after first exhausting all administrative
230 remedies, ~~may~~ shall present to a circuit court a petition for issuance of a writ of
231 certiorari pursuant to the Florida law. If a planning and zoning board or HRPB
232 variance determination is being appealed and is a part of an overall order being
233 appealed for certificates of appropriateness, site plans, etc., then the entire order shall
234 be appealed to the circuit court and it is not necessary to exhaust administrative
235 remedies by appealing any portion of the order to the city commission.

236 d) *Appeal procedure.* Hearings on appeals shall be conducted generally in accordance
237 with the following order of presentation, which may be adjusted by the chairperson.
238 At these hearings no new evidence may be introduced and presentations will be
239 limited to ten (10) minutes per party unless the time is extended by majority vote of
240 the decisionmaking body.

- 241
- 242 1. Disclosure of ex parte communications and personal investigations.
- 243 2. Presentation by city staff.
- 244 3. Presentation by appealing party.
- 245 4. Presentation by applicant, if not the appealing party.
- 246 5. Questions by the decisionmaking body.
- 247 6. Closing of the public hearing.
- 248 7. Deliberation by the decisionmaking body. The decisionmaking body shall
249 be restricted to the record developed from the hearing before the
250 appropriate board which shall include submissions from the applicant and
251 affected party, if applicable. The standard of review for these
252 deliberations shall be competent, substantial evidence unless indicated
253 otherwise in these LDRs.
- 254 8. Action by the decisionmaking body.
- 255

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

261

262 **Section 5.** *Repeal of Laws in Conflict.* All ordinances or parts of ordinances in
263 conflict herewith are hereby repealed to the extent of such conflict.

264

265 **Section 6.** *Codification.* The sections of the ordinance may be made a part of
266 the City Code of Laws and ordinances and may be re-numbered or re-lettered to
267 accomplish such, and the word “ordinance” may be changed to “section”, “division”, or
268 any other appropriate word.

269

270 **Section 7. Effective Date.** This ordinance shall become effective 10 days after
271 passage.

272

273

274 The passage of this ordinance on first reading was moved by Vice Mayor Amoroso,
275 seconded by Commissioner Robinson, and upon being put to a vote, the vote was as
276 follows:

277

278 Mayor Pam Triolo AYE

279 Vice Mayor Andy Amoroso AYE

280 Commissioner Scott Maxwell AYE

281 Commissioner Herman Robinson AYE

282

283 The Mayor thereupon declared this ordinance duly passed on first reading on the
284 6th day of October, 2020.

285

286

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

290

291 Mayor Pam Triolo

292 Vice Mayor Andy Amoroso

293 Commissioner Scott Maxwell

294 Commissioner Herman Robinson

295

296

297 The Mayor thereupon declared this ordinance duly passed on the _____ day of
298 _____, 2020.

299

300

LAKE WORTH BEACH CITY COMMISSION

301

302

303

By: _____

304

Pam Triolo, Mayor

305

306 ATTEST:

307

308

309

310 _____
Deborah Andrea, CMC, City Clerk

EXECUTIVE BRIEF REGULAR MEETING

AGENDA DATE: October 20, 2020

DEPARTMENT: Finance

TITLE:

Ordinance No. 2020-16 – Second Reading -- providing authority for the issuance of taxable utility bonds to fully fund reserves

SUMMARY:

Ordinance 2020-16 will authorize the issuance of taxable utility bonds. The City intends to issue some taxable bonds as part of the Series 2020 issue.

BACKGROUND AND JUSTIFICATION:

The City's electric, water and sewer utilities each have capital improvement needs based on the capital improvement plans for each utility. Some projects go back many years as the City was unable to properly fund and execute a consistent and appropriate infrastructure replacement and rebuilding program. While there have been great strides in each utility to do more to invest in infrastructure projects, there is still much left to address in order to assure utility services continue without significant threat of failure now and into the future. By issuing bonds pledged against revenues the City will be able to make the required investments into the utility infrastructure to insure safe, consistent and efficient operations for the customers.

Additionally, current debt will be rolled into the bond amounts along with the borrowing for new projects as market conditions for bonds are favorable. The finance team recommends combing electric, water and sewer revenues into a single consolidated utility pledge, and using this to finance both capital improvements and a refinancing of the existing debt. The ordinance is designed to provide additional legal authority for issuing taxable utility bonds for non-capital purposes. There will be separate resolutions specifically authorizing the financing. The ordinance passed by a vote of 4-0 at the October 6 Commission meeting.

MOTION:

Move to approve/disapprove Ordinance No. 2020-16 providing authority for the issuance of taxable utility bonds to fully fund reserves.

ATTACHMENT(S):

Fiscal Impact Analysis
Ordinance No. 2020-16

FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2021	2022	2023	2024	2025
Total Funding	120,385,000	0	0	0	0
Annual Debt Service	0	1,650,278	5,421,950	5,418,200	6,592,050
External Revenues	0	0	0	0	0
Program Income	0	0	0	0	0
In-kind Match	0	0	0	0	0
Net Fiscal Impact	0	0	0	0	0
No. of Addn'l Full-Time Employee Positions	0	0	0	0	0

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

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

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ORDINANCE NO. 2020-16 OF THE CITY OF LAKE WORTH BEACH, FLORIDA, AUTHORIZING THE INCURRENCE BY THE CITY OF DEBT OBLIGATIONS TO FUND RESERVES FOR CASH FLOW PURPOSES RELATED TO THE CITY’S CONSOLIDATED UTILITY SYSTEM; PROVIDING THAT SUCH OBLIGATIONS OF THE CITY DO NOT CREATE A GENERAL DEBT OR OBLIGATION OF THE CITY OR THE STATE BUT SHALL BE PAYABLE SOLELY FROM UTILITY REVENUES; AND PROVIDING AN EFFECTIVE DATE

WHEREAS, the City Commission (the “Commission”) of the City of Lake Worth Beach, Florida (the “City”) desires to consider a financing plan to provide for the funding of utility reserves for cash flow purposes; and

WHEREAS, the Commission hereby deems such financing to be for an essential public purpose and to constitute a “project” within the meaning of Section 166.111, Florida Statutes, as amended;

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

SECTION 1. DEFINITIONS. When used in this ordinance, the following terms shall have the following meanings, unless the context clearly otherwise requires:

“City” shall mean the City of Lake Worth Beach, Florida, a municipal corporation and public body corporate and politic.

“Obligations” shall mean debt obligations issued by the City, the proceeds from the sale of which shall be used to finance the Project.

“Project” shall mean the establishment of reserves for and the payment by the City of costs of operation of the City’s consolidated Utility System, including salaries and benefits of City employees and other operating costs necessary to provide essential services to citizens of the City, for which City Utility Revenues are otherwise insufficient.

“Utility Revenues” shall mean revenues derived by the City from the provision of Utility Services to its customers.

“Utility Services” shall mean the provision of electric, water, and sewer service to the City’s customers throughout the Utility System service territories.

“Utility System” shall mean the City’s public electric, water, and sewer utilities as operated within their respective territories.

The words “herein”, “hereunder”, “hereby”, “hereto”, “hereof”, and any similar terms shall refer to this ordinance.

Words importing the singular number include the plural number, and vice-versa.

SECTION 2. FINDINGS. The City Commission of the City hereby finds and determines that:

(a) The City is in the process of incurring indebtedness to finance needed improvements to the Utility System, and to refinance certain indebtedness of the Utility System.

(b) It is vital to the citizens of the City and customers of the Utility System that Utility Services are provided in a reliable manner.

(c) The City desires to incur Obligations to provide a reserve to continue to fund essential Utility Services as a Project vital to the needs of customers of the Utility System.

SECTION 3. ISSUANCE OF OBLIGATIONS.

(a) The City Commission shall have the power, and it is hereby authorized to provide by resolution, to incur Obligations to finance the Project. The proceeds from the Obligations shall be used to finance the cost of the Project, to pay interest on the Obligations, if needed, and to pay costs of issuance.

(b) The Obligations shall be payable from Utility Revenues, moneys in certain funds and accounts held by the City and moneys derived from any credit enhancement of the Obligations.

SECTION 4. OBLIGATIONS NOT DEBT OF CITY. Obligations issued under the provisions of any resolution shall not be deemed to constitute a debt of the City or a pledge of the faith and credit or taxing power of the City, but such Obligations shall be payable solely from Utility Revenues as described herein. The obligation of the City to repay such Obligations is a limited and special obligation.

SECTION 5. REMEDIES OF OBLIGATION HOLDERS. Any holder of Obligations, except to the extent the rights herein given may be restricted by the resolution authorizing the issuance of such Obligations, may, either at law or in equity, by suit, action, mandamus or other proceeding, protect and enforce any and all rights under the laws of the State or granted hereunder or under such resolution, and may enforce and compel the performance of all duties required by such resolution to be performed by the City or by any officer thereof.

SECTION 6. ALTERNATIVE METHOD. This ordinance shall be deemed to provide an additional and alternative method for the doing of the things authorized hereby, shall be regarded as supplemental and additional to powers conferred by other laws, and shall not be regarded as in derogation of any powers now existing or which may hereafter come into existence. This ordinance, being necessary for the welfare of the inhabitants of the City and its Utility System customers, shall be liberally construed to affect the purposes thereof.

SECTION 7. EFFECTIVE DATE. This ordinance shall take effect immediately upon its enactment.

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

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

The Mayor thereupon declared this ordinance duly passed on first reading on the 6th day of October, 2020.

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

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

The Mayor thereupon declared this ordinance duly passed and enacted on the 20th day of October, 2020.

LAKE WORTH BEACH CITY COMMISSION

Pam Triolo, Mayor

ATTEST:

Deborah M. Andrea, CMC, City Clerk

APPROVED AS TO FORM:

Nabors, Giblin & Nickerson, P.A.

EXECUTIVE BRIEF REGULAR MEETING

AGENDA DATE: October 20, 2020

DEPARTMENT: Community Sustainability

TITLE:

Ordinance No. 2020-19 - First Reading - adopting the Florida Building Code 2020 7th Edition with recommended local amendments to Chapter One

SUMMARY:

The ordinance proposes the adoption of the 2020 7th edition of the Florida Building Code with local amendments to Chapter One

BACKGROUND AND JUSTIFICATION:

Every three years the Florida Building Code is amended and it is based on the latest edition of the International Code. This year the Florida Building Commission has adopted, by rule, pursuant to section 120.536(1) and 120.54, Florida Statutes, the 2020 Florida Building Code (Code) with an effective implementation date of December 31, 2020. The Code is applicable throughout the entire State of Florida pursuant to section 553.73(6), Florida Statutes, without adoption on the City for implementation. However, section 553.73(4)(a), Florida Statutes, authorizes the City to adopt local amendments to the administrative provisions contained in Chapter 1 of the Code, so long as any such administrative amendments are more stringent than the minimum standards contained in the Code. The recommended administrative amendments for the City are included as part of the proposed ordinance as Exhibit "A".

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

MOTION:

Move to approve/disapprove Ordinance No. 2020-19 – on first reading and set the second reading and public hearing for November 17, 2020.

ATTACHMENT(S):

Fiscal Impact Analysis – N/A
Ordinance 2020-19

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4 ORDINANCE NO. 2020-19 OF THE CITY OF LAKE WORTH BEACH,
5 FLORIDA, AMENDING CHAPTER 9, "BUILDINGS AND STRUCTURAL
6 REGULATIONS", ARTICLE I, "IN GENERAL", SECTION 9-2, "BUILDING
7 CODE ADOPTED", BY ADOPTING THE 2020 BUILDING CODE;
8 AMENDING SECTION 9-2.1, "CITY OF LAKE WORTH ADMINISTRATIVE
9 AMENDMENTS TO THE FLORIDA BUILDING CODES ADOPTED", BY
10 ADOPTING BY REFERENCE THE CITY OF LAKE WORTH BEACH
11 ADMINISTRATIVE AMENDMENTS TO THE FLORIDA BUILDING CODE
12 2020 EDITION; PROVIDING FOR SEVERABILITY, THE REPEAL OF
13 LAWS IN CONFLICT, CODIFICATION, AND AN EFFECTIVE DATE
14

15 WHEREAS, pursuant to the home rule powers of the City of Lake Worth Beach
16 granted by Chapter 166, Florida Statutes, the City has the authority to exercise its police
17 powers and regulatory powers to protect the health, safety and welfare of its citizens; and
18

19 WHEREAS, the Florida Building Commission has adopted by rule, pursuant to
20 sections 120.536(1) and 120.54, Florida Statutes, the 2020 Edition of the Florida
21 Building Code; and
22

23 WHEREAS, subject to the provisions of the law, responsibility for enforcement,
24 interpretation, and regulation of the Florida Building code shall be vested in a specified
25 local government; and
26

27 WHEREAS, local governments may adopt amendments to the administrative
28 provisions of the Florida Building Code, subject to the limitations of section 553.73(4)(a),
29 Florida Statutes; and
30

31 WHEREAS, the adoption of administrative amendments serves the public
32 interest by strengthening and clarifying the proper administration of the Florida Building
33 Code, which includes building, electrical, plumbing, mechanical, and other technical
34 codes, for the health, safety, and general welfare of the citizens of the City of Lake
35 Worth Beach.
36

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

40 Section 1. The foregoing "WHEREAS" clauses are ratified and confirmed as being true
41 and correct and are made a specific part of this Ordinance as if set forth herein.
42

43 Section 2. Chapter 9, "Buildings and Structural Regulations", Article I, "In General",
44 Section 9-2., "Building code adopted" is hereby amended as follows (added words are
45 underlined and deleted words are ~~struck through~~):
46

47 **Sec. 9-2. - Building code adopted.**

48 The Florida Building Commission has adopted, by rule, pursuant to F.S. §§
49 120.536(1) and 120.54, the ~~2017~~ 2020 edition of the Florida Building Code, which
50 contains or incorporates by reference all laws and rules that pertain to and govern the
51 design, construction, erection, alteration, modification, repair, and demolition of public and
52 private buildings and structures, and the enforcement of such laws and rules.

53 Section 3. Chapter 9, “Buildings and Structural Regulations”, Article I, “In General”,
54 Section 9-2.1, “City of Lake Worth administrative amendments to the Florida Building
55 Codes adopted” is hereby amended as follows (added words are underlined and deleted
56 words are ~~struck through~~):

57
58 **Sec. 9-2.1. - City of Lake Worth Beach administrative amendments to the Florida**
59 **Building Codes adopted.**

60 ~~The City of Lake Worth Administrative Amendments to the Florida Building Code,~~
61 ~~2014 2017 Edition, set out in Exhibit A attached hereto, are hereby adopted by reference~~
62 ~~and shall be in force and effect as if fully set out in this section.~~

63 The City of Lake Worth Beach hereby adopts the Florida Building Code, 2020 Edition,
64 with administrative amendments as set forth in **Exhibit A** of Ordinance 2020-19, which
65 shall be in full force and effect as if fully set out in this section.

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

71
72 Section 5. Repeal of Laws in Conflict. All ordinances or parts of ordinances in conflict
73 herewith are hereby repealed to the extent of such conflict.

74
75 Section 6. Codification. The sections of the ordinance may be made a part of the City
76 Code of Laws and ordinances and may be re-numbered or re-lettered to accomplish such,
77 and the word “ordinance” may be changed to “section”, “division”, or any other appropriate
78 word.

79
80 Section 7. Effective Date. This ordinance shall become effective on December 31, 2020
81 (consistent with the effective date of the 2020 Florida Building Code).

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

85
86 Mayor Pam Triolo
87 Vice Mayor Andy Amoroso

88 Commissioner Scott Maxwell
89 Commissioner Herman Robinson

90
91 The Mayor thereupon declared this ordinance duly passed on first reading on the
92 _____ day of _____, 2020.
93

94
95 The passage of this ordinance on second reading was moved by Commissioner
96 _____, seconded by Commissioner _____, and upon being put to a
97 vote, the vote was as follows:
98

99 Mayor Pam Triolo
100 Vice Mayor Andy Amoroso
101 Commissioner Scott Maxwell
102 Commissioner Herman Robinson

103
104 The Mayor thereupon declared this ordinance duly passed and enacted on the
105 _____ day of _____, 2020.
106

107
108 LAKE WORTH BEACH CITY COMMISSION

109
110
111 By: _____
112 Pam Triolo, Mayor

113 ATTEST:

114
115
116 _____
117 Deborah Andrea, CMC, City Clerk
118

119

Exhibit A

Florida Building Code, 2020 Edition
With City of Lake Worth Beach
Local Amendments

Chapter 1 Administration

Chapter 1

SCOPE AND ADMINISTRATION

PART 1—SCOPE AND APPLICATION

SECTION 101 GENERAL

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

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

Exception:

1. Detached one- and two-family *dwelling*s and multiple single-family *dwelling*s (*townhouses*) not more than three *stories* above *grade plane* in height with a separate *means of egress* and their accessory structures not more than three stories above grade plane in height, shall comply with the *Florida Building Code, Residential*.
2. Code Requirements that address snow loads and earthquake protection are pervasive; they are left in place but shall not be utilized or enforced because Florida has no snow load or earthquake threat.

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

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

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

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

101.3.2 Warranty and Liability. The permitting, plan review or inspection of any building, system or plan by this jurisdiction, under the requirements of this code, shall not be construed in any court as a warranty of the physical condition of such building, system or plan or their adequacy. This jurisdiction shall not be liable in tort for damages or hazardous or illegal condition or inadequacy in such building, system or plan, nor for any failure of any component of such, which may occur subsequent to such inspection or permitting. Further, no employee shall be liable in tort for damage from such conditions, in accordance with Section 768.28 Florida Statutes, as may be amended or replaced.

101.4 Referenced codes. The other codes listed in Sections 101.4.1 through ~~101.4.9~~ 101.4.11 and referenced elsewhere in this code shall be considered part of the requirements of this code to the prescribed extent of each such reference.

101.4.1 Gas. The provisions of the *Florida Building Code, Fuel Gas* shall apply to the installation of gas piping from the point of delivery, gas appliances and related accessories as covered in this code.

These requirements apply to gas piping systems extending from the point of delivery to the inlet connections of appliances and the installation and operation of residential and commercial gas appliances and related accessories.

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

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

101.4.4 Property maintenance. As provided in Section 2-75.6 of the City of Lake Worth Beach Code of Ordinances. ~~The provisions of the *International Property Maintenance Code* shall apply to existing structures and premises; equipment and facilities; light, ventilation, space heating, sanitation, life and fire safety hazards; responsibilities of owners, operators and occupants; and occupancy of existing premises and structures.~~

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

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

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

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

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

101.4.10 Electrical. The provisions of Chapter 27 of the Florida Building Code, Building Volume shall apply to the installation of electrical systems, including alterations, repairs, replacement, equipment, appliances, fixtures, fittings and appurtenances thereto.

101.4.11 Flood Damage Prevention. Provisions of Chapter 23, Article 7 of the City of Lake Worth Beach Code of Ordinances, shall be considered part of the requirement of this code relative to flood control.

101.5 Building Official. Whenever, the building official is mentioned in this code, it is also intended to mean the building official's designee, wherever applicable.

SECTION 102 APPLICABILITY

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

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

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

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

(h) Chickees constructed by the Miccosukee Tribe of Indians of Florida or the Seminole Tribe of Florida. As used in this paragraph, the term “chickee” means an open-sided wooden hut that has a thatched roof of palm or palmetto or other traditional materials, and that does not incorporate any electrical, plumbing, or other non-wood features.

(i) Family mausoleums not exceeding 250 square feet (23 m²) in area which are prefabricated and assembled on site or preassembled and delivered on site and have walls, roofs, and a floor constructed of granite, marble, or reinforced concrete.

(j) Temporary housing provided by the Department of Corrections to any prisoner in the state correctional system.

(k) A building or structure having less than 1,000 square feet (93 m²) which is constructed and owned by a natural person for hunting and which is repaired or reconstructed to the same dimension and condition as existed on January 1, 2011, if the building or structure:

1. Is not rented or leased or used as a principal residence;
2. Is not located within the 100-year floodplain according to the Federal Emergency Management Agency’s current Flood Insurance Rate Map; and
3. Is not connected to an off-site electric power or water supply.

(l) Service providers of water, sewer, storm, gas, cable, telephone, or other similar utility systems are exempt to the point of service connection for the building or structure.

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

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

1. The building or structure is structurally sound and in occupiable condition for its intended use;
2. The occupancy use classification for the building or structure is not changed as a result of the move;
3. The building is not substantially remodeled;
4. Current fire code requirements for ingress and egress are met;
5. Electrical, gas and plumbing systems meet the codes in force at the time of construction and are operational and safe for reconnection; and

6. Foundation plans are sealed by a professional engineer or architect licensed to practice in this state, if required by the *Florida Building Code*, Building for all residential buildings or structures of the same occupancy class.

7. The requirements of Florida Building Code, Existing Building Volume, are also satisfied.

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

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

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

1. At its own option, each enforcement district or local enforcement agency may adopt rules granting to the owner of a single-family residence one or more exemptions from the Florida Building Code relating to:

a. Addition, alteration, or repairs performed by the property owner upon his or her own property, provided any addition or alteration shall not exceed 1,000 square feet (93 m²) or the square footage of the primary structure, whichever is less.

b. Addition, alteration, or repairs by a non-owner within a specific cost limitation set by rule, provided the total cost shall not exceed \$5,000 within any 12-month period.

c. Building and inspection fees.

2. However, the exemptions under subparagraph 1 do not apply to single-family residences that are located in mapped flood hazard areas, as defined in the code, unless the enforcement district or local enforcement agency has determined that the work, which is otherwise exempt, does not constitute a substantial improvement, including the repair of substantial damage, of such single-family residences.

3. Each code exemption, as defined in sub-subparagraphs 1a, 1b, and 1c shall be certified to the local board 10 days prior to implementation and shall only be effective in the territorial jurisdiction of the enforcement district or local enforcement agency implementing it.

4. However, each enforcement district or local enforcement agency may establish an alternative permitting program for replacing nonstructural components of building systems in a residential dwelling unit. A licensed contractor performing such work for the resident shall also be exempt from individual permits and inspections if either the owner or the licensed contractor obtains a valid Annual Permit per Section 105.1.1 of this code and all such work is reported as required in Section 105.1.2 of this code for compliance evaluation. No added capacity, system expansion or new building work of any type shall be excluded from individual permit and inspection by this provision.

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

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

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

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

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

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

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

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

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

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

102.7 Relocation of manufactured buildings.

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

applicable.

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

PART 2—ADMINISTRATION AND ENFORCEMENT

SECTION 103 DEPARTMENT OF BUILDING SAFETY

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

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

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

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

103.4 Restrictions on employees. (Reserved).

SECTION 104 DUTIES AND POWERS OF THE BUILDING OFFICIAL

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

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

104.2.1 Determination of substantially improved or substantially damaged existing buildings and structures in flood hazard areas. For applications for reconstruction, rehabilitation, *repair*, *alteration*, *addition* or other improvement of existing buildings or structures located in *flood hazard areas*, the *building official* shall determine if the proposed work constitutes substantial improvement or *repair of substantial damage*. Where the *building official* determines that the proposed work constitutes

substantial improvement or repair of substantial damage, and where required by this code, the building official shall require the building to meet the requirements of Section 1612.

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

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

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

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

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

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

104.8.1 Legal defense. Any suit or criminal complaint instituted against an officer or employee or board member because of an act performed by that officer or employee or board member in the lawful discharge of duties and under the provisions of this code shall be defended by legal representatives of the jurisdiction until the final termination of the proceedings. The building official or any subordinate

shall not be liable for cost in any action, suit or proceeding that is instituted in pursuance of the provisions of this code.

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

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

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

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

104.11 Alternative materials, design and methods of construction and equipment. The provisions of this code are not intended to prevent the installation of any material or to prohibit any design or method of construction not specifically prescribed by this code, provided that any such alternative has been *approved*. An alternative material, design or method of construction shall be *approved* where the *building official* finds that the proposed design is satisfactory and complies with the intent of the provisions of this code, and that the material, method or work offered is, for the purpose intended, not less than the equivalent of that prescribed in this code in quality, strength, effectiveness, *fire resistance*, durability and safety. Where the alternative material, design or method of construction is not *approved*, the *building official* shall respond in writing, stating the reasons why the alternative was not *approved*.

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

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

104.12 Requirements not covered by code. Any requirements necessary for strength, stability or proper operation of an existing or proposed building, structure, electrical, gas, mechanical or plumbing system, or

for the public safety, health and general welfare, not specifically covered by this or other technical codes, shall be determined by the *building official*.

SECTION 105 PERMITS

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

105.1.1 Annual facility permit. In lieu of an individual *permit* for each *alteration* to an *existing* electrical, gas, mechanical or plumbing or interior nonstructural office system(s), the *building official* is authorized to issue an annual *permit* for any occupancy to facilitate routine or emergency service, repair, refurbishing, minor renovations of service systems or manufacturing equipment installations/relocations. The *building official* shall be notified of major changes and shall retain the right to make inspections at the facility site as deemed necessary. An annual facility permit shall be assessed with an annual fee and shall be valid for one year from date of issuance. A separate permit shall be obtained for each facility and for each construction trade, as applicable. The permit application shall contain a general description of the parameters of work intended to be performed during the year.

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

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

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

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

Building:

1. Building permits are not required for replacement or repair work having a value of less than \$1,000.00, providing, however, that such work will not adversely affect the structural integrity, fire rating, exit access or egress requirements.
2. Cabinets and countertops with no reconfiguration for 1&2 Family Dwellings if electric in area of work not to code must bring up to current code, painting, papering, carpeting, and similar finish work, with no electrical or plumbing work.
3. Temporary motion picture, television and theater sets and scenery.
4. Traditional swings and other standard playground equipment accessory to detached one and two-family dwellings, as determined by the building official, but they may be subject to Zoning permits.
5. Retractable awnings supported by an exterior wall and do not require additional support of Groups R-3 and U occupancies, but they may be subject to Zoning permits.
6. Non-fixed and movable fixtures, cases, racks, and counters not over 5 feet 9 inches (1753 mm) in height.
7. Fence repair/Replacement for previously permitted fence up to 16 ft sections excluding pool barriers.
8. Gutters and Downspouts; Single family/R-3 occupancy
9. Soffit and / or Fascia repair up to 25% of total.

Electrical:

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

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

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

Gas:

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

Mechanical:

1. Portable heating appliance.
2. Portable ventilation equipment.

3. Portable cooling unit.
4. Steam, hot or chilled water piping within any heating or cooling equipment regulated by this code.
5. Replacement of any part that does not alter its approval or make it unsafe.
6. Portable evaporative cooler.
7. Self-contained refrigeration system containing 10 pounds (5 kg) or less of refrigerant and actuated by motors of 1 horsepower (746 W) or less.
8. The installation, replacement, removal or metering of any electrical load management control device where installed by a utility service provider.

Plumbing:

1. The stopping of leaks in drains, water, soil, waste or vent pipe, provided, however, that if any concealed trap, drain pipe, water, soil, waste or vent pipe becomes defective and it becomes necessary to remove and replace the same with new material, such work shall be considered as new work and a *permit* shall be obtained and inspection made as provided in this code.
2. The clearing of stoppages or the repairing of leaks in pipes, valves or fixtures and the removal and reinstallation of water closets, provided such repairs do not involve or require the replacement or rearrangement of valves, pipes or fixtures.
3. The replacement of common household plumbing fixtures to existing supply lines and outlets in 1&2 Family Dwellings. This does not include water heaters, bathtubs and showers.

105.2.1 Emergency repairs. Where equipment replacements and repairs must be performed in an emergency situation, the *permit* application shall be submitted within the next working business day to the *building official*. Notification shall be given to the building official, including the work address, nature of emergency, and scope of work immediately, or by the next business day.

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

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

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

Permit application forms shall be in the format prescribed by a local administrative board, if applicable,

and must comply with the requirements of Section 713.135(5) and (6), *Florida Statutes*.

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

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

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

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

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

1. Plumbing documents for any new building or addition which requires a plumbing system with more than 250 fixture units or which costs more than \$125,000.
2. Fire sprinkler documents for any new building or addition which includes a fire sprinkler system which contains 50 or more sprinkler heads. Personnel as authorized by chapter 633 *Florida Statutes*, may design a fire sprinkler system of 49 or fewer heads and may design the alteration of an existing fire sprinkler system if the alteration consists of the relocation, addition or deletion of not more than 49 heads, notwithstanding the size of the existing fire sprinkler system.
3. Heating, ventilation, and air-conditioning documents for any new building or addition which requires more than a 15-ton-per-system capacity which is designed to accommodate 100 or more

persons or for which the system costs more than \$125,000. This paragraph does not include any document for the replacement or repair of an existing system in which the work does not require altering a structural part of the building or for work on a residential one, two, three or four-family structure.

An air-conditioning system may be designed by an installing air-conditioning contractor certified under Chapter 489, *Florida Statutes*, to serve any building or addition which is designed to accommodate fewer than 100 persons and requires an air-conditioning system with a value of \$125,000 or less; and when a 15-ton-per system or less is designed for a singular space of a building and each 15-ton system or less has an independent duct system. Systems not complying with the above require design documents that are to be sealed by a professional engineer.

Example 1: When a space has two 10-ton systems with each having an independent duct system, the contractor may design these two systems since each unit (system) is less than 15 tons.

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

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

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

5. Electrical documents. See Florida Statutes 471.003(2)(h). Any electrical or plumbing or air-conditioning and refrigeration system meeting the following thresholds are required to be designed by a Florida Registered Engineer. Any system that:

1. Requires an electrical or plumbing or air-conditioning and refrigeration system with a value greater than \$125,000; and

2.a. Requires an aggregate service capacity of greater than 600 amperes (240 volts) on a residential electrical system or greater than 800 amperes (240 volts) on a commercial or industrial electrical system;

b. Requires a plumbing system with more than 250 fixture units; or

c. Requires a heating, ventilation, and air-conditioning system which exceeds a 15-ton-per-system capacity, or if the project is designed to accommodate more than 100 persons.

Documents requiring an engineer seal by this part shall not be valid unless a professional engineer who possesses a valid certificate of registration has signed, dated, and stamped such document as provided in Section 471.025, *Florida Statutes*.

6. All public swimming pools and public bathing places defined by and regulated under Chapter 514, Florida Statutes.

105.3.2 Time limitation of application. An application for a *permit* for any proposed work shall be deemed to have been abandoned, becoming null and void 180 days after the date of filing, or for any 180 day period of abandonment or suspension during the application process, unless such application has been pursued in good faith or a *permit* has been issued; except that the *building official* is authorized to grant one or more extensions of time for additional periods not exceeding 90 days each. The extension shall be requested in writing prior to the abandonment date, and with justifiable cause demonstrated. Abandoned applications shall be subject to destruction in accordance with state law. The fee for renewal, re-issuance, and extension of a permit application shall be set forth by the administrative authority. There may be fees or requirements from other government agencies for permit application extensions and renewals.

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

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

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

105.3.6 Asbestos removal contractor exemption. Refer to Section 105.9 for additional requirements. A licensed asbestos removal contractor is not required when moving, removal or disposal of asbestos-containing materials on a residential building where the owner occupies the building, the building is not for sale or lease, and the work is performed according to the owner-builder limitations provided in this paragraph. To qualify for exemption under this paragraph, an owner must personally appear and sign the building permit application. The permitting agency shall provide the person with a disclosure statement in substantially the following form:

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

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

105.3.8 Public right of way. A permit shall not be given by the *building official* for the construction of any building, or for the alteration of any building where said building is to be changed and such change will affect the exterior walls, bays, balconies, or other appendages or projections fronting on any street, alley or public lane, or for the placing on any lot or premises of any building or structure removed from another lot or premises, unless the applicant has received a right of way permit from the authority having jurisdiction over the street, alley or public lane.

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

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

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

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

105.4.1.3 Work shall be considered to be in active progress when the permit has received an approved inspection within 180 days. This provision shall not be applicable in case of civil commotion or strike or when the building work is halted due directly to judicial injunction, order or similar process, or due to action by an environmental or archeological agency having jurisdiction. The building official is authorized to grant, in writing, one or more extensions of time, for periods not more than 3 months each. The extension shall be requested in writing and justifiable cause demonstrated, prior to expiration.

105.4.1.4 The fee for renewal, reissuance and extension of a permit shall be set forth by the administrative authority. There may be fees or requirements from other government agencies for permit extensions and renewals.

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

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

Pursuant to Section 553.79(16), Florida Statutes, a local enforcement agency may not deny issuance of a building permit to a contractor solely because the contractor is listed on other building permits that were not closed.

105.6.1 Misrepresentation of application. The building official may revoke a permit or approval, issued under the provisions of this code, when there has been any false statement or misrepresentation as to the material fact in the application or plans on which the permit or approval was based.

105.6.2 Violation of code provisions. The building official may require correction or revoke the permit upon determination by the building official that the construction, erection, alteration, repair, moving, demolition, installation, or replacement of the building, structure, electrical, gas, mechanical or plumbing systems for which the permit was issued is in violation of, or not in conformity with, the provisions of this code.

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

105.8 Notice of commencement. In accordance with Section 713.135, *Florida Statutes*, when any person applies for a building permit, the authority issuing such permit shall print on the face of each permit card in no less than 14-point, capitalized, boldfaced type: "WARNING TO OWNER: YOUR FAILURE TO RECORD A NOTICE OF COMMENCEMENT MAY RESULT IN YOUR PAYING TWICE FOR

IMPROVEMENTS TO YOUR PROPERTY. A NOTICE OF COMMENCEMENT MUST BE RECORDED AND POSTED ON THE JOB SITE BEFORE THE FIRST INSPECTION. IF YOU INTEND TO OBTAIN FINANCING, CONSULT WITH YOUR LENDER OR AN ATTORNEY BEFORE RECORDING YOUR NOTICE OF COMMENCEMENT.”

105.9 Asbestos. The enforcing agency shall require each building permit for the demolition or renovation of an existing structure to contain an asbestos notification statement which indicates the owner’s or operator’s responsibility to comply with the provisions of Section 469.003, *Florida Statutes*, and to notify the Department of Environmental Protection of his or her intentions to remove asbestos, when applicable, in accordance with state and federal law. Refer to Section 105.3.6 “Asbestos Removal Contractor Exemption” of this code for additional requirements.

105.10 Certificate of protective treatment for prevention of termites. A weather-resistant job-site posting board shall be provided to receive duplicate treatment certificates as each required protective treatment is completed, providing a copy for the person the permit is issued to and another copy for the building permit files. The treatment certificate shall provide the product used, identity of the applicator, time and date of the treatment, site location, area treated, chemical used, percent concentration and number of gallons used, to establish a verifiable record of protective treatment. If the soil chemical barrier method for termite prevention is used, final exterior treatment shall be completed prior to final building approval. For a bait system, see Section 1816.1.7 of the Florida Building Code for contract document requirements.

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

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

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

105.14 Permit issued on basis of an affidavit. The building official may accept a sworn affidavit from a registered architect or engineer stating that the plans submitted conform to the technical codes. For buildings and structures, the affidavit shall state that the plans conform to the laws as to egress, type of construction and general arrangement and, if accompanied by drawings, show the structural design and that the plans and design conform to the requirements of the technical codes as to strength, stresses, strains, loads and stability. Whenever a permit is issued in reliance upon an affidavit or whenever the work to be covered by a permit involves installation under conditions which, in the opinion of the *building official*, are hazardous or complex, the *building official* shall require that the architect or engineer who signed the affidavit or prepared the drawings or computations shall supervise such work. In addition, they shall be responsible for conformity to the permit, provide copies of inspection reports as inspections are performed, and upon completion make and file with the *building official* written affidavit that the work has been done in conformity to the reviewed plans and with the structural provisions of the technical codes. In the event such architect or engineer is not available, the owner shall employ in his stead a competent person or agency

whose qualifications are reviewed by the *building official*. The *building official* shall ensure that any person conducting plans review is qualified as a plans examiner under Part XII of Chapter 468, *Florida Statutes*, and that any person conducting inspections is qualified as a building inspector under Part III of Chapter 468, *Florida Statutes*. Nothing aforesaid shall preclude plan review or inspections by the building official (See also Section 107.6).

Exception: Permit issued on basis of an affidavit shall not extend to the flood load and flood resistance requirements of the *Florida Building Code*.

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

Exception: Single family residential structures permitted subject to the *Florida Building Code* are not required to comply with this section.

105.16 Inspection of existing residential building not impacted by construction.

(a) A local enforcing agency, and any local building code administrator, inspector, or other official or entity, may not require as a condition of issuance of a one- or two-family residential building permit the inspection of any portion of a building, structure, or real property that is not directly impacted by the construction, erection, alteration, modification, repair, or demolition of the building, structure, or real property for which the permit is sought.

(b) This subsection does not apply to a building permit sought for:

1. A substantial improvement as defined in Section 161.54, *Florida Statutes* or as defined in the *Florida Building Code*.
2. A change of occupancy as defined in the *Florida Building Code*.
3. A conversion from residential to nonresidential or mixed use pursuant to Section 553.507(2)(a), *Florida Statutes* or as defined in the *Florida Building Code*.
4. A historic building as defined in the *Florida Building Code*.

(c) This subsection does not prohibit a local enforcing agency, or any local building code administrator, inspector, or other official or entity, from:

1. Citing any violation inadvertently observed in plain view during the ordinary course of an inspection conducted in accordance with the prohibition in paragraph (a).
2. Inspecting a physically nonadjacent portion of a building, structure, or real property that is directly impacted by the construction, erection, alteration, modification, repair, or demolition of the building, structure, or real property for which the permit is sought in accordance with the prohibition in paragraph (a).
3. Inspecting any portion of a building, structure, or real property for which the owner or other person

having control of the building, structure, or real property has voluntarily consented to the inspection of that portion of the building, structure, or real property in accordance with the prohibition in paragraph (a).

4. Inspecting any portion of a building, structure, or real property pursuant to an inspection warrant issued in accordance with Sections 933.20-933.30, *Florida Statutes*.

105.17 Streamlined low-voltage alarm system installation permitting.

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

(a) "Contractor" means a person who is qualified to engage in the business of electrical or alarm system contracting pursuant to a certificate or registration issued by the department under part II of chapter 489, *Florida Statutes*.

(b) "Low-voltage alarm system project" means a project related to the installation, maintenance, inspection, replacement, or service of a new or existing alarm system, as defined in Section 489.505, *Florida Statutes*, that is hardwired and operating at low voltage, as defined in the National Electrical Code Standard 70, and ancillary components or equipment attached to such a system, including, but not limited to, home-automation equipment, thermostats, and video cameras.

(c) "Wireless alarm system" means a burglar alarm system or smoke detector that is not hardwired.

(2) Notwithstanding any provision of this Code, this section applies to all low-voltage alarm system projects for which a permit is required by a local enforcement agency. However, a permit is not required to install, maintain, inspect, replace, or service a wireless alarm system, including any ancillary components or equipment attached to the system.

(3) This section does not apply to the installation or replacement of a fire alarm if a plan review is required.

(4) A local enforcement agency shall make uniform basic permit labels available for purchase by a contractor to be used for the installation or replacement of a new or existing alarm system at a cost as indicated in Section 553.793, *Florida Statutes*. The local enforcement agency may not require the payment of any additional fees, charges, or expenses associated with the installation or replacement of a new or existing alarm.

(a) A local enforcement agency may not require a contractor, as a condition of purchasing a label, to submit information other than identification information of the licensee and proof of registration or certification as a contractor.

(b) A label is valid for 1 year after the date of purchase and may only be used within the jurisdiction of the local enforcement agency that issued the label. A contractor may purchase labels in bulk for one or more unspecified current or future projects.

(5) A contractor shall post an unused uniform basic permit label in a conspicuous place on the premises of the low-voltage alarm system project site before commencing work on the project.

(6) A contractor is not required to notify the local enforcement agency before commencing work on a low-voltage alarm system project. However, a contractor must submit a Uniform Notice of a Low-Voltage Alarm System Project as provided under subsection (7) to the local enforcement agency within 14 days after completing the project. A local enforcement agency may take disciplinary action against

a contractor who fails to timely submit a Uniform Notice of a Low-Voltage Alarm System Project.

(7) The Uniform Notice of a Low-Voltage Alarm System Project may be submitted electronically or by facsimile if all submissions are signed by the owner, tenant, contractor, or authorized representative of such persons. The Uniform Notice of a Low-Voltage Alarm System Project shall be in the format prescribed by the local enforcement agency and must comply with the requirements of Section 553.793(7), *Florida Statutes*.

(8) A local enforcement agency may coordinate directly with the owner or customer to inspect a low-voltage alarm system project may be inspected by the local enforcement agency to ensure compliance with applicable codes and standards. If a low-voltage alarm system project fails an inspection, the contractor must take corrective action as necessary to pass inspection.

(9) A municipality, county, district, or other entity of local government may not adopt or maintain in effect any ordinance or rule regarding a low-voltage alarm system project that is inconsistent with this section.

(10) A uniform basic permit label shall not be required for the subsequent maintenance, inspection, or service of an alarm system that was permitted in accordance with this section.

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

SECTION 106 FLOOR AND ROOF DESIGN LOADS

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

106.2 Issuance of certificate of occupancy. A certificate of occupancy required by Section 111 shall not be issued until the floor load signs, required by Section 106.1, have been installed.

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

SECTION 107 SUBMITTAL DOCUMENTS

107.1 General. Submittal documents consisting of *construction documents*, statement of *special inspections*, geotechnical report and other data shall be submitted in two or more sets with each *permit application*. The *construction documents* shall be prepared by a *registered design professional* where required by Chapter 471, Florida Statutes & 61G15 Florida Administrative Code or Chapter 481, Florida Statutes & 61G1 Florida Administrative Code. Where special conditions exist, the *building official* is authorized to require additional *construction documents* to be prepared by a *registered design professional*. Electronic media documents shall be submitted when required by the building official, in a format acceptable to the building official, and may require only one set of submittals.

Exception: The *building official* is authorized to waive the submission of *construction documents* and

other data not required to be prepared by a *registered design professional* if it is found that the nature of the work applied for is such that review of *construction documents* is not necessary to obtain compliance with this code.

If the design professional is an architect, interior designer, or engineer legally registered under the laws of this state regulating the practice of architecture or interior design as provided for in Chapter 481, Florida Statutes, Part I, or landscape architecture as provided for in Chapter 481, Florida Statutes, Part II, or engineering as provided for in Chapter 471, Florida Statutes, then he or she shall affix his or her official seal to said drawings, specifications and accompanying data, as required by Florida Statute.

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

107.2.1 Information on construction documents.

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

107.2.1.1 For roof assemblies required by the code, the construction documents shall illustrate, describe and delineate the type of roofing system, materials, fastening requirements, flashing requirements and wind resistance rating that are required to be installed. Product evaluation and installation shall indicate compliance with the wind criteria required for the specific site or a statement by an architect or engineer certifying suitability for the specific site must be submitted with the construction documents.

107.2.1.2 Additional data. The building official may require details, computations, stress diagrams, and other data necessary to describe the construction or installation and the basis of calculations. All drawings, specifications and accompanying data required by the building official to be prepared by an architect or engineer shall be affixed with their official seal, signature and date as state law requires.

107.2.1.3 Quality of building plans. Building plans shall be drawn to a minimum 1/8 inch scale upon substantial paper, cloth or other acceptable medium. The building official may establish, through Departmental policy, other standards for plans and specifications, including electronic format, in order to provide conformity to its electronic permit review and record retention program. This policy may include such things as minimum size, shape, contrast, clarity, or other items related to records management. Electronic media must be compatible with the archive requirements of Florida Statutes.

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

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

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

The *construction documents* shall include manufacturer's installation instructions that provide supporting documentation that the proposed penetration and opening details described in the *construction documents* maintain the weather resistance of the *exterior wall envelope*. The supporting documentation shall fully describe the *exterior wall system* which was tested, where applicable, as well as the test procedure used.

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

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

~~[A]~~ **107.2.6.1 Design flood elevations.** Where *design flood* elevations are not specified, they shall be established in accordance with Section 1612.3.1. *Design flood elevations shall be uniformly specified utilizing the currently effective NAVD 88.*

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

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

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

Exceptions:

1. Building plans approved pursuant to Section 553.77(5), *Florida Statutes*, and state-approved manufactured buildings are exempt from local codes enforcing agency plan reviews except for provisions of the code relating to erection, assembly or construction at the site. Erection, assembly and construction at the site are subject to local permitting and inspections. Photocopies of plans approved according to FAC 61-41.009, Florida Administrative Code, shall be sufficient for local permit application documents of record for the modular building portion of the permitted project.

2. Industrial construction on sites where design, construction and fire safety are supervised by appropriately licensed design and inspection professionals and which contain adequate in-house fire departments and rescue squads is exempt, subject to approval by the *building official*, from review of plans and inspections, providing the appropriate licensed design and inspection professionals certify that applicable codes and standards have been met and supply appropriate approved drawings to local building and fire-safety inspectors.

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

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

107.3.3 Phased approval. The *building official* is authorized to issue a *permit* for the construction of foundations or any other part of a building or structure before the *construction documents* for the whole building or structure have been submitted, provided that adequate information and detailed statements have been filed complying with pertinent requirements of this code. The holder of such *permit* for the foundation or other parts of a building or structure shall proceed at the holder’s own risk with the building operation and without assurance that a *permit* for the entire structure will be granted.

107.3.4 Design professional in responsible charge. Where it is required that documents be prepared by a registered design professional, the building official shall be authorized to require the owner or the owner’s authorized agent to engage and designate on the building permit application a registered design professional who shall act as the registered design professional in responsible charge. If the circumstances require, the owner or the owner’s authorized agent shall designate a substitute registered design professional in responsible charge who shall perform the duties required of the original registered design professional in responsible charge. The building official shall be notified in writing by the owner or the owner’s authorized agent if the registered design professional in responsible charge is changed or is unable to continue to perform the duties.

The registered design professional in responsible charge shall be responsible for reviewing and coordinating submittal documents prepared by others, including phased and deferred submittal items, for compatibility with the design of the building. Those products which are regulated by FAC Rule 61G20 shall be reviewed and approved in writing by the designer of record prior to submittal for jurisdictional approval.

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

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

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

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

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

Commercial Buildings:

Building

1. Site requirements:

Parking

Fire access

Vehicle loading

Driving/turning radius

Fire hydrant/water supply/post indicator valve (PIV)

Set back/separation (assumed property lines)

Location of specific tanks, water lines and sewer lines

Flood hazard areas, flood zones, and design flood elevations

2. Occupancy group and special occupancy requirements shall be determined (with cross check with the energy code submittal).

3. Minimum type of construction shall be determined (see Table 503).

4. Fire-resistant construction requirements shall include the following components:

Fire-resistant separations

Fire-resistant protection for type of construction

Protection of openings and penetrations of rated walls

Fire blocking and draftstopping and calculated fire resistance

5. Fire suppression systems shall include:

Early warning smoke evacuation systems

Schematic fire sprinklers
Standpipes
Pre-engineered systems
Riser diagram
~~Same as above.~~

6. Life safety systems shall be determined and shall include the following requirements:

Occupant load and egress capacities
Early warning
Smoke control
Stair pressurization
Systems schematic

7. Occupancy load/egress requirements shall include:

Occupancy load
Gross
Net
Means of egress
Exit access
Exit
Exit discharge
Stairs construction/geometry and protection
Doors
Emergency lighting and exit signs
Specific occupancy requirements
Construction requirements
Horizontal exits/exit passageways

8. Structural requirements shall include:

Soil conditions/analysis
Termite protection
Design loads
Wind requirements
Building envelope
Impact resistant coverings or systems
Structural calculations (if required)
Foundation
Flood requirements in accordance with Section 1612, including lowest floor elevations, enclosures, flood damage-resistant materials
Wall systems
Floor systems
Roof systems
Threshold inspection plan
Stair systems

9. Materials shall be reviewed and shall at a minimum include the following:

Wood
Steel
Aluminum
Concrete
Plastic

Glass
Masonry
Gypsum board and plaster
Insulating (mechanical)
Roofing
Deck coatings
Insulation
Building envelope portions of the Energy Code (including calculation and mandatory requirements)

10. Accessibility requirements shall include the following:

Site requirements
Accessible route
Vertical accessibility
Toilet and bathing facilities
Drinking fountains
Equipment
Special occupancy requirements
Fair housing requirements

11. Interior requirements shall include the following:

Interior finishes (flame spread/smoke development)
Light and ventilation
(including corresponding portion of the energy code)
Sanitation

12. Special systems:

Elevators
Escalators
Lifts

13. Swimming pools:

Barrier requirements
Spas
Wading pools

14. Location and installation details. The specific location and installation details of each fire door, fire damper, ceiling damper and smoke damper shall be shown and properly identified on the building plans by the designer.

Electrical

1. Electrical:

Wiring
Services
Feeders and branch circuits
Overcurrent protection
Grounding
Wiring methods and materials
GFCIs

Electrical portions of the Energy Code (including calculation and mandatory requirements)

2. Equipment

3. Special occupancies
4. Emergency systems
5. Communication systems
6. Low voltage
7. Load calculations
8. Design flood elevation

Plumbing

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

Mechanical

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

Gas

1. Gas piping
2. Venting
3. Combustion air
4. Chimneys and vents

5. Appliances
6. Type of gas
7. Fireplaces
8. LP tank location
9. Riser diagram/shutoffs
10. Design flood elevation
11. Gas portions of the Energy Code (including calculation and mandatory requirements)

Demolition

1. Asbestos removal

Residential (one- and two-family):

1. Site requirements:
 - Set back/separation (assumed property lines)
 - Location of septic tanks
2. Fire-resistant construction (if required)
3. Fire
4. Smoke detector locations
5. Egress
 - Egress window size and location stairs construction requirements
6. Structural requirements shall include:
 - Wall section from foundation through roof, including assembly and materials, connector tables, wind requirements, and structural calculations (if required)
 - Termite protection
 - Design loads
 - Wind requirements
 - Building envelope
 - Foundation
 - Wall systems
 - Floor systems
 - Roof systems

Flood hazard areas, flood zones, design flood elevations, lowest floor elevations, enclosures, equipment, and flood damage-resistant materials

7. Accessibility requirements: show/identify accessible bath
8. Impact resistant coverings or systems
9. Residential Energy Code submittal (including calculation and mandatory requirements)
10. Electrical:
 - Electric service riser with wire sizes, conduit detail and grounding detail
 - Complete load calculations, Panel schedules
11. Mechanical:
 - Equipment and location, Duct systems
12. Plumbing:
 - Plumbing riser
13. Gas:
 - Gas piping
 - Venting
 - Combustion air
 - Chimneys and vents

- Appliances
- Type of gas
- Fireplaces
- LP tank location
- Riser diagram/shutoffs
- 14. Swimming Pools
 - Barrier requirements
 - Spas
 - Wading pools

Manufactured buildings/housing -

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

Exemptions.

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

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

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

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

107.6 Affidavits. The *building official* may accept a sworn affidavit from a registered architect or engineer stating that the plans submitted conform to the technical codes. For buildings and structures, the affidavit

shall state that the plans conform to the laws as to egress, type of construction and general arrangement and, if accompanied by drawings, show the structural design and that the plans and design conform to the requirements of the technical codes as to strength, stresses, strains, loads and stability. The *building official* may without any examination or inspection accept such affidavit, provided the architect or engineer who made such affidavit agrees to submit to the *building official* copies of inspection reports as inspections are performed and upon completion of the structure, electrical, gas, mechanical or plumbing systems a certification that the structure, electrical, gas, mechanical or plumbing system has been erected in accordance with the requirements of the technical codes. Where the *building official* relies upon such affidavit, the architect or engineer shall assume full responsibility for compliance with all provisions of the technical codes and other pertinent laws or ordinances. The *building official* shall ensure that any person conducting plans review is qualified as a plans examiner under Part XII of Chapter 468, *Florida Statutes*, and that any person conducting inspections is qualified as a building inspector under Part XII of Chapter 468, *Florida Statutes*. Nothing aforesaid shall preclude plan review or inspections by the building official (See also Section 105.14). On applications in which private provider services are utilized, all time frames shall adhere to time frames as indicated in Florida Statutes 553.791 7(a).

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

SECTION 108 TEMPORARY STRUCTURES AND USES

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

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

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

108.4 Termination of approval. The *building official* is authorized to terminate such *permit* for a temporary structure or use and to order the temporary structure to be removed or use to be discontinued.

SECTION 109 FEES

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

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

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

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

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

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

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

109.6 Refunds. The building official is authorized to establish and publish a refund policy through local ordinance.

SECTION 110 INSPECTIONS

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

Approval as a result of an inspection shall not be construed to be an approval of a violation of the provisions of this code or of other ordinances of the jurisdiction. Inspections presuming to give authority to violate or cancel the provisions of this code or of other ordinances of the jurisdiction shall not be valid. It shall be the duty of the *owner* or the *owner's* authorized agent to cause the work to remain ~~accessible~~ exposed and ~~exposed~~ provided with access for inspection purposes. The building official shall be permitted to require a boundary line survey prepared by a qualified surveyor whenever the boundary lines cannot be readily

determined in the field. Neither the *building official* nor the jurisdiction shall be liable for expense entailed in the removal or replacement of any material required to allow inspection.

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

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

The building official may require the owner to employ an inspection service in the following instances:

1. For buildings or additions of Type I construction;
2. For all major structural alterations;
3. Where the concrete design is based on compressive strength in excess of 3000 pounds per square inch;
4. For pile driving;
5. For buildings with an area greater than 20,000 square feet;
6. For buildings more than two stories in height; or
7. For buildings and structures of unusual design or methods of construction.

Such inspectors shall be present when work is underway on the structural elements of the building to adequately attest to its compliance. Such inspectors shall be a registered architect, or engineer. An employee of the architect or engineer licensed under Chapter 468, Part XII, Florida Statutes, may perform the inspections, under the direction of and with final certification from the architect or engineer. Such inspectors shall submit weekly progress reports including the daily inspections to the building official, and including a code compliance opinion of the resident inspector. At the completion of the construction work or project, the architect or engineer shall submit a certificate of compliance to the building official, stating that the work was done in compliance with this code and in accordance with the permitted drawing. Final inspection shall be made by the building official before a Certificate of Occupancy or Certificate of Completion is issued; and confirmation inspections may be made at any time to monitor activities and resident inspectors.

110.1.3 Affidavit for inspection. With specific prior approval of, and in a format acceptable to the building official, an affidavit for certification of inspection may be accepted from the permit qualifier; when accompanied by extensive photographic evidence of sufficient detail to demonstrate code compliance. The photographic evidence shall be comprehensive in the display of the installation and/or construction and job location identifiers. The affidavit and accompanying photographs shall be provided to the inspector onsite, at the next scheduled inspection. If the photographs are found to be insufficient by the building official to demonstrate compliance with this code and/or the permitted document, or clearly display location identifiers, or are missing, the inspector shall require the contractor to obtain the services of a registered Florida professional engineer to inspect and certify the installation and/or

construction.

110.1.3.1 Exception: Affidavits may not be accepted for inspection of elements of construction which require inspection by the local jurisdiction under the requirements of Title 44, Code of Federal Regulations, Parts 59 and 60, and the local flood damage prevention ordinance.

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

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

Building

1. Foundation inspection. To be made after trenches are excavated, any required reinforcing steel is in place, forms erected and shall at a minimum include the following building components:

- Stem-wall
- Monolithic slab-on-grade
- Piling/pile caps
- Footers/grade beams

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

A foundation/Form board survey prepared and certified by a registered surveyor may be required, prior to approval of the slab inspection. The survey shall certify placement of the building on the site, illustrate all surrounding setback dimensions and shall be available at the job site for review by the building inspector. In lieu of providing a survey, the contractor may elect to uncover all property line markers and string-up all property lines in preparation for inspection.

1.2. In flood hazard areas, upon placement of the lowest floor, including basement, and prior to further vertical construction, the elevation certification shall be submitted to the Authority having Jurisdiction.

2. Framing inspection. To be made after the roof, all framing, fire blocking and bracing is in place, all concealing wiring, all pipes, chimneys, ducts and vents are complete and the rough electrical, plumbing, heating wires, pipes and ducts are approved and shall at a minimum include the following building components:

- Window/door framing
- Window U-factor/SHGC as indicated on approved calculations
- Vertical cells/columns
- Lintel/tie beams
- Framing/trusses/bracing/connectors (including truss layout and engineered drawings)
- Draft stopping/fire blocking
- Curtain wall framing
- Energy insulation (Insulation R-factor as indicated on approved calculations)
- Accessibility.
- Verify rough opening dimensions are within tolerances.
- Window/door buck attachment

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

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

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

- Roof sheathing
- Wall sheathing
- Continuous air barrier
- Exterior Siding/Cladding
- Sheathing fasteners
- Roof/wall dry-in.

NOTE: Sheathing fasteners installed and found to be missing the structural member (shiners) shall be removed and properly reinstalled prior to installation of the dry-in material. **Exception:** ring shank nails shall be bent over and a new fastener installed.

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

- Exterior wall coverings and veneers
- Soffit coverings

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

·Dry-in

·Insulation

·Roof coverings (including In Progress as necessary)

-Insulation on roof deck (according to submitted energy calculation)

·Flashing

- Sheathing

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

6. Final inspection. To be made after the building, including all sub-trade inspections, is completed and ready for occupancy.

6.1. In flood hazard areas, as part of the final inspection, a final certification of the lowest floor elevation shall be submitted to the authority having jurisdiction.

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

1. Steel reinforcement inspection

2. Underground electric inspection.

3. Underground piping inspection including a pressure test.

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

5. Underground piping inspection under deck area.

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

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

8. Final pool piping.

9. Final Electrical inspection.

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

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

8. Demolition inspections. First inspection to be made after all utility connections have been disconnected and secured in such manner that no unsafe or unsanitary conditions shall exist during or after demolition operations.

Final inspection to be made after all demolition work is completed.

9. Manufactured building inspections. The building department shall inspect construction of foundations; connecting buildings to foundations; installation of parts identified on plans as site installed items, joining the modules, including utility crossovers; utility connections from the building to utility lines on site; and any other work done on site which requires compliance with the *Florida Building Code*. Additional inspections may be required for public educational facilities (see Section 453.27.20 of this code).

10. Where impact resistant coverings or impact resistant systems are installed, the *building official* shall schedule adequate inspections of impact resistant coverings or impact resistant systems to determine the following:

The system indicated on the plans was installed.

The system is installed in accordance with the manufacturer's installation instructions and the product approval.

Electrical

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

Plumbing

1. Underground inspection. To be made after trenches or ditches are excavated, piping installed, and before any backfill is put in place.

2. Rough-in inspection. To be made after the roof, framing, fireblocking and bracing is in place and all soil, waste and vent piping is complete, and prior to this installation of wall or ceiling membranes.

-includes plumbing provisions of the energy code and approved calculations provisions.

3. Final inspection. To be made after the building plumbing system is complete, all plumbing fixtures are in place and properly connected, and the structure is ready for occupancy.

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

Mechanical

1. Underground inspection. To be made after trenches or ditches are excavated, underground duct and fuel piping installed, and before any backfill is put in place.

2. Rough-in inspection. To be made after the roof, framing, fire blocking and bracing are in place and all ducting, and other concealed components are complete, and prior to the installation of wall or ceiling membranes.

-includes mechanical provisions of the energy code and approved calculations provisions.

3. Final inspection. To be made after the building mechanical system is complete, the mechanical system is in place and properly connected, and the structure is ready for occupancy.

Gas

1. Rough piping inspection. To be made after all new piping authorized by the permit has been installed, and before any such piping has been covered or concealed or any fixtures or gas appliances have been connected.

-includes gas provisions of the energy code and approved calculations provisions.

2. Final piping inspection. To be made after all piping authorized by the permit has been installed and after all portions which are to be concealed by plastering or otherwise have been so concealed, and before any fixtures or gas appliances have been connected. This inspection shall include a pressure test.

3. Final inspection. To be made on all new gas work authorized by the permit and such portions of existing systems as may be affected by new work or any changes, to ensure compliance with all the requirements of this code and to assure that the installation and construction of the gas system is in accordance with reviewed plans.

Site Debris

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

2. All debris shall be kept in such a manner as to prevent it from being spread by any means.

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

110.3.2 Concrete slab and under-floor inspection.

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

110.3.3 Lowest floor elevation. In flood hazard areas, upon placement of the lowest floor, including the basement, and prior to further vertical construction, the elevation certification shall be submitted to the building official.

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

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

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

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

[A] 110.3.7 Fire- and smoke-resistant penetrations.

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

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

[A] 110.3.9 Other inspections. In addition to the inspections specified in Sections 110.3 through 110.3.7, the *building official* is authorized to make or require other inspections of any construction work to ascertain compliance with the provisions of this code and other laws that are enforced by the department of building safety.

110.3.10 Special inspections. Reserved.

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

110.3.11.1 Flood hazard documentation. If located in a *flood hazard area*, shall be submitted to the *building official* prior to the final inspection.

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

110.3.12 Termites. Building components and building surroundings required to be protected from termite damage in accordance with Section 1503.7, Section 2304.13 or Section 2304.11.6, specifically required to be inspected for termites in accordance with Section 2114, or required to have chemical soil treatment in accordance with Section 1816 shall not be covered or concealed until the release from the *building official* has been received.

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

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

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

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

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

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

110.8 Threshold building.

110.8.1 During new construction or during repair or restoration projects in which the structural system or structural loading of a building is being modified, the enforcing agency shall require a special inspector to perform structural inspections on a threshold building pursuant to a structural inspection plan prepared by the engineer or architect of record. The structural inspection plan must be submitted

to the enforcing agency prior to the issuance of a building permit for the construction of a threshold building. The purpose of the structural inspection plans is to provide specific inspection procedures and schedules so that the building can be adequately inspected for compliance with the permitted documents. The special inspector may not serve as a surrogate in carrying out the responsibilities of the building official, the architect, or the engineer of record. The contractor's contractual or statutory obligations are not relieved by any action of the special inspector.

~~**110.8.1** The enforcing agency shall require a special inspector to perform structural inspections on a threshold building pursuant to a structural inspection plan prepared by the engineer or architect of record. The structural inspection plan must be submitted to the enforcing agency prior to the issuance of a building permit for the construction of a threshold building. The purpose of the structural inspection plans is to provide specific inspection procedures and schedules so that the building can be adequately inspected for compliance with the permitted documents. The special inspector may not serve as a surrogate in carrying out the responsibilities of the *building official*, the architect, or the engineer of record. The contractor's contractual or statutory obligations are not relieved by any action of the special inspector.~~

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

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

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

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

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

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

110.8.4.4 All plans for the building which are required to be signed and sealed by the architect or engineer of record contain a statement that, to the best of the architect's or engineer's knowledge, the plans and specifications comply with the applicable minimum building codes and the applicable

fire-safety standards as determined by the local authority in accordance with this Section and Chapter 633, *Florida Statutes*.

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

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

110.9 Impact of construction. All construction activity regulated by this code shall be performed in a manner so as not to adversely impact the condition of adjacent property, unless such activity is permitted to affect said property pursuant to a consent granted by the applicable property owner, under terms or conditions agreeable to the applicable property owner. This includes, but is not limited to, the control of dust, noise, water or drainage runoffs, debris, and the storage of construction materials. New construction activity shall not adversely impact legal historic surface water drainage flows serving adjacent properties, and may require special drainage design complying with engineering standards to preserve the positive drainage patterns of the affected sites. Accordingly, developers, contractors and owners of all new residential development, including additions, pools, patios, driveways, decks or similar items, on existing properties resulting in a significant decrease of permeable land area on any parcel or has altered the drainage flow on the developed property shall, as a permit condition, provide a professionally prepared drainage plan clearly indicating compliance with this paragraph. Upon completion of the improvement, a certification from a licensed professional, as appropriate under Florida law, shall be submitted to the inspector in order to receive approval of the final inspection.

SECTION 111 CERTIFICATE OF OCCUPANCY

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

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

111.2 Certificate issued. After the *building official* inspects the building or structure and finds no violations of the provisions of this code or other laws that are enforced by the department of building safety, the *building official* shall issue a certificate of occupancy that contains the following:

1. The building *permit* number.

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

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

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

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

SECTION 112 SERVICE UTILITIES

112.1 Connection of service utilities. No person shall make connections from a utility, source of energy, fuel or power to any building or system that is regulated by this code for which a *permit* is required, until released by the *building official*.

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

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

SECTION 113

CONSTRUCTION BOARD OF ADJUSTMENT AND APPEALS

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

113.2 Membership and Terms

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

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

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

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

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

113.4 Appeals

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

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

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

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

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

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

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

113.5 Procedures of the Board.

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

113.5.1.1 Rules of Evidence. Formal rules of evidence shall not apply, but fundamental due process should be observed and govern the proceedings. Upon determination by the chairperson, irrelevant, immaterial, or unduly repetitious evidence may be excluded, but all other evidence of a

type commonly relied upon by reasonable, prudent persons in the conduct of their affairs shall be admissible, whether or not such evidence would be admissible in a trial in the courts of Florida. Any part of the evidence may be received in written form. The Board may request certain evidence be provided by an architect or engineer registered in the State of Florida, in which case said evidence shall be signed, sealed, and dated.

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

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

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

SECTION 114 VIOLATIONS

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

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

114.3 Prosecution of violation. If the notice of violation is not complied with promptly, the *building official* is authorized to request the legal counsel of the jurisdiction to institute the appropriate proceeding at law or in equity to restrain, correct or abate such violation, or to require the removal or termination of

the unlawful occupancy of the building or structure in violation of the provisions of this code or of the order or direction made pursuant thereto.

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

SECTION 115 STOP WORK ORDER

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

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

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

SECTION 116 STRUCTURES AND EQUIPMENT

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

116.1.1 When the building official determines a building, structure, electrical, gas, mechanical or plumbing system or portion thereof is unsafe, as set forth in this Code he/she shall provide the owner, agent or person in control of such building, structure, electrical, gas, mechanical or plumbing system a written notice of violation stating the defects thereof. This notice shall require the owner within a stated time either to complete specified repairs or improvements, or to demolish and remove the building, structure, electrical, gas, mechanical or plumbing system or portion thereof. At the option of the local government, the processes and procedures for code enforcement under Florida Statute 162 may be utilized to abate a violation under this section. If this statutory method of enforcement is invoked, the building official shall act in the role of code inspector as authorized in Section 114 of this code to initiate enforcement proceedings, and notice shall be in accordance with the provisions of the Statute.

116.1.2 If necessary, the notice shall also require the building, structure, electrical, gas, mechanical, plumbing systems or portion thereof to be vacated and/or disconnected, and not reoccupied and/or reconnected until the specified repairs and improvements are completed, inspected and approved by

the building official. The building official shall post at each entrance to the building a placard stating: THIS BUILDING IS UNSAFE AND ITS USE OR OCCUPANCY HAS BEEN PROHIBITED BY THE BUILDING OFFICIAL. This placard shall remain posted until the required repairs are made or demolition is completed. It shall be unlawful for any person, firm or corporation or its officers, agents, or other servants, to remove the posting without written permission of the building official, or for any person to enter the building, or use the building or system(s) except for the purpose of making the required repairs or of demolishing same.

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

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

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

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

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

116.5 Method of service. Such notice shall be deemed properly served if a copy thereof is (a) delivered to the owner personally; (b) sent by certified or registered mail addressed to the owner at the last known address with the return receipt requested; or (c) delivered in any other manner as prescribed by local law. If the certified or registered letter is returned showing that the letter was not delivered, a copy thereof shall be posted in a conspicuous place in or about the structure affected by such notice. Service of such notice in the foregoing manner upon the owner's agent or upon the person responsible for the structure shall constitute service of notice upon the owner.

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

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

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

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

SECTION 117 VARIANCES IN FLOOD HAZARD AREAS

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

EXECUTIVE BRIEF REGULAR MEETING

AGENDA DATE: October 20, 2020

DEPARTMENT: Finance

TITLE:

Resolution No. 47-2020 – authorizing the issuance of Consolidated Utility Revenue Bonds of the City

SUMMARY:

Resolution No. 47-2020 sets out the specific terms of the proposed Series 2020 Bonds.

BACKGROUND AND JUSTIFICATION:

The City has outstanding certain indebtedness with respect to its electric and water systems, and capital improvement needs with respect to said systems and its sewer system. The finance team recommends combining electric, water and sewer revenues into a single consolidated utility pledge, and using this to finance both such improvements and a refinancing of the existing debt. The resolution under consideration is a master resolution designed to facilitate this and future utility financings.

MOTION:

Move to approve/disapprove Resolution No. 47-2020 authorizing the issuance of Consolidated Utility Revenue Bonds of the City.

ATTACHMENT(S):

Fiscal Impact Analysis
Resolution 47-2020

FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2021	2022	2023	2024	2025
Total Funding	120,385,000	0	0	0	0
Annual Debt Service	0	1,650,278	5,421,950	5,418,200	6,592,050
External Revenues	0	0	0	0	0
Program Income	0	0	0	0	0
In-kind Match	0	0	0	0	0
Net Fiscal Impact	0	0	0	0	0
No. of Addn'l Full-Time Employee Positions	0	0	0	0	0

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

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

RESOLUTION NO. 47-2020

RESOLUTION OF THE CITY COMMISSION OF THE CITY OF LAKE WORTH BEACH, FLORIDA, AMENDING AND SUPPLEMENTING RESOLUTION NO. 45-2020 OF THE CITY; AUTHORIZING THE ISSUANCE OF NOT EXCEEDING \$123,000,000 IN AGGREGATE PRINCIPAL AMOUNT OF CITY OF LAKE WORTH BEACH, FLORIDA CONSOLIDATED UTILITY REVENUE BONDS, SERIES 2020A AND SERIES 2020B (FEDERALLY TAXABLE), TO PROVIDE FUNDS FOR THE PURPOSE OF FINANCING THE ACQUISITION, CONSTRUCTION AND EQUIPPING OF CAPITAL IMPROVEMENTS TO THE CITY'S CONSOLIDATED UTILITY SYSTEM AND FINANCING CERTAIN COSTS OF THE CITY; MAKING CERTAIN OTHER COVENANTS AND AGREEMENTS IN CONNECTION WITH THE ISSUANCE OF SUCH BONDS; PROVIDING CERTAIN TERMS AND DETAILS OF SUCH BONDS, INCLUDING AUTHORIZING A NEGOTIATED SALE OF SAID BONDS AND THE EXECUTION AND DELIVERY OF A BOND PURCHASE CONTRACT WITH RESPECT THERETO UPON COMPLIANCE WITH CERTAIN PARAMETERS; APPOINTING THE PAYING AGENT AND REGISTRAR WITH RESPECT TO SAID BONDS; AUTHORIZING THE EXECUTION AND DELIVERY OF AN OFFICIAL STATEMENT WITH RESPECT THERETO; AUTHORIZING THE EXECUTION AND DELIVERY OF A CONTINUING DISCLOSURE CERTIFICATE; AUTHORIZING THE PURCHASE OF BOND INSURANCE AND THE EXECUTION AND DELIVERY OF AN INSURANCE AGREEMENT WITH RESPECT THERETO AUTHORIZING THE EXECUTION AND PROVIDING AN EFFECTIVE DATE

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

SECTION 1. FINDINGS. It is hereby found and determined that:

(A) On October 6, 2020, the City Commission of the City of Lake Worth Beach, Florida (the "City" or "Issuer") duly adopted Resolution No. ___-2020 (the "Original Resolution"). All capitalized terms not otherwise defined herein shall have the meanings set forth in the Original Resolution.

(B) The Original Resolution, as supplemented hereby, is referred to herein as the "Bond Resolution."

(C) The Original Resolution provides for the issuance of the Bonds, upon meeting the requirements set forth in the Original Resolution.

(D) The Issuer has also enacted its Ordinance No. ___ - 2020 (the "Ordinance") providing additional authority for the issuance of the Bonds.

(E) The City deems it to be in the best interests of its citizens and taxpayers to issue its Consolidated Utility Revenue Bonds, Series 2020A and Series 2020B (Federally Taxable) (the "Bonds") for the purpose of financing and refinancing the acquisition and construction of certain capital improvements to the City's consolidated utility system and funding the cost of certain reserves (the "Project," as described in the Original Resolution).

(E) The principal of and interest on the Bonds and all required sinking fund, reserve and other payments shall be limited obligations of the City, payable solely from the Pledged Funds set forth in the Original Resolution. The Bonds shall not constitute a general obligation, or a pledge of the faith, credit or taxing power of the City, the State of Florida, or any political subdivision thereof, within the meaning of any constitutional or statutory provisions, except to the extent specifically set forth in the Original Resolution. Neither the State of Florida, nor any political subdivision thereof, nor the City shall be obligated (1) to exercise its ad valorem taxing power in any form on any real or personal property of or in the City to pay the principal of the Bonds, the interest thereon, or other costs incidental thereto or (2) to pay the same from any other funds of the City except from the Net Revenues, in the manner provided in the Original Resolution.

(F) Due to the present volatility of the market for tax-exempt obligations such as the Bonds, it is in the best interest of the City to sell the Bonds by a negotiated sale, allowing the City to enter the market at the most advantageous time, rather than at a specified advertised date, thereby permitting the City to obtain the best possible price and interest rate for the Bonds. The City acknowledges receipt of the information required by Section 218.385, Florida Statutes, in connection with the negotiated sale of the Bonds. A copy of the letter of the underwriter for said Bonds containing the aforementioned information is a condition precedent to the execution and delivery by the Issuer of the Purchase Contract referred to below.

(G) Morgan Stanley & Co. and Raymond James & Associates, Inc. (collectively, the "Underwriters") expect to offer to purchase the Bonds from the City and submit a Bond Purchase Agreement in the form attached hereto as Exhibit A (the "Purchase Contract") expressing the terms of such offer, and, assuming compliance with the provisions of Section 5 hereof, the Issuer does hereby find and determine that it is in the best financial interest of the Issuer that the terms expressed in the Purchase Contract be accepted by the Issuer.

(H) The Original Resolution provides that the Bonds shall mature on such dates and in such amounts, shall bear such rates of interest, shall be payable in such places and shall be subject to such redemption provisions as shall be determined by Supplemental Resolution adopted by the City; and it is now appropriate that the City determine parameters for such terms and details.

SECTION 2. AUTHORITY FOR THIS SUPPLEMENTAL RESOLUTION. This Supplemental Resolution is adopted pursuant to Articles II and V of the Original Resolution, the provisions of the Act (as defined in the Original Resolution), including the Ordinance, and other applicable provisions of law.

SECTION 3. AUTHORIZATION AND DESCRIPTION OF THE BONDS. The City hereby determines to issue separate series of Bonds in an aggregate principal amount not exceeding \$123,000,000, the exact respective principal amounts to be as set forth in the Purchase Contract, to be known as its "Consolidated Utility Revenue Bonds, Series 2020A and Series 2020B (Federally Taxable)," for the principal purpose of financing the Cost of the Project.

The Bonds shall be dated as of their date of delivery, shall be issued as fully registered Bonds, numbered consecutively from one upward in order of maturity with the prefix "R"; shall bear interest from their date of delivery, payable semi-annually, on April 1 and October 1 of each year, commencing on April 1, 2021, at such rates and maturing in such amounts on October 1 of such years as to be set forth in the Purchase Contract. The Bonds shall be issued in denominations of \$5,000 and any integral multiple thereof.

The Bonds shall be subject to redemption prior to maturity as set forth in the Purchase Contract. The Bonds shall be subject to a book-entry system of registration described in the Official Statement referenced below.

The respective amounts of the Series 2020A and Series 2020B Bonds and the Reserve Account Requirement with respect to the Bonds shall be as set forth in the Purchase Contract referenced below.

SECTION 4. AUTHORIZATION OF THE PROJECT. The acquisition and implementation of the Project (including the reimbursement to the Issuer of certain costs incurred with respect thereto), is hereby authorized by the Issuer.

SECTION 5. SALE OF THE BONDS. Upon delivery to the Mayor and the City Clerk of a Purchase Contract substantially in the form of Exhibit A attached hereto, evidencing:

- (A) Bonds in an aggregate principal amount not exceeding \$123,000,000;
- (B) A final maturity of the Bonds of not later than December 31, 2051;
- (C) A true interest cost with respect to the Bonds of not greater than 5% per annum;

- (D) Optional redemption of the Bonds beginning no later than October 1, 2030 at a price no greater than 100% of par; and
- (E) An Underwriter's discount not in excess of \$3.00 per \$1,000 of Bonds;

the Bonds shall be sold to the Underwriters pursuant to the Purchase Contract at the purchase price provided therein (including any original issue discounts or original issue premiums); all terms and conditions set forth in said Purchase Contract being hereby approved. Upon compliance with the foregoing, the Mayor is hereby authorized and directed to execute said Purchase Contract and to deliver the same to the Underwriters.

SECTION 6. OFFICIAL STATEMENT; CONTINUING DISCLOSURE CERTIFICATE.

(A) The form, terms and provisions of the Official Statement, dated the date of execution of the Purchase Contract, in substantially the form attached hereto as Exhibit B, which shall include the terms and provisions set forth in the executed version of the Purchase Contract, relating to the Bonds, be and the same hereby are approved with respect to the information therein contained. The Mayor and the City Clerk, upon execution of the Purchase Contract described above, are hereby authorized and directed to execute and deliver said Official Statement in the name and on behalf of the City, and thereupon to cause such Official Statement to be delivered to the Underwriters with such changes, amendments, omissions and additions as may be approved by the Mayor. The use of the Preliminary Official Statement, in the form attached hereto as Exhibit B, in the marketing of the Bonds is hereby authorized, and the Official Statement, including any such changes, amendments, modifications, omissions and additions as approved by the Mayor, and the information contained therein are hereby authorized to be used in connection with the sale of the Bonds to the public. Execution by the Mayor and the City Clerk of the Official Statement shall be deemed to be conclusive evidence of approval of such changes, amendments, modifications, omissions and additions. The Mayor and City Clerk are hereby authorized to deem the Preliminary Official Statement "final," within the meaning of Securities and Exchange Commission Rule 15c2-12, except for permitted omissions as described therein.

(B) In order to enable the Underwriters to comply with the provisions of SEC Rule 15c2-12 relating to secondary market disclosure, the Mayor is hereby authorized and directed to execute and deliver the Continuing Disclosure Certificate in the name and on behalf of the City substantially in the form attached hereto as Exhibit C, with such changes, amendments, omissions and additions as shall be approved by the Mayor, her execution and delivery thereof being conclusive evidence of such approval.

SECTION 7. APPOINTMENT OF REGISTRAR AND PAYING AGENT. U.S. Bank National Association is hereby designated Registrar and Paying Agent for the Bonds. The Mayor and the City Clerk are hereby authorized to enter into any agreement which may be necessary to affect the transactions contemplated by this Section 7.

SECTION 8. PURCHASE OF RESERVE POLICY AND BOND INSURANCE POLICY. The City hereby authorizes the purchase of a Reserve Account Insurance Policy and a Bond Insurance Policy from a nationally-recognized bond insurance company with respect to its issuance of the Bonds. The authority to select the bond insurer is hereby delegated to the Mayor, based upon the advice of the City's financial advisor. In connection therewith, the City hereby authorizes and directs the Mayor to execute and deliver an Insurance Agreement and a bond insurance commitment, and the City Clerk to attest the same under the official seal of the City. The Insurance Agreement shall be in substantially the form of the Insurance Agreement attached hereto as Exhibit D, with such changes, amendments, modifications, omissions and additions as may be approved by the Mayor. Execution by the Mayor of the Insurance Agreement shall be deemed to be conclusive evidence of approval of such changes. All of the provisions of the Insurance Agreement, when executed and delivered by the City as authorized herein and when duly authorized, executed and delivered by the insurer, shall be deemed to be a part of this Supplemental Resolution as fully and to the same extent as if incorporated verbatim herein.

SECTION 9. DEPOSITORY AGREEMENT. The City hereby authorizes and directs the Mayor and City Clerk to enter into an Depository Agreement, in substantially the form attached hereto as Exhibit E (the "Depository Agreement"), with such modifications and changes as approved by the Mayor and City Clerk, including the investment of amounts deposited therein, approval to be presumed by their execution thereof. U.S. Bank National Association is hereby appointed Depository under the Depository Agreement.

SECTION 10. ESCROW DEPOSIT AGREEMENT. The City hereby authorizes and directs the Mayor and City Clerk to enter into an Escrow Deposit Agreement, in substantially the form attached hereto as Exhibit F (the "Escrow Deposit Agreement"), and which may take the form of separate agreements, with such modifications and changes as approved by the Mayor and City Clerk, including the investment of amounts deposited therein, approval to be presumed by their execution thereof. U.S. Bank National Association is hereby appointed Escrow Agent under the Escrow Deposit Agreement.

SECTION 11. GENERAL AUTHORITY. The members of the City Commission of the City and the officers, attorneys and other agents or employees of the City and the City Clerk are hereby authorized to do all acts and things required of them by this Supplemental Resolution or the Original Resolution, or desirable or consistent with the requirements hereof or the Original Resolution, including the execution of such documents necessary to establish a book-entry system of registration with respect to the Bonds, for the full punctual and complete performance hereof or thereof. Each member, employee, attorney and officer of the City is hereby authorized and directed to execute and deliver any and all papers and instruments and to be and cause to be done any and all acts and things necessary or proper for carrying out the transactions contemplated hereunder. The Mayor and/or the City Clerk are hereby authorized to execute such tax forms or agreements as shall be necessary to affect the transactions contemplated hereby, including designating Bond Counsel to assist or act as agent with respect thereto.

SECTION 12. ORIGINAL RESOLUTION TO CONTINUE IN FORCE. Except as herein expressly provided, the Original Resolution and all the terms and provisions thereof, including the covenants contained therein, are and shall remain in full force and effect.

SECTION 13. SEVERABILITY AND INVALID PROVISIONS. If any one or more of the covenants, agreements or provisions herein contained shall be held contrary to any express provision of law or contrary to the policy of express law, even though not expressly prohibited, or against public policy, or shall for any reason whatsoever be held invalid, then such covenants, agreements or provisions shall be null and void and shall be deemed separable from the remaining covenants, agreements or provisions and shall in no way affect the validity of any of the other covenants, agreements or provisions hereof or the Bonds issued hereunder.

SECTION 14. EFFECTIVE DATE. This Supplemental Resolution shall become effective immediately upon its adoption.

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

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

The Mayor thereupon declared this resolution duly passed and adopted on the 20th day of October, 2020.

LAKE WORTH BEACH CITY COMMISSION

Pam Triolo, Mayor

ATTEST:

Deborah M. Andrea, CMC, City Clerk

APPROVED AS TO FORM:

Nabors, Giblin & Nickerson, P.A.

EXHIBIT A

FORM OF PURCHASE CONTRACT

EXHIBIT B

FORM OF OFFICIAL STATEMENT

EXHIBIT C
FORM OF CONTINUING DISCLOSURE CERTIFICATE

EXHIBIT D

FORM OF INSURANCE AGREEMENT

EXHIBIT E

FORM OF DEPOSITORY AGREEMENT

EXHIBIT F

FORM OF ESCROW DEPOSIT AGREEMENT

CONTINUING DISCLOSURE CERTIFICATE

This Continuing Disclosure Certificate (the “Disclosure Certificate”) is executed and delivered by the City of Lake Worth Beach, Florida (the “Issuer”) in connection with the issuance of its \$_____ Consolidated Utility Revenue Bonds, Series 2020A (the “Series 2020A Bonds”) and \$_____ Consolidated Utility Revenue Bonds, Series 2020B (Federally Taxable) (the “2020B Bonds”, collectively with the Series 2020A Bonds, the “Series 2020 Bonds”). The Bonds are being issued pursuant to Resolution No. _____, adopted by the City Commission of the City of Lake Worth Beach, Florida on October 6, 2020, as amended and supplemented from time to time, particularly as supplemented by Resolution No. _____, adopted by the City Commission of the City of Lake Worth Beach, Florida on October 20, 2020 (collectively, the “Resolution”).

SECTION 1. PURPOSE OF THE DISCLOSURE CERTIFICATE. This Disclosure Certificate is being executed and delivered by the Issuer for the benefit of the holder and Beneficial Owners of the Bonds and in order to assist the Participating Underwriter in complying with the continuing disclosure requirements of Securities and Exchange Commission Rule 15c2-12.

SECTION 2. DEFINITIONS. In addition to the definitions set forth in the Resolution which apply to any capitalized term used in this Disclosure Certificate, unless otherwise defined in this Section, the following capitalized terms shall have the following meanings:

“Annual Report” shall mean any Annual Report provided by the Issuer pursuant to, and as described in, Sections 3 and 4 of this Disclosure Certificate.

“Beneficial Owner” shall mean any person which (a) has the power, directly or indirectly, to vote or consent with respect to, or to dispose of ownership of, any Bonds (including persons holding Bonds through nominees, depositories or other intermediaries), or (b) is treated as the owner of any Bonds for federal income tax purposes.

“Dissemination Agent” shall mean the Issuer, or any Dissemination Agent designated in writing by the Issuer and which has filed with the Issuer a written acceptance of such designation.

“Event of Bankruptcy” shall be considered to have occurred when any of the following occur: the appointment of a receiver, fiscal agent or similar officer for an Obligated Person in a proceeding under the U.S. Bankruptcy Code or in any other proceeding under state or federal law in which a court or governmental authority has assumed jurisdiction over substantially all of the assets or business of the Obligated Person, or if such jurisdiction has been assumed by leaving the existing governmental body and officials or officers in possession but subject to the supervision and orders of a court or governmental authority, or the entry of an order confirming a plan of reorganization, arrangement or liquidation by a court or governmental authority having supervision or jurisdiction over substantially all of the assets or business of the Obligated Person.

“Listed Events” shall mean any of the events listed in Section 5(a) of this Disclosure Certificate.

“Obligated Person” shall mean any person, including the Issuer, who is either generally or through an enterprise, fund, or account of such person committed by contract or other arrangement to support payment of all, or part of the obligations on the Bonds (other than providers of municipal bond insurance, letters of credit, or other liquidity facilities).

“Participating Underwriter” shall mean, the original underwriter of the Bonds required to comply with the Rule in connection with offering of the Bonds.

“Repository” shall mean each entity authorized and approved by the Securities and Exchange Commission from time to time to act as a repository for purposes of complying with the Rule. The Repositories currently approved by the Securities and Exchange Commission may be found by visiting the Securities and Exchange Commission's website at <http://www.sec.gov/info/municipal/nrmsir.htm>. As of the date hereof, the Repository recognized by the Securities and Exchange Commission for such purpose is the Municipal Securities Rulemaking Board, which currently accepts continuing disclosure submissions through its Electronic Municipal Market Access (“EMMA”) web portal at “<http://emma.msrb.org>.”

“Rule” shall mean the continuing disclosure requirements of Rule 15c2-12 adopted by the Securities and Exchange Commission under the Securities Exchange Act of 1934, as the same may be amended from time to time.

“State” shall mean the State of Florida.

SECTION 3. PROVISION OF ANNUAL REPORTS.

(a) The Issuer shall, or shall cause the Dissemination Agent to, by not later than June 30th following the end of the prior fiscal year, beginning with the fiscal year ending September 30, 2020 with respect to the report for the 2019-2020 fiscal year, provide to any Repository in electronic format as prescribed by such Repository an Annual Report which is consistent with the requirements of Section 4 of this Disclosure Certificate. The Annual Report may be submitted as a single document or as separate documents comprising a package, and may cross-reference other information as provided in Section 4 of this Disclosure Certificate; provided that the audited financial statements of the Issuer may be submitted separately from the balance of the Annual Report and later than the date required above for the filing of the Annual Report if they are not available by that date; provided, further, in such event unaudited financial statements are required to be delivered as part of the Annual Report in accordance with Section 4(a) below. If the Issuer's fiscal year changes, it shall give notice of such change in the same manner as for a Listed Event under Section 5(a).

(b) Not later than fifteen (15) Business Days prior to the date set forth in (a) above, the Issuer shall provide the Annual Report to the Dissemination Agent (if other than the Issuer). If the Issuer is unable to provide to any Repository an Annual Report as required in subsection (a), the

Issuer shall send a notice to and Repository, in electronic format as prescribed by such Repository, in substantially the form attached as Exhibit A.

(c) The Dissemination Agent shall:

(i) determine each year prior to the date for providing the Annual Report the name and address of any Repository;

(ii) if the Dissemination Agent is other than the Issuer, file a report with the Issuer certifying that the Annual Report has been provided pursuant to this Disclosure Certificate, stating the date it was provided and listing any Repository to which it was provided; and

(iii) if the Dissemination Agent is other than the Issuer, the Dissemination Agent shall send a notice to any Repository, in electronic format as prescribed by such Repository, in substantially the form attached as Exhibit A if the Issuer is unable to provide an Annual Report to any Repository as required in subsection (a).

SECTION 4. CONTENT OF ANNUAL REPORTS. The Issuer's Annual Report shall contain or include by reference the following:

(a) the audited financial statements of the Issuer for the prior fiscal year, prepared in accordance with generally accepted accounting principles as promulgated to apply to governmental entities from time to time by the Governmental Accounting Standards Board. If the Issuer's audited financial statements are not available by the time the Annual Report is required to be filed pursuant to Section 3(a), the Annual Report shall contain unaudited financial statements in a format similar to the financial statements contained in the final Official Statement dated _____, 2020 (the "Official Statement"), and the audited financial statements shall be filed in the same manner as the Annual Report when they become available; and

(b) updates of the historical financial and operating data set forth in the Official Statement under the captions:

- (i) Historical Energy and Peak Loads
- (ii) Monthly Non-Coincident Peak Demand
- (iii) Sources of Energy
- (iv) Monthly Net Energy Load
- (v) Electric Utility Average Number of Retail Meters & Annual Billed Usage
- (vi) Electric Utility's 10 Largest Retail Customers
- (vii) Electric Utility – Transfers to the General Fund
- (viii) Historical Electric Utility Revenues and Expenses
- (ix) Water Utility Usage
- (x) Top Ten Water Customers
- (xi) Water Utility – Transfers to the General Fund
- (xii) Historical Water Utility Revenues and Expenses
- (xiii) Historical Average Wastewater Flows

- (xiv) Top Ten Wastewater Customers
- (xv) Sewer Utility – Transfers to the General Fund
- (xvi) Historical Sewer Utility Revenues and Expenses
- (xvii) Historical System Revenues and Expenses

The information provided under Section 4(b) may be included by specific reference to documents, including official statements of debt issues of the Issuer or related public entities, which are available to the public on the Repository's Internet Web site or filed with the Securities and Exchange Commission.

The Issuer reserves the right to modify from time to time the specific types of information provided in its Annual Report or the format of the presentation of such information, to the extent necessary or appropriate in the judgment of the Issuer; provided that the Issuer agrees that any such modification will be done in a manner consistent with the Rule.

SECTION 5. REPORTING OF SIGNIFICANT EVENTS.

(a) Pursuant to the provisions of this Section 5, the Issuer shall give, or cause to be given, notice of the occurrence of any of the following events with respect to the Bonds. Such notice shall be given in a timely manner not in excess of ten (10) business days after the occurrence of the event, with the exception of the event described in number 17 below, which notice shall be given in a timely manner:

1. principal and interest payment delinquencies;
2. non-payment related defaults, if material;
3. unscheduled draws on debt service reserves reflecting financial difficulties;
4. unscheduled draws on credit enhancements reflecting financial difficulties;
5. substitution of credit or liquidity providers, or their failure to perform;
6. adverse tax opinions, the issuance by the Internal Revenue Service of proposed or final determinations of taxability, Notices of Proposed Issue (IRS Form 5701 TEB) or other material notices or determinations with respect to the tax status of the Bonds, or other material events affecting the tax status of the Bonds;
7. modifications to rights of the holders of the Bonds, if material;
8. Bond calls, if material, and tender offers;
9. defeasances;
10. release, substitution, or sale of property securing repayment of the Bonds, if material;

11. ratings changes;
 12. an Event of Bankruptcy or similar event of an Obligated Person;
 13. the consummation of a merger, consolidation, or acquisition involving an Obligated Person or the sale of all or substantially all of the assets of the Obligated Person, other than in the ordinary course of business, the entry into a definitive agreement to undertake such an action or the termination of a definitive agreement relating to any such actions, other than pursuant to its terms, if material;
 14. appointment of a successor or additional Paying Agent or the change of name of a Paying Agent, if material;
 15. incurrence of a financial obligation of an Obligated Person, if material, or agreement to covenants, events of default, remedies, priority rights, or other similar terms of a financial obligation of the Obligated Person, any of which affect holders of the Bonds, if material (for purposes of the foregoing and paragraph (xvi) below, “financial obligation” means a (a) debt obligation; (b) derivative instrument entered into in connection with, or pledged as security or a source of payment for, an existing or planned debt obligation; or (c) a guarantee of (a) or (b));
 16. default, event of acceleration, termination event, modification of terms, or other similar events under the terms of a financial obligation of the Obligated Person, any of which reflect financial difficulties; and
 17. notice of any failure on the part of the Issuer to meet the requirements of Section 3 hereof.
- (b) The notice required to be given in paragraph 5(a) above shall be filed with any Repository, in electronic format as prescribed by such Repository.

SECTION 6. IDENTIFYING INFORMATION. In accordance with the Rule, all disclosure filings submitted pursuant to this Disclosure Certificate to any Repository must be accompanied by identifying information as prescribed by the Repository. Such information may include, but not be limited to:

- (a) the category of information being provided;
- (b) the period covered by any annual financial information, financial statement or other financial information or operation data;
- (c) the issues or specific securities to which such documents are related (including CUSIPs, issuer name, state, issue description/securities name, dated date, maturity date, and/or coupon rate);
- (d) the name of any Obligated Person other than the Issuer;

- (e) the name and date of the document being submitted; and
- (f) contact information for the submitter.

SECTION 7. TERMINATION OF REPORTING OBLIGATION. The Issuer's obligations under this Disclosure Certificate shall terminate upon the legal defeasance, prior redemption or payment in full of all of the Bonds or if the Rule is repealed or no longer in effect. If such termination occurs prior to the final maturity of the Bonds, the Issuer shall give notice of such termination in the same manner as for a Listed Event under Section 5.

SECTION 8. DISSEMINATION AGENT. The Issuer may, from time to time, appoint or engage a Dissemination Agent to assist it in carrying out its obligations under this Disclosure Certificate, and may discharge any such Dissemination Agent, with or without appointing a successor Dissemination Agent. The Dissemination Agent shall not be responsible in any manner for the content of any notice or report prepared by the Issuer pursuant to this Disclosure Certificate. The initial Dissemination Agent shall be Digital Assurance Certificate.

SECTION 9. AMENDMENT; WAIVER. Notwithstanding any other provision of this Disclosure Certificate, the Issuer may amend this Disclosure Certificate, and any provision of this Disclosure Certificate may be waived, provided that the following conditions are satisfied:

(a) If the amendment or waiver relates to the provisions of Sections 3(a), 4, or 5(a), it may only be made in connection with a change in circumstances that arises from a change in legal requirements, change in law, or change in the identity, nature or status of the Issuer, or the type of business conducted;

(b) The undertaking, as amended or taking into account such waiver, would, in the opinion of nationally recognized bond counsel, have complied with the requirements of the Rule at the time of the original issuance of the Bonds, after taking into account any amendments or interpretations of the Rule, as well as any change in circumstances; and

(c) The amendment or waiver either (i) is approved by the holders or Beneficial Owners of the Bonds in the same manner as provided in the Resolution for amendments to the Resolution with the consent of holders or Beneficial Owners, or (ii) does not, in the opinion of nationally recognized bond counsel, materially impair the interests of the holders or Beneficial Owners of the Bonds.

Notwithstanding the foregoing, the Issuer shall have the right to adopt amendments to this Disclosure Certificate necessary to comply with modifications to and interpretations of the provisions of the Rule as announced by the Securities and Exchange Commission from time to time.

In the event of any amendment or waiver of a provision of this Disclosure Certificate, the Issuer shall describe such amendment in the next Annual Report, and shall include, as applicable, a narrative explanation of the reason for the amendment or waiver and its impact on the type (or in the case of a change of accounting principles, on the presentation) of financial information or

operating data being presented by the Issuer. In addition, if the amendment relates to the accounting principles to be followed in preparing financial statements, (i) notice of such change shall be given in the same manner as for a Listed Event under Section 5(a), and (ii) the Annual Report for the year in which the change is made should present a comparison (in narrative form and also, if feasible, in quantitative form) between the financial statements as prepared on the basis of the new accounting principles and those prepared on the basis of the former accounting principles.

SECTION 10. ADDITIONAL INFORMATION. Nothing in this Disclosure Certificate shall be deemed to prevent the Issuer from disseminating any other information, using the means of dissemination set forth in this Disclosure Certificate or any other means of communication, or including any other information in any Annual Report or notice of occurrence of a Listed Event, in addition to that which is required by this Disclosure Certificate. If the Issuer chooses to include any information in any Annual Report or notice of occurrence of a Listed Event in addition to that which is specifically required by this Disclosure Certificate, the Issuer shall have no obligation under this Certificate to update such information or include it in any future Annual Report or notice of occurrence of a Listed Event.

SECTION 11. DEFAULT. The continuing disclosure obligations of the Issuer set forth herein constitute a contract with the holders of the Bonds. In the event of a failure of the Issuer to comply with any provision of this Disclosure Certificate, any holder or Beneficial Owner of the Bonds may take such actions as may be necessary and appropriate, including seeking mandamus or specific performance by court order, to cause the Issuer to comply with its obligations under this Disclosure Certificate; provided, however, the sole remedy under this Disclosure Certificate in the event of any failure of the Issuer to comply with the provisions of this Disclosure Certificate shall be an action to compel performance. A default under this Disclosure Certificate shall not be deemed an Event of Default under the Resolution.

SECTION 12. DUTIES, IMMUNITIES AND LIABILITIES OF DISSEMINATION AGENT. The Dissemination Agent shall have only such duties as are specifically set forth in this Disclosure Certificate, and the Issuer agrees to indemnify and save the Dissemination Agent, its officers, directors, employees and agents, harmless against loss, expense and liabilities which it may incur arising out of or in the exercise or performance of its powers and duties hereunder, including the costs and expenses (including attorneys fees) of defending against any claim of liability, but excluding liabilities due to the Dissemination Agent's negligence or willful misconduct. The obligations of the Issuer under this Section shall survive resignation or removal of the Dissemination Agent and payment of the Bonds.

[Remainder of page intentionally left blank]

SECTION 13. BENEFICIARIES. This Disclosure Certificate shall inure solely to the benefit of the Issuer, the Dissemination Agent, the Participating Underwriter and Holders and Beneficial Owners from time to time of the Bonds, and shall create no rights in any other person or entity.

Dated as _____, 2020

(SEAL)

CITY OF LAKE WORTH BEACH,
FLORIDA

By: _____
Mayor

ATTEST:

By: _____
City Clerk

APPROVED AS TO FORM:

Nabors, Giblin & Nickerson, P.A.

EXHIBIT A

NOTICE OF FAILURE TO FILE ANNUAL REPORT

Name of Issuer: City of Lake Worth Beach, Florida

Name of Bond Issue: Consolidated Utility Revenue Bonds, Series 2020A and 2020B Bonds

Date of Issuance: _____, 2020

NOTICE IS HEREBY GIVEN that the Issuer has not provided an Annual Report with respect to the above-named Bonds as required by Section 3 and 4(b) of the Continuing Disclosure Certificate dated as of _____, 2020. The Issuer anticipates that the Annual Report will be filed by _____, _____.

Dated:

CITY OF LAKE WORTH BEACH, FLORIDA

By: _____

Name: _____

Title: _____

INSURANCE AGREEMENT

THIS INSURANCE AGREEMENT, dated November ___, 2020 (the "Agreement"), by and between the CITY OF LAKE WORTH BEACH, FLORIDA (the "Issuer") and _____ (the "Bond Insurer" or "_____").

In consideration of the issuance by the Bond Insurer of its Municipal Bond Insurance Policy Nos. _____ and _____ (collectively, the "Policy") with respect to the Issuer's Consolidated Utility Revenue Bonds, Series 2020A and Consolidated Utility Revenue Bonds, Series 2020B (Federally Taxable) (collectively, the "Bonds") issued under the Issuer's Resolution No. ___-2020, adopted October 6, 2020 (the "Original Resolution"), as amended and supplemented by its Resolution No. ___-2020, adopted October 20, 2020 (collectively with the Original Resolution, the "Resolution") and the Issuer's payment to the Bond Insurer of the insurance premium for the Policy, the Bond Insurer and the Issuer hereby covenant and agree as follows:

1. Notice and Other Information to be given to _____. The Issuer will provide _____ with all notices and other information it is obligated to provide (i) under its Continuing Disclosure Certificate and (ii) to the holders of the Bonds or the Paying Agent under the Resolution.

The notice address of _____ is: _____, _____, _____, _____, Attention: Surveillance, Re: Policy Nos. _____ and _____, Telephone: (____) _____, Telecopier: (____) _____, Email: _____ . In each case in which notice or other communication refers to an event of default or a claim on the Policy, then a copy of such notice or other communication shall also be sent to the attention of the General Counsel at the same address and at _____ or at Telecopier: (____) _____ and shall be marked to indicate "URGENT MATERIAL ENCLOSED."

2. Amendments, Supplements and Consents.

a. *Amendments.* Wherever any Security Document requires the consent or approval of holders of the Bonds, _____'s consent shall also be required. In addition, any amendment, supplement or modification to the Security Documents that adversely affect the rights or interests of _____ shall be subject to the prior written consent of _____.

b. *Consent of _____ Upon Default.* Anything in any Security Document to the contrary notwithstanding, upon the occurrence and continuance of a default or an event of default, _____ shall be deemed to be the sole holder of the Bonds for all purposes and shall be entitled to control and direct the enforcement of all rights and remedies granted to the holders of the Bonds, the Paying Agent or any trustee (a "Trustee") for the benefit of such holders under any Security Document. The Trustee may not waive any default or event of default or accelerate the Bonds without _____'s written consent.

c. *Trustee.* No removal, resignation or termination of any Trustee shall take effect

until a successor, acceptable to _____, shall be qualified and appointed.

3. _____ as Third Party Beneficiary. _____ is explicitly recognized as and shall be deemed to be a third party beneficiary of the Security Documents and may enforce any right, remedy or claim conferred, given or granted thereunder.

4. Policy Payments.

a. In the event that principal and/or interest due on the Bonds shall be paid by _____ pursuant to the Policy, the Bonds shall remain outstanding for all purposes, not be defeased or otherwise satisfied and not be considered paid by the Issuer, all covenants, agreements and other obligations of the Issuer to the registered owners shall continue to exist and shall run to the benefit of _____, and _____ shall be subrogated to the rights of such registered owners, including, without limitation, any rights that such owners may have in respect of securities law violations arising from the offer and sale of the Bonds.

b. Irrespective of whether any such assignment is executed and delivered, the Issuer and the Paying Agent agree for the benefit of _____ that:

i. They recognize that to the extent _____ makes payments directly or indirectly (e.g., by paying through the Paying Agent), on account of principal of or interest on the Bonds, _____ will be subrogated to the rights of such holders to receive the amount of such principal and interest from the Issuer, with interest thereon, as provided and solely from the sources stated in the Security Documents and the Bonds; and

ii. They will accordingly pay to _____ the amount of such principal and interest, with interest thereon, but only from the sources and in the manner provided in the Security Documents and the Bonds for the payment of principal of and interest on the Bonds to holders, and will otherwise treat _____ as the owner of such rights to the amount of such principal and interest.

c. Notwithstanding anything herein to the contrary, the Issuer agrees to pay to _____, solely from Pledged Funds (as defined in the Resolution) (i) a sum equal to the total of all amounts paid by _____ under the Policy ("_____ Policy Payment"); and (ii) interest on such _____ Policy Payments from the date paid by _____ until payment thereof in full by the Issuer, payable to _____ at the Late Payment Rate per annum (collectively, "_____ Reimbursement Amounts") compounded semi-annually. Notwithstanding anything to the contrary, _____ Reimbursement Amounts shall be, and the Issuer hereby covenants and agrees that the _____ Reimbursements Amounts are, payable from and secured by the Issuer's Pledged Funds on the same basis as with respect to payment of debt service due on the Bonds.

5. Additional Payments. The Issuer agrees unconditionally that it will pay or reimburse ____ on demand solely from Pledged Funds as described above, any and all reasonable charges, fees, costs, losses, liabilities and expenses that ____ may pay or incur, including, but not limited to, fees and expenses of ____'s agents, attorneys, accountants, consultants, appraisers and auditors and reasonable costs of investigations, in connection with the administration (including waives and consents, if any), enforcement, defense, exercise or preservation of any rights and remedies in respect of the Security Documents ("Administrative Costs"). For purposes of the foregoing, costs and expenses shall include a reasonable allocation of compensation and overhead attributable to the time of employees of ____ spent in connection with the actions described in the preceding sentence. The Issuer agrees that failure to pay any Administrative Costs on a timely basis will result in the accrual of interest on the unpaid amount at the Late Payment Rate, compounded semi-annually, from the date that payment is first due to ____ until the date ____ is paid in full.

6. Special Provisions for Insurer Default: If an Insurer Default shall occur and be continuing, then, notwithstanding anything in paragraph 2 above to the contrary, (1) if at any time prior to or following an Insurer Default, ____ has made payment under the Policy, to the extent of such payment ____ shall be treated like any other holder of the Bonds for all purposes, including giving of consents, and (2) if ____ has not made any payment under the policy, ____ shall have no further consent rights until the particular Insurer Default is no longer continuing or ____ makes a payment under the Policy, in which event, the foregoing clause (1) shall control. For purposes of this paragraph (6), "Insurer Default" means: (A) ____ has failed to make any payment under the Policy when due and owing in accordance with its terms; or (B) ____ shall (i) voluntarily commence any proceeding or file any petition seeking relief under the United States Bankruptcy Code or any other Federal, state or foreign bankruptcy, insolvency or similar law, (ii) consent to the institution of or fail to controvert in a timely and appropriate manner, any such proceeding or the filing of any such petition, (iii) apply for or consent to the appointment of a receiver, trustee, custodian, sequestrator or similar official for such party or for a substantial part of its property, (iv) file an answer admitting the material allegations of a petition filed against it in any such proceeding, (v) make a general assignment of the benefit of creditors, or (vi) take action for the purpose of effecting any of the foregoing; or (C) any state or federal agency or instrumentality shall order the suspension of payments on the Policy or shall obtain an order or grant approval for the rehabilitation, liquidation, conservation or dissolution of ____ (including without limitation under the New York Insurance Law).

7. Definitions. All capitalized terms not otherwise defined herein have the meanings set forth in the Resolution. In addition:

" ____ " shall mean _____, or any successor thereto.

"Late Payment Rate" means the lesser of (a) the greater of (i) the per annum rate of interest, publicly announced from time to time by JPMorgan Chase Bank, N.A., at its principal office in the City of New York, New York, as its prime or base lending rate ("Prime Rate") (any change in such Prime Rate to be effective on the date such change is announced by JPMorgan Chase Bank, N.A.) plus 3%, and (ii) the then applicable highest rate of interest on the Bonds and (b) the maximum rate

permissible under applicable usury or similar laws limiting interest rates. In the event JPMorgan Chase Bank, N.A., ceases to announce its Prime Rate, the Prime Rate shall be the prime or base lending rate of such other bank, banking association or trust company as _____, in its sole and absolute discretion, shall designate. Interest at the Late Payment Rate on any amount owing to _____ shall be computed on the basis of the actual number of days elapsed in a year of 360 days.

"Policy" shall mean the Municipal Bond Insurance Policy issued by _____ that guarantees the scheduled payment of principal of and interest on the Bonds when due.

"Security Documents" shall mean the Resolution, the Bonds and any additional or supplemental document executed in connection with the Bonds.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed in their respective names as of the date first written above.

**CITY OF LAKE WORTH BEACH,
FLORIDA**

By: _____
Mayor

By: _____
Title: Authorized Officer

ATTEST:

Clerk

Approved as to form:

Nabors, Giblin & Nickerson, P.A.,
Bond Counsel

ESCROW DEPOSIT AGREEMENT

ESCROW DEPOSIT AGREEMENT (the "Agreement"), dated as of November 1, 2020, by and between the City of Lake Worth Beach, Florida (the "Issuer") and U.S. Bank National Association (the "Escrow Agent"), a national banking association having its designated corporate trust office in Fort Lauderdale, Florida, as escrow agent hereunder.

WHEREAS, the Issuer has heretofore issued its [Utility System Refunding Revenue Bond, Series 2013] in the original aggregate principal amount of \$54,030,000 (the "Refunded Bond") pursuant to Resolution No. 27-2013, adopted April 16, 2013 (the "Refunded Bond Resolution"); and

WHEREAS, the Issuer desires to provide payment of the Refunded Bond as set forth on Schedule A attached hereto through the issuance of its Consolidated Utility Revenue Bonds, Series 2020A (the "2020A Bonds") and discharge and satisfy the pledges, liens and other obligations of the Issuer with respect to the Refunded Bond under the Refunded Bond Resolution; and

WHEREAS, the deposit of cash funds into an Escrow Fund (herein defined) to be invested and held by the Escrow Agent, and the discharge and satisfaction of the pledges, liens and other obligations of the Issuer under the Refunded Bond Resolution in regard to the Refunded Bond shall occur as a simultaneous transaction; and

WHEREAS, this Agreement is intended to effectuate such simultaneous transaction;

NOW, THEREFORE, in consideration of the foregoing and of the mutual covenants hereinafter set forth, the parties hereto agree as follows:

1. The Issuer represents that the recitals stated above are true and correct and incorporated herein.

2. Receipt of the Resolution is hereby acknowledged by the Escrow Agent. The Escrow Agent also acknowledges receipt of the verification report of _____, dated _____, 2020 (the "Verification Report"). The applicable and necessary provisions of the Resolution are incorporated herein by reference. Reference herein to or citation herein of any provisions of the Resolution shall be deemed to incorporate the same as a part hereof in the same manner and with the same effect as if the same were fully set forth herein.

3. The Issuer by this writing exercises its option to have the pledges, liens and obligations to the holder of the Refunded Bond defeased, discharged and satisfied.

4. There is hereby created and established with the Escrow Agent a special, segregated and irrevocable escrow fund designated the "Lake Worth Beach, Florida Utility System Refunding Revenue Bond, Series 2013 Escrow Deposit Fund" (the "Escrow Fund"). The Escrow Fund shall be held in the custody of the Escrow Agent as an escrow fund for the benefit of the holders of the Refunded Bond, separate and apart from other funds and accounts of the Issuer and the Escrow Agent. The Escrow Agent hereby accepts the Escrow Fund and acknowledges the receipt of and

deposit to the credit of the Escrow Fund of the sum of [\$_____] in immediately available funds, of which the Issuer represents \$_____ constitutes proceeds of the 2020A Bonds and \$_____ constitutes amounts held by the Issuer for the benefit of the Refunded Bond . For purposes of this Agreement, the Escrow Fund shall consist of a single fund with no sub-accounts.

5. The Escrow Agent shall, concurrently with the Issuer's deposit, use such amount to purchase on behalf of and for the account of the Issuer, certain direct non-callable obligations of the United States of America (the "Initial Escrow Securities"), in the aggregate principal or par amount of [\$_____], which are described in Schedule A hereto, and the Escrow Agent will deposit such obligations in the Escrow Fund. The remaining [\$_____] (the "Cash Deposit") shall be held as cash in the Escrow Fund. Any securities which shall be on deposit in the Escrow Fund, including the Initial Escrow Securities, shall herein be referred to as the "Escrow Securities."

6. In reliance upon the Verification Report, the Issuer represents and warrants that the interest on and the principal amounts successively maturing on the Escrow Securities in accordance with their terms (without consideration of any reinvestment of such maturing principal and interest) are sufficient such that moneys will be available to the Escrow Agent in amounts sufficient and at the times required to pay the amounts of principal of, redemption premium, if any, and interest due and to become due on the Refunded Bond as described in Schedule B attached hereto. If the Escrow Securities shall be insufficient to make such redemption payments, the Issuer shall timely deposit to the Escrow Fund, solely from legally available funds of the Issuer, such additional amounts as may be required to pay the Refunded Bond as described in Schedule B hereto. Notice of any insufficiency shall be given by the Escrow Agent to the Issuer as promptly as possible, but the Escrow Agent shall in no manner be responsible for the Issuer's failure to make such deposits.

7. The deposit of the Escrow Securities in the Escrow Fund shall constitute an irrevocable deposit of federal securities in trust solely for the payment of the principal of, redemption premium, if any, and interest on the Refunded Bond at such times and amounts as set forth in Schedule B hereto, and subject to the provisions of Section 9 and Section 17 hereof, the principal of and interest earnings on such Escrow Securities and the Cash Deposit shall be used solely for such purposes.

8. The Escrow Agent shall pay the registered owner of the Refunded Bond from the moneys on deposit in the Escrow Fund an amount sufficient to pay scheduled principal of and interest on and to redeem the Refunded Bond prior to its scheduled maturity date as contemplated in Schedule B attached hereto. The Escrow Securities shall be used to pay the principal of, redemption premium, if any, and interest on the Refunded Bond as the same become due and the Refunded Bond is redeemed. The liability of the Escrow Agent for the payment of the principal of, redemption premium, if any, and interest on the Refunded Bond pursuant to this Agreement shall be limited to the application of the Escrow Securities and the Cash Deposit and the interest earnings thereon available for such purposes in the Escrow Fund.

9. Moneys deposited in the Escrow Fund shall be invested only in the Escrow Securities listed in Schedule A hereto and, except as provided in Section 5 hereof and in this

Section 9, neither the Issuer nor the Escrow Agent shall otherwise invest or reinvest any moneys in the Escrow Fund.

Except as provided in Section 5 hereof and in this Section 9, the Escrow Agent may not sell or otherwise dispose of any or all of the Escrow Securities in the Escrow Fund and reinvest the proceeds thereof in other securities nor may it substitute securities for any of the Escrow Securities, except upon written direction of the Issuer and where, prior to any such reinvestment or substitution, the Escrow Agent has received from the Issuer the following:

- (a) a written verification report by an independent certified public accountant or firm of independent certified public accountants, of recognized standing, appointed by the Issuer, addressed to the Issuer and the Escrow Agent, stating that after such reinvestment or substitution the principal amount of Escrow Securities, together with the interest therein, will be sufficient to pay the Refunded Bond as described in Schedule B hereto; and
- (b) a written opinion of Bond Counsel to the effect that such investment does not violate any provision of Florida law or of the Resolution and will not adversely affect the tax-exempt status of the Refunded Bonds;

provided, that the Escrow Agent shall not release any Escrow Securities then held in the Escrow Fund for such sale, transfer, exchange, redemption or other disposition until the Escrow Agent shall be in possession of the proceeds thereof or the substituted securities.

In the event the above-referenced verification concludes that there are surplus moneys in the Escrow Fund, such surplus moneys shall be released to the Issuer upon its written direction. The Escrow Fund shall continue in effect until the date upon which the Escrow Agent makes the final payment to the paying agent for the Refunded Bond in an amount sufficient to pay the Refunded Bond as described in Schedule B hereto, whereupon the Escrow Agent shall sell upon written direction from the Issuer or redeem any Escrow Securities remaining in the Escrow Fund, and shall remit to the Issuer the proceeds thereof, together with all other money, if any, then remaining in the Escrow Fund.

10. The Issuer has been advised by counsel that, concurrently with the deposit of the Initial Escrow Securities and the Cash Deposit set forth in Section 5 hereof, the Refunded Bond are hereby deemed to have been paid and discharged within the meaning and with the effect expressed in the Resolution. The Escrow Agent shall provide the required notice of redemption of the Refunded Bond, substantially in the form attached hereto as Schedule C, in the manner provided in the Resolution. The Refunded Bond shall be redeemed on _____ at a redemption price of 100% of par, plus accrued interest.

11. Concurrently with the deposit of the Escrow Securities set forth in Section 5 hereof, the Refunded Bond shall be deemed to have been paid within the meaning and with the effect expressed in the Resolution. Within ten (10) days of the deposit of moneys into the Escrow Fund, the Escrow Agent, on behalf of the Issuer, shall cause notice to be given to the registered owner

of the Refunded Bond of said defeasance, in compliance with Section 1102 of the Master Resolution.

12. The Escrow Fund hereby created shall be irrevocable and the holders of the Refunded Bond shall have an express lien on all amounts on deposit in the Escrow Fund pursuant to the terms hereof until paid out, used and applied in accordance with this Agreement and the Resolution. Neither the Issuer nor the Escrow Agent shall cause nor permit any other lien or interest whatsoever to be imposed upon the Escrow Fund.

13. This Agreement is made for the benefit of the Issuer and the holders from time to time of the Refunded Bond and it shall not be repealed, revoked, altered or amended or supplemented in whole or in part without the written consent of such holders of the Refunded Bond and the written consent of the Escrow Agent; provided, however, that the Issuer and the Escrow Agent may, without the consent of, or notice to, such holder, enter into such agreements supplemental to this Agreement as shall not adversely affect the rights of such holder and as shall not be inconsistent with the terms and provisions of this Agreement, for any one or more of the following purposes:

- (a) to cure any ambiguity or formal defect or omission in this Agreement;
- (b) to grant, or confer upon, the Escrow Agent for the benefit of the holder of the Refunded Bond, any additional rights, remedies, powers or authority that may lawfully be granted to, or conferred upon, such holder or the Escrow Agent; and
- (c) to subject to this Agreement additional funds, securities or properties.

The Escrow Agent shall be entitled to rely exclusively upon an unqualified opinion of Bond Counsel with respect to compliance with this Section 13, including the extent, if any, to which any change, modification or addition affects the rights of the holder of the Refunded Bond, or that any instrument executed hereunder complies with the conditions and provisions of this Section 13.

14. In consideration of the services rendered by the Escrow Agent under this Agreement, the Issuer agrees to and shall pay to the Escrow Agent a one-time fee of \$_____, and promptly on receipt of an invoice to pay all reasonable, customary and ordinary expenses, charges, attorneys' fees, costs and expenses and other disbursements incurred by it in connection with publication of notices of redemption and appointment of a successor Escrow Agent hereunder. Additionally, should the Escrow Agent perform any extraordinary services not contemplated hereunder, it shall be entitled to extraordinary fees and reimbursement of any out of pocket and extraordinary costs and expenses, including, but not limited to, attorneys' fees, costs and expenses made in connection with such extraordinary services. The Escrow Agent shall have no lien whatsoever upon any amount in said Escrow Fund for the payment of such proper fees and expenses. The Issuer hereby assumes liability for, and hereby agrees (whether or not any of the transactions contemplated hereby are consummated), to the extent permitted by law, and solely from the Trust Estate under the Resolution, to indemnify, protect, save and keep harmless the Escrow Agent and its respective successors, assigns, agents and servants, from and against any and all liabilities, obligations, losses, damages, penalties, claims, actions, suits, costs, expenses

and disbursements (including reasonable legal fees and disbursements), which may be imposed on, incurred by, or asserted against, at any time, the Escrow Agent (whether or not also indemnified against the same by the Issuer or any other person under any other agreement or instrument) and in any way relating to or arising out of the execution and delivery of this Agreement, the establishment of the Escrow Fund established hereunder, the acceptance of the funds and securities deposited hereunder, and any payment, transfer or other application of funds or securities by the Escrow Agent in accordance with the provisions of this Agreement; provided, however, that the Issuer shall not be required to indemnify the Escrow Agent against its own gross negligence or willful misconduct. In no event shall the Issuer be liable to any person by reason of the transactions contemplated hereby other than to the Escrow Agent as set forth in this Section. The indemnities contained in this Section shall survive the termination of this Agreement or the sooner resignation or removal of the Escrow Agent.

The Escrow Agent undertakes to perform only such duties as are expressly set forth herein. The duties and responsibilities of the Escrow Agent hereunder shall be determined solely by the express provisions of this Agreement, and no further duties or responsibilities shall be implied. The Escrow Agent shall not have any liability under, nor duty to inquire into the terms and provisions of, any agreement or instructions, other than as outlined in the Agreement. The Escrow Agent shall conclusively rely and shall be fully protected in acting or refraining from acting upon any written notice, instruction or request furnished to it hereunder and believed by it to be genuine and to have been signed or presented by the proper party or parties. The Escrow Agent shall be under no duty to inquire into or investigate the validity, accuracy or content of any such document. The Escrow Agent in its capacity as Escrow Agent hereunder shall not have any liability for any loss sustained as a result of any investment made pursuant to this Agreement or as a result of any directed liquidation of any investment prior to its maturity. The Escrow Agent shall have no duty to solicit any payments that may be due it hereunder. The Escrow Agent shall not incur any liability for following the instructions herein contained or expressly provided for, or written instructions given by the parties hereto. In the administration of this Escrow Agreement and the Escrow Fund hereunder, the Escrow Agent may execute any of its powers and perform its duties hereunder directly or through agents or attorneys, and may consult with counsel, accountants and other skilled persons to be selected and retained by it. The Escrow Agent shall not be liable for anything done, suffered or omitted in good faith by it in accordance with the advice or opinion of any such counsel, accountants or other skilled persons. Any payment obligation of the Escrow Agent shall be paid from, and is limited to funds available, established and maintained hereunder and the Escrow Agent shall not be required to expend its own funds for the performance of its duties under this Agreement. The Escrow Agent shall not be liable for any action taken or neglected to be taken in performing or attempting to perform its obligations hereunder other than for its negligence or willful misconduct. Anything in this Agreement to the contrary notwithstanding, in no event shall the Escrow Agent be liable for special, indirect or consequential loss or damage of any kind whatsoever (including but not limited to lost profits), even if the Escrow Agent has been advised of such loss or damage and regardless of the form of action. The Escrow Agent shall not be responsible or liable for any failure or delay in the performance of its obligations under this Agreement arising out of or caused, directly or indirectly, by circumstances beyond its reasonable control, including, without limitation, acts of God; earthquakes; fire; flood; hurricanes or other storms; wars; terrorism; similar military disturbances; sabotage; epidemic; pandemic; riots; interruptions; loss or malfunctions of utilities, computer (hardware or software) or

communications services; accidents; labor disputes; acts of civil or military authority or governmental action; it being understood that the Escrow Agent shall use commercially reasonable efforts which are consistent with accepted practices in the banking industry to resume performance as soon as reasonably practicable under the circumstances.

The Escrow Agent may act without liability, upon any written notice, request, waiver, opinion, consent, certificate, receipt, authorization, power of attorney, or other instrument or document which the Escrow Agent in good faith believes to be genuine and to be what it purports to be and the Escrow Agent shall be under no duty to make an investigation or inquiry as to matters contained in any such instrument or document.

15. On or before December 1, 20____, the Escrow Agent shall forward, in writing, to the Issuer, a statement in detail of the deposit and withdrawal of money from the Escrow Fund, since the date of this Agreement.

16. The Escrow Agent, at the time acting hereunder, may at any time resign and be discharged from the duties and obligations hereby created by giving not less than twenty (20) days' written notice to the Issuer and mailing notice thereof, specifying the date when such resignation will take effect to the holder of the Refunded Bond then outstanding, but no such resignation shall take effect unless a successor Escrow Agent shall have been appointed by the holder of the Refunded Bond then outstanding or by the Issuer as hereinafter provided and such successor Escrow Agent shall have accepted such appointment, in which event such resignation shall take effect immediately upon the appointment and acceptance of a successor Escrow Agent.

The Escrow Agent may be replaced at any time upon thirty (30) days' notice by an instrument or concurrent instruments in writing, delivered to the Escrow Agent and signed by the Issuer or the holder of the Refunded Bond then outstanding. Such instrument shall provide for the appointment of a successor Escrow Agent, which appointment shall occur simultaneously with the removal of the Escrow Agent.

In the event the Escrow Agent hereunder shall resign or be removed, or be dissolved, or shall be in the course of dissolution or liquidation, or otherwise become incapable of acting hereunder, or in case the Escrow Agent shall be taken under the control of any public officer or officers, or of a receiver appointed by a court, a successor may be appointed by the holder of the Refunded Bond then outstanding by an instrument or concurrent instruments in writing, signed by such holder, or by its attorneys in fact, duly authorized in writing; provided, nevertheless, that in any such event, the Issuer shall appoint a temporary Escrow Agent to fill such vacancy until a successor Escrow Agent shall be appointed by the holder of the Refunded Bond then outstanding in the manner above provided, and any such temporary Escrow Agent so appointed by the Issuer shall immediately and without further act be superseded by the Escrow Agent so appointed by such holder. The Issuer shall mail notice of any such appointment made by it at the times and in the manner described in the first paragraph of this Section 16.

In the event that no appointment of a successor Escrow Agent or a temporary successor Escrow Agent shall have been made by such holder or the Issuer pursuant to the foregoing provisions of this Section 16 within twenty (20) days after written notice of resignation of the

Escrow Agent has been given to the Issuer, the holder of the Refunded Bond or any retiring Escrow Agent may apply to any court of competent jurisdiction for the appointment of a successor Escrow Agent, and such court may thereupon, after such notice, if any, as it shall deem proper, appoint a successor Escrow Agent.

No successor Escrow Agent shall be appointed unless such successor Escrow Agent shall be a corporation with trust powers organized under the banking laws of the United States or any State, and shall have at the time of appointment capital and surplus of not less than \$20,000,000.

In the event of replacement or resignation of the Escrow Agent, the Escrow Agent shall have no further liability hereunder and the Issuer shall pay any applicable termination fees and expenses and indemnify and hold harmless the Escrow Agent from any such liability, including costs or expenses (including legal fees, costs and expenses) incurred by Escrow Agent or its counsel.

Every successor Escrow Agent appointed hereunder shall execute, acknowledge and deliver to its predecessor and to the Issuer an instrument in writing accepting such appointment hereunder and thereupon such successor Escrow Agent, without any further act, deed or conveyance, shall become fully vested with all the rights, immunities, powers, duties and obligations of its predecessor; but such predecessor shall nevertheless, on the written request of such successor Escrow Agent or the Issuer execute and deliver an instrument transferring to such successor Escrow Agent all the estates, properties, rights, and powers of such predecessor hereunder; and every predecessor Escrow Agent shall deliver all securities and moneys held by it to its successor; provided, however, that before any such delivery is required to be made, all fees, advances and expenses of the retiring or removed Escrow Agent shall be paid in full. Should any transfer, assignment or instrument in writing from the Issuer be required by any successor Escrow Agent for more fully and certainly vesting in such successor Escrow Agent the estates, rights, powers and duties hereby vested or intended to be vested in the predecessor Escrow Agent, any such transfer, assignment and instruments in writing shall, on request, be executed, acknowledged and delivered by the Issuer.

Any corporation into which the Escrow Agent, or any successor to it in the escrow created by this Agreement, may be merged or converted or with which it or any successor to it may be consolidated, or any corporation resulting from any merger, conversion, consolidation or tax-free reorganization to which the Escrow Agent or any successor to it shall be a party shall be the successor Escrow Agent under this Agreement without the execution or filing of any paper or any other act on the part of any of the parties hereto, anything herein to the contrary notwithstanding.

17. Except as otherwise provided herein, this Agreement shall terminate when all transfers and payments required to be made by the Escrow Agent under the provisions hereof shall have been made. Upon such termination, all moneys remaining in the Escrow Fund shall be released to the Issuer for deposit to the Revenue Fund under the Resolution.

18. The Issuer acknowledges that to the extent the regulations of the Comptroller of the Currency or other applicable regulatory entity grant the Issuer the right to receive individual confirmations of security transactions at no additional cost, as they occur, the Issuer specifically

waives receipt of such confirmations to the extent permitted by law. The Escrow Agent will furnish the Issuer monthly cash transaction statements that include detail for all investment transactions made by the Escrow Agent hereunder.

19. This Agreement shall be governed by the applicable laws of the State of Florida, with regard to conflict of law principles.

20. If any one or more of the covenants or agreements provided in this Agreement on the part of the Issuer or the Escrow Agent to be performed should be determined by a court of competent jurisdiction to be contrary to law, such covenant or agreement shall be deemed and construed to be severable from the remaining covenants and agreements herein contained and shall in no way affect the validity of the remaining provisions of this Agreement.

21. This Agreement may be executed in several counterparts, all or any of which shall be regarded for all purposes as one original and shall constitute and be but one and the same instrument. The transactions described herein may be conducted and related documents may be sent and stored by electronic means.

22. Any notice, authorization, request or demand required or permitted to be given in accordance with the terms of this Agreement shall be in writing and sent by registered or certified mail addressed to:

U.S. Bank National Association
500 West Cypress Creek Road, Suite 460
Fort Lauderdale, Florida 33309
Attention: Corporate Trust

City of Lake Worth Beach, Florida
7 North Dixie Highway
Lake Worth Beach, Florida 33460
Attention: Mayor

SIGNATURE PAGE OF THE ISSUER FOR
ESCROW DEPOSIT AGREEMENT

IN WITNESS WHEREOF, the parties hereto have made and executed this Escrow Deposit Agreement to be executed by their duly authorized officers or agents and appointed officials and, in the case of the Issuer, its seal to be hereunder affixed and attested as of the date first above written.

LAKE WORTH BEACH CITY COMMISSION

Pam Triolo, Mayor

ATTEST:

Deborah M. Andrea, CMC, City Clerk

APPROVED AS TO FORM:

Nabors, Giblin & Nickerson, P.A.

SIGNATURE PAGE OF THE ESCROW AGENT FOR
ESCROW DEPOSIT AGREEMENT

IN WITNESS WHEREOF, the parties hereto have made and executed this Escrow Deposit Agreement to be executed by their duly authorized officers and appointed officials and, in the case of the Issuer, its seal to be hereunder affixed and attested as of the date first above written.

U.S. BANK, NATIONAL ASSOCIATION, as
Escrow Agent

By: _____
Title: Authorized Officer

SCHEDULE A

INITIAL ESCROW SECURITIES

<u>Maturity Date</u>	<u>Type</u>	<u>Interest Rate</u>	<u>Par Amount</u>
	SLGS		
	SLGS		

SCHEDULE B

REFUNDED BOND

Date	Principal	Interest	Principal Redeemed	Total
<hr/>				
<hr/>				
<hr/>				

NOTICE OF REDEMPTION

**City of Lake Worth Beach, Florida
Utility System Refunding Revenue Bond, Series 2013**

NOTICE IS HEREBY GIVEN on behalf of the City of Lake Worth Beach, Florida (the "County") pursuant to that certain Resolution No. 27-2013, adopted April 16, 2013 (the "Resolution"), that the County's outstanding Utility System Refunding Revenue Bond, Series 2013 (the "Refunded Bond"), which was originally issued on April __, 2013, shall be redeemed, prior to its stated maturity, on _____ (the "Redemption Date"), at a redemption price equal to 100% of the principal amount thereof, together with interest accrued thereon to the Redemption Date.

Payment of the Redemption Price of such Refunded Bond shall become due and payable on the Redemption Date and shall be paid by wire transfer of U.S. Bank, National Association, as escrow agent. Interest on such Refunded Bond will cease to accrue from and after the Redemption Date.

U.S. BANK, NATIONAL ASSOCIATION,
as Escrow Agent

By: _____

Dated: _____