



**AGENDA**  
**CITY OF LAKE WORTH BEACH**  
**REGULAR CITY COMMISSION MEETING – ADDITIONS/REORDERING**  
**CITY HALL COMMISSION CHAMBER**  
**TUESDAY, SEPTEMBER 20, 2022 - 6:00 PM**

The following items were added to the agenda:

**PRESENTATIONS:**

A. Proclamation declaring September 15-October 15, 2022 as Hispanic Heritage Month

**NEW BUSINESS:**

F. City of Lake Worth Beach Electric Utility Apprenticeship Program

G. [Creation of Utility Payment Plans](#)

H. [Resolution No. 78-2022 – Establishment of a Public Education Fund](#)

I. [Resolution No. 79-2022 – FY 2022 Budget Transfer](#)

The following items have been reordered:

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

B. [Presentation by Lourdes M. Figueroa, Victim Advocate Violent Crimes Division, PBSO](#)

C. [Presentation from Suzanne Cabrera, President and CEO, of the Housing Leadership Council of Palm Beach County, on the status of affordable and workforce housing initiatives and study for Palm Beach County](#)

The City Commission has adopted Rules of Decorum for Citizen Participation (See Resolution No. 25-2021). The Rules of Decorum are posted within the City Hall Chambers, City Hall Conference Room, posted online at: <https://lakeworthbeachfl.gov/government/virtual-meetings/>, and available through the City Clerk's office. Compliance with the Rules of Decorum is expected and appreciated.

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

# EXECUTIVE BRIEF REGULAR MEETING

**AGENDA DATE:** September 20,2022

**DEPARTMENT:** Electric Utility

**TITLE:**

City of Lake Worth Beach Electric Utility Apprenticeship Program

**SUMMARY:**

Providing opportunity to the City Commission to discuss the City of Lake Worth Beach Electric Utility Apprenticeship Program

- Supplement – Apprentice Program Cost Analysis Spreadsheet
- Standards of Apprenticeship for the City of Lake Worth Beach Utilities

**BACKGROUND AND JUSTIFICATION:**

This report provides the City Commissioners an opportunity to review and discuss the City of Lake Worth Beach Electric Utility Apprenticeship Program.

The City of Lake Worth Beach Electric Utility Apprenticeship Program was initiated to produce quality Line Erectors and Electric Meter Repair Personnel, as at the time, the Electric Utility was having issues hiring personnel. The program was started May, 2013.

The program is Florida Department of Education Division of Career and Adult Education Certified and administered through the Broward County School District and Atlantic Technical College. It is an intense 4-year program where each Apprentice is required to complete 144 hours of classroom instruction per year for a total of 432 hours and 2,000 hours of on the job training (OTJ) per year for a total of 6,000 hours. The program is audited by the Department of Education a minimum of one time a year, to include all Meeting Minutes, Record Keeping, Testing Scores, Practical Scores, Apprentice Progression (Evaluations), Classroom Hours and OJT Hours.

The initial program started with 5 apprentices, 3 of which failed and left the City, and were subsequently replaced with 3 additional hires. The first class graduated 5 apprentices in November 2016. Four are still employed with City. Two of the four have been promoted to a higher classification of Trouble Truck. One has been promoted to the higher classification of Foreperson. One moved on to another company after meeting the two-year program requirement of maintaining employment with the City. The second class started in January of 2017 and graduated 4 apprentices in January of 2021, all of which are still employed with the City. All of our apprentices who have graduated are exceptional line workers.

The current Line Erector program is instructed by our Senior Foreperson, who has been cleared and background checked through the Florida Department of Education. The Meter Repair Program Classroom training occurs for 2 hours on a weekday, bi-weekly, with practical training occurring for 5 hours, bi-weekly on Saturdays.

Year 1 of the program, the apprentices work as ground persons, while learning truck operations, first aid, CPR/AED, pole climbing, knot tying and other related basic activities. Year 2 begins

with Classroom, Practicals and OJT, including and up to working Energized Secondary Voltages. Year 3, continues with Classroom, Practicals and OJT, including and up to working De-Energized Primary Voltages. Year 3 continues with Classroom, Practicals and OJT, and allows for all Energized Voltages to be worked.

Costs to produce one Qualified Line Erector through the 4-year program, including equipping the apprentice and administrative costs is currently \$537,899.00.

**DIRECTION:**

Discussion of strategies, priorities and potential funding sources

**MOTION:**

N/A

**ATTACHMENT(S):**

Fiscal Impact Analysis – N/A  
Apprentice Program cost analysis spreadsheet  
Standards of Apprenticeship

**Scenario 1 In House Apprenticeship**

Apprentice	amount	CBA 10/01/2022 hourly wages		apprentice classroom for 2 hours 2 Wednesdays / month + apprentice practical's for 5 hours 2 Saturdays / month	total	estimated benefits 35%	total 1 apprentice	total 4 apprentice
		hrly rate	hours in the year					
year 1 hrly wage 1st 6mos	1.00	27.60	1040.00	84.00	31022.40	10857.84	41880.24	167520.96
year 1 hrly wage 2nd 6mos	1.00	29.91	1040.00	84.00	33618.84	11766.59	45385.43	181541.74
Instructor hrly rate 48.3 * 1.5 OT	1.00	72.56	2080.00	168.00	12189.24	4266.23	16455.47	16455.47
administration costs i.e. record keeping, committee mtgs, etc		550.00		5.00	2750.00	962.50	3712.50	3712.50
apprentice tools, climbing gear, boots, and fire retardant clothing		3000.00			3000.00		3000.00	12000.00
rebuild the training yard - one time expense	1.00	5000.00		1.00	5000.00		5000.00	5000.00
<b>year 1 total</b>							<b>115433.65</b>	<b>386230.67</b>
CBA 10/01/2023 hourly wages								
year 2 hrly wage 1st 6mos	1.00	33.18	1040.00	84.00	37294.32	13053.01	50347.33	201389.33
year 2 hrly wage 2nd 6mos	1.00	35.55	1040.00	84.00	39958.20	13985.37	53943.57	215774.28
Instructor hrly rate 49.82 * 1.5 OT	1.00	74.73	2080.00	168.00	12554.64	4394.12	16948.76	16948.76
administration costs i.e. record keeping, committee mtgs, etc		550.00		5.00	2750.00	962.50	3712.50	3712.50
apprentice tools, boots, and fire retardant clothing		1500.00			1500.00		1500.00	6000.00
<b>year 2 total</b>							<b>126452.17</b>	<b>443824.87</b>
negotiations of CBA utilizing current CBA rates								
year 3 hrly wage 1st 6mos	1.00	37.92	1040.00	84.00	42622.08	14917.73	57539.81	230159.23
year 3 hrly wage 2nd 6mos	1.00	40.28	1040.00	84.00	45274.72	15846.15	61120.87	244483.49
Instructor hrly rate 49.82 * 1.5 OT	1.00	74.73	2080.00	168.00	12554.64	4394.12	16948.76	16948.76
administration costs i.e. record keeping, committee mtgs, etc		550.00		5.00	2750.00	962.50	3712.50	3712.50
apprentice tools, boots, and fire retardant clothing		1500.00			1500.00		1500.00	6000.00
<b>year 3 total</b>							<b>140821.94</b>	<b>501303.98</b>
negotiations of CBA utilizing current CBA rates								
year 4 hrly wage 1st 6mos	1.00	42.65	1040.00	84.00	47938.60	16778.51	64717.11	258868.44
year 4 hrly wage 2nd 6mos	1.00	45.02	1040.00	84.00	50602.48	17710.87	68313.35	273253.39
Instructor hrly rate 49.82 * 1.5 OT	1.00	74.73	2080.00	168.00	12554.64	4394.12	16948.76	16948.76
administration costs i.e. record keeping, committee mtgs, etc		550.00		5.00	2750.00	962.50	3712.50	3712.50
apprentice tools, boots, and fire retardant clothing		1500.00			1500.00		1500.00	6000.00
<b>year 4 total</b>							<b>155191.72</b>	<b>558783.10</b>
Possible Additional Equipment - accomodate in year budget due to lead times								
Forperson Truck	1.00	40000.00			40000.00		40000.00	40000.00
55' bucket Truck	1.00	271000.00			271000.00		271000.00	542000.00
<b>total</b>							<b>311000.00</b>	<b>582000.00</b>
negotiations of CBA utilizing current CBA rates								
Upon Successful Graduation apprentice becomes a lineman top out no OT included	1.00	47.39	2080		98571.20	34499.92	133071.12	532284.48

\$ 1,890,142.62

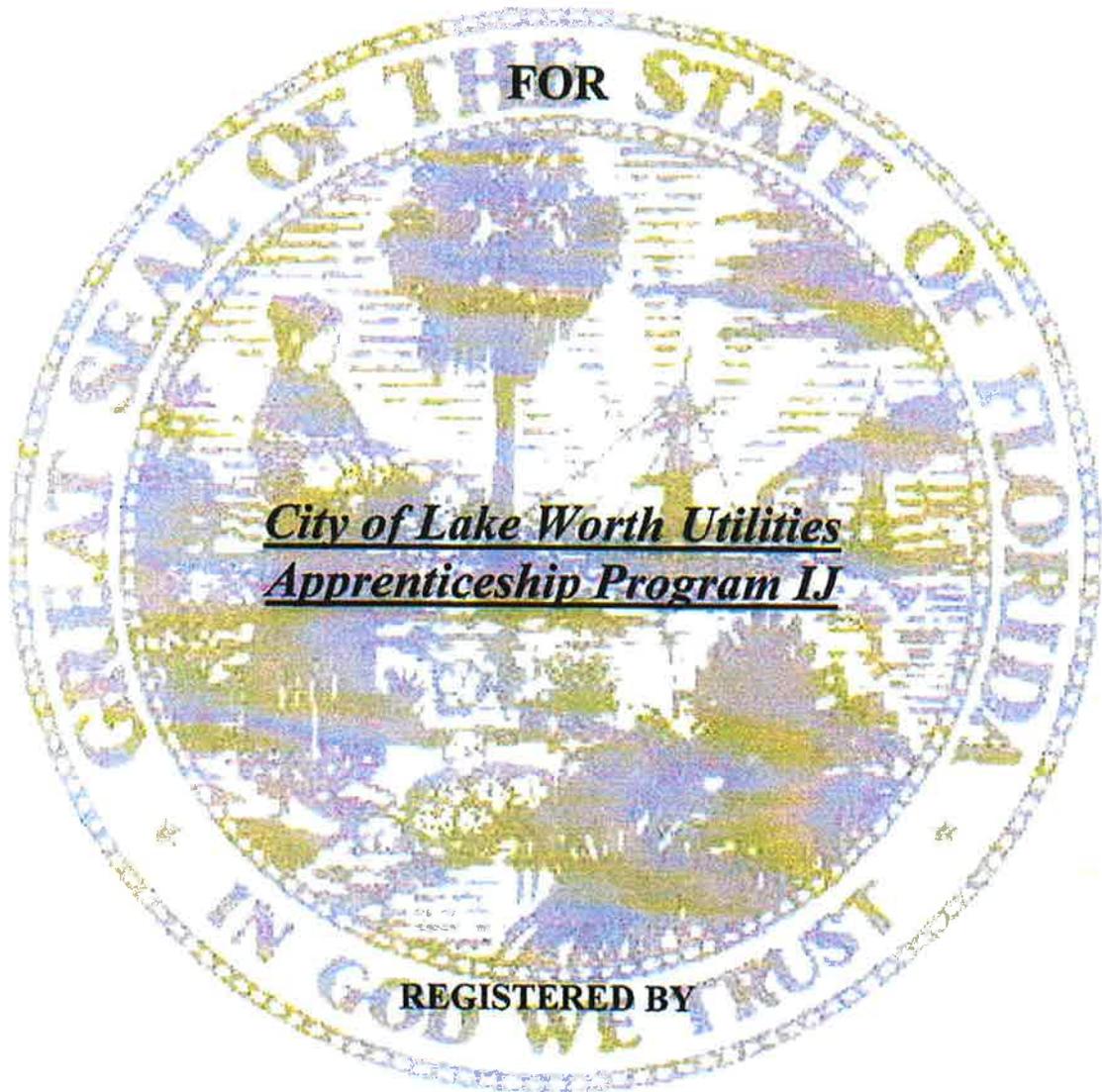
Scenario 2 - send apprentice to school and OJT performed on site

Apprentice	amount	CBA 10/01/2022 hourly wages hrly rate	hours in the year	classroom for 2 hours 2 Wednesdays / month + apprentice practical's for 5 hours 2 Saturdays	total	estimated benefits 35%	total 1 apprentice	total 4 apprentice
year 1 hrly wage 1st 6mos	1.00	27.60	1040.00	84.00	31022.40	10857.84	41880.24	167520.96
year 1 hrly wage 2nd 6mos	1.00	29.91	1040.00	84.00	33618.84	11766.59	45385.43	181541.74
school cost	1.00	1500.00		1.00	1500.00		1500.00	6000.00
administration costs i.e. record keeping, committee mtgs, etc		550.00		2.60	1430.00	500.50	1930.50	1930.50
apprentice tools, climbing gear, boots, and fire retardant clothing		3000.00			3000.00		3000.00	12000.00
rebuild the training yard - one time expense	1.00	5000.00		1.00	5000.00		5000.00	5000.00
<b>year 1 total</b>							<b>98696.17</b>	<b>373993.20</b>
CBA 10/01/2023 hourly wages								
year 2 hrly wage 1st 6mos	1.00	33.18	1040.00	84.00	37294.32	13053.01	50347.33	201389.33
year 2 hrly wage 2nd 6mos	1.00	35.55	1040.00	84.00	39958.20	13985.37	53943.57	215774.28
school cost	1.00	1500.00		1.00	1500.00		1500.00	6000.00
administration costs i.e. record keeping, committee mtgs, etc		550.00		2.50	1375.00	481.25	1856.25	1856.25
apprentice tools, boots, and fire retardant clothing		1500.00			1500.00		1500.00	6000.00
<b>year 2 total</b>							<b>109147.15</b>	<b>431019.86</b>
negotiations of CBA utilizing current CBA rates								
year 3 hrly wage 1st 6mos	1.00	37.92	1040.00	84.00	42622.08	14917.73	57539.81	230159.23
year 3 hrly wage 2nd 6mos	1.00	40.28	1040.00	84.00	45274.72	15846.15	61120.87	244483.49
school cost	1.00	1500.00		1.00	1500.00		1500.00	6000.00
administration costs i.e. record keeping, committee mtgs, etc		550.00		2.50	1375.00	481.25	1856.25	1856.25
apprentice tools, boots, and fire retardant clothing		1500.00			1500.00		1500.00	6000.00
<b>year 3 total</b>							<b>123516.93</b>	<b>488498.97</b>
negotiations of CBA utilizing current CBA rates								
year 4 hrly wage 1st 6mos	1.00	42.65	1040.00	84.00	47938.60	16778.51	64717.11	258868.44
year 4 hrly wage 2nd 6mos	1.00	45.02	1040.00	84.00	50602.48	17710.87	68313.35	273253.39
school cost	1.00	1500.00		1.00	1500.00		1500.00	6000.00
administration costs i.e. record keeping, committee mtgs, etc		550.00		2.50	1375.00	481.25	1856.25	1856.25
apprentice tools, boots, and fire retardant clothing		1500.00			1500.00		1500.00	6000.00
<b>year 4 total</b>							<b>137886.71</b>	<b>545978.08</b>
Possible Additional Equipment - accomodate in year budget due to lead times								
Forperson Truck	1.00	40000.00			40000.00		40000.00	40000.00
55' bucket Truck	1.00	190000.00			190000.00		190000.00	380000.00
<b>total</b>							<b>230000.00</b>	<b>420000.00</b>
negotiations of CBA utilizing current CBA rates								
Upon Successful Graduation apprentice becomes a lineman top out no OT included	1.00	47.39	2080		98571.20	34499.92	133071.12	532284.48

\$ 1,839,490.11

# STANDARDS OF APPRENTICESHIP

FOR



*City of Lake Worth Utilities*  
*Apprenticeship Program IJ*

REGISTERED BY

FLORIDA DEPARTMENT OF EDUCATION  
DIVISION OF CAREER AND ADULT EDUCATION –  
APPRENTICESHIP

# Standards of Apprenticeship

For

Occupation / Trade	Term of Training in Hours	NAICS Code	DOT Code	RAPIDS Code (4 digit trade #)	SOC Code
Line Erector (Lineman)	6000	238210	821-361-018	0281	49-9051.00
Electric Meter Repairer	7200	238210	729-281-014	0151	49.9012.00

## PROGRAM SPONSOR

City of Lake Worth Utilities Apprenticeship Program, II

## JURISDICTIONAL AREA

Palm Beach County  
(Counties)

Time Based Program:	<input checked="" type="checkbox"/>	Yes	<input type="checkbox"/>	No
Competency Based Program:	<input type="checkbox"/>	Yes	<input checked="" type="checkbox"/>	No
Hybrid Program:	<input type="checkbox"/>	Yes	<input checked="" type="checkbox"/>	No
VA Approval Requested:	<input checked="" type="checkbox"/>	Yes	<input type="checkbox"/>	No
Vocational Education Linkage:	<input checked="" type="checkbox"/>	Yes	<input type="checkbox"/>	No

SIGNATURE PAGE

PROGRAM NAME: City of Lake Worth Utilities Apprenticeship Program. IJ

ADDRESS: 1900 2<sup>nd</sup> Avenue North

PHONE: 561-586-1740

EMAIL ADDRESS: avickers@lakeworth.org

Anthony Vickers      5/10/13  
Chairman [\*]                      Date

Debbie Jackson      5/10/13  
Secretary [\*\*]                      Date

COMMITTEE MEMBERS

*[Print Name, Title, and Affiliation for Each. Designate Labor or Management if this is a Joint Program]*

Management

Labor

Anthony Vickers  
Anthony Vickers, City of Lake Worth Utilities  
MEMBER [\*]

Debbie Jackson  
Debbie Jackson, IBEW 359-3 Local Union  
MEMBER [\*\*]

Clay Lindstrom  
Clay Lindstrom, City of Lake Worth Utilities  
MEMBER

Andy Mullarkey  
Andy Mullarkey, IBEW 359-3 Local Union  
MEMBER

Joel Rutsky  
Joel Rutsky, City of Lake Worth Utilities  
MEMBER

Reynaldo Rodriguez  
Reynaldo Rodriguez, IBEW 359-3 Local Union  
MEMBER

Robert Beckel  
Robert Beckel, City of Lake Worth Utilities  
MEMBER

Samuel Jackson  
Samuel Jackson, IBEW 359-3 Local Union  
MEMBER

SIGNATURE AUTHORITY

FOR COMMITTEE Anthony Vickers

Name (Please Type)

Anthony Vickers  
(Signature)

Title: Safety and Environmental Manager

Affiliation: City of Lake Worth Utilities

REVIEWED BY:

Darvey Hillson OMC-I  
Name  
Apprenticeship & Training Representative

5/10/13  
Date

REVIEWED

APPROVED

REGISTERED

FLORIDA DEPARTMENT OF EDUCATION  
DIVISION OF CAREER AND ADULT EDUCATION - APPRENTICESHIP

Ken O'Keefe  
Authorized Official - Registration Agency

5/16/2013  
Date

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## DEFINITIONS

1. Gender Reference - all references in these standards to the male gender are used for convenience only and shall be construed to include both male and female.
2. Apprentice - means a person at least 18 of age who is engaged in learning a recognized skilled trade through actual work experience under the supervision of journeymen, which training should be combined with properly-coordinated studies of related technical and supplementary subjects, and who has entered into a written agreement, hereafter called an apprentice agreement, with a registered apprenticeship sponsor who may be either an employer, an association of employers, or a local joint apprenticeship committee. **6A-23.002(1) FAC**
3. Apprenticeship Agreement - means a written agreement between an apprentice and either his participating employer or an apprenticeship committee acting as agent for participating employer(s), which contains the terms and conditions of the employment and training of the apprentice. **6A-23.002(2) FAC**
4. Apprenticeship Committee - means those persons designated by the sponsor to administer the program. **6A-23.002(14) FAC**
5. Apprenticeship Representative - is an individual representative of the Florida Department of Education, properly authorized to act on behalf of the Department in matters concerning apprenticeship, preapprenticeship, and on-the-job training. **6A-23.002 (4) FAC**
6. Apprenticeship Standards - means the minimum requirements established uniformly for each craft under which an apprenticeship program is administered and includes standards of admission, training goals, training objectives, curriculum outlines, and objective standards to measure successful completion of the apprenticeship program and shall mean this entire document, including these definitions. **6A-23.002 (5) FAC**
7. Journeyworker - means a person working in an apprenticeable occupation who has successfully completed a registered apprenticeship program or who has worked the number of years required by established industry practices for the particular trade or occupation. Use of the term may also refer to a mentor, technician, specialist or other skilled worker who has documented sufficient skills and knowledge of an occupation, either through formal apprenticeship or through practical on-the-job experience and formal training. As defined in Chapter 6A-23, F.A.C., journeyworker applies to ratios, wage surveys and qualified apprenticeship trainers. The term "journeyworker" is synonymous with "journeyman" as defined in Section 446.021(4), F.S. **6A-23.002 (12) FAC**
8. Jurisdiction - means the specific geographical area for which a particular program is registered. **446.021(11) FS**
9. On-the-Job-Training - (OJT) - means supervised trade-specific employment. OJT becomes a monitoring responsibility of the sponsor. OJT training providers must be participating employers. **6A-23.002 (15)**
10. Participating Employer -- means a business entity which: (a) is actively engaged by and through its own employees in the actual work of the occupation being apprenticed; (b) employs, hires and pays the wages of the apprentice and the journeyworker serving as qualified training personnel training the apprentice; (c) evaluates the apprentice, and (d) is signatory party to a collective bargaining agreement or signatory to a participating employer agreement with the program sponsor which will be registered with the Registration Agency in the Department. **6A-23.002(16) FAC**
11. Registration Agency - the term "Department" and "Registration Agency" are synonymous and shall mean the, Division of Career and Adult Education - Apprenticeship, Florida Department of Education. **6A-23.002(3) and 6A-23.004(2) (p) FAC**

12. Sponsor - means any person, association, committee, or organization operating an apprenticeship program and in whose name or title the program is or is to be registered, irrespective of whether such entity is an employer. 6A-23.002(21) FAC

### CONFORMANCE WITH STATE AND FEDERAL LAWS

No section of these standards shall be construed to permit violation of any law or regulation of the State of Florida or the United States. This program shall adhere to all local, state and federal laws pertaining to apprenticeship, which include but may not be limited to - Chapter 446, Florida Statutes; Chapter 6A-23, Florida Administrative Code; Title 29 Code of Federal Regulations, Part 29; and Title 29 Code of Federal Regulations, Part 30.

### REGISTRATION OF APPRENTICESHIP PROGRAM

These standards shall be submitted to the Servicing Representative in the area to review and forward to the Registration Agency for approval and registration. Upon approval by the Registration Officer, the apprenticeship program shall be issued a Certificate of Registration, which shall remain effect; subject to the Apprenticeship Committee's adherence to the conditions of these rules. Prospective apprentices will be given the opportunity to read these standards before they sign the Apprenticeship Agreement.

An apprenticeship program may be registered in one or more occupations simultaneously or individually with the provision that the program sponsor shall, within one (1) year of registration, be actively training apprentices on the job in each occupation for which registration is granted. Each occupation for which a program sponsor holds registration shall be subject to cancellation if no active training of apprentices has occurred within one (1) year. 6A-23.003 FAC

#### **Section I**      COMPOSITION OF THE COMMITTEE

The apprenticeship committee shall be composed of 8 member representatives of the participating employers. The committee shall include a Chairman and a Secretary. The Committee shall meet quarterly and as often as necessary to conduct business. The committee shall determine such matters as a quorum, and the time and place of regular and special meetings.

#### **Section II**      DUTIES OF THE COMMITTEE

- 1) Screen and select applicants for apprenticeship.
- 2) Maintain all records for a period of at least five (5) years.
- 3) Determine credit to be granted (if any) to applicants for previous experience or education, according to policy stated in this document.
- 4) Enter into apprenticeship agreements between the apprentice and the committee as program sponsor and to submit these agreements to the Apprenticeship Representative of the Registration Agency for registration.
- 5) Maintain a record of each apprentice's training progress on-the-job and in related classroom instruction.
- 6) Review regular progress reports for apprentices and recommend such actions as appropriate.

- 7) Arrange tests for determining the apprentice's progress in manipulative skills and technical knowledge.
- 8) Notify the Registration Agency of any other apprentice actions including registrations, reinstatements, cancellations, and repeat periods.
- 9) Notify the Registration Agency when apprentices have satisfactorily completed their apprenticeship and to request the issuance of a Certificate of Completion to such apprentices.
- 10) Provide for continuous employment of apprentices insofar as possible.
- 11) Secure, if applicable, Participating Employer agreements from designated employers and notify the Registration Agency by copy.
- 12) Hear and adjust complaints of violations, and make rulings as deemed necessary.
- 13) Recommend such changes in the program as are deemed necessary to improve effectiveness and efficiency.
- 14) Notify the Registration Agency's Apprenticeship Representative of all apprenticeship committee meetings and make available, upon request, the official minutes of such meetings.
- 15) Provide apprenticeship records for review, upon request of the Apprenticeship Representative.
- 16) In general, be responsible for the successful operation of the program and the welfare of the apprentices by performing the duties listed herein.

### **Section III RESPONSIBILITIES OF THE APPRENTICE**

- 1) Work faithfully and diligently at the occupation.
- 2) Complete promptly and carefully all lessons, assignments and school tests required by the committee.
- 3) Protect the property of the employer.
- 4) Respect and comply with all rules, regulations and policies of the employer affecting their employment.
- 5) Keep adequate records of work experience and related instruction as required by the committee and submit properly completed records to the committee in a timely manner.

### **Section IV SUPERVISION OF APPRENTICES AND HOURS OF WORK**

Apprentices when engaged in on-the-job training shall be under the direct supervision of a journeyworker.

The hours of work for apprentices shall be the same as those for journeyworkers in the occupation covered by these standards and in conformity with State and Federal Laws. In assigning work to apprentices, however, due consideration shall be given to the variety of operations necessary to develop their occupational skills.

Overtime will not interfere with the apprentice's attendance in related technical instruction. 6A-23.004(1) FAC

**Section V      WORK PROCESS**

The employer agrees to provide the apprentice adequately supervised instruction and work experience of which a record will be kept and periodically evaluated, in accordance with the work process outline.

Work experience will be provided in approximately the number of hours shown, but not necessarily in the order shown on Page(s) 14. 6A-23.004(2) (c) FAC

**Section VI      TERM OF APPRENTICESHIP**

The term of apprenticeship shall be 6000 hours, approximately 36 months, of continuous on the job employment (including the probationary period). Hours for related instruction are excluded from those in OJT. 6A-23.004(2) (b) FAC

**Section VII      RELATED INSTRUCTION**

Apprentices employed under these standards shall be required to complete a minimum of 144 hours each year of supplemental instruction in technical subjects related to the occupation.

In case of failure, without due cause, on the part of the apprentices to fulfill their obligations as to school attendance and conduct, the committee shall take necessary disciplinary action.

A related instruction outline for the occupation(s) will be defined by the sponsor and outlined as part of these standards on Page(s) 15. 6A-23.004(2) (d) FAC

**Related Instruction Delivery Method (mark only one):**

- |   |   |
|---|---|
| <input checked="" type="checkbox"/> Sponsor's Classroom | <input type="checkbox"/> Employer's Shop                    |
| <input type="checkbox"/> Vocational Education Classroom | <input type="checkbox"/> Community College Classroom        |
| <input type="checkbox"/> Correspondence Course          | <input type="checkbox"/> Other (i.e. Electronic Media, etc) |

**Related Instruction Provider Type (select all that apply):**

- |  |  |
|--|--|
| <input checked="" type="checkbox"/> Sponsor    | <input type="checkbox"/> Technical School  |
| <input type="checkbox"/> Vocational School     | <input type="checkbox"/> Community College |
| <input type="checkbox"/> Correspondence Course | <input type="checkbox"/> Web Based         |
| <input type="checkbox"/> Other (specify) _____ |  |

**Related Instruction hours are provided (mark only one):**

- During Work Hours       During Non-Work Hours       During Work & Non-Work Hours

Are Wages Paid to the Apprentice During Related Technical Instruction?       Yes       No

Address where related instruction classes occur:

1900 2<sup>nd</sup> Avenue, North, Lake Worth, FL,33461

**Section VIII APPRENTICE WAGE SCHEDULE**

No apprentice shall receive an hourly wage that is less than the period of training in which he is serving. The employer agrees to pay not less than the following wage rate to the apprentice during each period of apprenticeship. Wage rates are required to be expressed in percent of journeyworker's wage, and may not be less than 35% of the journeyworker's rate during the first period or less than 75% in the last period. In no event shall the apprentice wage rate be less than the minimum wage prescribed by Federal or State Law.

**Line Erector (Lineman)**

Period of Training	Percent of Journeyworker's Rate	Apprentice's Hourly Rate	Period of Training	Percent of Journeyworker's Rate	Apprentice's Hourly Rate
1 <sup>st</sup>	70%	\$20.43	6 <sup>th</sup>	95%	\$27.72
2 <sup>nd</sup>	75%	\$21.89			
3 <sup>rd</sup>	80%	\$23.34			
4 <sup>th</sup>	85%	\$24.80			
5 <sup>th</sup>	90%	\$26.26			

Journeyworker Hourly Wage Rate \$29.18, as of 10/01/2011, work week is 40 hours.

**Electric Meter Repairer**

Period of Training	Percent of Journeyworker's Rate	Apprentice's Hourly Rate	Period of Training	Percent of Journeyworker's Rate	Apprentice's Hourly Rate
1 <sup>st</sup> 900 hrs	70%	\$20.59	6 <sup>th</sup> 900 hrs	92%	\$27.06
2 <sup>nd</sup> 900 hrs	75%	\$22.06	7 <sup>th</sup> 900 hrs	94%	\$27.65
3 <sup>rd</sup> 900 hrs	80%	\$23.53	8 <sup>th</sup> 900 hrs	96%	\$28.23
4 <sup>th</sup> 900 hrs	85%	\$25.00			
5 <sup>th</sup> 900 hrs	90%	\$26.47			

Journeyworker Hourly Wage Rate \$29.41, as of 10/01/2012, work week is 40 hours.

*[joint programs]* A wage review of all active and/or current signatory members to the collective bargaining agreement has been completed on the above date to arrive at the established journeyworker hourly rate listed above. The journeyworker hourly wage rate shall be reviewed and adjusted annually or as per the collective bargaining agreement. 6A-23.004(2) (e) FAC

**Section IX APPRENTICE RECORDS**

Records of the apprentice's on-the-job work experience and related instruction shall be kept and maintained by the committee. This information shall be furnished by the apprentice from his work record.

An examination of apprentices may be given at such time as determined by the committee. In these examinations, consideration shall be given to school attendance, progress and the daily employment record of the apprentice.

All records regarding each and every apprentice shall be presented for review when requested by the Registration Agency or its authorized representative(s). 6A-23.004(2) (f) FAC

**Section X      RATIO OF APPRENTICES**

The ratio of apprentices to journeymen consistent with proper supervision, training, safety, and continuity of employment or applicable provisions in collective bargaining agreements, but in a ratio of not more than one (1) apprentice to the participating employer in each apprenticeable occupation, and two (2) apprentices for every three (3) journeymen thereafter. It shall be the responsibility of the apprenticeship committee/sponsor to ensure that the allowable ratio of apprentices to journeymen is consistently maintained in the program as a whole, by each participating employer, and on the job site. **6A-23.004(2)(g) FAC**

**Section XI     PROBATIONARY PERIOD**

Apprentices employed under these standards shall be subject to a probationary period during the first 6 months of the apprenticeship program, which cannot exceed twenty-five percent of the length of the program or one (1) year, whichever is shorter. During the probationary period, the Apprenticeship Agreement may be terminated by either party of the agreement upon written notice to the Registration Agency without stated cause. The probationary period must be reasonable in relation to the full apprenticeship term; with full credit for such period toward completion of apprenticeship. **6A-23.004(2) (h, s) FAC**

**Section XII    SAFETY**

The Apprentice shall be provided safety training both on the job site and in related technical instruction. The Participating Employer shall instruct the Apprentice in safe and healthful work practices and shall ensure that the Apprentice is trained in facilities and other environments that are in compliance with the Occupational Safety and Health Standards promulgated by the Secretary of Labor under Public Law 91-596, dated December 29, 1970, or state standards that have been found to be at least as effective. **6A-23.004(i) FAC**

**Section XIII   QUALIFICATIONS OF AN APPRENTICE**

Applicants for apprenticeship shall possess the following minimum qualifications, which are directly job related:

1. At least 18 years of age.
2. Physically capable of performing the work of the trade.
3. High School Diploma or GED
4. Florida CDL class license

**6A-23.004(j) FAC**

**Section XIV    APPRENTICESHIP AGREEMENT**

The Apprentice and the Sponsor shall sign an Apprenticeship Agreement which shall set forth the terms and conditions of employment, indicate what credit is to be granted for previous experience, if any, and shall meet the requirements of and be registered with the Registration Agency.

Every Apprenticeship Agreement entered into shall contain a clause making the terms and conditions of these standards a part of the Apprenticeship Agreement. 6A-23.004(2)(k) FAC

#### **Section XV CREDIT FOR PREVIOUS EXPERIENCE**

Credit for previous experience, training, skills or aptitude in the occupation may be allowed, such credit to be stated on the Apprenticeship Agreement. Apprentices who receive credit for previous experience or training shall be paid, upon entrance, the wage rate of the period to which such credit advances them.

The Registration Agency recognizes that the program Sponsor has authority to establish procedures for granting credit to Apprentices for previous work and/or training experience. However, to ensure consistency among program sponsors in awarding credits, the Registration Agency requires that these procedures include the following basic requirements:

- A. No more than fifty percent of the apprenticeship program duration can be awarded to an Apprentice, i.e., number of months credited to an Apprentice for prior work and/or training experience, unless the Apprentice is transferring from another registered apprenticeship program in a related trade.
- B. All credit granted of more than 1000 hours of on the job training will require an evaluation method which, at a minimum, shall incorporate the following:
  1. Consideration of time worked in the specific occupation, or in a related occupation; and
  2. Consideration of wages earned by the incoming Apprentice.
- C. Program sponsors must maintain documentation as to how credit was granted to an Apprentice for a period of five (5) years. Documentation must be made available to the Registration Agency upon request.
- D. Individuals who receive credit toward the completion of an apprenticeship program must enter a related instructional program at a level commensurate with the amount of credit awarded. Before an Apprentice who was awarded credit for prior work and/or training experience can receive an Apprenticeship Completion Certificate from the State of Florida, he shall be required to demonstrate a mastery of the same instructional material as those apprentices who have completed the entire training program.
- E. All program sponsors who want to award credit to an apprentice for a registered apprenticeship program must develop and include procedures for meeting the standards of that program and have these available for review.

Exceptions to the above policy may be granted when requested by a program sponsor and a determination is made by the Registration Agency that such exception does not undermine the quality of apprenticeship training and favors the welfare of the Apprentice. 6A-23.004(2) (l) FAC

#### **Section XVI TRANSFER OF APPRENTICES**

It shall be the duty and responsibility of the Apprenticeship Committee to provide, insofar as possible, continuous employment for all apprentices. Where it is impossible for one employer to provide the diversity of experience necessary to give the apprentice total training experience in the various branches of the occupation, or where the employer's business is of such character as not to permit reasonable continuous employment over the entire period of apprenticeship, the Apprenticeship Committee shall

have authority to transfer the Apprentice to another Participating Employer, who shall assume all the terms and conditions of these standards and the Apprentice must receive full credit for satisfactory time and training earned.

Should an Apprentice be transferred from one registered apprenticeship program to another, the Apprentice must be provided a transcript of his completed related technical instruction as well as his completed on-the-job training from the originating Sponsor. The transfer of the Apprentice must be to the same occupation. The Apprentice must be cancelled from his originating Sponsor's program and a new Apprenticeship Agreement must be executed between the Apprentice and the subsequent program sponsor and registered with the Registration Agency. 6A-23.004(2) (m) FAC

#### **Section XVII ASSURANCE OF QUALIFIED TRAINING PERSONNEL**

Every apprenticeship instructor providing related technical instruction to apprentices must meet the Florida Department of Education's requirements for a career-technical instructor per Section 1012.55 F.S., or be a subject matter expert, which is an individual who is recognized within an industry as having expertise in a specific occupation, as demonstrated by being a journeyworker, or by holding the licensure or certification required in the given occupation; and have training in teaching techniques and adult learning styles, which may occur before or after the apprenticeship instructor has started to provide the related technical instruction. 6A-23.004(2) (n) FAC

#### **Section XVIII CERTIFICATE OF COMPLETION OF APPRENTICESHIP**

Upon satisfactory completion by an Apprentice, of their term of apprenticeship, the Apprenticeship Committee will request from the Registration Agency, through the Servicing Representative, that a Certificate of Completion of Apprenticeship be awarded. 6A-23.004(2) (o) FAC

#### **Section XIX MODIFICATION OF STANDARDS**

These standards may be modified or amended at any time by action of the Apprenticeship Committee upon approval of the Registration Agency. Such amendments shall be promptly submitted to the Servicing Representative for review and shall not alter apprenticeship agreements in effect at the time of such change without the express consent of all parties to such agreement. 6A-23.003(7); FAC 6A-23.004(2) (q) FAC

#### **Section XX PROGRAM CANCELLATION AND DEREGISTRATION**

Cancellation of this program may be effected upon the voluntary action of the Sponsor by requesting such a cancellation in writing from the Registration Agency.

Deregistration of this program shall be upon written notice by the Registration Agency to the Sponsor, stating cause and instituting formal deregistration proceedings in accordance with the provisions of Chapter 6A-23.006 Florida Administrative Code.

In either event, the Sponsor shall notify the apprentices within fifteen (15) business days of the effective date of the event that will deprive the apprentices of their individual registration. 6A-23.006 FAC

**Section XXI NOTIFICATION**

The Registration Agency shall be notified through the Servicing Representative of all actions affecting apprentices, such as new indentures, suspensions, cancellations, completions, and other actions as reflected on the Apprentice Action Reporting Form. 6A-23.004(2) (r) FAC

**Section XXII ADJUSTING DIFFERENCES**

In case of dissatisfaction by the Participating Employer or the Apprentice, either party has the right and privilege of appeal to the Apprenticeship Committee for such corrective action and adjustment of such matters as come within these standards. The Apprenticeship Committee will have full authority to supervise the enforcement of these Standards. Its decision will be final and binding on the employer and the apprentice. The Registration Agency is available to receive, investigate and resolve any complaints the Apprentice has about the apprentice training program in which the Apprentice is registered.

The Apprentice and his Participating Employer shall be notified by the Sponsor within five (5) business days of the date of any proposed adverse action, with stated opportunity to the apprentice during such period for corrective action. 6A-23.004(2) (t, u) FAC

**Section XXIII MAINTENANCE OF RECORDS**

All records pertaining to the administration, selection, employment and training of apprentices shall be kept for not less than five (5) years from the date of departure from or completion of the program. The maintenance of private sector apprenticeship program records shall be the sole responsibility of the Sponsor / Apprenticeship Committee and are to be kept at the following address, which is a facility that allows and provides governmental access for auditing purposes as outlined in Ch. 119 F.S. (Florida Public Records Law): 6A-23.004(2) (v) FAC

City of Lake Worth Utilities Apprenticeship program, II  
1900 2<sup>nd</sup> Avenue, North, Lake Worth, FL. 33461

**Section XXIV LISTING OF PARTICIPATING EMPLOYERS N/A**

Each Employer wishing to participate in this registered apprenticeship program shall sign a Participating Employer's Agreement with the Sponsor, unless otherwise provided for in a collective bargaining agreement and in so doing, will accept the requirements of the program standards. The Program Sponsor shall provide an executed copy of the signed Participating Employer's Agreement to the Registration Agency and the cancellation thereof. 6A-23.004(2) (w) FAC


**Section XXV FUNDING**

City of Lake Worth Utilities Apprenticeship Program II shall be responsible for the funding of the program. 6A-23.004(2) (x) FAC

## **Section XXVI EQUAL EMPLOYMENT OPPORTUNITY PLEDGE**

The recruitment, selection, employment and training of apprentices during their apprenticeship shall be without discrimination because of race, color, religion, national origin, or sex. The Sponsor will take affirmative action to provide equal opportunity in apprenticeship and will operate the apprenticeship program as required under Title 29 of the Code of Federal Regulations, Part 30. 6A-23.004(2) (y) FAC

## **Section XXVII AFFIRMATIVE ACTION**

The Apprenticeship Committee enters this program with the understanding that it will be sincere in making a good faith effort to increase and maintain the number of minority and female apprentices necessary to at least equal the percentage of minorities and females in the area. This program consists of affirmative acts that may be altered and supplemented as experience indicates. The Apprenticeship Committee shall provide equal opportunity in apprenticeship for those indentured to or seeking entrance into this apprenticeship program for the purpose of learning the occupation.

To provide equal opportunities in the recruitment, selection, employment, training and advancement of minority and female apprentices, the committee agrees to make the following affirmative action commitments:

1. Disseminate information concerning the nature of apprenticeship, availability of apprenticeship opportunities, sources of apprenticeship applications, and the equal opportunity policy of the committee. Such information shall be disseminated at least 30 days in advance of the earliest date for application at each interval. Information will be disseminated to government employment service offices, local schools, women's centers, outreach programs, principal minority groups, women's organizations and community organizations which can effectively reach minorities and women. This information shall also be published in newspapers which are circulated in the minority community and among women as well as the general areas in which the program sponsor operates. Copies of this information shall be sent to the Registration Agency field office that services the respective program.
2. When possible, participate in workshops conducted by employment service agencies for the purpose of familiarizing schools, and the employment service with apprenticeship training and its current opportunities.
3. Cooperate with local school boards and vocational education systems to develop programs for preparing students to meet the standards and criteria required to qualify for entry into apprenticeship programs.
4. Encourage the establishments and utilization of pre-apprenticeship, preparatory trade training, or other programs, designed to afford related work experience or to prepare candidates for apprenticeship, the committee shall make appropriate provision in its Affirmative Action Plan to assure that those who complete such programs are afforded full and equal opportunity for admission into the apprenticeship program.
5. Utilize present minority and female apprentices and journeyworkers to assist in the implementation of the programs Affirmative Action Plan.
6. Grant advance standing or credit on the basis of previously acquired experience, training, skills or aptitude for all applicants equally.
7. Engage in such other activities, when identified, that may further the entry of minorities and/or females into apprenticeship. Title 29 CFR Part 30, 6A-23.004(2) (y) FAC

**Section XXVIII SELECTION PROCEDURE**

The committee shall select apprentices from the qualified applicants as follows: 6A-23.004(2)(y)(2) FAC

Name:  
Address:  
Trade Applied For:

**Part I. Completed by Apprenticeship Training Director  
Circle One**

- Education & Training**
- A. Has the minimum age of 18 been verified? Yes / No
  - B. Has the high school diploma or G.E.D. been verified by transcript? Yes / No
  - C. Photo identification (Florida driver's license accepted) Yes / No
  - D. Has the application process been completed in its entirety? Yes / No

**Part II. Completed by Apprenticeship Committee Members**

Selection Rating Factors	Possible Points	Score
A. Veteran With Honorable Discharge Receives	10	
B. Pre-Apprenticeship Receives	10	
C. Certifications Pertinent to a Trade	0-15 pts	15
<b>Name of Trade</b>		
D. Vocational Training Related to a Trade	0-15 pts	15
<b>1. Title of Courses</b>		
<b>2. Vocational Hours</b>		
E. Previous Work Experience	5	
<b>1. Title of Courses 2.5 pts</b>		
<b>2. Vocational Hours 2.5 pts</b>		
F. Oral Interview	45	
<b>1. Interest in Training Opportunity 0-10 pts</b>		
<b>2. Interest in Trade 0-5 pts</b>		
<b>3. Appearance 15 pts</b>		
<b>4. Commitment 15 pts</b>		
<b>Total Points for this Applicant</b>	<b>Maximum Total</b>	<b>100</b>

Applicants scoring less than 50% of the maximum points will not be accepted. Any false statement is reason for disqualification.  
Applicant will be selected in descending order of ranking attained, from highest score down. Veterans and pre apprentices will get the same consideration Records will be maintained for five (5) years.

Signature of Rater \_\_\_\_\_ Date \_\_\_\_\_

**Section XXIX TITLE 29 CFR PART 30, UTILIZATION ANALYSIS**

City of Lake Worth Utilities Apprenticeship Program, IJ

(Name of Program)

1900 2<sup>nd</sup> Avenue, North, Lake Worth

(City)

Florida

(State)

Jurisdictional Area Covered by Program (counties): Palm Beach

a)

1. Total labor force:	<u>*510,046</u>
2. Total minorities in labor force:	<u>*108,413</u>
3. Total females in labor force:	<u>*234,392</u>
4. Percentage of minorities:	<u>*21.3%</u>
5. Percentage of females:	<u>*46.0%</u>

\* (Source of information compiled from the Agency for Workforce Innovation Labor Market Statistics 2000 Census.)

b) Under utilization Factors:

1. Total number of employers:	<u>1</u>
2. Total of employers workforce in the trade:	<u>27</u>
3. Total journeyworkers employed by the employers in the craft:	<u>15</u>
4. Total minority journeyworkers employed by the employers in the craft:	<u>8</u>
5. Total female journeyworkers employed by the employers in the craft:	<u>0</u>
6. Total youth journeyworkers age 16-22 employed by the employers in the craft:	<u>0</u>
7. Total apprentices:	<u>0</u>
8. Total minority apprentices:	<u>0</u>
9. Total female apprentices:	<u>0</u>
10. Under utilization of minorities:	<u>0</u>
11. Under utilization of females:	<u>0</u>

c) Goals and Timetables:

1. Percentage of all future accessions to be minorities:	<u>21.3%</u>
2. Percentage of all future accessions to be females:	<u>23.0%</u>

## WORK PROCESS OUTLINE

OCCUPATION/TRADE: Line Erector (Lineman)

Occ. Code: 49-9051.00

	<u>Approximate Hours</u>
A. Use and care of tools and equipment common to line work Set poles, frame poles and learn to climb poles Work de-energized secondary and pull services Radio procedures and rescue procedures.	1200
B. Line covering using line guards and rubber blankets Using secondary test equipment and working on secondary voltages Work energized secondary on service poles and install street lights	1000
C. Learn about rigging, pull down guys and construction standards Learn the use and care of hot sticks Operating digger derrick truck Learn the proper procedures for installing working grounds	1000
D. Assist in hanging transformers Learn about different types of test equipment Learn copper and aluminum primary and secondary ties	600
E. Use of underground locator Underground terminations, splices and underground riser construction Troubleshooting techniques, switching and tagging, use load break tool	600
F. Work primary voltages with Journeyman Lineman using gloving method Change out pole top pin, install lightning arrester station Change out cut out installations of transformer banks	700
G. Line construction of in-line disconnect switches, regulators and capacitors Prepare existing line for re-conduct ring Introduction to the insulated platform	700
H. Safety work practices including First Aid, CPR Bucket Trucks and Pole Top Rescue	200
<b>TOTAL HOURS</b>	<b><u>6000</u></b>

## RELATED INSTRUCTION OUTLINE

OCCUPATION/TRADE: Line Erector (Lineman)

Occ. Code: 49-9051.00

Classroom Hours

### Introduction

#### **First Year**

- |   |            |
|---|------------|
| A. Introduction to the Apprenticeship Program   | <b>144</b> |
| 1. Expectations                                 |            |
| 2. Opportunities for Advancement                |            |
| 3. Possible deterrents to Advancement           |            |
| B. Job Description                              |            |
| 1. Responsibilities of the Apprentice Explained |            |

### Training

- |   |  |
|---|--|
| C. 1. Introduction to Transmission and Distribution |  |
| 2. Climbing Wooden Poles                            |  |
| 3. Overhead Distribution Systems                    |  |
| 4. Rigging I and II                                 |  |
| 5. Safety in Transmission and Distribution          |  |

#### **A. Second Year**

- |                                    |            |
|------------------------------------|------------|
| 1. Service Installations           | <b>144</b> |
| 2. Reading Diagrams I and II       |            |
| 3. Pole Framing and Guying         |            |
| 4. Mobile Hydraulic Systems        |            |
| 5. Bucket Trucks                   |            |
| 6. Trouble Shooting Overhead Lines |            |

#### **B.**

- |                                   |  |
|-----------------------------------|--|
| 1. Electrical Safety              |  |
| 2. Pole Top Equipment Replacement |  |
| 3. Basic Electricity Review       |  |
| 4. Distribution Repair Gloves     |  |
| 5. Distribution Repair Sticks     |  |
| 6. URD Systems                    |  |
| 7. Safety in URD                  |  |

#### **A. Third Year**

- |   |            |
|---|------------|
| 1. Systems Protection and Monitoring      | <b>144</b> |
| 2. Substations and Switchyards            |            |
| 3. Transformer Connections I and II       |            |
| 4. A C Fundamentals                       |            |
| 5. Cable Fault Locating                   |            |
| 6. Pad mount Transformers and Switchgears |            |
| 7. Transformer Troubleshooting            |            |

TOTAL HOURS                      **432**

## WORK PROCESS OUTLINE

OCCUPATION/TRADE: Electric Meter Repairer

Occ. Code: 49-9012.00

	<u>Approximate Hours</u>
A. Use and care of tools and equipment common to meter work Design and operation of watt-hour meters. Test, repairs, calibrates single phase and polyphase meters Radio procedures and rescue procedures.	1200
B. Computer Training & Practical Applications Using secondary test equipment and working on secondary voltages Removes and installs single phase and polyphase self-contained meters	1200
C. Reads and records meter readings on primary consumer and substations Records test data, completes service orders and other clerical functions Assist Meterman "A" in performing current diversion and meter Tampering investigations	1200
D. Use of ammeters, voltmeters, Ohmmeters as related to metering Learn about different types of test equipment	800
E. Installation of Data Recorders Wiring of electronic data recorders for monitoring voltage and current Troubleshooting techniques,	800
F. Instrument Transformers. Wiring secondary voltage metering transformers. Wiring primary voltage metering transformers Wiring transformer rated meter sockets	900
G. Meter Analysis and Power Quality Analyzing meter installations for proper metering Professional approach with customer related problems	800
H. Safety work practices including First Aid, CPR Bucket Trucks Rescue	300
<b>TOTAL HOURS</b>	<b><u>7200</u></b>

## RELATED INSTRUCTION OUTLINE

OCCUPATION/TRADE: Electric Meter Repairer

Occ. Code: 49-9012.00

Classroom Hours

### Introduction

#### **First Year**

- |  |     |
|--|-----|
| Introduction to the Apprenticeship Program       | 144 |
| 1. Expectations                                  |     |
| 2. Opportunities for Advancement                 |     |
| 3. Possible deterrents to Advancement            |     |
| 4. Job Description                               |     |
| 5. Responsibilities of the Apprentice Explained  |     |
|  |     |
| 1. Introduction to Transmission and Distribution |     |
| 2. Introduction to Metering                      |     |
| 3. Basic Electricity Review                      |     |
| 4. AC Fundamentals                               |     |
| 5. Safety in Meter Work                          |     |
| 6. Self-contained Polyphase Meters               |     |

#### **Second Year**

- |  |     |
|--|-----|
| 1. Bucket Trucks Safety                    | 144 |
| 2. Install. Checks & Inspections           |     |
| 3. Multimeter Operation and Use            |     |
| 4. Energy Diversion                        |     |
| 5. Math for Metering I                     |     |
| 6. Trouble Shooting Techniques             |     |
|  |     |
| 1. Care and Testing of Tools and Equipment |     |
| 2. Demand Metering Concepts                |     |
| 3. Principles of Accuracy Testing          |     |
| 4. Watt-hour Meter Principles I            |     |
| 5. Watt-hour Meter Accuracy I              |     |
| 6. Test 1-Ph. Transf.-Rated Meters         |     |
| 7. Test, Calibrating Demand Meters         |     |

#### **Third Year**

- |                                      |     |
|--------------------------------------|-----|
| 1. Systems Protection and Monitoring | 144 |
| 2. Substations and Switchyards       |     |
| 3. Reactive Metering Concepts        |     |
| 4. Current Transformer Testing I     |     |

#### **Fourth Year**

- |                                  |     |
|----------------------------------|-----|
| 1. Current Transformer Testing 2 | 144 |
| 2. Instrument Transformers       |     |
| 3. Service Installations         |     |

**TOTAL HOURS**  
576

# EXECUTIVE BRIEF REGULAR MEETING

**AGENDA DATE:** September 20, 2022

**DEPARTMENT:** Electric and Water Utilities

**TITLE:**

Creation of Utility Payment Plans

**SUMMARY:**

Revision of City's Schedule of Fees and Charges for Services to allow for the creation and implementation of Payment Plans

**BACKGROUND AND JUSTIFICATION:**

The proposed change grants the City Manager or Electric Utility Director the authority to create and implement uniformly applicable payment plans for the purpose of assisting utility customers in avoiding being disconnected for non-payment, or restoring utility service after being disconnected for non-payment.

Changes to City's Schedule of Fees and Charges for Services are detailed for the Electric Utility in Exhibit B, Section 6.B.9 and for the Water Utility in Exhibit C, Section 6.B.7.

**MOTION:**

Move to approve/disapprove the addition of Payment Plans as described above to the City of Lake Worth Beach Schedule of Fees and Charges for Services.

**ATTACHMENT(S):**

Fiscal Impact Analysis – N/A

Schedule of Fees and Charges for Electric Utility and Water Utility Services

**CITY OF LAKE WORTH BEACH  
FY 2023 SCHEDULE OF FEES AND  
CHARGES FOR SERVICES  
Effective October 1, 2022**



**FY 2023 Schedule of Fees  
Exhibit A – General Government  
Exhibit B – Water Fund  
Exhibit C – Electric Fund**

Prepared by Financial Services

Effective: October 1, 2022



SCHEDULE OF FEES AND CHARGES FOR SERVICES

Originating Department	Description of Services Provided	Fees (\$)
<b>ELECTRIC UTILITY</b>	<b>ELECTRIC UTILITY CHARGES</b>	Costs
Utility Customer Services	<p><u>Section 1. Deposits</u></p> <p>A) Before any person shall be entitled to utility service, he/she or the entity must pay a security deposit to the City unless specifically waived herein. Any security deposit may be applied by the City at any time in satisfaction of indebtedness for utility services which may be or become due to the City by the customer. After such application, the remainder thereof may be applied in discharge of any indebtedness of the customer to the City whatsoever and the City may use said deposit as if the City were the absolute owner thereof. This deposit shall not preclude the City from discontinuing, for non-payment, any and all services covered by this deposit regardless of the sufficiency of said deposit to cover such indebtedness for such services.</p> <p>B) <u>Residential Service</u>            The initial service deposit for residential utility service in the name of an individual(s) shall be established by consumer information received from a centralized database containing credit and consumer data information pertaining to the payment history of utility bills and other services ("Consumer Information Check" hereafter). The source of the Consumer Information Check may be without limitation credit information, consumer information, credit scoring services, fraud detection, and criminal records provided by national credit reporting repositories, and national criminal record databases, and/or local county systems.</p> <p>The Consumer Information Check will determine the amount, if any, of the deposit required to establish service. The specific amount of the deposit shall be as follows:</p> <ol style="list-style-type: none"> <li>1) Individual(s) whose Consumer Information Check suggests a substantial risk of delinquency shall pay a deposit of two and one-half (2.5) times the average of estimated monthly billing at the location rounded up to the nearest Fifty Dollars (\$50).</li> <li>2) Individual(s) whose Consumer Information Check suggests a moderate risk of delinquency shall pay a deposit of one (1.0) times the average of estimated monthly billing for electric service and/or Fifty Dollars (\$50) for water service per unit.</li> <li>3) Individual(s) whose Consumer Information Check suggests no risk of delinquency shall not be required to pay a deposit.</li> </ol> <p>The risk of delinquency shall be established based on information revealed in the Consumer Information Check as reviewed by the city and/or its designee.</p> <p>An individual(s) who fails to provide the proper identification as required on the application for service; who initially provides false information; or, who has no Consumer Information Check history, shall be charged the same deposit as those individual(s) whose Consumer Information Check suggests a high risk of delinquency.</p> <p>Once service is established, the City reserves the right to update an individual(s) Consumer Information Check and require a deposit or an increase in the deposit if the updated Consumer Information Check reveals an increase in risk of delinquency. The customer shall be notified, in writing, of any deposit adjustment and/or amount due the City. The amount due, if any, shall be paid within thirty (30) days of notification or in six (6) equal monthly installments. Failure to pay the additional deposit amount may result in disconnection of service.</p>	



SCHEDULE OF FEES AND CHARGES FOR SERVICES

EXHIBIT B

Originating Department	Description of Services Provided	Fees (\$)
<b>ELECTRIC UTILITY</b>	<b>ELECTRIC UTILITY CHARGES</b>	Costs
C)	<p>The initial service deposit for residential utility service in the name of an entity (corporation, partnership, company, etc.) shall be as set forth below for Non-Residential (Commercial) General Service.</p> <p><b>Non-Residential (Commercial) General Service</b></p> <p><u>Electric</u> The initial service deposit for electric utility service shall be the greater of Two Hundred Seventy Five Dollars (\$275) or two and one-half (2.5) times the monthly average of estimated bill rounded up to the nearest Fifty Dollars (\$50).</p> <p><u>Water and/or Sanitary Sewer</u> The service deposit for water and/or sanitary sewer service shall be the greater of Three Hundred Dollars (\$300) or two and one-half (2.5) times the monthly average or estimated bill rounded to the nearest Fifty Dollars (\$50).</p> <p>No non-residential (commercial) electric or water/sewer deposit shall be waived. However, deposits for service to any unit of federal, state or local government are waived as are deposits for service to any organization having a valid State of Florida tax exempt certificate as long as such organization is assessed no more than one (1) delinquent late fee in the most recent twelve (12) month period.</p> <p>In lieu of a cash deposit, a surety bond or an irrevocable letter of credit, as approved by the utility customer service manager or designee, may be accepted for non-residential (commercial) general service.</p>	
Footnote / Explanation		



SCHEDULE OF FEES AND CHARGES FOR SERVICES

Originating Department	Description of Services Provided	Fees (\$)
<b>ELECTRIC UTILITY</b>	<b>ELECTRIC UTILITY CHARGES</b>	Costs
Utility Customer Services	<p>Section 2. <u>Deposit Review/Adjustment Policy.</u></p> <p>A) Residential</p> <p>In addition to the City's reserved right to periodically update an individual(s)' Consumer Information Check and revise the required residential deposit accordingly, the City shall require an adjustment of a residential deposit balance under the following circumstances:</p> <ol style="list-style-type: none"> <li>1 One (1) disconnect for non-payment;</li> <li>2 One (1) dishonored check;</li> <li>3 Balance due on a prior final bill;</li> <li>4 Evidence of Illegal Use; or,</li> <li>5 Other evidence suggesting high risk of delinquency.</li> </ol> <p>If any of the above exist, the residential account balance shall be adjusted to the amount equal to two and one-half (2.5) times the recent monthly average or estimated bill rounded up to the nearest Fifty Dollars (\$50).</p> <p>B) Non-Residential (Commercial) General Service.</p> <p>The City shall require an adjustment of a non-residential deposit balance under the following circumstances:</p> <ol style="list-style-type: none"> <li>1 One (1) disconnect for non-payment;</li> <li>2 One (1) dishonored check;</li> <li>3 Balance due on a prior final bill;</li> <li>4 Evidence of Illegal Use; or,</li> </ol> <p>If any of the above exist, the non-residential account balance shall be adjusted to the amount equal to two and one-half (2.5) times the recent monthly average or estimated bill rounded up to the nearest Fifty Dollars (\$50).</p> <p>C) An existing customer may request a deposit status review and the review will be used to bring the account into compliance with the requirements herein.</p> <p>D) The customer shall be notified, in writing, of any deposit adjustment and/or amount due the City. The amount due, if any, shall be paid within thirty (30) days of notification or in six (6) equal monthly installments. Failure to pay the additional deposit amount may result in disconnection of service.</p>	
Footnote / Explanation		



**SCHEDULE OF FEES AND CHARGES FOR SERVICES**

Originating Department	Description of Services Provided	Fees (\$)
<b>ELECTRIC UTILITY</b>	<b>ELECTRIC UTILITY CHARGES</b>	<b>Costs</b>
Utility Customer Services	<p>Section 3. <u>Refund of Residential Service Deposits</u></p> <p>A) If an account is in the name of the property owner, the residential service deposits shall be refunded to the property owner after a continuous service period of twenty-five (25) months provided that the property owner has a satisfactory payment record; the property owner has not, in the previous twelve (12) months, made more than one (1) late payment of a bill; had a check returned for non-payment of a utility bill; has not engaged in any Illegal Use; left an unpaid balance from a previous account; and, does not have any other indebtedness to the City. Unpaid utility accounts incurred by customers who are the residential property owners create a lien on the property and these liens remain on the property until unpaid utility bills are paid in full.</p> <p>B) In an effort to reduce the amount of unpaid utility accounts and third-party collection efforts, the City has eliminated the return of residential deposits to non-property owners (residential tenants) until the service(s) are terminated; the final bill is paid in full; and, any other indebtedness to the City is paid.</p> <p>C) Refund of a deposit for an active utility account(s) shall be in the form of a credit to the corresponding account(s). Refund of deposit for closed accounts will be in the form of a check payable to the person or persons who established said utility deposit. In the event of a deceased depositor, refund will be to the estate or pursuant to Court order.</p> <p><u>Section 4. Commercial Deposits - Non-Refundable.</u></p> <p>No commercial deposit shall be refunded until the service(s) are terminated; the final bill is paid in full; and, any other indebtedness to the City is paid.</p> <p><u>Section 5. Interest on Deposits.</u></p> <p>Deposits paid to and held by the City of Lake Worth Beach shall accrue simple interest. The interest on the customer's deposit shall be effective after the customer's service and the deposit have been in existence for a continuous period of six (6) months.</p> <p>The following procedure shall be utilized:</p> <p>A) Deposit amounts shall be received and properly receipted in accordance with established procedures.</p> <p>B) Each year, during the month of September, the City of Lake Worth Beach shall establish the percentage rate to be applied on those monies on deposit on September 30 of that year. The percentage rate to be applied shall be based on the interest earned by the city for the deposits less a reasonable administrative fee for administration of the deposits. The City Manager shall be vested with the authority to approve the percentage rate to be applied and associated administrative fee.</p> <p>C) Each year during the month of October, the accrued interest shall be credited and applied to the customer's account as payment towards the current bill. If the monies have not been on deposit for the entire year, the credit will be adjusted to reflect the actual number of months that the monies have been on deposit.</p>	
<b>Footnote / Explanation</b>		



SCHEDULE OF FEES AND CHARGES FOR SERVICES

EXHIBIT B

Originating Department	Description of Services Provided	Fees (\$)
<b>ELECTRIC UTILITY</b>	<b>ELECTRIC UTILITY CHARGES</b>	Costs
Utility Customer Services	<p><u>Section 6. Service Charge.</u></p> <p>A) Initial Service or Transfer of Service.</p> <p>1) Initial application for utility service(s). This charge is due at the time of application.</p> <p>2) Application for transfer of utility service(s) from one service address to another. This charge is due at the time of application.</p> <p>B) Connections/Disconnections/Reconnections.</p> <p>1) Initial connection, transfer of service, or a connection for an existing account, PER METER:</p> <p style="padding-left: 40px;">Monday through Friday, 8:00 A.M. through 5:00 P.M., except holidays. This charge is due at the time the service is requested.</p> <p style="padding-left: 40px;">All other times where service is requested after business hours and service personnel are on duty and are available. This charge is due at the time the service is requested.</p> <p>2) Disconnection when terminating service:</p> <p style="padding-left: 40px;">Monday through Friday, 8:00 A.M. through 5:00 P.M., except holidays, no charge.</p> <p>3) Reconnection of service at meter after disconnection for non-payment or violation of a rule or regulation shall require full payment of the total outstanding past due balance and the appropriate reconnection fee to the City. The PER METER service charge shall be:</p> <p style="padding-left: 40px;">Monday through Friday, 8:00 A.M. through 5:00 P.M., except holidays.</p> <p style="padding-left: 40px;">All other times where service is requested after business hours and service personnel are on duty and are available. This charge is due at the time the service is requested or billed</p> <p style="padding-left: 40px;">Following the second or subsequent disconnection for non-payment within a twelve-month period, and full payment of the outstanding balance and reconnect fee is received or billed</p> <p style="padding-left: 40px;">In all cases where payment is received in full, service will be scheduled for reconnection. Same day service is not guaranteed.</p> <p>4) Reconnection of service at pole after disconnection for non-payment or violation of a rule or regulation, and when payment of the total outstanding balance plus re-connection fee has been received, PER METER:</p> <p>5) Temporary connection of service for Fairs, Exhibits, Constructions, Projects, Displays, etc., PER METER:</p> <p style="padding-left: 40px;">Monday through Friday, 8:00 A.M. through 6:00 P.M., except holidays. This charge is due at the time of application.</p> <p style="padding-left: 40px;">Service not available at other hours except by special arrangement with Director of Utilities.</p> <p>6) Special Handling of Billing Notices and Payments for Convenience of Customer.</p>	<p></p> <p></p> <p>\$17.00/account</p> <p>\$17.00/account</p> <p></p> <p>\$35.00</p> <p>\$45.00</p> <p></p> <p>NC</p> <p></p> <p>\$35.00</p> <p>\$45.00</p> <p>\$90.00</p> <p>\$45.00</p> <p>\$140.00</p> <p>\$525.00</p> <p></p> <p></p>



**SCHEDULE OF FEES AND CHARGES FOR SERVICES**

Originating Department	Description of Services Provided	Fees (\$)
<b>ELECTRIC UTILITY</b>	<b>ELECTRIC UTILITY CHARGES</b>	<b>Costs</b>
	When payments are presented in person at the Customer Service office or if a customer requests copies of their utility bills, a convenience fee will be added to the required bill in order to offset the added costs of handling.	\$2.00/bill
	When payments are made using a Debit Card, Credit Card or electronic check a convenience fee will be applied by the payment processing vendor	\$3.75 per \$500 transaction
	7) Special Field Services for Convenience of Customer.  When, for the convenience of the customer, a special trip has to be made to read a meter and/or to service Utility equipment because access to the Utility's meter/equipment is limited by a fence, porch, animal, or other encumbrance, for each trip made.	\$30.00
	If service described in (D-1) above requires the Utility to use a bucket truck, or other special equipment, for each such special trip made.	\$140.00
	8) Automatic Monthly Payment Program Incentive for ACH bank draft & Paperless selection  Customers enrolling in the City of Lake Worth Beach's Automatic Monthly Payment program (ACH bank draft) and who thereby provide automatic payment authorization to the City (from their bank checking or savings account or other City authorized payment institution) allowing and directing the City to process automatic monthly payment of their City utility bill and ALSO sign up for Paperless statements shall receive a one-time credit on their City utility account in the amount of \$25.00. This \$25 participation incentive shall apply to all existing and new City utility customers. This participation incentive credit is limited to one per family account per service location. In the event the customer withdraws from the City's Automatic Monthly Payment program while still continuing to be a customer of the City of Lake Worth Beach utilities, the \$25.00 credit will be reversed and charged back to the customer within one year.	
	9) Payment Plans  The City Manager or Electric Utility Director shall have the authority to create and implement uniformly applicable payment plans	



SCHEDULE OF FEES AND CHARGES FOR SERVICES

EXHIBIT B

Originating Department	Description of Services Provided	Fees (\$)
<b>ELECTRIC UTILITY</b>	<b>ELECTRIC UTILITY CHARGES</b>	Costs
Utility Customer Services	<p><u>Section 7. Returned Items</u></p> <p>A) A service charge of Twenty-Five Dollars (\$25.00) if the face value does not exceed \$50.00;</p> <p>B) Thirty Dollars (\$30.00) if the face value exceeds \$50.00 but does not exceed \$300.00;</p> <p>C) Forty Dollars (\$40.00) if the face value exceeds \$300.00, or five percent (5%) of the face amount, whichever is greater, shall be charged for each item dishonored by the bank upon which it is drawn.</p> <p><u>Section 8. Late Fees</u></p> <p>A) The City of Lake Worth Beach shall charge a late fee to any customer whose payment is not received on the due date and to whom a reminder notice is mailed. The late fee shall be assessed and added to the bill at the time the notice is sent.</p> <p>B) The late fee shall be charged on all residential, commercial and demand metered accounts. For those customers who need assistance in paying or tracking their bills, a duplicate late notice will be mailed to the customer designated third party at no additional charge.</p> <p>C) Late fee may be waived for units of government where proof is presented that their normal structural payment requisition system extends beyond the due date.</p> <p><u>Section 9. Demand Transfers/Collection Charges</u></p> <p>A) Without notice, in the event that an applicant responsible for one or more active utility accounts creates, or in the past created, a delinquency which resulted in finalizing the account via customer request or force, the City of Lake Worth Beach will transfer the delinquency to any of the applicant's present account(s) and will be treated as a "previous balance." This includes accounts where the previous applicant is benefitting from City service and the account is in a different name.</p> <p>B) Accounts in previous or current owner's name must have a zero balance for any applicant to establish service.</p> <p>C) An inactive, delinquent utility account may be referred by the City of Lake Worth Beach to an attorney and/or collection agency after reasonable efforts have been made to collect the amount owing. If such a referral is made, reasonable attorney and/or collection agency fees may be added to the customer's bill.</p> <p><u>Section 10. Meter Testing and/or Meter Changes</u></p> <p>A) The City of Lake Worth Beach routinely conducts a testing and maintenance program on its meters.</p> <p>B) Upon request of the customer, the City of Lake Worth Beach will test or change a meter. If the meter has been tested within the last two (2) years and a new test verifies satisfactory operation, a service charge will be charged to the customer's account</p>	<p>\$25.00</p> <p>\$30.00</p> <p>\$40.00 or 5% if greater</p> <p>\$11.00 or 1.5% of delinquent balance, whichever is greater</p> <p>\$65.00</p>
Footnote / Explanation		



SCHEDULE OF FEES AND CHARGES FOR SERVICES

EXHIBIT B

Originating Department	Description of Services Provided	Fees (\$)
<p><b>ELECTRIC UTILITY</b></p>	<p><b>ELECTRIC UTILITY CHARGES</b></p>	<p>Costs</p>
<p>Utility Customer Services</p>	<p><u>Section 11. Meter Tampering/Current Diversion.</u></p> <p>Title to meters and metering equipment shall be and remain with the City of Lake Worth Beach. Unauthorized connections to, or tampering with the City of Lake Worth Beach's meter or meters, or meter seals, or indications or evidence thereof, subjects the customer to immediate discontinuance of service, prosecution under the laws of Florida, adjustment of prior bills for services rendered, and reimbursement to the City of Lake Worth Beach for all extra expenses incurred on this account. The customer will be charged a field investigation charge and civil liability under section 812.14(5), Florida Statutes, as amended from time to time.</p> <p><u>Section 12. Franchise Fees.</u></p> <p>The Monthly Rate of each rate schedule is increased by the specified percentage factor for each franchise area as set forth in the Franchise Fee Factors which are incorporated herein by reference and filed with the Florida Public Service Commission. This percentage factor shall be applied after other appropriate adjustments.</p> <p><u>Section 13. Overhead/Underground Differential.</u></p> <p>Underground distribution system service is available. However, the cost of construction differential between underground service and normal overhead service as estimated by the City of Lake Worth Beach shall be paid in advance by the customer.</p> <p><u>Section 14. Underground Individual Service.</u></p> <p>Underground individual service, up to 200 AMP capacity, is available upon request by the customer. The cost of installation depends upon type of service, length and actual site conditions. As an alternative to paying Lake Worth Beach Utilities for doing all of the work, the customer may provide all the necessary facilities (i.e. ducts, pedestals, pads, etc.), subject to the approval of the City of Lake Worth Beach with the customer paying the balance of costs that the City of Lake Worth Beach estimates are remaining. For service in excess of 200 AMP capacity, installation shall be by a licensed contractor in a manner approved by the Electrical Division of the City of Lake Worth Beach.</p> <p><u>Section 15. General Area and Street Lighting.</u></p> <p>In areas where street lighting and/or private area lighting are not generally available, installation of such lighting service will be provided at the customer's expense. This cost will be a contribution in aid of construction, payable in advance. As an option, upon approval of the Electrical Utility of the City of Lake Worth Beach, installation may be by customer's contractor.</p> <p><u>Section 16. Special Conditions.</u></p> <p>If specific electrical service other than that stated above is required, the City of Lake Worth, at the customer's request, will provide such service based on the estimated cost of installing such additional electrical equipment. This estimated cost will be a contribution in aid of construction, payable in advance by the customer to the City of Lake Worth. All services shall be subject to the applicable rules, regulations and tariff charges of the City of Lake Worth Beach, including service charges.</p>	<p>\$200.00</p>
<p>Footnote / Explanation</p>		





SCHEDULE OF FEES AND CHARGES FOR SERVICES

EXHIBIT C

Originating Department	Description of Services Provided		Fees (\$)																
<b>WATER UTILITY</b>	<b>WATER &amp; SEWER UTILITY CHARGES</b>		<b>Costs</b>																
Building Department	<p>1. Reserved Capacity Charges: These fees are paid to the building department at the time of building permit issuance. Equivalent Residential Unit (ERU) shall be defined in accordance with the WUPP.<sup>1</sup></p> <p>Multi-family complexes and each mobile home park unit on a property shall be defined to be 66% of one ERU.</p> <p>Water Capacity Charge: per ERU Sewer Capacity Charge: per ERU</p> <p>Meter Size # of ERUs</p> <table border="0"> <tr><td>5/8 x 3/4"</td><td>1</td></tr> <tr><td>1"</td><td>2.5</td></tr> <tr><td>1 1/2"</td><td>5</td></tr> <tr><td>2"</td><td>8</td></tr> <tr><td>3"</td><td>15</td></tr> <tr><td>4"</td><td>25</td></tr> <tr><td>6"</td><td>50</td></tr> <tr><td>8"</td><td>80</td></tr> </table> <p><u>Upsizing of the meter:</u> Current Capacity and Meter Fees for the upsized meter, less a credit for Capacity and Meter fees and other fees for the original meter.</p>	5/8 x 3/4"	1	1"	2.5	1 1/2"	5	2"	8	3"	15	4"	25	6"	50	8"	80		<p>\$ 3,659.00 2,483.00</p>
5/8 x 3/4"	1																		
1"	2.5																		
1 1/2"	5																		
2"	8																		
3"	15																		
4"	25																		
6"	50																		
8"	80																		
Customer Services	<p>2. Water Meter Set and Tap Fees:</p> <p>Fees are paid to Customer Service at the time of utility service application.</p> <p>For sizes not listed, fee is based on actual costs determined by the City.</p> <p>For meters larger than 2", taps are done by a licensed contractor.</p> <table border="0"> <tr> <td>Meter Size</td> <td>Meter Set Only</td> <td>Tap and Meter Set</td> </tr> <tr> <td>3/4"</td> <td>\$ 310.00</td> <td>\$ 1,428.00</td> </tr> <tr> <td>1"</td> <td>\$ 400.00</td> <td>\$ 1,550.00</td> </tr> <tr> <td>1 1/2"</td> <td>\$ 640.00</td> <td>\$ 2,320.00</td> </tr> <tr> <td>2"</td> <td>\$ 850.00</td> <td>\$ 2,535.00</td> </tr> </table> <p>3. Cancellation fee: 25.00 minimum or Actual Expense</p> <p>4. Asphalt repair: Actual Expense</p> <p>5. Sanitary sewer lateral and tap Fee: (0 -10 feet) 2,500.00 (10 feet +) Actual Expense Determined by the City</p> <p style="text-align: center;">Contact Customer Service to Move Meter</p>	Meter Size	Meter Set Only	Tap and Meter Set	3/4"	\$ 310.00	\$ 1,428.00	1"	\$ 400.00	\$ 1,550.00	1 1/2"	\$ 640.00	\$ 2,320.00	2"	\$ 850.00	\$ 2,535.00			
Meter Size	Meter Set Only	Tap and Meter Set																	
3/4"	\$ 310.00	\$ 1,428.00																	
1"	\$ 400.00	\$ 1,550.00																	
1 1/2"	\$ 640.00	\$ 2,320.00																	
2"	\$ 850.00	\$ 2,535.00																	
Footnote / Explanation																			
W.U.P.P. <sup>1</sup>	Water Utility Policy and Procedures																		



**SCHEDULE OF FEES AND CHARGES FOR SERVICES**

Originating Department	Description of Services Provided		Fees (\$)
<b>WATER UTILITY</b>	<b>WATER &amp; SEWER UTILITY CHARGES</b>		<b>Costs</b>
Customer Services	7	Backflow Device Administrative Fee, per year	\$ 25.00
	8	Cross connection involving a private water system, which is a health hazard, per day.	1,000.00
	9	Cross connection involving a private water system, which is not a health hazard, per day.	500.00
	10	Failing to test or maintain backflow prevention assemblies, as required, per violation.	500.00
	11	Unmetered Fire Line Inspection Charge, prior to operation.	210.00
Footnote / Explanation			



**SCHEDULE OF FEES AND CHARGES FOR SERVICES**

Originating Department		Description of Services Provided	Fees (\$)	
<b>WATER UTILITY</b>		<b>WATER &amp; SEWER UTILITY CHARGES</b>	<b>Costs</b>	
Customer Services	15	Fats, Oils and Grease Permit Application and Renewal Fee, per year.	\$ 100.00	
	16	Fats, Oils and Grease removal surcharge fee, per event	250.00	
	17	Fats, Oils and Grease waste surcharge Compliance fee (FOG), per month	100.00	
	18	Annual private sewer system inspection fee Septic Tank and Drain Field Gravity sewer system, per manhole Private Lift Station	100.00 25.00 100.00	
	19	Water and Sewer Utility Building Permit Review Fee { Initial Permit Application and Review { 0 - 2 Acres { >2 - 10 Acres { > 10 Acres { Second Review { Third Review	75.00 150.00 200.00 No Charge 100.00	
	20	Stormwater Utility Building Permit Review Fee { Initial Permit Application and Review { 0 - 2.5 Acres { >2.5 Acres { Second Review { Third Review	75.00 150.00 No Charge 100.00	
	Footnote / Explanation			



SCHEDULE OF FEES AND CHARGES FOR SERVICES

EXHIBIT C

Originating Department	Description of Services Provided	Fees (\$)
<b>WATER/SEWER UTILITIES</b>	<b>WATER AND SEWER UTILITY CHARGES</b>	Costs
Utility Customer Services	<p><u>Section 1. Deposits</u></p> <p>A) Generally</p> <p>Before any person shall be entitled to utility service, he/she or the entity must pay a security deposit to the City unless specifically waived herein. Any security deposit may be applied by the City at any time in satisfaction of indebtedness for utility services which may be or become due to the City by the customer. After such application, the remainder thereof may be applied in discharge of any indebtedness of the customer to the City whatsoever and the City may use said deposit as if the City were the absolute owner thereof. This deposit shall not preclude the City from discontinuing, for non-payment, any and all services covered by this deposit regardless of the sufficiency of said deposit to cover such indebtedness for such services.</p> <p>B) <u>Residential Service</u></p> <p>The initial service deposit for residential utility service in the name of an individual(s) shall be established by consumer information received from a centralized database containing credit and consumer data information pertaining to the payment history of utility bills and other services ("Consumer Information Check" hereafter). The source of the Consumer Information Check may be without limitation credit information, consumer information, credit scoring services, fraud detection, and criminal records provided by national credit reporting repositories, and national criminal record databases, and/or local county systems.</p> <p>The Consumer Information Check will determine the amount, if any, of the deposit required to establish service. The specific amount of the deposit shall be as follows:</p> <ol style="list-style-type: none"> <li>1) Individual(s) whose Consumer Information Check suggests a substantial risk of delinquency shall pay a deposit of two and one-half (2.5) times the average of estimated monthly billing at the location rounded up to the nearest Fifty Dollars (\$50).</li> <li>2) Individual(s) whose Consumer Information Check suggests a moderate risk of delinquency shall pay a deposit of one (1.0) times the average of estimated monthly billing for electric service and/or Fifty Dollars (\$50) for water service per unit.</li> <li>3) Individual(s) whose Consumer Information Check suggests no risk of delinquency shall not be required to pay a deposit.</li> </ol> <p>The risk of delinquency shall be established based on information revealed in the Consumer Information Check as reviewed by the city and/or its designee.</p> <p>An individual(s) who fails to provide the proper identification as required on the application for service; who initially provides false information; or, who has no Consumer Information Check history, shall be charged the same deposit as those individual(s) whose Consumer Information Check suggests a high risk of delinquency.</p> <p>Once service is established, the City reserves the right to update an individual(s) Consumer Information Check and require a deposit or an increase in the deposit if the updated Consumer Information Check reveals an increase in risk of delinquency. The customer shall be notified, in writing, of any deposit adjustment and/or amount due the City. The amount due, if any, shall be paid within thirty (30) days of notification or in six (6) equal monthly installments. Failure to pay the additional deposit amount may result in disconnection of service.</p>	



**SCHEDULE OF FEES AND CHARGES FOR SERVICES**

Originating Department	Description of Services Provided	Fees (\$)
<b>WATER/SEWER UTILITIES</b>	<b>WATER AND SEWER UTILITY CHARGES</b>	Costs
C)	<p>The initial service deposit for residential utility service in the name of an entity (corporation, partnership, company, etc.) shall be as set forth below for Non-Residential (Commercial) General Service.</p> <p><b>Non-Residential (Commercial) General Service</b></p> <p><u>Electric</u> The initial service deposit for electric utility service shall be the greater of Two Hundred Seventy Five Dollars (\$275) or two and one-half (2.5) times the monthly average of estimated bill rounded up to the nearest Fifty Dollars (\$50).</p> <p><u>Water and/or Sanitary Sewer</u> The service deposit for water and/or sanitary sewer service shall be the greater of Three Hundred Dollars (\$300) or two and one-half (2.5) times the monthly average or estimated bill rounded to the nearest Fifty Dollars (\$50).</p> <p>No non-residential (commercial) electric or water/sewer deposit shall be waived. However, deposits for service to any unit of federal, state or local government are waived as are deposits for service to any organization having a valid State of Florida tax exempt certificate as long as such organization is assessed no more than one (1) delinquent late fee in the most recent twelve (12) month period.</p> <p>In lieu of a cash deposit, a surety bond or an irrevocable letter of credit, as approved by the utility customer service manager or designee, may be accepted for non-residential (commercial) general service.</p>	
Footnote / Explanation		



SCHEDULE OF FEES AND CHARGES FOR SERVICES

EXHIBIT C

Originating Department	Description of Services Provided	Fees (\$)
<b>WATER/SEWER UTILITY</b>	<b>WATER AND SEWER UTILITY CHARGES</b>	Costs
Utility Customer Services	<p><u>Section 2. Deposit Review/Adjustment Policy.</u></p> <p>A) Residential</p> <p>In addition to the City's reserved right to periodically update an individual(s)' Consumer Information Check and revise the required residential deposit accordingly, the City shall require an adjustment of a residential deposit balance under the following circumstances:</p> <ol style="list-style-type: none"> <li>1 One (1) disconnect for non-payment;</li> <li>2 One (1) dishonored check;</li> <li>3 Four (4) delinquent payment within current twelve (12) month period;</li> <li>4 Balance due on a prior final bill;</li> <li>5 Evidence of Illegal Use; or,</li> <li>6 Other evidence suggesting high risk of delinquency.</li> </ol> <p>If any of the above exist, the residential account balance shall be adjusted to the amount required for an individual whose Consumer Information Check suggests a high risk of delinquency.</p> <p>B) Non-Residential (Commercial) General Service.</p> <p>The City shall require an adjustment of a non-residential deposit balance under the following circumstances:</p> <ol style="list-style-type: none"> <li>1 One (1) disconnect for non-payment;</li> <li>2 One (1) dishonored check;</li> <li>3 Four (4) delinquent payment within current twelve (12) month period;</li> <li>4 Balance due on a prior final bill;</li> <li>5 Evidence of Illegal Use; or,</li> </ol> <p>If any of the above exist, the non-residential account balance shall be adjusted to the amount equal to two and one-half (2.5) times the recent monthly average or estimated bill rounded up to the nearest Fifty Dollars (\$50).</p> <p>C) An existing customer may request a deposit status review and the review will be used to bring the account into compliance with the requirements herein.</p> <p>D) The customer shall be notified, in writing, of any deposit adjustment and/or amount due the City. The amount due, if any, shall be paid within thirty (30) days of notification or in six (6) equal monthly installments. Failure to pay the additional deposit amount may result in disconnection of service.</p>	
Footnote / Explanation		



SCHEDULE OF FEES AND CHARGES FOR SERVICES

EXHIBIT C

Originating Department	Description of Services Provided	Fees (\$)
<b>WATER/SEWER UTILITY</b>	<b>WATER AND SEWER UTILITY CHARGES</b>	Costs
Utility Customer Services	<p><u>Section 3. Refund of Residential Service Deposits</u></p> <p>A) If an account is in the name of the property owner, the residential service deposits shall be refunded to the property owner after a continuous service period of twenty-five (25) months provided that the property owner has a satisfactory payment record; the property owner has not, in the previous twelve (12) months, made more than one (1) late payment of a bill; had a check returned for non-payment of a utility bill; has not engaged in any Illegal Use; left an unpaid balance from a previous account; and, does not have any other indebtedness to the City.</p> <p>B) Refund of a deposit for an active utility account(s) shall be in the form of a credit to the corresponding account(s). Refund of deposit for closed accounts will be in the form of a check payable to the person or persons who established said utility deposit. In the event of a deceased depositor, refund will be to the estate or pursuant to Court order.</p> <p><u>Section 4. Commercial Deposits - Non-Refundable.</u></p> <p>No commercial deposit shall be refunded until the service(s) are terminated; the final bill is paid in full; and, any other indebtedness to the City is paid.</p> <p><u>Section 5. Interest on Deposits.</u></p> <p>Deposits paid to and held by the City of Lake Worth Beach shall accrue simple interest. The interest on the customer's deposit shall be effective after the customer's service and the deposit have been in existence for a continuous period of six (6) months.</p> <p>The following procedure shall be utilized:</p> <p>A) Deposit amounts shall be received and properly receipted in accordance with established procedures.</p> <p>B) Each year, during the month of September, the City of Lake Worth Beach shall establish the percentage rate to be applied on those monies on deposit on September 30 of that year. The percentage rate to be applied shall be based on the interest earned by the city for the deposits less a reasonable administrative fee for administration of the deposits. The City Manager shall be vested with the authority to approve the percentage rate to be applied and associated administrative fee.</p> <p>C) Each year during the month of October, the accrued interest shall be credited and applied to the customer's account as payment towards the current bill. If the monies have not been on deposit for the entire year, the credit will be adjusted to reflect the actual number of months that the monies have been on deposit.</p>	
Footnote / Explanation		



SCHEDULE OF FEES AND CHARGES FOR SERVICES

EXHIBIT C

Originating Department	Description of Services Provided	Fees (\$)
<b>WATER/SEWER UTILITY</b>	<b>WATER AND SEWER UTILITY CHARGES</b>	Costs
Utility Customer Services	<p><u>Section 6. Service Charge.</u></p> <p>A) Initial Service or Transfer of Service.</p> <p>1) Initial application for utility service(s). This charge is due at the time of application. <span style="float: right;">\$17.00/account</span></p> <p>2) Application for transfer of utility service(s) from one service address to another. This charge is due at the time of application. <span style="float: right;">\$17.00/account</span></p> <p>B) Connections/Disconnections/Reconnections.</p> <p>1) Initial connection, transfer of service, or a connection for an existing account, PER METER:</p> <p style="padding-left: 40px;">Monday through Friday, 8:00 A.M. through 5:00 P.M., except holidays. This charge is due at the time the service is requested. <span style="float: right;">\$35.00</span></p> <p style="padding-left: 40px;">All other times where service is requested after business hours and service personnel are on duty and are available. This charge is due at the time the service is requested. <span style="float: right;">\$45.00</span></p> <p>2) Disconnection when terminating service:</p> <p style="padding-left: 40px;">Monday through Friday, 8:00 A.M. through 5:00 P.M., except holidays, no charge. <span style="float: right;">NC</span></p> <p>3) Reconnection of service at meter after disconnection for non-payment or violation of a rule or regulation shall require full payment of the total outstanding past due balance and the appropriate reconnection fee to the City. The PER METER service charge shall be:</p> <p style="padding-left: 40px;">Monday through Friday, 8:00 A.M. through 5:00 P.M., except holidays. <span style="float: right;">\$35.00</span></p> <p style="padding-left: 40px;">All other times where service is requested after business hours and service personnel are on duty and are available. This charge is due at the time the service is requested or billed <span style="float: right;">\$45.00</span></p> <p style="padding-left: 40px;">Following the second or subsequent disconnection for non-payment within a twelve-month period, and full payment of the outstanding balance and reconnect fee is received or billed <span style="float: right;">\$90.00</span></p> <p style="padding-left: 40px;">scheduled for reconnection. Same day service is not guaranteed. <span style="float: right;">\$45.00</span></p> <p>4) Special Handling of Billing Notices and Payments for Convenience of Customer.</p> <p style="padding-left: 40px;">When payments are presented in person at the Customer Service office a convenience fee will be added to the required bill amount in order to offset the added costs of handling in person presentment of payments. <span style="float: right;">\$2.00/bill</span></p> <p>5) Special Field Services for Convenience of Customer.</p> <p style="padding-left: 40px;">When, for the convenience of the customer, a special trip has to be made to read a meter and/or to service Utility equipment because access to the Utility's meter/equipment is limited by a fence, porch, animal, or other encumbrance, for each trip made. <span style="float: right;">\$30.00</span></p> <p style="padding-left: 40px;">If service described in (D-1) above requires the Utility to use a bucket truck, or other special equipment, for each such special trip made. <span style="float: right;">\$140.00</span></p>	



SCHEDULE OF FEES AND CHARGES FOR SERVICES

Originating Department	Description of Services Provided	Fees (\$)
<b>WATER/SEWER UTILITY</b>	<b>WATER AND SEWER UTILITY CHARGES</b>	Costs
6)	<p>Automatic Monthly Payment Program Incentive for ACH bank draft &amp; Paperless selection</p> <p>Customers enrolling in the City of Lake Worth Beach's Automatic Monthly Payment program (ACH bank draft) and who thereby provide automatic payment authorization to the City (from their bank checking or savings account or other City authorized payment institution) allowing and directing the City to process automatic monthly payment of their City utility bill and ALSO sign up for Paperless statements shall receive a one-time credit on their City utility account in the amount of \$25.00. This \$25 participation incentive shall apply to all existing and new City utility customers. This participation incentive credit is limited to one per family account per service location. In the event the customer withdraws from the City's Automatic Monthly Payment program while still continuing to be a customer of the City of Lake Worth Beach utilities, the \$25.00 credit will be reversed and charged back to the customer within one year.</p>	\$25.00
7)	<p>Payment Plans</p> <p>The City Manager or Electric Utility Director shall have the authority to create and implement uniformly applicable payment plans</p>	
Footnote / Explanation		



**SCHEDULE OF FEES AND CHARGES FOR SERVICES**

Originating Department	Description of Services Provided	Fees (\$)
<b>WATER/SEWER UTILITY</b>	<u><b>WATER AND SEWER UTILITY CHARGES</b></u>	<u>Costs</u>
Utility Customer Services	<p><u>Section 7. Returned Checks/Payment Issues</u></p> <p>A) A service charge of Twenty-Five Dollars (\$25.00) if the payment amount does not exceed \$50.00;</p> <p>B) Thirty Dollars (\$30.00) if the payment amount exceeds \$50.00 but does not exceed \$300.00;</p> <p>C) Forty Dollars (\$40.00) if the payment amount exceeds \$300.00, or five percent (5%) of the payment amount, whichever is greater, shall be charged for each item dishonored by the bank upon which it is drawn.</p> <p><u>Section 8. Late Fees</u></p> <p>A) The City of Lake Worth Beach shall charge a late fee to any customer whose payment is not received on the due date and to whom a reminder notice is mailed. The late fee shall be assessed and added to the bill at the time the notice is sent.</p> <p>B) The late fee shall be charged on all residential, commercial and demand metered accounts. For those customers who need assistance in paying or tracking their bills, a duplicate late notice will be mailed to the customer designated third party at no additional charge.</p> <p>C) Late fee may be waived for units of government where proof is presented that their normal structural payment requisition system extends beyond the due date.</p> <p><u>Section 9. Demand Transfers/Collection Charges</u></p> <p>A) Without notice, in the event that an applicant responsible for one or more active utility accounts creates, or in the past created, a delinquency which resulted in finalizing the account via customer request or force, the City of Lake Worth Beach will transfer the delinquency to any of the applicant's present account(s) and will be treated as a "previous balance." This includes accounts where the previous applicant is benefitting from City service and the account is in a different name.</p> <p>B) An inactive, delinquent utility account may be referred by the City of Lake Worth Beach to an attorney and/or collection agency after reasonable efforts have been made to collect the amount owing. If such a referral is made, reasonable attorney and/or collection agency fees may be added to the customer's bill.</p> <p><u>Section 10. Meter Testing and/or Meter Changes</u></p> <p>A) The City of Lake Worth Beach routinely conducts a testing and maintenance program on its meters.</p> <p>B) Upon request of the customer, the City of Lake Worth Beach will test or change a meter. If the meter has been tested within the last two (2) years and a new test verifies satisfactory operation, a service charge will be charged to the customer's account</p> <p>C) If the customer requests a new meter after a new test verifies Satisfactory operation, the service charge and meter set fee shall be Charged to the customer's account.</p>	<p>\$25.00</p> <p>\$30.00</p> <p>\$40.00 or 5% if greater</p> <p>\$11.00 or 1.5% of delinquent balance, whichever is greater</p> <p>\$65.00</p>
<b>Footnote / Explanation</b>		



**SCHEDULE OF FEES AND CHARGES FOR SERVICES**

Originating Department	Description of Services Provided	Fees (\$)
<b>WATER/SEWER UTILITY</b>	<u><b>WATER AND SEWER UTILITY CHARGES</b></u>	Costs
Utility Customer Services	<p><u>Section 11. Meter Tampering/Current Diversion.</u></p> <p>Title to meters and metering equipment shall be and remain with the City of Lake Worth Beach. Unauthorized connections to, or tampering with the City of Lake Worth Beach's meter or meters, or meter seals, or indications or evidence thereof, subjects the customer to immediate discontinuance of service, prosecution under the laws of Florida, adjustment of prior bills for services rendered, and reimbursement to the City of Lake Worth Beach for all extra expenses incurred on this account. The customer will be charged a field investigation charge and civil liability under section 812.14(5), Florida Statutes, as amended from time to time.</p> <p><u>Section 12. Special Conditions.</u></p> <p>If specific water or sewer service other than that stated above is required, the City of Lake Worth Beach, at the customer's request, will provide such service based on the estimated cost of installing such additional service. This estimated cost will be a contribution in aid of construction, payable in advance by the customer to the City of Lake Worth Beach. All services shall be subject to the applicable rules, regulations and tariff charges of the City of Lake Worth Beach, including service charges.</p> <p><u>Section 13. Miscellaneous.</u></p> <p>A) Reimbursement for Extra Expenses</p> <p>The customer may be required to reimburse the City for all expenses incurred by the City on account of violations of the City's rules and regulations by the customer.</p>	\$200.00
<b>Footnote / Explanation</b>		

# EXECUTIVE BRIEF REGULAR MEETING

**AGENDA DATE:** September 20, 2022

**DEPARTMENT:** Finance

**TITLE:**

Resolution No. 78-2022 – Establishment of a Public Education Fund

**SUMMARY:**

Resolution 78-2022 establishes a new Special Revenue Fund titled “Public Education Fund” to account for public education funds received by the City from external sources.

**BACKGROUND AND JUSTIFICATION:**

The City of Lake Worth Beach desires to support and promote quality public education for every child in Lake Worth Beach Public Schools by partnering with teachers and students on projects that will showcase their accomplishments. In addition, the City wishes to provide funding for innovative classroom projects that engage the students in content that is relevant to them as well as the city.

The City will have to maintain separate revenue and expenditures within a segregated fund whereby revenue sources are restricted and or otherwise committed to educational initiatives.

An accompanying \$75,000 budget amendment recommending the transfer from the fiscal year 2021 CIP appropriation, County School Board Wi-Fi project, will be considered for adoption by the City for the FY 2022 budget to provide necessary funding.

**MOTION:**

Move to approve/disapprove Resolution No. 78-2022 to establish a new Special Revenue Fund titled “Public Education Fund” to account for revenues and expenditures committed to educational initiatives.

**ATTACHMENT(S):**

Fiscal Impact Analysis – N/A  
Resolution 78-2022

RESOLUTION NO. 78-2022 OF THE CITY COMMISSION OF THE CITY OF LAKE WORTH BEACH, FLORIDA, ESTABLISHING A PUBLIC EDUCATION FUND; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE

WHEREAS, the City of Lake Worth Beach desires to support and promote quality public education for every child in Lake Worth Beach Public Schools by collaborating with teachers and students on projects that will showcase their accomplishments; and

WHEREAS, the City wishes to provide funding for innovative classroom projects that engage the students in content that is relevant to them as well as the city; and

WHEREAS, the City encourages innovative activities outside the classroom that foster education and student growth; and

WHEREAS, the City wants to facilitate the alignment between the business community and education; and

WHEREAS, the City encourages students to participate in fine arts, STEM, multilingual and multicultural education; and

WHEREAS, the City desires to facilitate objectives and needs that may be identified from time-to-time by the City's Education Task Force or similar entity; and

WHEREAS, the City wants to create an awareness for postsecondary opportunities within city government; and

WHEREAS, the City wishes to maintain separate revenue and expenditures within a segregated fund whereby revenue sources are restricted and or otherwise committed to educational initiatives as outlined above; and

WHEREAS, the City has determined that supporting and promoting educational initiatives within the City serves a public purpose.

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

Section 1. The foregoing "WHEREAS" clauses are hereby ratified and confirmed as being true and correct and are incorporated herein by this reference.

Section 2. The appropriate Finance officers of the City are authorized and directed to

take all necessary and appropriate actions to establish a Special Revenue Fund titled "Public Education Fund" to account for public education funds received by the City from external sources, including donations, or by transfers as authorized by the City Commission from other City available funds, including; current year revenues, fund balance, unspent appropriations which may include unspent capital, or from other legal available funds; and to record the receipts and expenditures for the purposes stated herein.

Section 3. The accompanying \$75,000 budget amendment recommending the transfer from the fiscal year 2021 CIP appropriation, County School Board Wi-Fi project, will be considered for adoption by the City for the FY 2022 budget to provide necessary funding for the referenced initiatives.

Section 4. This Resolution shall become effective immediately upon its passage.

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

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

The Mayor thereupon declared this resolution duly passed and adopted on the \_\_\_\_\_ day of \_\_\_\_\_, 2022.

LAKE WORTH BEACH CITY COMMISSION

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

ATTEST:

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

# EXECUTIVE BRIEF REGULAR MEETING

**AGENDA DATE:** September 20, 2022

**DEPARTMENT:** Finance

**TITLE:**

Resolution No. 79-2022 – FY 2022 Budget Transfer

**SUMMARY:**

Resolution 79-2022 adopts a budget transfer in the amount of \$75,000 from the fiscal year 2021 CIP appropriation, County School Board Wi-Fi project, to the newly “Public Education Fund” established by Resolution No. 78-2022. Approval for this transfer is required by the City Commissioner’s because it exceeds \$50,000 and additionally, because the transfer is between funds.

**BACKGROUND AND JUSTIFICATION:**

The City of Lake Worth Beach desires to support and promote quality public education for every child in Lake Worth Beach Public Schools by partnering with teachers and students on projects that will showcase their accomplishments. In addition, the City wishes to provide funding for innovative classroom projects that engage the students in content that is relevant to them as well as the city.

Resolution 78-2022 established a new Special Revenue Fund titled “Public Education Fund” to maintain separate revenue and expenditures whereby revenue sources are restricted and or otherwise committed to educational initiatives.

This budget transfer provides funding for the educational initiatives as outlined in Resolution No. 78-2022. The source of funds will be from the fiscal year 2021 CIP appropriation, County School Board Wi-Fi project, in the amount of \$75,000.

**MOTION:**

Move to approve/disapprove Resolution No. 79-2022 to adopt the budget transfer from CIP to the new Public Education Fund.

**ATTACHMENT(S):**

Fiscal Impact Analysis  
Resolution 79-2022

**FISCAL IMPACT ANALYSIS**

**A. Five Year Fiscal Impact Summary:**

<b>Fiscal Years</b>	<b>2022</b>	<b>2023</b>	<b>2024</b>	<b>2025</b>	<b>2026</b>
External Revenues	0	0	0	0	0
Program Income	0	0	0	0	0
In-kind Match	0	0	0	0	0
Operating Expenditures	0	0	0	0	0
Capital Expenditures	0	0	0	0	0
Net Fiscal Impact	0	0	0	0	0
Additional Full-Time	0	0	0	0	0

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

Account Number	Account Description	Project Number	FY22 Budget	Current Balance	Budget Transfer	Agenda Expenditure	Balance

**C. Budget Action**

	<b>G/L Number</b>	<b>Description</b>	<b>\$ Amount</b>
<b>Appropriation Of Funds</b>			
New Revenues / Sources of Funds			
Subtotal			-
New Expenditures / Uses of Funds			
Subtotal			-
Net Change - must be positive			-
<b>Transfer of Funds</b>			
Transfer From / Source of Funds	421-6034-531.63-60	School Board Wi-Fi CIP Project	75,000.00
Subtotal			75,000.00
Transfer To / Use of Funds	105-9010-519.34-50	Public Education Fund	75,000.00
Subtotal			75,000.00
Net Change - must be positive			-

**RESOLUTION NO. 79-2022, BUDGET TRANSFER OF THE CITY OF LAKE WORTH BEACH, A MUNICIPAL CORPORATION OF THE STATE OF FLORIDA, MAKING A BUDGET TRANSFER OF \$75,000 BETWEEN FUNDS FOR THE CITY'S NECESSARY OPERATING EXPENSES, THE USES AND EXPENSES OF THE VARIOUS FUNDS AND DEPARTMENTS OF THE CITY FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2021 AND ENDING SEPTEMBER 30, 2022; AND PROVIDING FOR AN EFFECTIVE DATE**

WHEREAS, the City of Lake Worth Beach, Florida (the "City") previously adopted the Fiscal Year (FY) 2022 Annual Operating Budget pursuant to Resolution No. 60-2021 on September 27, 2021;

WHEREAS, the City finds it is necessary and essential to transfer funds from the FY 2022 Capital Improvement Program (CIP) Budget to the newly "Public Education Fund" established by Resolution No. 78-2022;

WHEREAS, Approval for this transfer is required by the City Commissioner's because of it exceeds \$50,000 and additionally, because the transfer is between funds

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

Section 1. The above recitals are hereby ratified and confirmed as being true and correct and are hereby incorporated into this Resolution.

Section 2. As hereinafter stated in this Resolution, the term "fiscal year" shall mean the period of time beginning October 1, 2021, and ending and including September 30, 2022.

Section 3 The funds and available resources and revenues that are set out and attached as Exhibit "A" and incorporated herein by reference, be, and the same hereby are, transferred to provide the monies to be used to pay the necessary operating and other expenses of the respective funds and departments of the City for the fiscal year.

Section 4. The sums, which are set out in Exhibit "A" and herein incorporated by reference, listed as operating and other expenses of the respective funds and departments of the City, be, and the same hereby are, transferred and shall be paid out of the revenues herein transferred for the fiscal year.

Section 5. The revenues and the expenses for which transfers are hereby made, all set forth above, shall be as set out in the Revised City of Lake Worth Operating Budget for the fiscal year as attached in Exhibit "A".

Section 6. The sums set out in Exhibit "A" are hereinbefore incorporated by reference and based upon departmental estimates prepared by the City Manager and the Finance

Director, shall be, and the same hereby are, fixed and adopted as the revised budget for the operation of the City and its other enterprises for the fiscal year.

Section 7. Except as amended in Exhibit "A" hereto, the remainder of the FY 2022 Annual Operating Budget for the fiscal year remains in full force and effect.

Section 8. This resolution shall become effective immediately upon its passage.

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

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

The Mayor thereupon declared this resolution duly passed and adopted on the 20<sup>th</sup> day of September 2022.

LAKE WORTH BEACH CITY COMMISSION

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

ATTEST:

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