



AGENDA
CITY OF LAKE WORTH BEACH
ELECTRIC UTILITY CITY COMMISSION MEETING
CITY HALL COMMISSION CHAMBER
TUESDAY, SEPTEMBER 28, 2021 - 6:00 PM

ROLL CALL:

PLEDGE OF ALLEGIANCE: led by Commissioner Kimberly Stokes

AGENDA - Additions / Deletions / Reordering:

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

- A. [Presentation by Doug Coward, Chief Executive Officer of the non-profit Solar Energy Loan Fund, regarding low-interest home improvement loans for energy conservation and resiliency to middle and low-income homeowners](#)
- B. [Greener, Leaner and Smarter: Transforming the Electric Utility Industry presentation by Dan York, Ph.D., Fellow at the American Council for an Energy-Efficient Economy](#)

PUBLIC PARTICIPATION OF NON-AGENDAED ITEMS AND CONSENT AGENDA:

APPROVAL OF MINUTES:

- A. [August 31, 2021](#)

NEW BUSINESS:

- A. [Electric Utility Cost of Service Study and Proposed Rates](#)
- B. [Discussion of possible LWB Solar Energy Loan Fund \(SELF\) programs and associated potential LWB Energy Conservation/Energy Efficiency programs](#)
- C. [Initial Discussion of setting objectives and policy for the Lake Worth Beach Electric Utility](#)
- D. [Agreement with DataProse, LLC for Utility Bill Printing and Mailing Services](#)
- E. [Third Amendment to Task Order No. 3 with E.C. Fennell, PA., for additional engineering design services for Phase 1 & Phase 2 of the 1W05 circuit](#)
- F. [First Amendment to Agreement with KVA, Inc., for the Main Yard Substation Prefabricated Control House](#)
- G. [First Amendment to Task Order No. 5 with Power Engineers, Inc. to complete additional engineering design for the new Canal 8-Bay Distribution Substation](#)

ADJOURNMENT:

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)

Solar and Energy Loan Fund (SELF)

Doug Coward
Founder and Executive Director

History: Solar and Energy Loan Fund (SELF)

First and only Non-Profit “Green” Bank in Florida

SELF was the first local government green bank in America created by St. Lucie County in 2010 with a \$3 million grant from the U.S. Department of Energy (DOE) via the American Recovery and Reinvestment Act.

▪ SELF’s Primary Innovations:

- Advancing social, environmental and economic justice for low- to moderate-income (LMI) property owners through lending based on Ability to Pay, *not* credit scores or equity (i.e., “financial inclusion”).
- One of only a few CDFIs in America providing unsecured consumer loans to LMI homeowners.
- One of the first CDFIs in America advancing climate and sustainability loans.

Mission

To rebuild and empower underserved communities by providing access to affordable and innovative financing for sustainable property improvements, including: energy efficiency; renewable energy; wind-hazard mitigation; water quality improvements; health and disability modifications, and more.

LOAN SUPPORT SERVICES

- **Financial Inclusion**: SELF loans provide access to low-cost financing for much-needed home repairs and improvements. Homeowners save 10-15% on interest rates and build or rebuild their credit as they pay off their loans.
- **Contractor Network**: SELF protects homeowners from unscrupulous contractors through a pre-vetted contractor network which verifies proper licenses and insurance and a good track record. We also check pricing to prevent price gouging.
- **Project Management**: SELF also helps homeowners achieve quality workmanship and compliance with building codes and regulations. Payment is made to the contractor after local building officials inspect and sign off on the improvements.

Types of Improvements

- **Energy Conservation & Efficiency** (e.g. high-efficiency AC, LED lights)
- **Renewable Energy** (e.g., solar PV, solar water heaters) solar attic fans, solar A/C systems)
- **Climate Resilience** (e.g., new roofs/repairs, impact windows, doors, hurricane shutters)
- **Water Quality/Health** (e.g., septic-to-sewer conversions and lateral line replacements. Potable water hook-ups. Plumbing. Mold remediation)
- **Disability Modifications/Aging In Place** (e.g., wheelchair ramps, walk-in showers, widening doorways and hallways, assistive technologies, and more)
- **Miscellaneous** (20% of project can be for general home improvements not included above)

Lending Programs

“Unsecured” Personal Loans

- 1) **CDFI loans** - SELF is a certified Community Development Financial Institution (CDFI) as per U.S. Treasury’s CDFI Fund. We focus on Low- and Moderate-Income (LMI) homeowners. This is our Flagship lending program (85% of our total lending), which funds EE, RE, and WHM.
- 2) **KIVA crowdfunded loans** - SELF is an approved “Field Partner” with KIVA (international nonprofit crowdfunding platform). This special program has raised \$1 million of globally crowdfunded loans – specifically for women and veterans, and provided them with our lowest interest rates of 5% fixed (6.2% APR).
- 3) **Water Quality loans** - for potable water hook-ups and sewer loans for septic-to-sewer conversions and lateral line replacement. Special pilot program underway in Martin County for septic to sewer conversions.
- 4) **Home Adaptation Loan Options** (HALO) for seniors and disabled homeowners, including assistive technologies and aging in place (e.g., wheel chair ramps, chair lifts).

Results

- \$30 MM raised to date; leveraging \$90 MM in Projects
- \$19 MM of unsecured loans deployed in 2,200 home-improvement projects helping more than 5,000 people
- 74% of SELF clients are LMI and/or have low credit scores
- Average Default rates remain BELOW 2%
- Recruited 700+ Contractors for SELF network (#Green Jobs)
- \$5 MM grant awarded by JPMorgan Chase (ProN Grant), leveraging \$65 MM invested in 300 affordable housing units and 200 residential rehab projects.
- Increased lending by 393% over the last three (3) years and grew by 84% in 2020.
- Opened up new satellite offices in St. Pete, Tampa and Orlando, and we are currently expanding into Miami-Dade County and Atlanta.

Greener, Leaner, and Smarter: Transforming the Electric Utility Industry

Dan York, Ph.D. Senior Fellow

Presented to the Lake Worth Beach Electric Utility City Commission

28 September 2021



American Council for an Energy-Efficient Economy



The American Council for an Energy-Efficient Economy is a nonprofit 501(c)(3) founded in 1980. We act as a catalyst to advance energy efficiency policies, programs, technologies, investments, & behaviors.

Our research explores economic impacts, financing options, behavior changes, program design, and utility planning, as well as US national, state, & local policy.

Our work is made possible by foundation funding, contracts, government grants, and conference revenue.

aceee.org @ACEEEdc

ACEEE ::
American Council for an Energy-Efficient Economy

Electric utility transformations underway

Business models

- **Traditional model decaying, new business/regulatory models emerging – still very uncertain**

Technologies

- **Existing technologies antiquated, aging**
- **New smart technologies and grid emerging**

Resources

- **Distributed resources growing rapidly**
- **Costs of renewables at parity in some cases**
- **Energy efficiency: large, growing, invisible resource**



Industry in upheaval: “death spiral?”

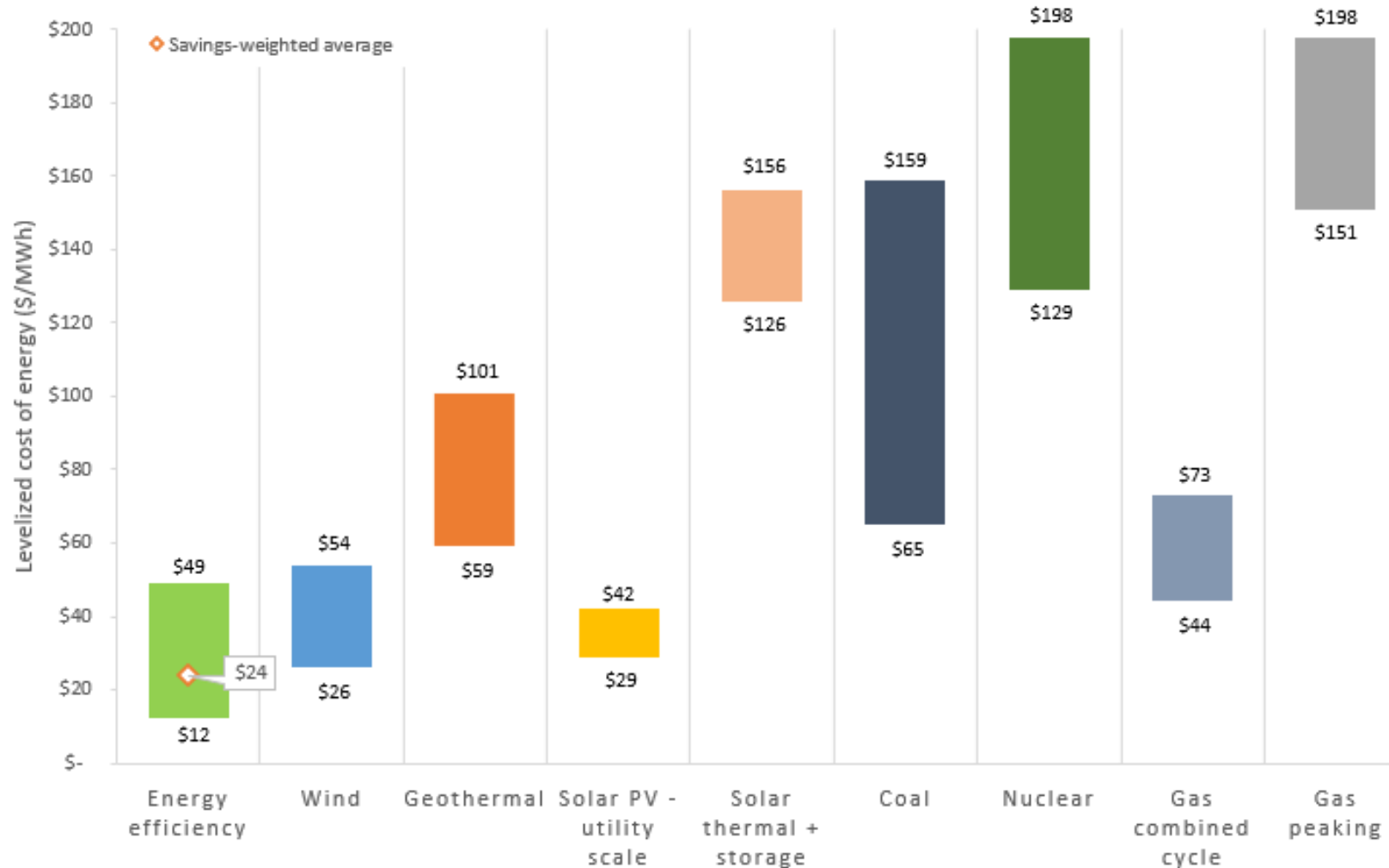
DEATH SPIRAL



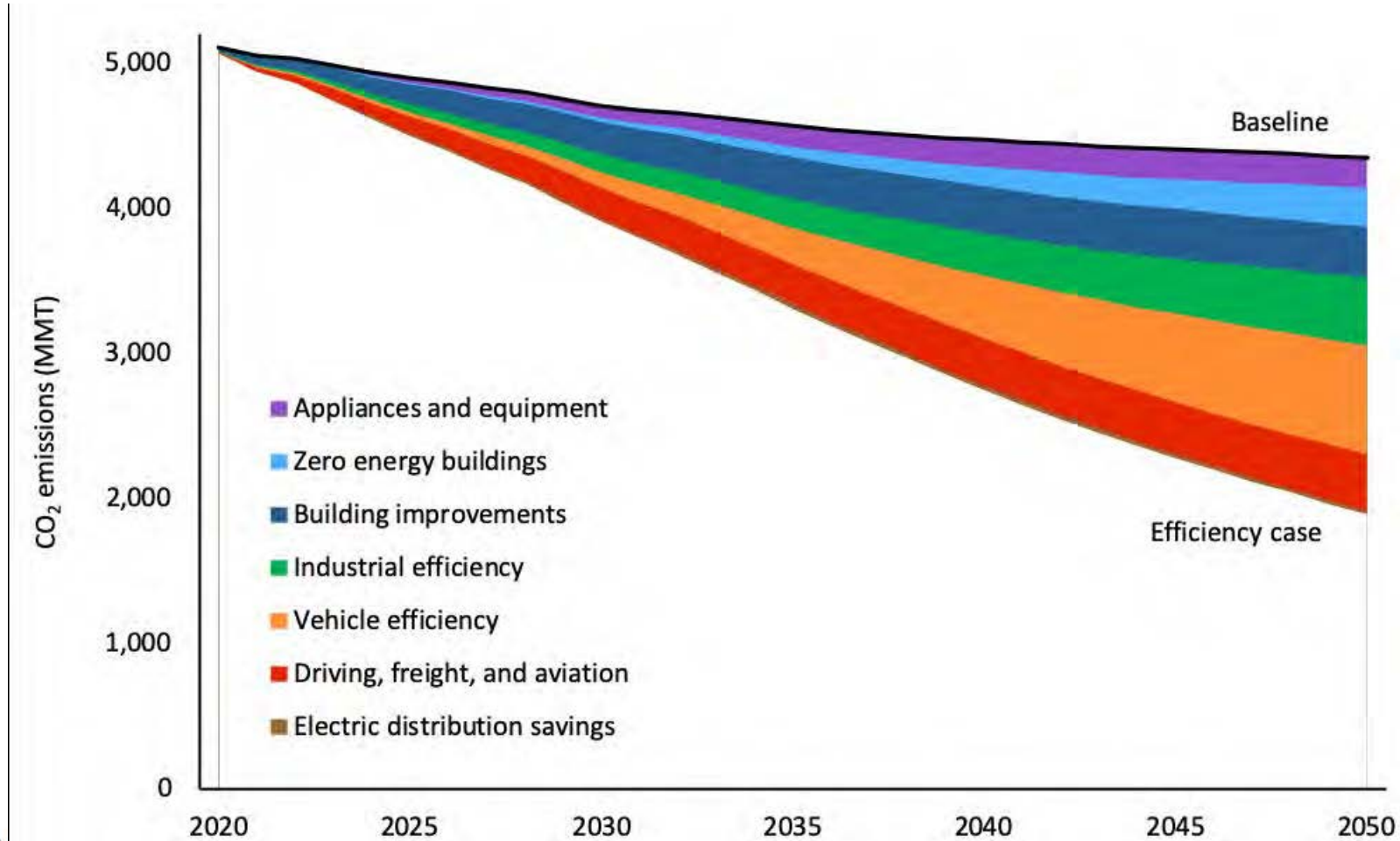
- High-cost infrastructure in place
- Competitive alternatives, e.g. customer-owned PV or community solar
- Customers generate own power – buy less from utility
- Customers also become more efficient – buy less
- Same high-cost system in place
- Costs distributed across fewer customers/kWh sold
- Rates increase → alternatives more competitive → more customers generate own power → more conservation → cycle repeats
- Threat is real, but ACEEE research shows that it is overstated – still marginal impacts

Reference: *The Future of the Utility Industry and the Role of Energy Efficiency*,
Steve Nadel and Garrett Herndon, ACEEE Research Report u1404

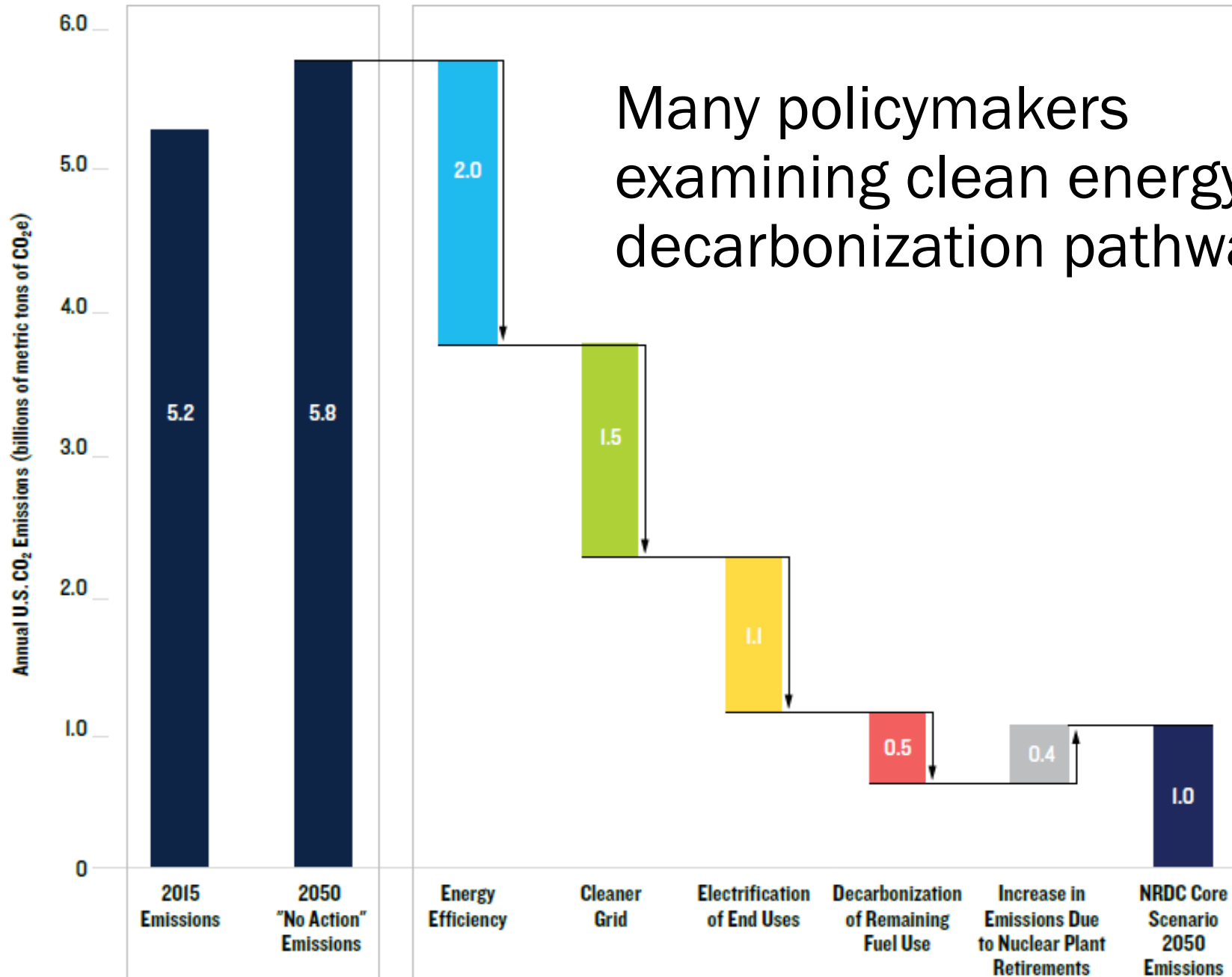
Energy efficiency: a low-cost utility resource



Half-way to zero carbon with energy efficiency, (other half by electrification and decarbonization of the grid)



Many policymakers examining clean energy and decarbonization pathways



Other forces of change

- Smart grid and smart technologies
- Distributed resources (decentralized, customer-sited or community solar generation)
- Volatile, unpredictable energy markets
- Environmental regulation
- Pending new federal clean energy infrastructure investments
- Changing customer preferences → increased demand for clean power
- States, cities, and communities seeking clean energy goals



Rapid emergence of “smart grid”— no standard definition, but characterized by technologies that are:

- Connected
- Communicating
- Integrated
- Responsive
- Data-rich
- Real-time
- Diagnostic
- Analytical
- Predictive
- Learning



Smart, connected, interactive technologies create new opportunities for customers, utilities and grid operators: flexible loads, improved resilience and reliability

Rapid increase in distributed resources

- Costs of renewable generation have declined rapidly; increasingly competitive
- Greening of the grid: customer demand for renewable energy increasing rapidly
- Reliability, resilience increasing attraction of on-site generation (e.g., solar with battery storage)
- Energy efficiency: key role in distributed resources (complements renewables and electrification)
- Other emerging technologies such as electric vehicles and energy storage



Policies in flux

- Pending new federal clean energy/decarbonization infrastructure legislation
- Some push-back or stagnation of energy efficiency resource standards (EERS)
- New rate designs (esp. time varying)
- Concerns over rate impacts from energy efficiency
- Misperception that the energy efficiency potential has been largely tapped out due to:
 - **More stringent codes and standards**
 - **Advances in technologies and market developments toward higher efficiency of products and services**



Conclusions

- The transformations underway in the electric utility industry are transforming energy efficiency programs and creating new options and opportunities for customers, utilities, and grid operators
- Some changes may work against customer energy efficiency, renewable energy (customer-sited or community), and other distributed energy resources, such as storage and demand response
- To prevent such harm, policies guiding this transformation need to address utility customer energy efficiency, renewable energy, smart technologies, and other distributed energy resources

Thank you!

For questions and follow-up:

Dan York

dwyork@aceee.org

608-243-1123

The top convener in energy efficiency.
aceee.org/events



**MINUTES
CITY OF LAKE WORTH BEACH
ELECTRIC UTILITY CITY COMMISSION MEETING
CITY HALL COMMISSION CHAMBER
TUESDAY, AUGUST 31, 2021 - 6:00 PM**

The meeting was called to order by Mayor Resch on the above date at 6:09 PM in the City Commission Chamber located at City Hall, 7 North Dixie Highway, Lake Worth Beach, Florida.

ROLL CALL: (0:12) Present were Mayor Betty Resch (via Zoom); Vice Mayor Herman Robinson and Commissioners Sarah Malega, Christopher McVoy and Kimberly Stokes. Also present were Interim City Manager Juan Ruiz, City Attorney Christy L. Goddeau and City Clerk Melissa Ann Coyne.

PLEDGE OF ALLEGIANCE: (0:27) led by Commissioner Sarah Malega.

AGENDA - Additions/Deletions/Reordering: (0:56)

Consent Agenda A was moved to New Business C and Consent Agenda B was moved to New Business D.

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

PRESENTATIONS: (3:44) (there is no public comment on Presentation items)

A. Presentation by Southern Alliance for Clean Energy

PUBLIC PARTICIPATION OF NON-AGENDAED ITEMS AND CONSENT AGENDA:

APPROVAL OF MINUTES: (21:50)

Action: Motion made by Commissioner Malega and seconded by Vice Mayor Robinson to approve the following minutes:

A. July 27, 2021

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

CONSENT AGENDA: (public comment allowed during Public Participation of Non-Agendaed items) (22:12)

A. (moved to New Business C) Deadline Letter for Solar Net Meter Accounts

B. (moved to New Business D) Resolution No. 56-2021 – modifying Resolution 70-2013 Section 4(A) - Refund of Residential Service Deposits

- C. Clarification of Ratification of First Amendment to Work Order No. 2 with Service Electric Company for additional construction services for the 138kV Transmission Static Line Project

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

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

PUBLIC HEARINGS:

There were no Public Hearings on the agenda.

UNFINISHED BUSINESS:

There were no Unfinished Business items on the agenda.

NEW BUSINESS: (23:12)

- A. Work Order No. 4 with Wilco Electrical LLC, for the installation of underground conduits for the 4A3S04 Feeder (23:14)

Action: Motion made by Commissioner McVoy and seconded by Commissioner Malega to approve Work Order No. 4 with Wilco Electrical LLC, for the installation of underground conduits for the 4A3S04 Feeder.

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

- B. Work Order No. 9 with The L.E. Myers Co. for the construction of the 7th Ave N Substation (23:42)

Action: Motion made by Vice Mayor Robinson and seconded by Commissioner Malega to approve Work Order No. 9 with The L.E. Myers Co. for the construction of the 7th Ave N Substation.

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

- C. (moved from Consent Agenda A) Deadline Letter for Solar Net Meter Accounts (25:22)

Action: Motion made by Vice Mayor Robinson and seconded by Commissioner Malega to approve the Deadline Letter for Solar Net Meter Accounts.

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

- D. (moved from Consent Agenda B) Resolution No. 56-2021 – modifying Resolution 70-2013 Section 4(A) - Refund of Residential Service Deposits (38:02)

City Attorney Goddeau did not read the resolution.

RESOLUTION NO. 56-2021 OF THE CITY OF LAKE WORTH BEACH, FLORIDA, AMENDING CITY RESOLUTION NO. 70-2013 TO ELIMINATE THE RETURN OF UTILITY DEPOSITS TO RESIDENTIAL CUSTOMERS WHO ARE NOT THE PROPERTY OWNER; PROVIDING THAT CONFLICTING RESOLUTIONS ARE REPEALED; PROVIDING AN EFFECTIVE DATE

Action: Motion made by Vice Mayor Robinson and seconded by Commissioner Malega to approve Resolution No. 56-2021 – modifying Resolution 70-2013 Section 4(A) - Refund of Residential Service Deposits and revisit the policy not more than 24 months from the approval date.

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

ADJOURNMENT: (1:26:34)

Action: Motion made by Commissioner Malega and seconded by Vice Mayor Robinson to adjourn the meeting at 7:36 PM.

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

Betty Resch, Mayor

ATTEST:

Melissa Ann Coyne, City Clerk

Minutes Approved: September 28, 2021

Item time stamps refer to the recording of the meeting which is available on YouTube.

EXECUTIVE BRIEF ELECTRIC UTILITY MEETING

AGENDA DATE: September 28, 2021

TITLE:

Electric Utility Cost of Service Study and Proposed Rates

SUMMARY:

Presentation, Q&A and discussion of proposed changes to electric rates.

BACKGROUND AND JUSTIFICATION:

The electric utility has conducted an electric utility cost of service study, which coupled with discussions at FY2022 budget workshops and subsequent budget approvals, has established revenue requirements for the coming fiscal years in order to prudently build fund balance and help ensure sustained favorable bond ratings. The electric utility Staff and representative(s) from City's rates consultant Leidos will provide an update to the materials presented at the July 27, 2021 City Commission meeting together with proposed rate changes for discussion and deliberation by the City Commission.

No vote on potential rate changes are being requested at this meeting. Such a vote would anticipate to be held in mid-October, giving the City Commission time to consider the matter and direct staff accordingly.

MOTION:

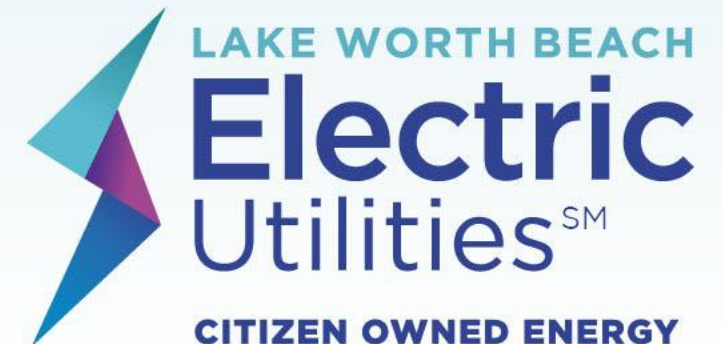
N/A

ATTACHMENT(S):

Fiscal Impact Analysis – N/A

Electric Utility Cost of Service And Proposed Rates

September 28, 2021





Background

- Electric rates were last looked at in detail circa 2013, since then underlying drivers of rates have changed significantly
- Shortly afterwards the City Commission required that our residential rates for the benchmark 1,000 kwhr/month customer achieve rate parity with the neighboring IOU by February 2018
- Rate parity has been achieved through a series of 3 rate decreases (the most recent of which took effect February of 2018) and rising comparative IOU Rates
- Today our 1,000 kWhr customer's bill is ~1/2% below the neighboring IOU rate and in the 10th lowest out of 38 utilities in the state



Background

- A Cost of Service Study by itself is not the sole determinant of Rates
 - Test year costs as well and revenue requirements are identified, and extrapolated for growth and expected changes
- Other factors must be considered in the overall decision on rates, among them:
 - Sustaining our investment-grade credit rating
 - Competitiveness and fairness
 - Ability to meet operating needs at acceptable service levels
 - Community aspirations
 - Regulatory requirements



Background

- Today we are the point where rising costs beyond our control are exceeding our ability to be offset by cost reductions in other areas
 - Fuel Costs, NERC Compliance Costs, General Fund and Shared Services Transfers, etc.
- Rating Agencies, independent graders of our financial health, are increasingly focused on the details of our financials as well as factors that underpin our ability to sustain performance relative to our investment grade rating
- We are at the point now where significant cost cutting alone, coupled with growth in customers and sales, are not enough to reach desired levels of working capital fund balance



Tonight's Agenda

- Tonight our Rates Consultants at Leidos will present a suggested pathway of rate changes aimed at achieving 180 days of working capital over 5 years as presented by Stantec's Scenario C at our recent Budget Workshop
- Tonight's meeting is intended to be informative with opportunity for Q&A, no specific action is being requested at this time but a consensus on direction is needed so that a specific approval can be requested in October for implementation effective January 1, 2022



Observations

- Our Residential rates are competitive statewide and regionally with IOUs and Municipal counterparts alike
 - We rank 10th out of 38 utilities in the state
- Our Commercial rates are high and Commercial revenues are declining
- Base energy and fuel charges need to be adjusted as these have changed significantly since they were last set many years ago
- Commercial Demand rates are high, and should be adjusted to market
- Our minimum bill amounts are substantially lower than our actual costs
 - ~10% of customers are receiving service at rates well below our cost of infrastructure required to serve them, and much further below costs of service if capacity costs are included

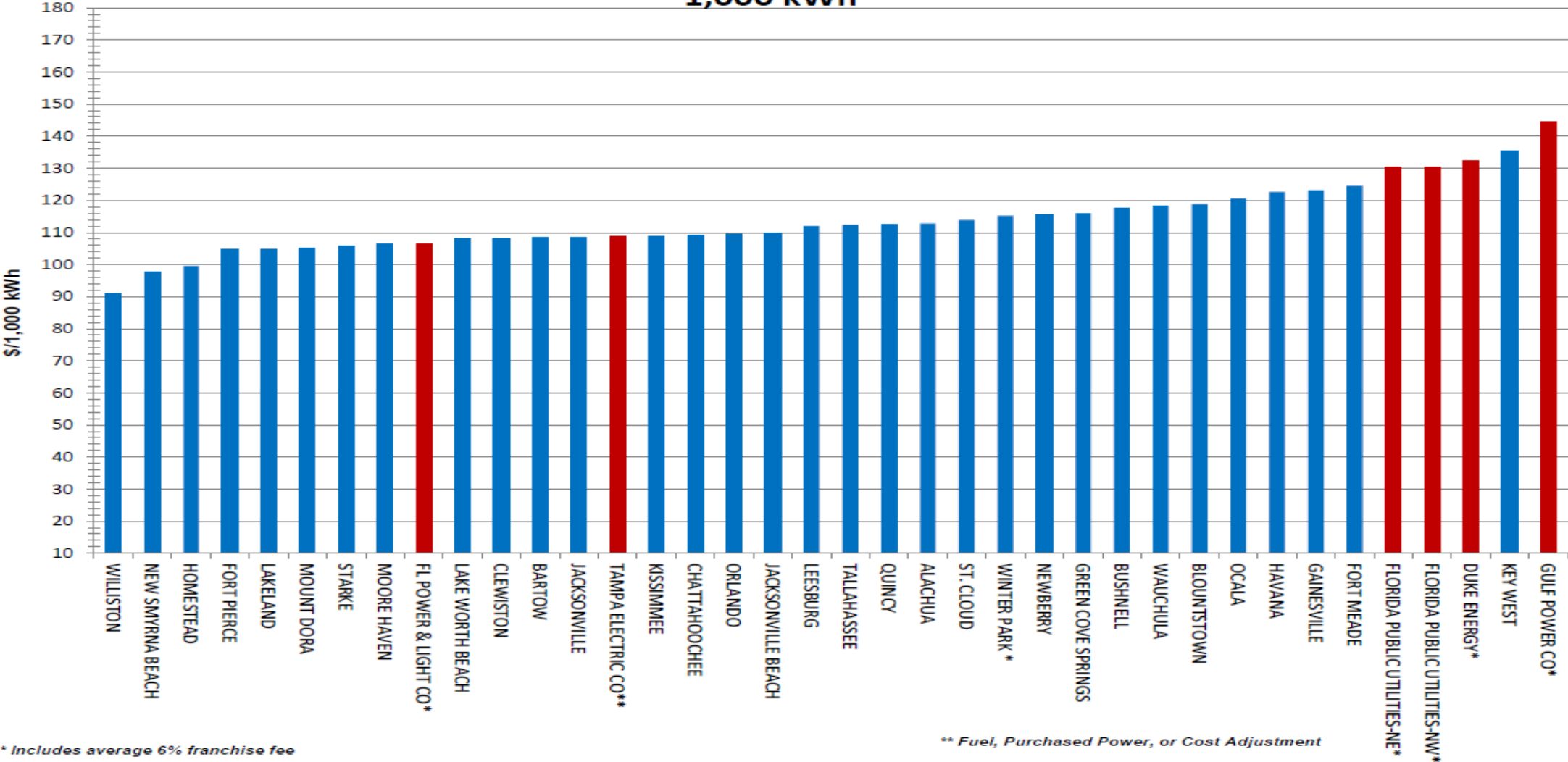


Observations

- Customer revenues are lower today than in 2017
 - Rate decreases, Covid-19, Net Metering, Energy Conservation, etc.
- Customer's use patterns have yet not returned to pre-Covid levels
 - Commercial market segment is decreasing as a percentage of the total market
- Reopening of schools and the coming season should help grow the Commercial market from current levels
- Customer counts are growing
- New Residential developments expected to positively impact revenue growth in FY2021 and FY2022 (Mid & Bohemian)

Statewide Ranking of Residential Electric Rates

Lowest to Highest Residential Bill Comparison, July 2021
1,000 kWh



* Includes average 6% franchise fee

** Fuel, Purchased Power, or Cost Adjustment

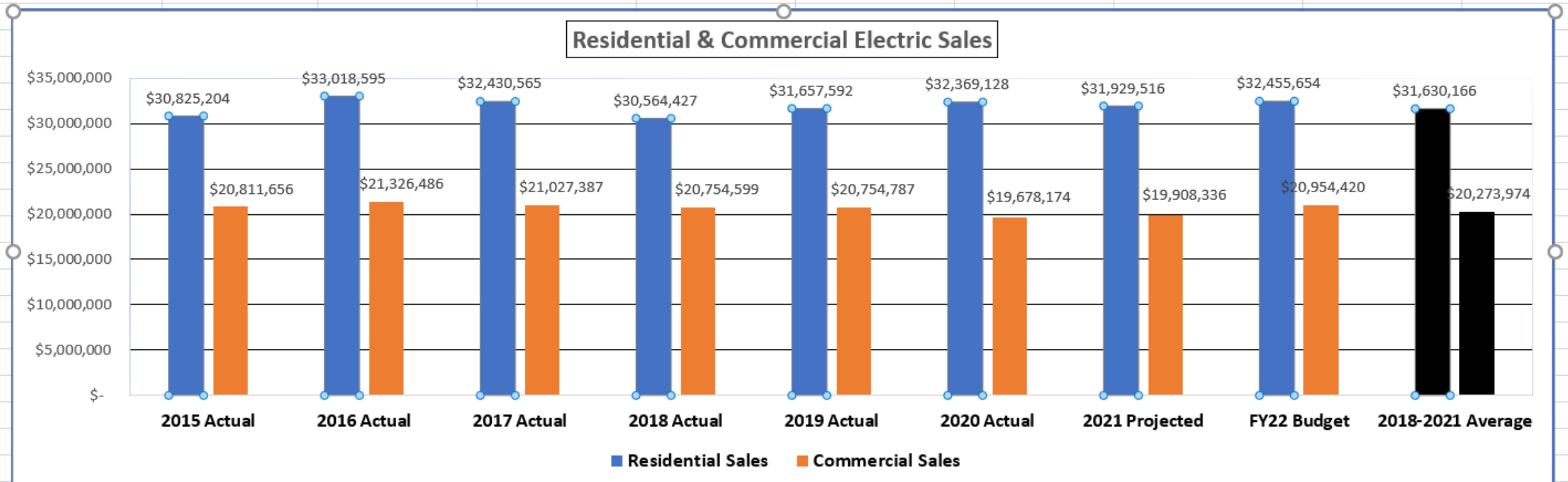
Commercial Rates Comparison

		Lake Worth Beach	Local IOU	Local IOU Rate Differential vs LWB
kW	kWh			
	750	\$ 122.10	\$ 85.94	-30%
	1,500	\$ 244.37	\$ 160.60	-34%
30	6,000	\$1,179.56	\$ 717.49	-39%
40	10,000	\$1,698.48	\$1,057.33	-38%
75	15,000	\$2,734.75	\$1,751.63	-36%
75	30,000	\$4,034.66	\$2,576.84	-36%
150	60,000	\$7,926.56	\$5,125.61	-35%

Data Source; LWB Commercial Bill Calculator Model and FMEA July 2021 Rates Comparison

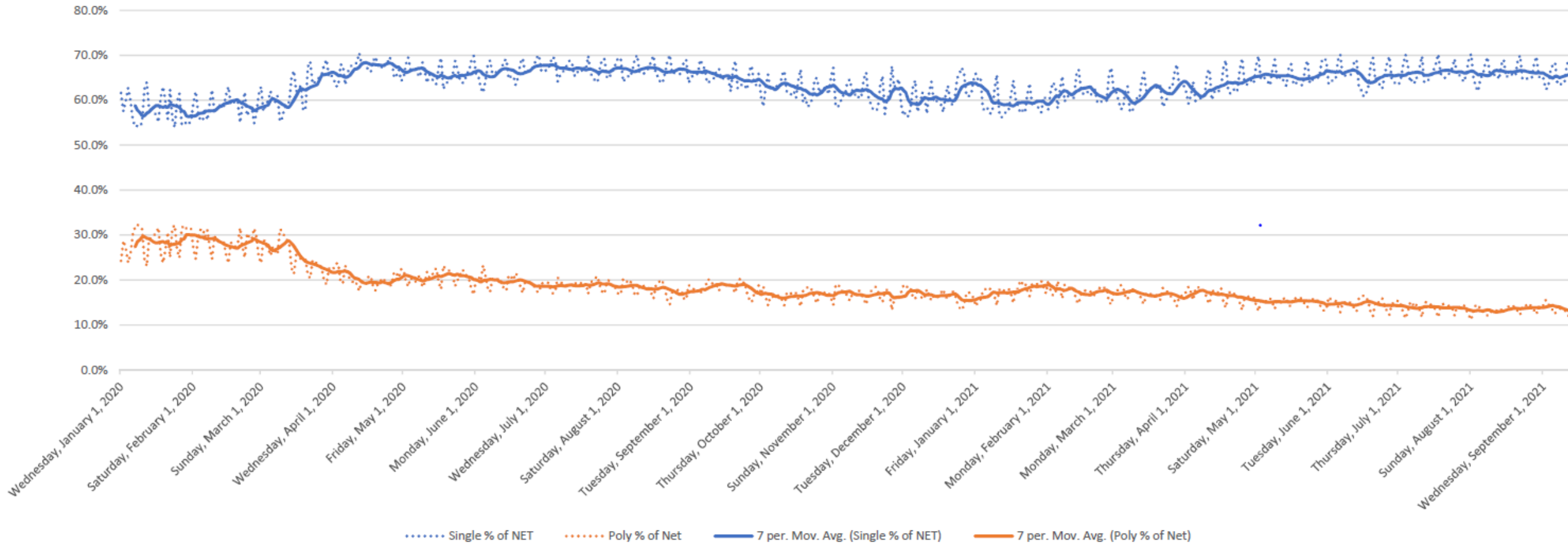
Residential & Commercial Revenue History

Residential & Commercial Electric Sales (2015 - 2021)									
Category	2015 Actual	2016 Actual	2017 Actual	2018 Actual	2019 Actual	2020 Actual	2021 Projected	FY22 Budget	2018-2021 Average
Residential Sales	\$30,825,204	\$33,018,595	\$32,430,565	\$30,564,427	\$31,657,592	\$32,369,128	\$31,929,516	\$32,455,654	\$31,630,166
Commercial Sales	\$20,811,656	\$21,326,486	\$21,027,387	\$20,754,599	\$20,754,787	\$19,678,174	\$19,908,336	\$20,954,420	\$20,273,974
Combined Total	\$51,636,860	\$54,345,081	\$53,457,952	\$51,319,026	\$52,412,379	\$52,047,302	\$51,837,852	\$53,410,074	\$51,904,140



Residential & Commercial Electric Trends

Single Phase & Poly Phase Consumption by % of Net to System



Single % of NET Poly % of Net 7 per. Mov. Avg. (Single % of NET) 7 per. Mov. Avg. (Poly % of Net)



Stantec Base Case

1.73% revenue adjustments start in FY 2023

Combined System targets are met

	FY 2021	FY 2022	FY 2023	FY 2024	FY 2025	FY 2026	FY 2027	FY 2028	FY 2029	FY 2030	FY 2031	FY 2026	FY 2031
% Monthly Bill Increase	0.00%	0.00%	1.73%	1.75%	1.77%	1.79%	1.81%	1.83%	1.85%	1.87%	1.89%		
Residential Bill (1000 kWh)	\$107.99	\$107.99	\$109.85	\$111.78	\$113.75	\$115.79	\$117.89	\$120.05	\$122.27	\$124.56	\$126.92		
Senior-Lien DSC	10.22	2.50	2.73	2.03	1.84	1.60	1.52	1.49	1.44	1.38	1.32		
Combined System DSC	8.37	2.79	2.70	2.16	1.98	1.80	1.72	1.72	1.69	1.68	1.65		
Combined System Reserve (Days)	178	186	219	241	252	273	251	227	201	176	150		
Franchise Fee % of Revenue	7.7%	8.3%	8.1%	8.0%	7.9%	7.7%	8.1%	8.0%	7.9%	7.7%	7.5%		
Net Cash Flow (\$ M)	8.89	(0.72)	2.43	2.34	1.46	0.38	(0.18)	(0.43)	(0.90)	(1.43)	(2.04)		

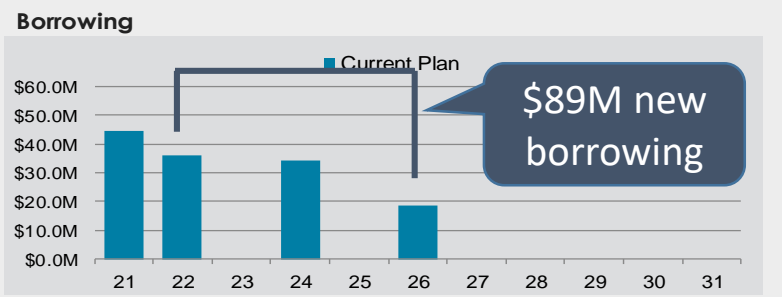
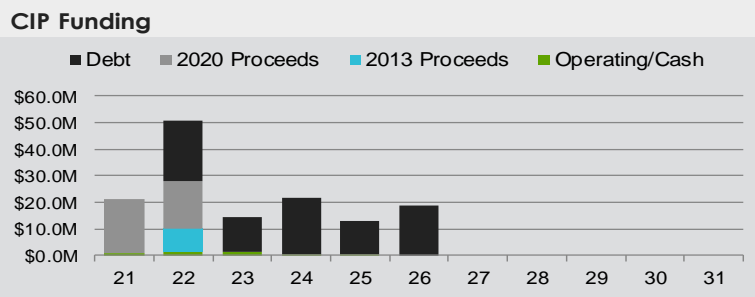
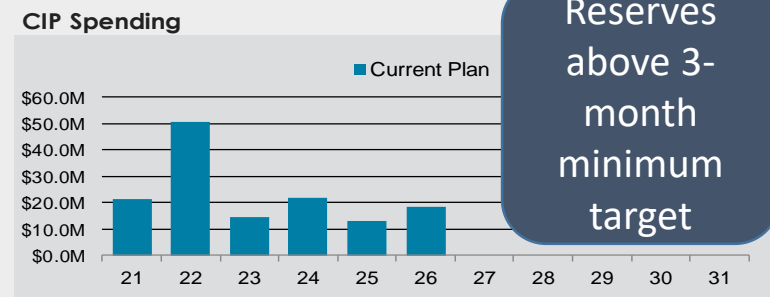
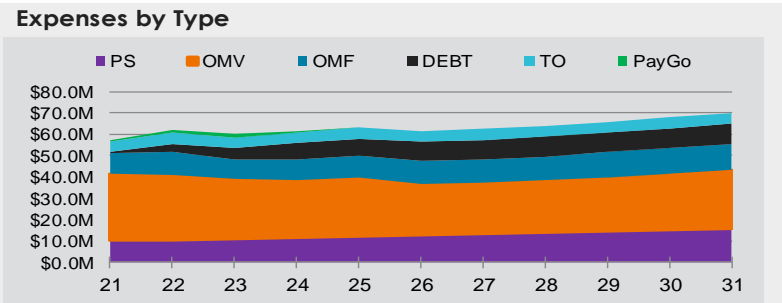
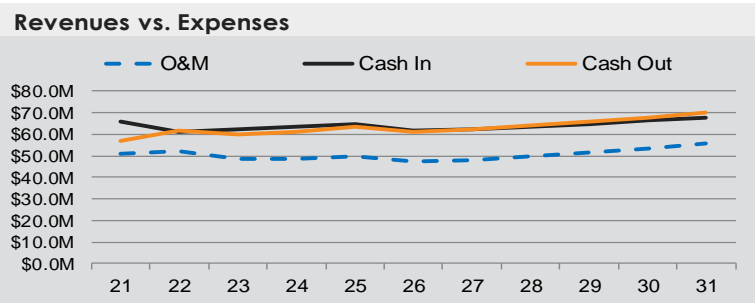
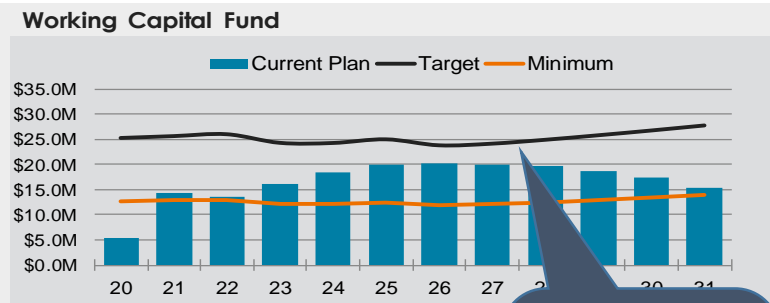
Scenario Manager

Normalize Rev. No

Inventories 25%

Reimburse 21 Yes

Check -



Reserves above 3-month minimum target

\$89M new borrowing

Stantec Scenario A

Scenario A – 3% Increase 1/1/22, Next Increase FY24 (10/1/23)



LAKE WORTH BEACH ELECTRIC UTILITY

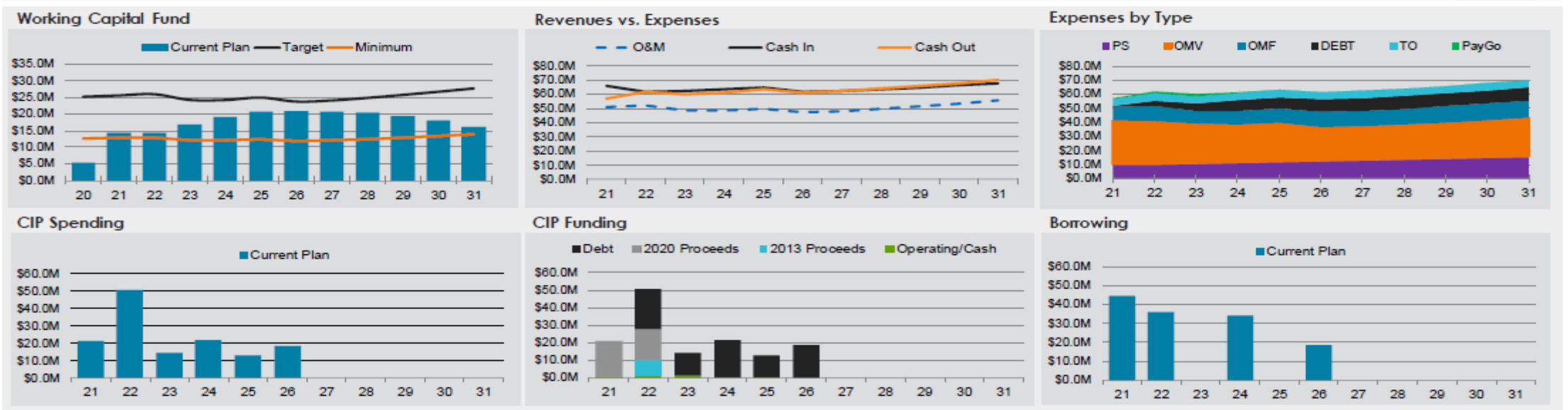


CALC SAVE CTRL LAST OVR

	FY 2021	FY 2022	FY 2023	FY 2024	FY 2025	FY 2026	FY 2027	FY 2028	FY 2029	FY 2030	FY 2031	FY 2026	FY 2031
Electric Rate Adjustment Plan	0.00%	3.00%	0.00%	3.00%	3.00%	3.00%	3.00%	3.00%	3.00%	3.00%	3.00%	12.73%	30.77%
% Monthly Bill Impact	0.00%	1.73%	0.00%	1.75%	1.77%	1.79%	1.81%	1.83%	1.85%	1.87%	1.89%		
Residential Bill (1000 kWh)	\$107.99	\$109.85	\$109.85	\$111.78	\$113.75	\$115.79	\$117.89	\$120.05	\$122.27	\$124.56	\$126.92		
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Combined System DSC	8.37	2.91	2.70	2.16	1.98	1.80	1.72	1.72	1.69	1.68	1.65		
Combined System Reserve (Days)	178	189	223	245	256	277	255	231	205	180	153		
Franchise Fee % of Revenue	7.7%	8.3%	8.0%	8.0%	7.9%	7.7%	8.1%	8.0%	7.9%	7.7%	7.5%		
Net Cash Flow (\$ M)	8.89	0.01	2.44	2.35	1.46	0.38	(0.18)	(0.42)	(0.89)	(1.42)	(2.03)		


Scenario Manager

Normalize Rev.	No
Inventories	25%
Reimburse 21	Yes
Check	-




Stantec Scenario B

Scenario B – 1% Increase 1/1/22, Next Increase FY24 (10/1/23)



LAKE WORTH BEACH ELECTRIC UTILITY



CALC SAVE CTRL LAST OVR

	FY 2021	FY 2022	FY 2023	FY 2024	FY 2025	FY 2026	FY 2027	FY 2028	FY 2029	FY 2030	FY 2031	FY 2026	FY 2031
Electric Rate Adjustment Plan	0.00%	1.00%	0.00%	3.00%	3.00%	3.00%	3.00%	3.00%	3.00%	3.00%	3.00%	10.45%	28.02%
% Monthly Bill Impact	0.00%	0.58%	0.00%	1.73%	1.75%	1.77%	1.80%	1.82%	1.84%	1.86%	1.88%		
Residential Bill (1000 kWh)	\$107.99	\$108.61	\$108.61	\$110.49	\$112.43	\$114.43	\$116.48	\$118.60	\$120.77	\$123.02	\$125.33		
Senior-Lien DSC	10.22	2.56	2.61	1.94	1.76	1.51	1.43	1.40	1.35	1.29	1.22		
Combined System DSC	8.37	2.83	2.62	2.09	1.92	1.74	1.66	1.66	1.63	1.62	1.59		
Combined System Reserve (Days)	178	187	217	235	243	259	234	207	177	149	119		
Franchise Fee % of Revenue	7.7%	8.3%	8.1%	8.1%	7.9%	7.8%	8.2%	8.1%	8.0%	7.8%	7.6%		
Net Cash Flow (\$ M)	8.89	(0.48)	1.78	1.66	0.75	(0.36)	(0.95)	(1.22)	(1.73)	(2.29)	(2.93)		

Scenario Manager

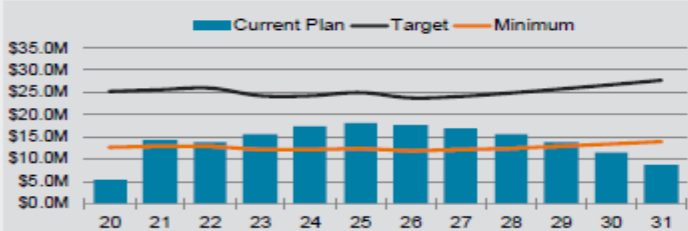
Normalize Rev. No

Inventories 25%

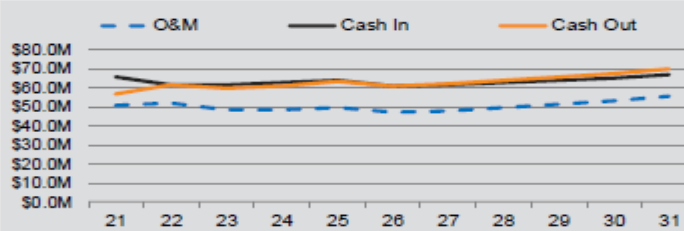
Reimburse 21 Yes

Check -

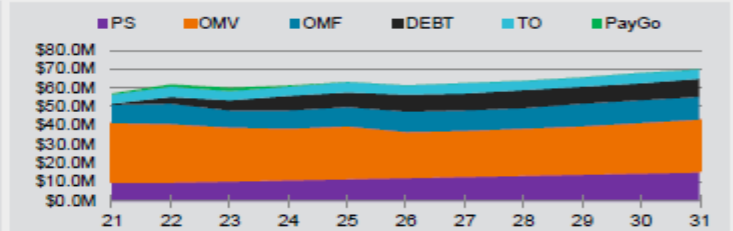
Working Capital Fund



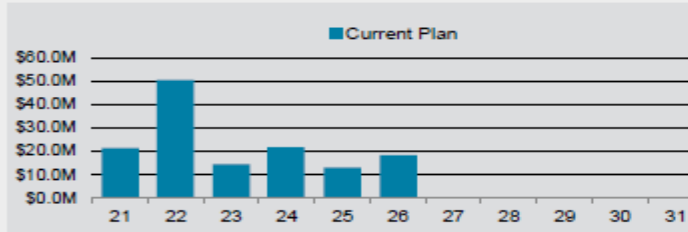
Revenues vs. Expenses



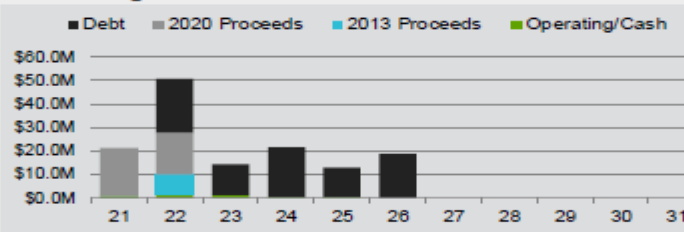
Expenses by Type



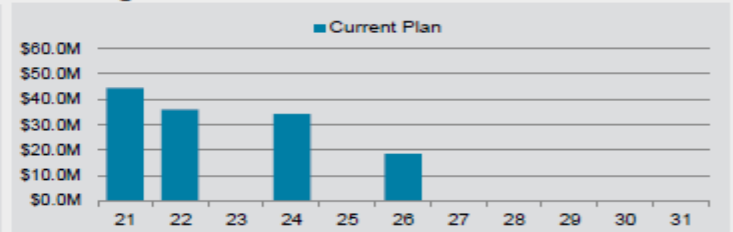
CIP Spending



CIP Funding




Borrowing




Stantec Scenario C

Scenario C – 3% Increase 1/1/22, Next Increase FY23 (10/1/22)



LAKE WORTH BEACH ELECTRIC UTILITY

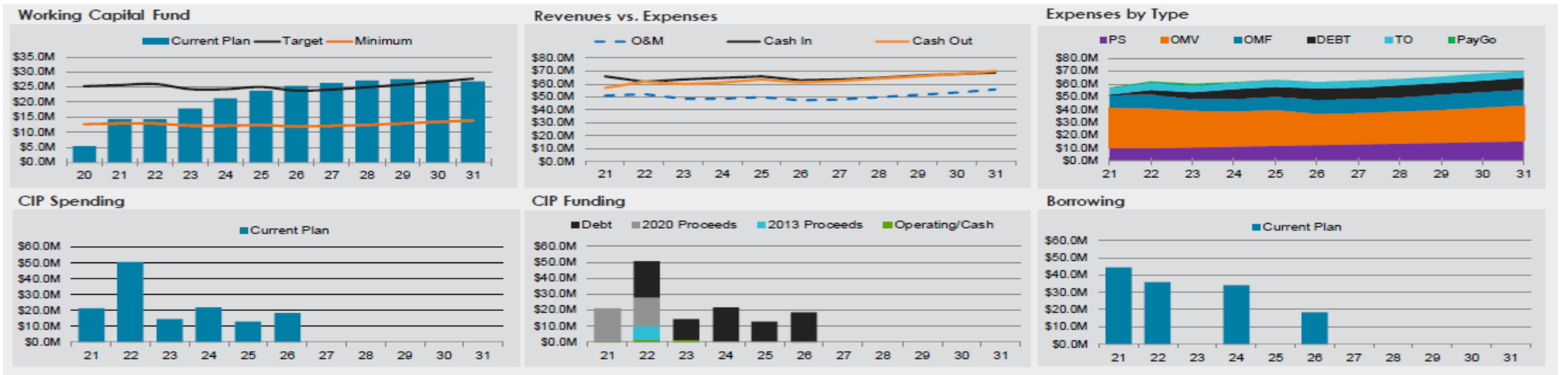


CALC SAVE CTRL LAST OVR

	FY 2021	FY 2022	FY 2023	FY 2024	FY 2025	FY 2026	FY 2027	FY 2028	FY 2029	FY 2030	FY 2031	FY 2026	FY 2031
Electric Rate Adjustment Plan	0.00%	3.00%	3.00%	3.00%	3.00%	3.00%	3.00%	3.00%	3.00%	3.00%	3.00%	16.14%	34.66%
% Monthly Bill Impact	0.00%	1.73%	1.75%	1.77%	1.79%	1.81%	1.83%	1.85%	1.87%	1.89%	1.91%		
Residential Bill (1000 kWh)	\$107.99	\$109.85	\$111.78	\$113.75	\$115.79	\$117.89	\$120.05	\$122.27	\$124.56	\$126.92	\$129.34		
Senior-Lien DSC	10.22	2.69	2.93	2.17	1.98	1.72	1.64	1.62	1.58	1.53	1.47		
Combined System DSC	8.37	2.91	2.82	2.25	2.07	1.89	1.80	1.81	1.79	1.78	1.75		
Combined System Reserve (Days)	178	189	228	256	272	300	284	265	244	223	202		
Franchise Fee % of Revenue	7.7%	8.3%	8.0%	7.9%	7.7%	7.6%	7.9%	7.9%	7.7%	7.5%	7.4%		
Net Cash Flow (\$ M)	8.89	0.01	3.45	3.40	2.56	1.52	1.01	0.81	0.39	(0.09)	(0.65)		

Scenario Manager

Normalize Rev.	No
Inventories	25%
Reimburse 21	Yes
Check	-



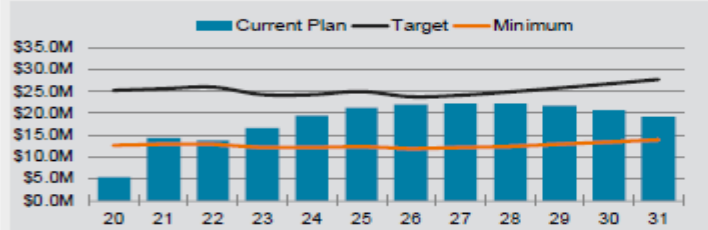
Stantec Scenario D

Scenario D – 1% Increase 1/1/22, Next Increase FY23 (10/1/22)

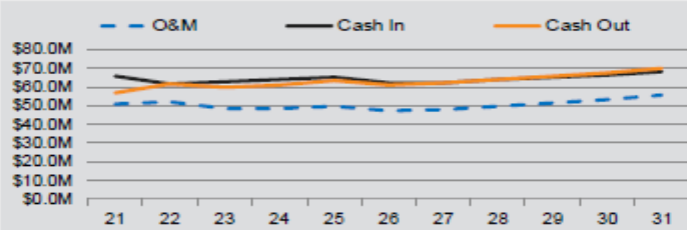
FAMS												LAKE WORTH BEACH ELECTRIC UTILITY		Stantec		
												CALC	SAVE	CTRL	LAST	OVR
	FY 2021	FY 2022	FY 2023	FY 2024	FY 2025	FY 2026	FY 2027	FY 2028	FY 2029	FY 2030	FY 2031	FY 2026	FY 2031			
Electric Rate Adjustment Plan	0.00%	1.00%	3.00%	3.00%	3.00%	3.00%	3.00%	3.00%	3.00%	3.00%	3.00%	13.77%	31.81%			
% Monthly Bill Impact	0.00%	0.58%	1.73%	1.75%	1.77%	1.80%	1.82%	1.84%	1.86%	1.88%	1.90%					
Residential Bill (1000 kWh)	\$107.99	\$108.61	\$110.49	\$112.43	\$114.43	\$116.48	\$118.60	\$120.77	\$123.02	\$125.33	\$127.70					
Senior-Lien DSC	10.22	2.56	2.80	2.08	1.89	1.64	1.56	1.53	1.48	1.43	1.37					
Combined System DSC	8.37	2.83	2.74	2.19	2.01	1.83	1.75	1.75	1.72	1.71	1.69					
Combined System Reserve (Days)	178	187	222	246	259	282	262	240	216	192	167					
Franchise Fee % of Revenue	7.7%	8.3%	8.1%	8.0%	7.8%	7.7%	8.0%	8.0%	7.8%	7.6%	7.5%					
Net Cash Flow (\$ M)	8.89	(0.48)	2.77	2.69	1.82	0.76	0.21	(0.01)	(0.47)	(0.98)	(1.57)					

Scenario Manager	
Normalize Rev.	No
Inventories	25%
Reimburse 21	Yes
Check	-

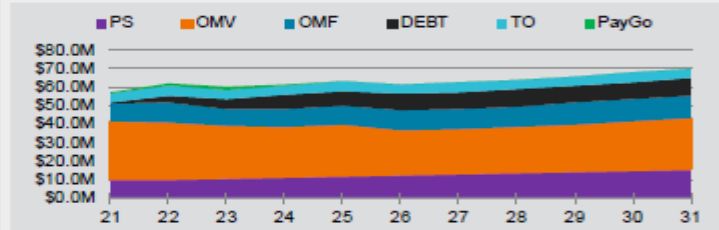
Working Capital Fund



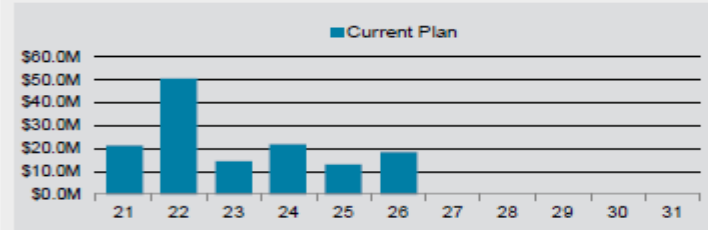
Revenues vs. Expenses



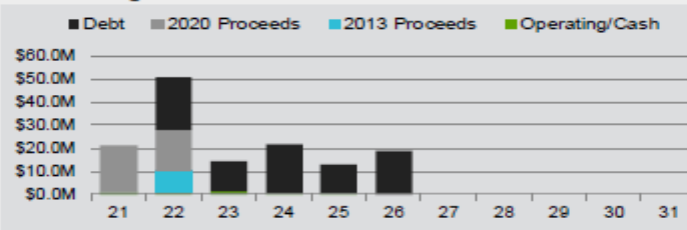
Expenses by Type



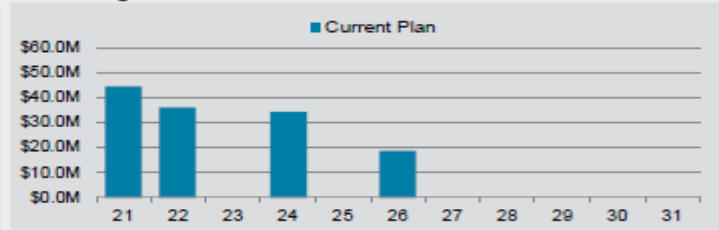
CIP Spending



CIP Funding



Borrowing



CITY OF LAKE WORTH BEACH, FLORIDA

Electric Utility Cost of Service Study Update

PRESENTED BY: Craig Shepard, Project Manager

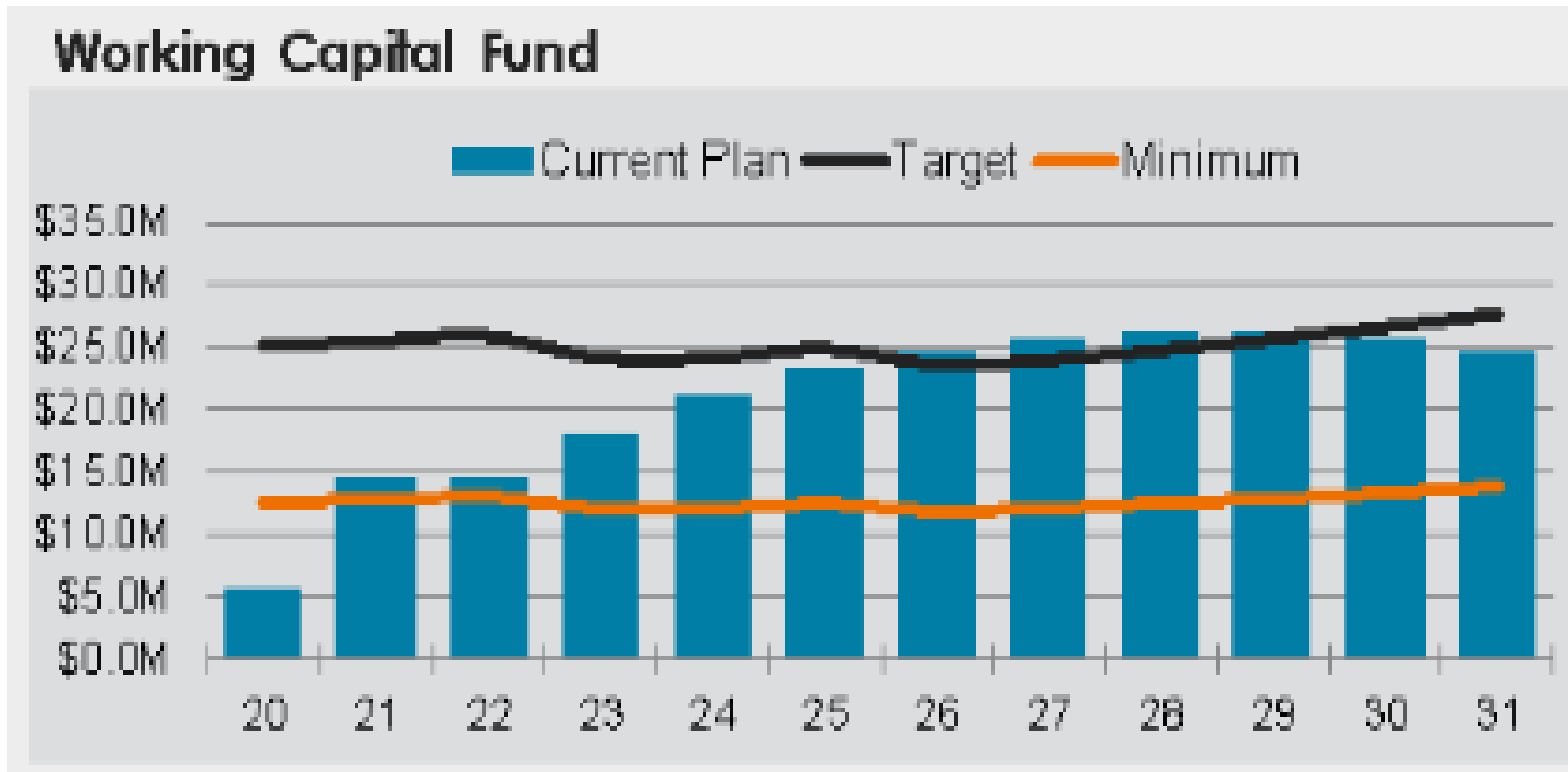
September 28, 2021



Electric COS Study Update

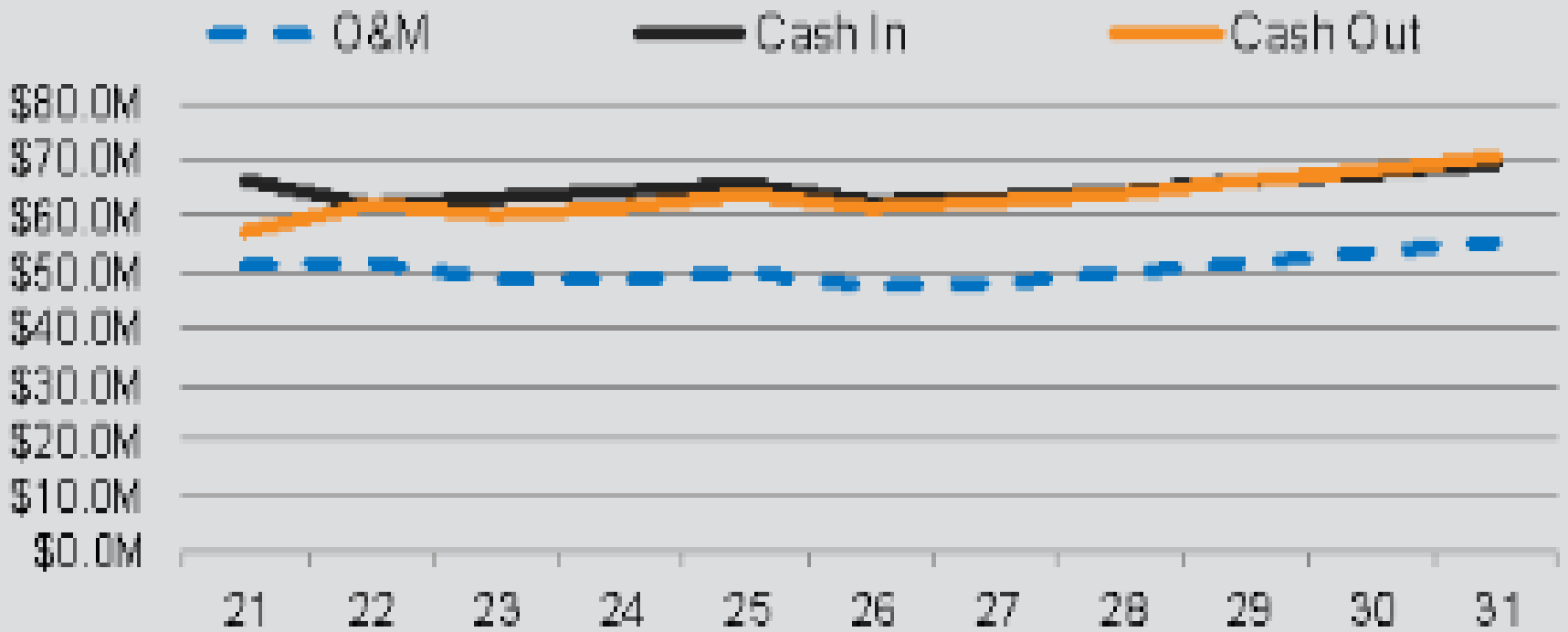
- ▶ Update Projected Sales for FY 2022 and FY 2023
- ▶ Update Projected Revenue Requirements for FY 2022 and FY 2023 (Average \$60.7 million)
- ▶ Revise Rates based on the COS Analysis
- ▶ Revise Rates to Meet Long Term Working Capital Goal (180 days, \$25 million by FY 2026)
- ▶ Revise Rates to become more competitive for commercial customers
- ▶ Revise rates according to City policies, the Federal Energy Regulatory Commission, and the Florida Public Service Commission guidelines

Working Capital Fund

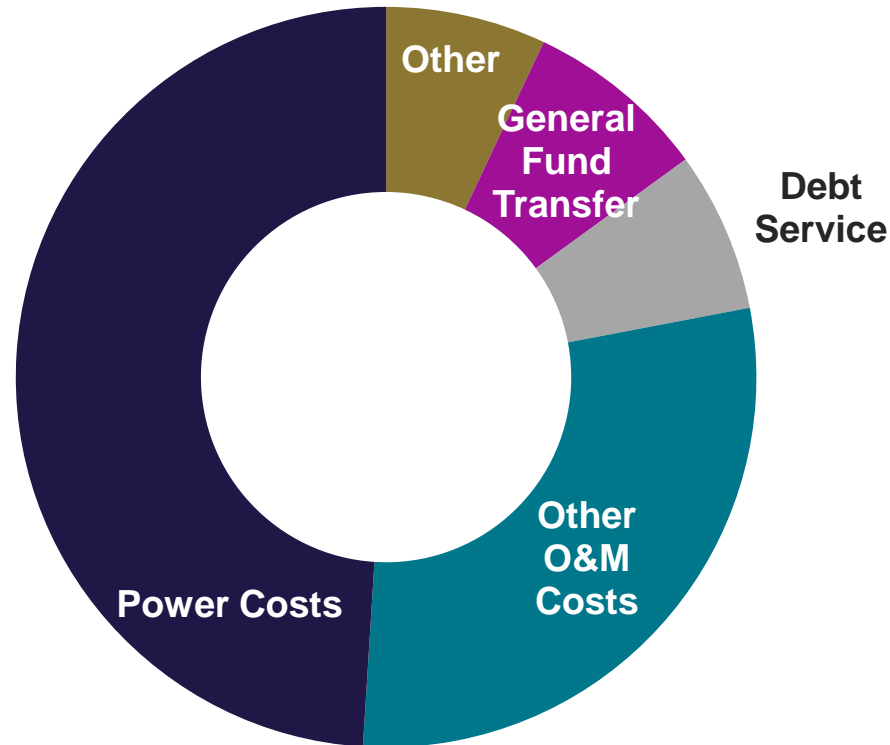


Revenue Requirements

Revenues vs. Expenses



FY 2023 and 2024 Average Revenue Requirements \$60,700,000



Fixed Costs per Customer

Ln. No.	Description	Residential	Commercial
	(a)	(b)	(c)
1	Distribution Fixed Costs [2]	\$8,430,042	\$3,481,108
2	Customer Fixed Costs [2]	\$3,302,641	\$565,199
3	Total	\$11,732,683	\$4,046,307
4	Number of Customers [3]	23,758	3,128
5	Fixed Cost/Customer/Year	\$493.84	\$1,293.58
6	Fixed Cost/Customer/Month	\$41.15	\$107.80
7	Purchased Capacity [2]	\$18,484,443	\$8,577,598
8	Total Including Purchased Capacity	\$30,217,126	\$12,623,905
9	Fixed Cost/Customer/Month	\$105.99	\$336.31
10	Current Minimum Monthly Bill	\$31.40	\$50.00
11	Percent of Line 6	76%	46%
12	Percent of Line 9	30%	15%
13	Proposed Minimum Monthly Bill	\$35.00	\$100.00
14	Percent of Line 6	85%	93%
15	Percent of Line 9	33%	30%

Residential Rates

			<u>Existing</u>	<u>Proposed 2022</u>
Customer Charge		(\$)	\$10.53	\$10.55
Energy Charge	First 1,000 kWh	(\$/kWh)	\$0.05148	\$0.07200
Energy Charge	Additional kWh	(\$/kWh)	\$0.07880	\$0.09200
PCA	First 1,000 kWh	(\$/kWh)	\$0.03578	\$0.02950
PCA	Additional kWh	(\$/kWh)	\$0.03900	\$0.03950
Capacity Charge	All kWh	(\$/kWh)	\$0.01020	-
Minimum Bill			\$31.40	\$35.00
Total for 1,000 kWh			\$107.99	\$112.05
Neighboring Utility 1,000 kWh			\$106.47	\$112.55

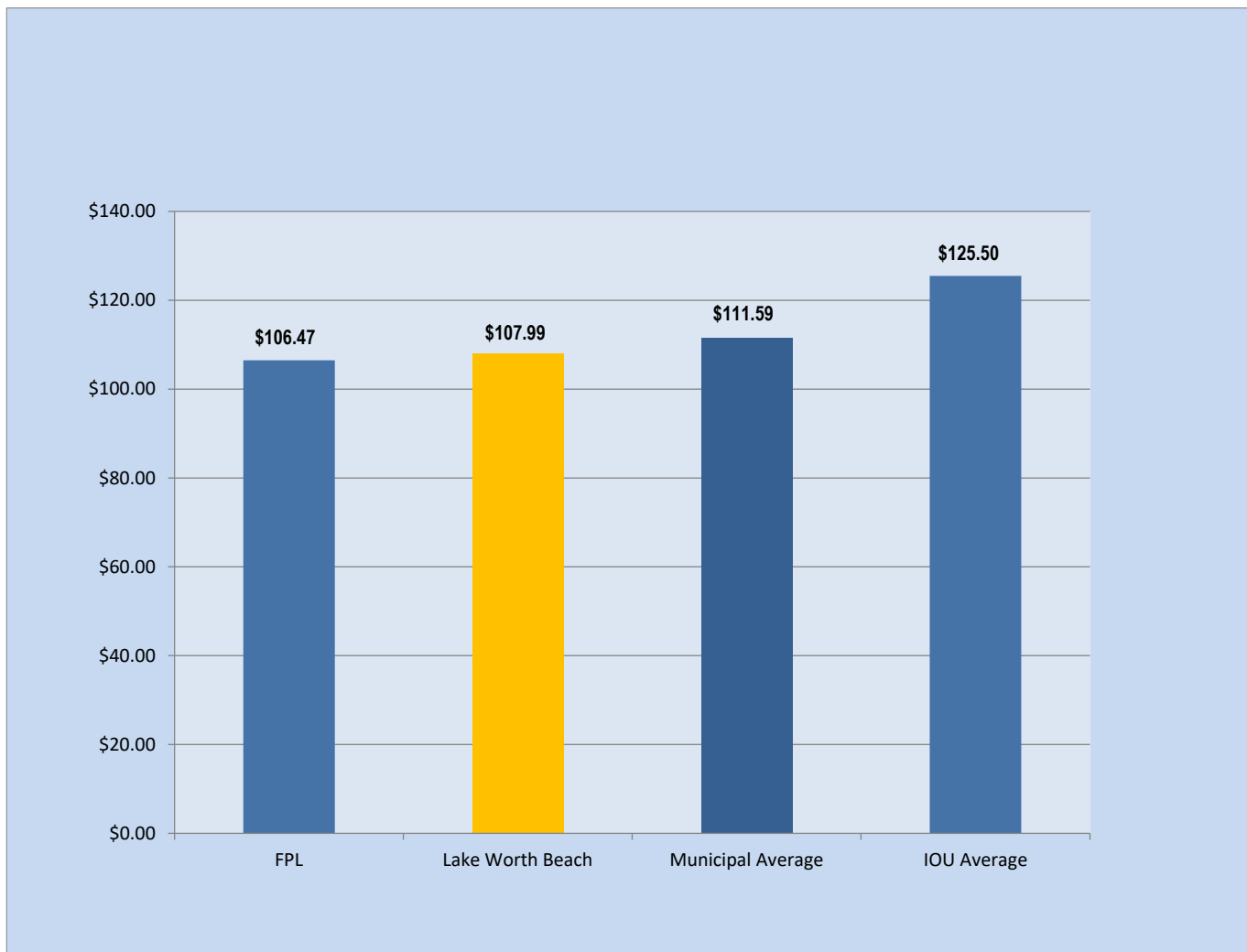
Commercial Rates

		<u>Existing</u>	<u>Proposed 2022</u>
Customer Charge	(\$)	\$16.66	\$17.00
Energy Charge	All kWh (\$/kWh)	\$0.07040	\$0.08200
Power Cost Adjustment	(\$/kWh)	\$0.03578	\$0.03160
Capacity Charge	(\$/kWh)	\$0.01020	-
Minimum Bill - Single Phase		\$50.00	\$50.00
Minimum Bill - Poly Phase		\$50.00	\$100.00
Total for 1,500 kWh		\$191.23	\$187.40

Commercial Demand Rates

		<u>Existing</u>	<u>Proposed 2022</u>
Customer Charge	(\$)	\$120.00	\$130.00
Demand Charge	(\$/kW)	\$14.48	\$12.00
Energy Charge	All kWh (\$/kWh)	\$0.03550	\$0.04800
Power Cost Adjustment	(\$/kWh)	\$0.02890	\$0.03160
Capacity Charge	(\$/kWh)	\$0.01020	-
Total for 30 kW and 6,000 kWh		\$1,002.00	\$967.60

Comparison of Residential Bills 1,000 kWh – July 2021



Recommendations

- ▶ Move Rates More Toward Cost of Service
- ▶ Increase Minimum Bills to Help Cover Fixed Costs
- ▶ Revise Purchased Cost Adjustment (PCA)
- ▶ Establish Rate Stabilization Fund
- ▶ Consider Economic Development Rider

Questions / Comments

POINTS OF CONTACT

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CITY OF LAKE WORTH BEACH, FLORIDA
Electric Cost of Service Study

Projected Annual Billing Determinants
Fiscal Year Ending September 30, 2022

Ln. No.	Customer Class Description	Number of Bills	Billing Demand (kW)	Energy Sales (kWh)
	(a)	(b)	(c)	(d)
1	Residential Regular	286,364	0	266,233,634
2	Residential Net Metering	1,588	0	1,295,769
3	Total Residential	287,952	0	267,529,403
4	Commercial Regular	37,416	0	111,923,908
5	Commercial Net Metering	120	0	550,196
6	Total Commercial	37,536	0	112,474,104
7	Commercial Service Demand	1,020	105,763	49,285,812
8	Lighting	6,723	0	3,781,570
9	TOTAL Residential Service	287,952	0	267,529,403
10	TOTAL Commercial Service	37,536	0	112,474,104
11	TOTAL Commercial Service Demand	1,020	105,763	49,285,812
12	TOTAL Lighting	6,723	0	3,781,570
13	TOTAL SYSTEM	333,231	105,763	433,070,889

CITY OF LAKE WORTH BEACH, FLORIDA
Electric Cost of Service Study

Projected Annual Billing Determinants
Fiscal Year Ending September 30, 2023

Ln. No.	Customer Class Description	Number of Bills	Billing Demand (kW)	Energy Sales (kWh)
	(a)	(b)	(c)	(d)
1	Residential Regular	287,804	0	267,571,281
2	Residential Net Metering	1,588	0	1,295,769
3	Total Residential	289,392	0	268,867,050
4	Commercial Regular	37,416	0	111,923,908
5	Commercial Net Metering	120	0	550,196
6	Total Commercial	37,536	0	112,474,104
7	Commercial Service Demand	1,020	105,763	49,285,812
8	Lighting	6,723	0	3,781,570
9	TOTAL Residential Service	289,392	0	268,867,050
10	TOTAL Commercial Service	37,536	0	112,474,104
11	TOTAL Commercial Service Demand	1,020	105,763	49,285,812
12	TOTAL Lighting	6,723	0	3,781,570
13	TOTAL SYSTEM	334,671	105,763	434,408,536

CITY OF LAKE WORTH BEACH, FLORIDA
Electric Cost of Service Study

Summary of Other Electric Revenues

Fiscal Year Ending September 30

Ln. No.	Description	Projected FY 2022 [1]	Adjustments to Projected	Adjusted FY 2022 Revenues
	(a)	(b)	(c)	(d)
	<u>Other Electric Revenues</u>			
1	Gas Transportation Revenues	\$5,061,617	\$0	\$5,061,617
2	NSF and Bank Charges	35,000	0	35,000
3	Miscellaneous [2]	255,590	0	255,590
4	Service Charge	670,000	0	670,000
5	Penalties/Late Fees	520,000	0	520,000
6	Tampering Fines	15,000	0	15,000
7	Investments	206,103	0	206,103
8	FDOT-Reimbursement	192,260	0	192,260
9	Other	30,000	0	30,000
10	Water	381,310	0	381,310
11	Refuse	32,770	0	32,770
12	Local Sewer	300,000	0	300,000
13	Residential Payment Plan Revenues	59,547	0	59,547
14	Commercial Payment Plan Revenues	26,500	0	26,500
15	Contributions in Aid of Construction	160,000	0	160,000
16	Budget Calibration	47,742	0	47,742
17	Total Other Electric Revenues	\$7,993,439	\$0	\$7,993,439

[1] Based on the projected FY 2022 Other Revenues provided by the City.

[2] Pole Attachment Fees.

CITY OF LAKE WORTH BEACH, FLORIDA
Electric Cost of Service Study

Calculation of Power Cost Adjustment (PCA)

Fiscal Year Ending September 30

Ln. No.	Description	2021	2022	2023	2024	2025
	(a)	(b)	(c)	(d)	(e)	(f)
	<u>Power Costs [1]</u>					
1	FMPA St. Lucie Project	\$11,311,919	\$10,734,240	\$8,038,739	\$8,038,739	\$8,037,000
2	FMPA Stanton Project	2,544,328	2,428,222	1,975,310	2,074,134	2,178,057
3	Supplemental Purchased Power	9,222,373	9,815,125	8,515,560	7,296,856	7,784,610
4	Solar	0	434,880	1,234,976	2,658,503	2,677,348
5	FPL Transmission	2,105,482	2,114,309	2,124,881	2,135,505	2,146,182
6	Total Power Costs	<u>\$25,184,102</u>	<u>\$25,526,777</u>	<u>\$21,889,466</u>	<u>\$22,203,737</u>	<u>\$22,823,197</u>
7	Total Energy Purchased (kWh)	473,901,000	473,353,000	475,719,765	478,098,364	480,488,856
8	Total Cost Per kWh Purchased	\$0.0531	\$0.0539	\$0.0460	\$0.0464	\$0.0475
9	Total Energy Sales (kWh) [2]	434,572,275	433,070,899	435,236,253	437,412,435	439,599,497
10	Total Cost Per kWh Sold	<u>\$0.0580</u>	<u>\$0.0589</u>	<u>\$0.0503</u>	<u>\$0.0508</u>	<u>\$0.0519</u>
11	FMPA St. Lucie Project Fixed Costs	\$11,311,919	\$10,734,240	\$8,038,739	\$8,038,739	\$8,037,000
12	FMPA Stanton Project Fixed Costs	<u>1,120,499</u>	<u>1,120,499</u>	<u>1,120,499</u>	<u>1,120,499</u>	<u>1,120,499</u>
13	Net Power Costs	\$12,751,684	\$13,672,038	\$12,730,228	\$13,044,499	\$13,665,698
14	Transfer to Rate Stabilization Fund	<u>0</u>	<u>0</u>	<u>500,000</u>	<u>500,000</u>	<u>500,000</u>
15	Net Power Costs for PCA	\$12,751,684	\$13,672,038	\$13,230,228	\$13,544,499	\$14,165,698
16	Calculated PCA per kWh	<u>\$0.0293</u>	<u>\$0.0316</u>	<u>\$0.0304</u>	<u>\$0.0310</u>	<u>\$0.0322</u>

[1] FY 2021-2025 provided by the City's power supply consultant.

[2] FY 2022 from Table No. 2-2; FY 2023-2025 based on a growth rate of 0.5% per year.

CITY OF LAKE WORTH BEACH, FLORIDA
Electric Cost of Service Study

Table No. 6-1
Page 1 of 2

Summary of Existing and Proposed Rates and Charges

Ln. No.	Rate Description (a)	Unit (b)	Existing Rates Effective October 1, 2019 (c)	Proposed Rates Effective January 1, 2022 (d)
Residential Service				
Schedule R-S				
1	Monthly Customer Charge	\$/Mo.	\$10.53	\$10.55
<u>Energy Charges < 1,000 kWh's</u>				
2	Base	\$/kWh	\$0.05148	\$0.07200
3	Power Cost Adjustment	\$/kWh	\$0.03578	\$0.02950
<u>Energy Charges > 1,000 kWh's</u>				
4	Base	\$/kWh	\$0.07880	\$0.09200
5	Power Cost Adjustment	\$/kWh	\$0.03900	\$0.03950
6	Capacity Charge All kWh's	\$/kWh	\$0.01020	-
7	Minimum Bill	\$/Mo.	\$31.40	\$35.00
Commercial Service				
Schedule C-S				
8	Monthly Customer Charge	\$/Mo.	\$16.66	\$17.00
<u>Energy Charges All kWh's</u>				
9	Base	\$/kWh	\$0.07040	\$0.08200
10	Power Cost Adjustment	\$/kWh	\$0.03578	\$0.03160
11	Capacity	\$/kWh	\$0.01020	-
12	Minimum Bill - Single Phase	\$/Mo.	\$50.00	\$50.00
13	Minimum Bill - Poly Phase	\$/Mo.	\$50.00	\$100.00
Commercial TOU Service				
Schedule CT-S				
14	Monthly Customer Charge	\$/Mo.	\$28.97	\$30.00
<u>Energy Charges All kWh's</u>				
15	Off - Peak	\$/kWh	\$0.08460	\$0.08400
16	On - Peak	\$/kWh	\$0.26510	\$0.26000
Commercial Demand Service				
Schedule CD-S				
17	Monthly Customer Charge	\$/Mo.	\$120.00	\$130.00
<u>Energy Charges All kWh's</u>				
18	Base	\$/kWh	\$0.03550	\$0.04800
19	Power Cost Adjustment	\$/kWh	\$0.02890	\$0.03160
20	Capacity	\$/kWh	\$0.01020	-
21	Demand Charge	\$/kW	\$14.48	\$12.00
22	Minimum Bill	\$/Mo.	\$140.00	\$250.00

CITY OF LAKE WORTH BEACH, FLORIDA
Electric Cost of Service Study

Table No. 6-1
Page 2 of 2

Summary of Existing and Proposed Rates and Charges

Ln. No.	Rate Description (a)	Unit (b)	Existing Rates Effective October 1, 2019 (c)	Proposed Rates Effective January 1, 2022 (d)
Commercial Demand TOU Service				
Schedule CDT-S				
23	Monthly Customer Charge	\$/Mo.	\$130.32	\$140.00
<u>Energy Charges All kWh's</u>				
24	Off - Peak	\$/kWh	\$0.06270	\$0.06200
25	On - Peak	\$/kWh	\$0.24320	\$0.24000
26	Demand Charge	\$/kW	\$7.39	\$7.00
Private Area Lighting				
Schedule L-P				
27	175 W Mercury Vapor	\$/Mo.	\$11.63	\$12.21
28	400 W Mercury Vapor	\$/Mo.	\$18.24	\$19.15
29	1,000 W Mercury Vapor	\$/Mo.	\$35.89	\$37.68
30	100 W Sodium Vapor	\$/Mo.	\$9.46	\$9.93
31	250 W Sodium Vapor	\$/Mo.	\$13.58	\$14.26
32	360 W Sodium Vapor	\$/Mo.	\$16.24	\$17.05
33	400 W Sodium Vapor	\$/Mo.	\$16.33	\$17.15
34	48 W LED	\$/Mo.	-	20 \$9.00
35	70 W LED	\$/Mo.	-	29 \$9.70
36	80 W LED	\$/Mo.	-	33 \$9.70
37	101 W LED	\$/Mo.	-	41 \$16.30
38	110 W LED	\$/Mo.	-	45 \$16.30
39	133 W LED	\$/Mo.	-	55 \$16.30
40	150 W LED	\$/Mo.	-	62 \$16.30
41	Wood Pole and Span	\$/Mo.	\$2.55	\$10.00
42	Concrete Pole and Span	\$/Mo.	\$3.82	\$15.00
43	Underground Conductors up to 150 ft	\$/ft/Mo.	\$1.27	\$1.33
44	Underground Conductors 150-300 ft	\$/ft/Mo.	\$2.55	\$2.68
Street Lighting				
Schedule L-S				
45	100 W Sodium Vapor	\$/Mo.	\$7.48	\$7.85
46	150 W Sodium Vapor	\$/Mo.	\$8.89	\$9.33
47	250 W Sodium Vapor	\$/Mo.	\$11.68	\$12.26
48	360 W Sodium Vapor	\$/Mo.	\$14.47	\$15.19
49	400 W Sodium Vapor	\$/Mo.	\$16.28	\$17.09
50	48 W LED	\$/Mo.	-	20 \$9.00
51	70 W LED	\$/Mo.	-	29 \$9.70
52	80 W LED	\$/Mo.	-	33 \$9.70
53	101 W LED	\$/Mo.	-	41 \$16.30
54	110 W LED	\$/Mo.	-	45 \$16.30
55	133 W LED	\$/Mo.	-	55 \$16.30
56	150 W LED	\$/Mo.	-	62 \$16.30
50	Wood Pole and Span	\$/Mo.	\$2.55	\$10.00
57	Concrete Pole and Span	\$/Mo.	\$3.82	\$15.00
58	Underground Conductors up to 150 ft	\$/ft/Mo.	\$1.27	\$1.33
59	Underground Conductors 150-300 ft	\$/ft/Mo.	\$2.55	\$2.68

CITY OF LAKE WORTH BEACH, FLORIDA
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Table No. 6-1
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Summary of Existing and Proposed Rates and Charges

Ln. No.	Rate Description (a)	Unit (b)	Existing Rates Effective October 1, 2019 (c)	Proposed Rates Effective January 1, 2023 (d)
Residential Service				
Schedule R-S				
1	Monthly Customer Charge	\$/Mo.	\$10.53	\$11.00
<u>Energy Charges < 1,000 kWh's</u>				
2	Base	\$/kWh	\$0.05148	\$0.07800
3	Power Cost Adjustment	\$/kWh	\$0.03578	\$0.02830
<u>Energy Charges > 1,000 kWh's</u>				
4	Base	\$/kWh	\$0.07880	\$0.09800
5	Power Cost Adjustment	\$/kWh	\$0.03900	\$0.03830
6	Capacity Charge All kWh's	\$/kWh	\$0.01020	-
7	Minimum Bill	\$/Mo.	\$31.40	\$35.00
Commercial Service				
Schedule C-S				
8	Monthly Customer Charge	\$/Mo.	\$16.66	\$17.00
<u>Energy Charges All kWh's</u>				
9	Base	\$/kWh	\$0.07040	\$0.08100
10	Power Cost Adjustment	\$/kWh	\$0.03578	\$0.03040
11	Capacity	\$/kWh	\$0.01020	-
12	Minimum Bill - Single Phase	\$/Mo.	\$50.00	\$50.00
13	Minimum Bill - Poly Phase	\$/Mo.	\$50.00	\$100.00
Commercial TOU Service				
Schedule CT-S				
14	Monthly Customer Charge	\$/Mo.	\$28.97	\$30.00
<u>Energy Charges All kWh's</u>				
15	Off - Peak	\$/kWh	\$0.08460	\$0.08400
16	On - Peak	\$/kWh	\$0.26510	\$0.26000
Commercial Demand Service				
Schedule CD-S				
17	Monthly Customer Charge	\$/Mo.	\$120.00	\$130.00
<u>Energy Charges All kWh's</u>				
18	Base	\$/kWh	\$0.03550	\$0.04700
19	Power Cost Adjustment	\$/kWh	\$0.02890	\$0.03040
20	Capacity	\$/kWh	\$0.01020	-
21	Demand Charge	\$/kW	\$14.48	\$12.00
22	Minimum Bill	\$/Mo.	\$140.00	\$250.00

CITY OF LAKE WORTH BEACH, FLORIDA
Electric Cost of Service Study

Table No. 6-1
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Summary of Existing and Proposed Rates and Charges

Ln. No.	Rate Description (a)	Unit (b)	Existing Rates Effective October 1, 2019 (c)	Proposed Rates Effective January 1, 2023 (d)
Commercial Demand TOU Service				
Schedule CDT-S				
23	Monthly Customer Charge	\$/Mo.	\$130.32	\$140.00
<u>Energy Charges All kWh's</u>				
24	Off - Peak	\$/kWh	\$0.06270	\$0.06200
25	On - Peak	\$/kWh	\$0.24320	\$0.24000
26	Demand Charge	\$/kW	\$7.39	\$7.00
Private Area Lighting				
Schedule L-P				
27	175 W Mercury Vapor	\$/Mo.	\$11.63	\$12.21
28	400 W Mercury Vapor	\$/Mo.	\$18.24	\$19.15
29	1,000 W Mercury Vapor	\$/Mo.	\$35.89	\$37.68
30	100 W Sodium Vapor	\$/Mo.	\$9.46	\$9.93
31	250 W Sodium Vapor	\$/Mo.	\$13.58	\$14.26
32	360 W Sodium Vapor	\$/Mo.	\$16.24	\$17.05
33	400 W Sodium Vapor	\$/Mo.	\$16.33	\$17.15
34	48 W LED	\$/Mo.	-	20 \$9.00
35	70 W LED	\$/Mo.	-	29 \$9.70
36	80 W LED	\$/Mo.	-	33 \$9.70
37	101 W LED	\$/Mo.	-	41 \$16.30
38	110 W LED	\$/Mo.	-	45 \$16.30
39	133 W LED	\$/Mo.	-	55 \$16.30
40	150 W LED	\$/Mo.	-	62 \$16.30
41	Wood Pole and Span	\$/Mo.	\$2.55	\$10.00
42	Concrete Pole and Span	\$/Mo.	\$3.82	\$15.00
43	Underground Conductors up to 150 ft	\$/ft/Mo.	\$1.27	\$1.33
44	Underground Conductors 150-300 ft	\$/ft/Mo.	\$2.55	\$2.68
Street Lighting				
Schedule L-S				
45	100 W Sodium Vapor	\$/Mo.	\$7.48	\$7.85
46	150 W Sodium Vapor	\$/Mo.	\$8.89	\$9.33
47	250 W Sodium Vapor	\$/Mo.	\$11.68	\$12.26
48	360 W Sodium Vapor	\$/Mo.	\$14.47	\$15.19
49	400 W Sodium Vapor	\$/Mo.	\$16.28	\$17.09
50	48 W LED	\$/Mo.	-	20 \$9.00
51	70 W LED	\$/Mo.	-	29 \$9.70
52	80 W LED	\$/Mo.	-	33 \$9.70
53	101 W LED	\$/Mo.	-	41 \$16.30
54	110 W LED	\$/Mo.	-	45 \$16.30
55	133 W LED	\$/Mo.	-	55 \$16.30
56	150 W LED	\$/Mo.	-	62 \$16.30
50	Wood Pole and Span	\$/Mo.	\$2.55	\$10.00
57	Concrete Pole and Span	\$/Mo.	\$3.82	\$15.00
58	Underground Conductors up to 150 ft	\$/ft/Mo.	\$1.27	\$1.33
59	Underground Conductors 150-300 ft	\$/ft/Mo.	\$2.55	\$2.68

CITY OF LAKE WORTH BEACH, FLORIDA
Electric Cost of Service Study

**Projected Revenues at
PROPOSED RATES
Fiscal Year Ending September 30, 2022**

Ln. No.	Customer Class Description (a)	Proposed Rate (b)	Billing Determinants (c)	Base Rate Revenue (d)	Power Cost Adjustment (e)	Total Revenue (f)
Residential Regular						
1	Customer Charge	\$ 10.55	286,364	\$ 3,021,140	\$ -	\$ 3,021,140
2	Energy Charge < 1,000 kWhs	\$ 0.07200	210,058,337	15,124,200	-	15,124,200
3	Energy Charge > 1,000 kWhs	\$ 0.09200	56,175,297	5,168,127	-	5,168,127
4	Power Cost Adjustment < 1,000 kWhs	\$ 0.02950	210,058,337	-	6,196,721	6,196,721
5	Power Cost Adjustment > 1,000 kWhs	\$ 0.03950	56,175,297	-	2,218,924	2,218,924
6	Capacity Charge	\$ -	266,233,634	-	-	-
7	<i>Subtotal Residential Regular</i>			\$ 23,313,468	\$ 8,415,645	\$ 31,729,113
Residential Net Metering						
8	Customer Charge	\$ 10.55	1,588	\$ 16,753	\$ -	\$ 16,753
9	Energy Charge < 1,000 kWhs	\$ 0.07200	1,022,362	73,610	-	73,610
10	Energy Charge > 1,000 kWhs	\$ 0.09200	273,407	25,153	-	25,153
11	Power Cost Adjustment < 1,000 kWhs	\$ 0.02950	1,022,362	-	30,160	30,160
12	Power Cost Adjustment > 1,000 kWhs	\$ 0.03950	273,407	-	10,800	10,800
13	Capacity Charge	\$ -	1,295,769	-	-	-
14	<i>Subtotal Residential Net Metering</i>			\$ 115,517	\$ 40,959	\$ 156,476
15	Residential Minimum Bill Revenue	\$35.00	23,160	\$ 566,262	\$ -	\$ 566,262
16	Total Residential		<u>267,529,403</u>	<u>\$ 23,995,247</u>	<u>\$ 8,456,604</u>	<u>\$ 32,451,851</u>
Commercial Regular						
17	Customer Charge	\$ 17.00	37,416	\$ 636,072	\$ -	\$ 636,072
18	Energy Charge	\$ 0.08200	111,923,908	9,177,760	-	9,177,760
19	Capacity Charge	\$ -	111,923,908	-	-	-
20	Power Cost Adjustment	\$ 0.03160	111,923,908	-	3,536,795	3,536,795
21	<i>Subtotal Commercial Regular</i>			\$ 9,813,832	\$ 3,536,795	\$ 13,350,628
Commercial Net Metering						
22	Customer Charge	\$ 17.00	120	\$ 2,040	\$ -	\$ 2,040
23	Energy Charge	\$ 0.08200	550,196	45,116	-	45,116
24	Capacity Charge	\$ -	550,196	-	-	-
25	Power Cost Adjustment	\$ 0.03160	550,196	-	17,386	17,386
26	<i>Subtotal Commercial Net Metering</i>			\$ 47,156	\$ 17,386	\$ 64,542
27	Commercial Minimum Bill Revenue -1Ph	\$50.00	6,240	\$ 205,920	\$ -	\$ 205,920
28	Commercial Minimum Bill Revenue -PolyPh	\$100.00	1,440	\$ 119,520	\$ -	\$ 119,520
29	Total Commercial		<u>112,474,104</u>	<u>\$ 10,186,429</u>	<u>\$ 3,554,182</u>	<u>\$ 13,740,610</u>

CITY OF LAKE WORTH BEACH, FLORIDA
Electric Cost of Service Study

**Projected Revenues at
PROPOSED RATES**
Fiscal Year Ending September 30, 2022

Ln. No.	Customer Class Description (a)	Proposed Rate (b)	Billing Determinants (c)	Base Rate Revenue (d)	Power Cost Adjustment (e)	Total Revenue (f)
	Commercial Service Demand					
30	Customer Charge	\$ 130.00	1,020	\$ 132,600	\$ -	\$ 132,600
31	Energy Charge	\$ 0.04800	49,285,812	2,365,719	-	2,365,719
32	Capacity Charge	\$ -	49,285,812	-	-	-
33	Power Cost Adjustment	\$ 0.03160	49,285,812	-	1,557,432	1,557,432
34	Demand Charge	\$ 12.00	105,763	1,269,156	-	1,269,156
35	Total Commercial Service Demand			\$ 3,767,475	\$ 1,557,432	\$ 5,324,907
36	Total Private Area Lighting		1,233,570	\$ 262,500		\$ 262,500
37	Total Street Lights		2,548,000	\$ 372,750		\$ 372,750
38	TOTAL RATE REVENUES			\$ 38,584,400	\$ 13,568,218	\$ 52,152,618
39	OTHER REVENUES					7,993,439
40	TOTAL REVENUES					\$ 60,146,057
41	ADJUSTED FOR 1/22 EFFECTIVE DATE					\$ 59,912,790

CITY OF LAKE WORTH BEACH, FLORIDA
Electric Cost of Service Study

**Projected Revenues at
PROPOSED RATES
Fiscal Year Ending September 30, 2023**

Ln. No.	Customer Class Description (a)	Proposed Rate (b)	Billing Determinants (c)	Base Rate Revenue (d)	Power Cost Adjustment (e)	Total Revenue (f)
Residential Regular						
1	Customer Charge	\$ 11.00	287,804	\$ 3,165,844	\$ -	\$ 3,165,844
2	Energy Charge < 1,000 kWhs	\$ 0.07800	211,113,741	16,466,872	-	16,466,872
3	Energy Charge > 1,000 kWhs	\$ 0.09800	56,457,540	5,532,839	-	5,532,839
4	Power Cost Adjustment < 1,000 kWhs	\$ 0.02830	211,113,741	-	5,974,519	5,974,519
5	Power Cost Adjustment > 1,000 kWhs	\$ 0.03830	56,457,540	-	2,162,324	2,162,324
6	Capacity Charge	\$ -	267,571,281	-	-	-
7	<i>Subtotal Residential Regular</i>			\$ 25,165,555	\$ 8,136,843	\$ 33,302,397
Residential Net Metering						
8	Customer Charge	\$ 11.00	1,588	\$ 17,468	\$ -	\$ 17,468
9	Energy Charge < 1,000 kWhs	\$ 0.07800	1,022,362	79,744	-	79,744
10	Energy Charge > 1,000 kWhs	\$ 0.09800	273,407	26,794	-	26,794
11	Power Cost Adjustment < 1,000 kWhs	\$ 0.02830	1,022,362	-	28,933	28,933
12	Power Cost Adjustment > 1,000 kWhs	\$ 0.03830	273,407	-	10,472	10,472
13	Capacity Charge	\$ -	1,295,769	-	-	-
14	<i>Subtotal Residential Net Metering</i>			\$ 124,006	\$ 39,404	\$ 163,411
15	Residential Minimum Bill Revenue	\$35.00	23,160	\$ 555,840	\$ -	\$ 555,840
16	Total Residential		268,867,050	\$ 25,845,401	\$ 8,176,247	\$ 34,021,648
Commercial Regular						
17	Customer Charge	\$ 17.00	37,416	\$ 636,072	\$ -	\$ 636,072
18	Energy Charge	\$ 0.08100	111,923,908	9,065,837	-	9,065,837
19	Capacity Charge	\$ -	111,923,908	-	-	-
20	Power Cost Adjustment	\$ 0.03040	111,923,908	-	3,402,487	3,402,487
21	<i>Subtotal Commercial Regular</i>			\$ 9,701,909	\$ 3,402,487	\$ 13,104,395
Commercial Net Metering						
22	Customer Charge	\$ 17.00	120	\$ 2,040	\$ -	\$ 2,040
23	Energy Charge	\$ 0.08100	550,196	44,566	-	44,566
24	Capacity Charge	\$ -	550,196	-	-	-
25	Power Cost Adjustment	\$ 0.03040	550,196	-	16,726	16,726
26	<i>Subtotal Commercial Net Metering</i>			\$ 46,606	\$ 16,726	\$ 63,332
27	Commercial Minimum Bill Revenue -1Ph	\$50.00	6,240	\$ 205,920	\$ -	\$ 205,920
28	Commercial Minimum Bill Revenue -PolyPh	\$100.00	1,440	\$ 119,520	\$ -	\$ 119,520
29	Total Commercial		112,474,104	\$ 10,073,954	\$ 3,419,213	\$ 13,493,167

CITY OF LAKE WORTH BEACH, FLORIDA
Electric Cost of Service Study

**Projected Revenues at
PROPOSED RATES
Fiscal Year Ending September 30, 2023**

Ln. No.	Customer Class Description (a)	Proposed Rate (b)	Billing Determinants (c)	Base Rate Revenue (d)	Power Cost Adjustment (e)	Total Revenue (f)
	Commercial Service Demand					
30	Customer Charge	\$ 130.00	1,020	\$ 132,600	\$ -	\$ 132,600
31	Energy Charge	\$ 0.04700	49,285,812	2,316,433	-	2,316,433
32	Capacity Charge	\$ -	49,285,812	-	-	-
33	Power Cost Adjustment	\$ 0.03040	49,285,812	-	1,498,289	1,498,289
34	Demand Charge	\$ 12.00	105,763	1,269,156	-	1,269,156
35	Total Commercial Service Demand			\$ 3,718,189	\$ 1,498,289	\$ 5,216,478
36	Total Private Area Lighting		1,233,570	\$ 262,500		\$ 262,500
37	Total Street Lights		2,548,000	\$ 372,750		\$ 372,750
38	TOTAL RATE REVENUES			\$ 40,272,794	\$ 13,093,748	\$ 53,366,543
39	OTHER REVENUES					7,993,439
40	TOTAL REVENUES					\$ 61,359,982
41	ADJUSTED FOR 1/23 EFFECTIVE DATE					\$ 61,056,684

CITY OF LAKE WORTH BEACH, FLORIDA
Electric Cost of Service Study

Comparison of Existing and Proposed Residential Service Rates [1]

			Residential Service			
			Existing	Proposed 2022		
Customer Charge		(\$)	\$10.53	\$10.55		
Energy Charge	First 1,000 kWh	(\$/kWh)	\$0.05148	\$0.07200		
Energy Charge	Additional kWh	(\$/kWh)	\$0.07880	\$0.09200		
PCA [2]	First 1,000 kWh	(\$/kWh)	\$0.03578	\$0.02950		
PCA [2]	Additional kWh	(\$/kWh)	\$0.03900	\$0.03950		
Capacity Charge	All kWh	(\$/kWh)	\$0.01020	-		

Usage (kWh)	Existing		Proposed		Difference	
	Amount (\$)	Unit Cost (Cents/kWh)	Amount (\$)	Unit Cost (Cents/kWh)	Amount (\$)	Unit Cost (Cents/kWh)
500	59.26	11.852	61.30	12.260	2.04	0.408
600	69.01	11.501	71.45	11.908	2.44	0.407
700	78.75	11.250	81.60	11.657	2.85	0.407
800	88.50	11.062	91.75	11.469	3.25	0.406
900	98.24	10.916	101.90	11.322	3.66	0.406
1,000	107.99	10.799	112.05	11.205	4.06	0.406
1,100	120.79	10.981	125.20	11.382	4.41	0.401
1,200	133.59	11.133	138.35	11.529	4.76	0.397
1,300	146.39	11.261	151.50	11.654	5.11	0.393
1,400	159.19	11.371	164.65	11.761	5.46	0.390
1,500	171.99	11.466	177.80	11.853	5.81	0.387
2,000	235.99	11.800	243.55	12.178	7.56	0.378
2,500	299.99	12.000	309.30	12.372	9.31	0.372
3,000	363.99	12.133	375.05	12.502	11.06	0.369
4,000	491.99	12.300	506.55	12.664	14.56	0.364
5,000	619.99	12.400	638.05	12.761	18.06	0.361

[1] Amounts shown reflect single phase, inside the City service.

[2] Proposed Power Cost Adjustment is for the fiscal year 2022.

CITY OF LAKE WORTH BEACH, FLORIDA
Electric Cost of Service Study

Comparison of Existing and Proposed General Service Non-Demand Rates [1]

General Service Non-Demand							
				Existing	Proposed 2022		
Customer Charge			(\$)	\$16.66	\$17.00		
Energy Charge	All kWh		(\$/kWh)	\$0.07040	\$0.08200		
Power Cost Adjustment [2]			(\$/kWh)	\$0.03578	\$0.03160		
Capacity Charge			(\$/kWh)	\$0.01020	-		

Usage (kWh)	Existing		Proposed		Difference	
	Amount (\$)	Unit Cost (Cents/kWh)	Amount (\$)	Unit Cost (Cents/kWh)	Amount (\$)	Unit Cost (Cents/kWh)
1,000	133.04	13.304	130.60	13.060	(2.44)	(0.244)
1,250	162.14	12.971	159.00	12.720	(3.13)	(0.251)
1,500	191.23	12.749	187.40	12.493	(3.83)	(0.255)
1,750	220.33	12.590	215.80	12.331	(4.52)	(0.259)
1,900	237.78	12.515	232.84	12.255	(4.94)	(0.260)
2,000	249.42	12.471	244.20	12.210	(5.22)	(0.261)
3,000	365.80	12.193	357.80	11.927	(8.00)	(0.267)
4,000	482.18	12.055	471.40	11.785	(10.78)	(0.270)
5,000	598.56	11.971	585.00	11.700	(13.56)	(0.271)
6,000	714.94	11.916	698.60	11.643	(16.34)	(0.272)
7,000	831.32	11.876	812.20	11.603	(19.12)	(0.273)
8,000	947.70	11.846	925.80	11.573	(21.90)	(0.274)
9,000	1,064.08	11.823	1,039.40	11.549	(24.68)	(0.274)
10,000	1,180.46	11.805	1,153.00	11.530	(27.46)	(0.275)

[1] Amounts shown reflect single phase, inside the City service.

[2] Proposed Power Cost Adjustment is for the fiscal year 2022.

CITY OF LAKE WORTH BEACH, FLORIDA
Electric Cost of Service Study

Comparison of Existing and Proposed Rates for General Service Demand [1]

			General Service Demand					
			<u>Existing</u>		<u>Proposed 2022</u>			
			Customer Charge	(\$)	\$120.00	\$130.00		
			Demand Charge	(\$/kW)	\$14.48	\$12.00		
			Energy Charge	All kWh (\$/kWh)	\$0.03550	\$0.04800		
			Power Cost Adjustment [2]	(\$/kWh)	\$0.02890	\$0.03160		
			Capacity Charge	(\$/kWh)	\$0.01020	-		
Demand (kW)	Hours	Usage (kWh)	<u>Existing</u>		<u>Proposed</u>		<u>Difference</u>	
			Amount (\$)	Unit Cost (Cents/kWh)	Amount (\$)	Unit Cost (Cents/kWh)	Amount (\$)	Unit Cost (Cents/kWh)
30	200	6,000	1,002.00	16.700	967.60	16.127	(34.40)	(0.573)
	300	9,000	1,225.80	13.620	1,206.40	13.404	(19.40)	(0.216)
	400	12,000	1,449.60	12.080	1,445.20	12.043	(4.40)	(0.037)
150	200	30,000	4,530.00	15.100	4,318.00	14.393	(212.00)	(0.707)
	300	45,000	5,649.00	12.553	5,512.00	12.249	(137.00)	(0.304)
	400	60,000	6,768.00	11.280	6,706.00	11.177	(62.00)	(0.103)
500	200	100,000	14,820.00	14.820	14,090.00	14.090	(730.00)	(0.730)
	300	150,000	18,550.00	12.367	18,070.00	12.047	(480.00)	(0.320)
	400	200,000	22,280.00	11.140	22,050.00	11.025	(230.00)	(0.115)

[1] Amounts shown reflect inside the City service, and exclude any applicable primary service discount or power factor correction.

[2] Proposed Power Cost Adjustment is for the fiscal year 2022.

CITY OF LAKE WORTH BEACH, FLORIDA
Electric Cost of Service Study

Comparison of Existing and Proposed Residential Service Rates [1]

			Residential Service	
			Existing	Proposed 2023
Customer Charge		(\$)	\$10.55	\$11.00
Energy Charge	First 1,000 kWh	(\$/kWh)	\$0.07200	\$0.07800
Energy Charge	Additional kWh	(\$/kWh)	\$0.09200	\$0.09800
PCA [2]	First 1,000 kWh	(\$/kWh)	\$0.02950	\$0.02830
PCA [2]	Additional kWh	(\$/kWh)	\$0.03950	\$0.03830

Usage (kWh)	Existing		Proposed		Difference	
	Amount (\$)	Unit Cost (Cents/kWh)	Amount (\$)	Unit Cost (Cents/kWh)	Amount (\$)	Unit Cost (Cents/kWh)
500	61.30	12.260	64.15	12.830	2.85	0.570
600	71.45	11.908	74.78	12.463	3.33	0.555
700	81.60	11.657	85.41	12.201	3.81	0.544
800	91.75	11.469	96.04	12.005	4.29	0.536
900	101.90	11.322	106.67	11.852	4.77	0.530
1,000	112.05	11.205	117.30	11.730	5.25	0.525
1,100	125.20	11.382	130.93	11.903	5.73	0.521
1,200	138.35	11.529	144.56	12.047	6.21	0.518
1,300	151.50	11.654	158.19	12.168	6.69	0.515
1,400	164.65	11.761	171.82	12.273	7.17	0.512
1,500	177.80	11.853	185.45	12.363	7.65	0.510
2,000	243.55	12.178	253.60	12.680	10.05	0.503
2,500	309.30	12.372	321.75	12.870	12.45	0.498
3,000	375.05	12.502	389.90	12.997	14.85	0.495
4,000	506.55	12.664	526.20	13.155	19.65	0.491
5,000	638.05	12.761	662.50	13.250	24.45	0.489

[1] Amounts shown reflect single phase, inside the City service.

[2] Proposed Power Cost Adjustment is for the fiscal year 2023.

CITY OF LAKE WORTH BEACH, FLORIDA
Electric Cost of Service Study

Comparison of Existing and Proposed General Service Non-Demand Rates [1]

				General Service Non-Demand	
				Existing	Proposed 2023
Customer Charge			(\$)	\$17.00	\$17.00
Energy Charge	All kWh		(\$/kWh)	\$0.08200	\$0.08100
Power Cost Adjustment [2]			(\$/kWh)	\$0.03160	\$0.03040

Usage (kWh)	Existing		Proposed		Difference	
	Amount (\$)	Unit Cost (Cents/kWh)	Amount (\$)	Unit Cost (Cents/kWh)	Amount (\$)	Unit Cost (Cents/kWh)
1,000	130.60	13.060	128.40	12.840	(2.20)	(0.220)
1,250	159.00	12.720	156.25	12.500	(2.75)	(0.220)
1,500	187.40	12.493	184.10	12.273	(3.30)	(0.220)
1,750	215.80	12.331	211.95	12.111	(3.85)	(0.220)
1,900	232.84	12.255	228.66	12.035	(4.18)	(0.220)
2,000	244.20	12.210	239.80	11.990	(4.40)	(0.220)
3,000	357.80	11.927	351.20	11.707	(6.60)	(0.220)
4,000	471.40	11.785	462.60	11.565	(8.80)	(0.220)
5,000	585.00	11.700	574.00	11.480	(11.00)	(0.220)
6,000	698.60	11.643	685.40	11.423	(13.20)	(0.220)
7,000	812.20	11.603	796.80	11.383	(15.40)	(0.220)
8,000	925.80	11.573	908.20	11.353	(17.60)	(0.220)
9,000	1,039.40	11.549	1,019.60	11.329	(19.80)	(0.220)
10,000	1,153.00	11.530	1,131.00	11.310	(22.00)	(0.220)

[1] Amounts shown reflect single phase, inside the City service.
[2] Proposed Power Cost Adjustment is for the fiscal year 2023.

CITY OF LAKE WORTH BEACH, FLORIDA
Electric Cost of Service Study

Comparison of Existing and Proposed Rates for General Service Demand [1]

						General Service Demand			
						Existing	Proposed 2023		
				Customer Charge	(\$)	\$130.00	\$130.00		
				Demand Charge	(\$/kW)	\$12.00	\$12.00		
				Energy Charge	All kWh (\$/kWh)	\$0.04800	\$0.04700		
				Power Cost Adjustment [2]	(\$/kWh)	\$0.03160	\$0.03040		
									-

Demand (kW)	Hours	Usage (kWh)	Existing		Proposed		Difference	
			Amount (\$)	Unit Cost (Cents/kWh)	Amount (\$)	Unit Cost (Cents/kWh)	Amount (\$)	Unit Cost (Cents/kWh)
30	200	6,000	967.60	16.127	954.40	15.907	(13.20)	(0.220)
	300	9,000	1,206.40	13.404	1,186.60	13.184	(19.80)	(0.220)
	400	12,000	1,445.20	12.043	1,418.80	11.823	(26.40)	(0.220)
150	200	30,000	4,318.00	14.393	4,252.00	14.173	(66.00)	(0.220)
	300	45,000	5,512.00	12.249	5,413.00	12.029	(99.00)	(0.220)
	400	60,000	6,706.00	11.177	6,574.00	10.957	(132.00)	(0.220)
500	200	100,000	14,090.00	14.090	13,870.00	13.870	(220.00)	(0.220)
	300	150,000	18,070.00	12.047	17,740.00	11.827	(330.00)	(0.220)
	400	200,000	22,050.00	11.025	21,610.00	10.805	(440.00)	(0.220)

[1] Amounts shown reflect inside the City service, and exclude any applicable primary service discount or power factor correction.

[2] Proposed Power Cost Adjustment is for the fiscal year 2023.

Discussion of Solar Energy Loan Fund (SELF) possible programs and potential Lake Worth Beach Energy Conservation/Energy Efficiency programs

September 9, 2021

Commissioner McVoy

Overview of Energy Conservation/Energy Efficiency Rebate Programs of various Florida Utilities

	Orlando	FPL	Tampa	Jacksonville	Tallahassee
Smart Thermostat			Up to \$50 rebate		\$100 rebate
Ceiling Insulation	\$0.10/sq ft rebate	\$190 rebate	\$0.15/sq ft rebate	\$0.20/sq ft rebate	80% up to \$400
Window Replacement	\$1.50/sq ft rebate		\$0.76/sq ft rebate		
Ductwork (seal & repair)	100% of cost, up to \$100		Fixed cost (\$125)		Up to \$500 (Income-based)
AC Upgrade	\$90-1,630 reb.	\$150 rebate	\$135 rebate	\$150 rebate	\$100-750 reb.
Energy Effic. Improvements	Up to \$2,125		Neighborhood Weatherization		Up to \$2,000
Solar Hot Water	Max \$900 rebate			\$400 rebate	\$450 rebate + loans
Battery for Solar PV	\$2,000 rebate			\$2,000 rebate	
Solar Window Film	\$0.55/sq ft rebate				
Electric Vehicle	\$200 rebate			Refers to fed. incentives	
Electric Lawn Equip.				\$25 rebate for el. leafblower, hedgetrimmer	
Demand Response		Max of \$90/yr rebate	Save thru lower rates		

<https://ouc.com/residential/save-energy-water-money/residential-rebates-information>

<https://www.fpl.com/save/programs.html>

<https://www.tampaelectric.com/residential/saveenergy/>

<https://www.jea.com/Ways to Save/Residential Rebates/>

<https://www.talgov.com/you/you-products-home-index.aspx#rebates>

Backup for Discussion Item: “Initial discussion of setting objectives and policy for the Lake Worth Beach Electric Utility,” submitted by Commissioner McVoy.

Electric utilities around the world are experiencing great change, with competing pressures of maintaining revenues, advocating for consumers, and promoting environmental goals. Very rapid changes in technology, economics and the regulatory environment add to these pressures. The costs of energy generation from solar and wind are now comparable or cheaper than certain fossil fuels. Very significantly, the cost of grid-scale battery-based storage is also decreasing rapidly, offering new possibilities for enhancing end-user reliability and expanding the applicability of solar and wind. Lake Worth Beach, as owner and operator of a municipal utility which provides a significant financial contribution to our city budget, is feeling these pressures as well. As the City Commission, we have an important role to play in setting the objectives for our utility – objectives that will best benefit our residents in the broadest way and for the coming decades. The presentation today by Dr. Dan York, a national expert and Fellow of the American Council for an Energy-Efficient Economy, will provide a starting point for our discussions.

Glossary:

- ADR** - **Automated Demand Response** - Open Automated Demand Response (OpenADR) is a worldwide opensource standard for sending “fast, reliable and secure price and event messages to a wide variety of customer-installed equipment, such as building control systems, Zero Net Energy (ZNE) homes, smart thermostats, air conditioners, electric vehicle (EV) charging stations, water heaters, and advanced plug load controllers.” (solarbuildermag.com/news/openadr-alliance-tries-to-improve-demand-response-standards/).
- AMI** - **Advanced Metering Infrastructure** – the system we use in LWB to automatically and remotely read our electric “smart meters.” Some systems also support two-way communications, allowing information such as time-based pricing, demand-response actions or remote disconnects to be sent to the home or business.
- BESS** - **Battery Energy Storage Systems** – “an electrochemical device that collects energy from the grid or a power plant and then discharges that energy at a later time to provide electricity or other grid services when needed. Increasing needs for system flexibility, combined with rapid decreases in the costs of battery technology, have enabled BESS to play an increasing role in the power system in recent years. As prices for BESS continue to decline and the need for system flexibility increases with wind and solar deployment, more policymakers, regulators, and utilities are seeking to develop policies to jump-start BESS deployment.” (National Renewable Energy Laboratory; www.nrel.gov/docs/fy19osti/74426.pdf).

- CS** - **Community Solar** – “solar project in which the benefits flow to multiple customers such as individuals, businesses, nonprofits. Community solar customers can either buy or lease a portion of the solar panels in the array, and they typically receive an electric bill credit for electricity generated by their share of the community solar system—similar to someone who has rooftop panels installed on their home. ...can be a great option for people who are unable to install solar panels on their roofs because they don’t own their homes, have insufficient solar resources or roof conditions to support a rooftop PV system. Community solar is rapidly growing across the country. The National Renewable Energy Laboratory [tracks installation data on community solar](#).” (www.energy.gov/eere/solar/community-solar-basics).
- DR** - **Demand Response** – “Demand response provides an opportunity for consumers to play a significant role in the operation of the electric grid by reducing or shifting their electricity usage during peak periods in response to time-based rates or other forms of financial incentives. Demand response programs are being used by some electric system planners and operators as resource options for balancing supply and demand.” (U.S. Dept. of Energy; www.energy.gov/oe/activities/technology-development/grid-modernization-and-smart-grid/demand-response).
- DG** - **Distributed Generation** – “electricity generated from sources, often renewable energy sources, near the point of use instead of centralized generation sources from power plants. State and local governments can implement policies and programs regarding distributed generation and its use to help overcome market and regulatory barriers to implementation.” (U.S. Dept. of Energy; www.energy.gov/eere/slsc/renewable-energy-distributed-generation-policies-and-programs).
- DER** - **Distributed Energy Resources** – “Traditionally, DERs referred to small, geographically dispersed generation resources, such as solar or combined heat and power (CHP), located on the distribution system. Depending on their size and configuration, distributed energy generation resources could partially or completely offset consumer electrical demand. They could also feed surplus energy back into the distribution system or, in some cases, the transmission system. The definition of DERs has evolved to include not only generation resources, but also energy storage, energy efficiency and demand response resources.” (Federal Energy Regulation Commission; www.ferc.gov/sites/default/files/2020-05/der-report_0.pdf).
- DSM** - **Demand-Side Management** – See Load Management below.
- EE** - **Energy Efficiency** – “one of the easiest and most cost effective ways to combat climate change, clean the air we breathe, improve the competitiveness of our businesses and reduce energy costs for consumers.” (U.S. Dept. of Energy; www.energy.gov/eere/energy-efficiency).
- ES** - **Energy Storage** – technology for storing energy generated when the sun shines and the wind blows. See BESS above.

- LM** - **Load Management** (or “load control,” or “demand-side management”) – “is the process of balancing the supply of electricity on the network with the electrical load by adjusting or controlling the load rather than the power station output. ... Load management can also help reduce harmful emissions, since peaking plants or backup generators are often dirtier and less efficient than [base load power plants](#). ... In widespread use by 1948. The largest residential load control system in the world is found in Florida and is managed by FPL. It utilizes 800,000 load control transponders (LCTs) and controls 1,000 MW of electrical power (2,000 MW in an emergency). FPL has been able to avoid the construction of numerous new power plants due to their load management programs.”
(en.wikipedia.org/wiki/Load_management#Florida).
- LRAM** - **Lost Revenue Adjustment Mechanism** – “An LRAM is a rate adjustment mechanism that allows a utility to recover revenues that are reduced specifically as a result of energy efficiency programs.” (www.aceee.org/research-report/u1503#).
- NWAs** - **Non-wires Alternatives** (or “non-wires solutions”) – clean energy technologies used to address electric grid needs. They can include photovoltaics (PV), other types of renewable energy systems, energy efficiency and conservation, demand response, and energy storage. “Non-wires solutions can help the grid deliver electricity to homes and businesses when electricity demand is highest, sometimes at a lower cost than upgrading wires, transformers, and substations, the technique traditionally used to increase grid capacity.” (Rhode Island Dept. of Energy; <http://www.energy.ri.gov/policies-programs/programs-incentives/non-wires-solutions.php>). “They can be identified through least-cost planning and actions for managing electricity supply and demand using all means available and necessary, including demand response, distributed generation (DG), [energy efficiency](#), electricity and thermal storage, [load management](#), and rate design.”
(en.wikipedia.org/wiki/Non-wires_alternatives)
- - **Microgrids** – “A microgrid is a group of interconnected loads and distributed energy resources that acts as a single controllable entity with respect to the grid. It can connect and disconnect from the grid to operate in grid-connected or island mode. Microgrids can improve customer reliability and resilience to grid disturbances.” (National Renewable Energy Laboratory; www.nrel.gov/grid/microgrids.html).
- PPA** - **Purchase Power Agreement** – “a contractual agreement between energy buyers and sellers. They come together and agree to buy and sell an amount of energy which is or will be generated by a renewable asset. PPAs are usually signed for a long-term period between 10-20 years.”
- PV** - **Photovoltaic(s)** – solar panels that generate electricity from sunlight.

RE - **Renewable Energy** – “energy from sources that are naturally replenishing but flow-limited; renewable resources are virtually inexhaustible in duration but limited in the amount of energy that is available per unit of time. Major types are biomass, hydropower, geothermal, wind and solar.” (www.eia.gov/energyexplained/renewable-sources).

EXECUTIVE BRIEF ELECTRIC UTILITY MEETING

AGENDA DATE: September 28, 2021

TITLE:

Agreement with DataProse, LLC for Utility Bill Printing and Mailing Services

SUMMARY:

The Agreement with DataProse, LLC, authorizes the vendor to provide utility bill printing, folding, inserting and mailing services for the City's utility bills.

BACKGROUND AND JUSTIFICATION:

In 2013, the City of Lake Worth Beach authorized an agreement with Level One, LLC, our current vendor. The original contract carried an initial five (5) year term with two (2) additional one (1) year renewals. The City exercised the renewal options and the current agreement was set to expire April 1, 2022.

The City issued a Request for Proposals (21-208) for processing, printing and mailing the City's utility bills and accepted proposals from six (6) vendors on August 4th, 2021. The City held a public Evaluation Selection Committee meeting on August 19th, 2021 and based on the scoring of the proposals, DataProse, LLC was selected as the successful proposer. The agreement will be for an initial three (3) year term with the option to renew for two (2) additional one (1) year periods.

MOTION:

Move to approve/disapprove the Agreement with DataProse, LLC for Utility Bill Printing and Mailing Services pending approval of the FY 2022 budget.

ATTACHMENT(S):

Fiscal Impact Analysis
Service Agreement

FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2022	2023	2024	2025	2026
Capital Expenditures	0	0	0	0	0
Operating Expenditures	\$95,000	\$190,000	\$190,000	\$190,000	\$190,000
External Revenues	0	0	0	0	0
Program Income	0	0	0	0	0
In-kind Match	0	0	0	0	0
Net Fiscal Impact	\$95,000	\$190,000	\$190,000	\$190,000	\$190,000
No. of Addn'l Full-Time Employee Positions	0	0	0	0	0

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

Account Number	Account Description	Project Number	FY2022 Budget	FY 2022 Balance	Budget Transfer	Agenda Expenditure	Balance
401-1240-513.34.50	Contr Svc/Other Contr Svc	N/A	\$978,626	\$978,626	N/A	-\$95,000	\$883,626

UTILITY BILLING AND MAILING SERVICES AGREEMENT

THIS AGREEMENT is made this _____, between the **City of Lake Worth Beach**, Florida, a municipal corporation (“CITY”) with its office located at 7 North Dixie Highway, Lake Worth Beach, Florida 33460, and **DataProse, LLC**, a limited liability company authorized to do business in the State of Florida (“CONTRACTOR”) with its office located at 1122 W. Bethel Rd., Suite 100, Coppell, TX 75019.

RECITALS

WHEREAS, the CITY issued a Request for Proposal (No. 21-208) in order to obtain a service provider for processing, printing, and mailing the CITY’s utility bills (“RFP”); and

WHEREAS, CONTRACTOR submitted a proposal in response to the RFP to provide the services as described and set out in the RFP; and

WHEREAS, the CITY desires to accept the CONTRACTOR’s proposal in order for CONTRACTOR to render the services to the CITY as provided herein; and

WHEREAS, the CONTRACTOR further warrants that it is experienced and capable of performing the tasks hereunder in a professional and competent manner; and

WHEREAS, the purpose of this Agreement is to set forth certain terms and conditions for the provision of services by CONTRACTOR to the CITY; and,

WHEREAS, the CITY finds entering this Agreement with the CONTRACTOR serves a valid public purpose.

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

1. RECITALS

1.1 The recitals set forth above are incorporated into this Agreement as true and correct statements.

2. EFFECTIVE DATE AND TERM

2.1 This Agreement is effective upon approval by the CITY’s City Commission; however, the effective date for the provision of services by the CONTRACTOR shall not be until March 30, 2022.

2.2 The term of this Agreement shall commence on March 30, 2022 and shall be for an initial term of three (3) years unless earlier terminated as stated herein. The parties may extend the term for two (2), one (1) year periods by written amendment to this Agreement. The City Manager is authorized to approve an amendment to this Agreement to extend the term as set forth herein.

3. SCOPE OF WORK

3.1 The CONTRACTOR’s scope of work includes providing the CITY with all utility bill printing and mailing services including utility statements and letters to residential, commercial, and industrial utility customers with address correction and encoding, as more specifically set forth in the RFP (“Scope of Work”).

3.2 The CONTRACTOR represents to the CITY that the Scope of Work provided under this Agreement shall be in accordance with accepted and established trade practices and procedures recognized in the CONTRACTOR’s trade in general and that the materials shall conform to the highest standards and in accordance with this Agreement.

3.3 The CONTRACTOR represents that it is licensed to do business in the State of Florida and holds and will maintain all applicable licenses required for the work to be completed under this Agreement. The CONTRACTOR further warrants its capability and experience to perform the work provided for herein in a professional and competent manner.

3.4 The Scope of Work shall be performed by the CONTRACTOR or under its supervision and all personnel engaged in performing the Scope of Work shall be fully qualified and, if required, authorized or permitted under the state and local law to perform such Scope of Work. All of the CONTRACTOR's personnel (and all subcontractors), while on CITY premises, shall comply with all CITY requirements governing safety, conduct and security.

3.5 The Scope of Work shall be completed in accordance with the terms and conditions set forth in the RFP, which is incorporated by reference, and this Agreement.

4. INDEPENDENT CONTRACTOR; USE OF AGENTS OR ASSISTANTS

4.1 The CONTRACTOR is and shall be, in the performance of the Scope of Work under this Agreement, an independent contractor, and not an employee, agent, or servant of the CITY. All persons engaged in any of the Scope of Work performed pursuant to this Agreement shall at all times, and in all places, be subject to the CONTRACTOR's sole direction, supervision, and control. The CONTRACTOR shall exercise control over the means and manner in which it and its employees perform the Scope of Work.

4.2 To the extent reasonably necessary to enable the CONTRACTOR to perform the Scope of Work hereunder, the CONTRACTOR shall be authorized to engage the services of any agents or assistants which it may deem proper, and may further employ, engage, or retain the services of such other persons or corporations to aid or assist in the proper performance of its duties. All costs of the services of, or expenses incurred by, such agents or assistants shall be paid by the CONTRACTOR.

5. FEE AND ORDERING MECHANISM

5.1 The CITY agrees to compensate CONTRACTOR in accordance with the rate schedule set forth in **Exhibit "A"**. The City shall not reimburse CONTRACTOR for any additional costs incurred as a direct or indirect result of CONTRACTOR providing services to the City under this Agreement and not set forth in **Exhibit "A"**.

5.2 Should the CITY require additional materials or services, not included in this Agreement, fees and payment for such work will be set forth in a separate amendment, as authorized in accordance with the CITY's procurement code, prior to any such additional materials or services being provided by the CONTRACTOR.

5.3 The City's ordering mechanism for the Scope of Work performed under this Agreement may be a City Purchase Order; however, the terms and conditions stated in a City Purchase Order shall not apply. CONTRACTOR shall not exceed amounts expressed on any Purchase Order. Note that the City's Fiscal Year ends on September 30th of each calendar year. The City cannot authorize the purchase of goods or services beyond September 30th of each calendar year, prior to the annual budget being approved by the City Commission. Additionally, the City must have budgeted appropriate funds for the goods and services in any subsequent Fiscal Year. If the budget is approved for said goods and services, the City will issue a new Purchase Order for required and approved goods and/or services.

6. INVOICE

6.1 The CONTRACTOR shall submit an itemized invoice to the CITY for approval prior to receiving compensation. The CONTRACTOR shall be paid within thirty (30) days of receipt of an approved invoice for services.

6.2 If the CITY disputes any invoice or part of an invoice, CITY shall notify the CONTRACTOR within a reasonable time after receipt of the invoice. CITY reserves the right to off-set, reduce or withhold any payment to the CONTRACTOR until the dispute is resolved.

7. AUDIT BY CITY

7.1 The CONTRACTOR shall permit the CITY, or any authorized representatives of the CITY, at all reasonable times, access to and the right to examine all records, books, papers or documents related to the CONTRACTOR's performance under this Agreement including, but not limited to, expenses for sub-contractors, agents or assistants, direct and indirect charges for work performed and detailed documentation for all such work performed or to be performed under this Agreement.

8. COPIES OF DATA/DOCUMENTS

8.1 Copies or original documents prepared by the CONTRACTOR in relation to work associated with this Agreement shall be provided to the CITY. Data collected, stored, and/or provided shall be in a form acceptable to the CITY and agreed upon by the CITY.

9. OWNERSHIP

9.1 Each and every report, draft, work product, map, record, and other document reproduced, prepared, or caused to be prepared by the CONTRACTOR pursuant to or in connection with this Agreement shall be the exclusive property of the CITY.

10. WRITTEN AUTHORIZATION REQUIRED

10.1 The CONTRACTOR shall not make changes in the Scope of Work or perform any additional services or provide any additional material under this Agreement without first obtaining written authorization from the CITY for such additional services or materials. Additional services or materials provided without written authorization shall be done at the CONTRACTOR's sole risk and without payment from the CITY.

11. DEFAULTS, TERMINATION OF AGREEMENT

11.1 If the CONTRACTOR fails to timely perform the Scope of Work or has failed in any other respect to satisfactorily perform in accordance with this Agreement; or, is in material breach of a term or condition of this Agreement, the City Manager or designee may give written notice to the CONTRACTOR specifying defaults to be remedied. Such notice shall set forth the basis for any dissatisfaction and suggest corrective measures. If the CONTRACTOR does not remedy defaults within the allotted time or commence good faith steps to remedy the default to the reasonable satisfaction of the City Manager or designee, the CITY may take such action to remedy the default and all expenses related thereto shall be borne by the CONTRACTOR including, without limitation, utilization of another contractor to provide for such work; and/or, the CITY may withhold any money due or which may become due to the CONTRACTOR for such expense and/or work related to the claimed default. Alternatively, or in addition to the foregoing, if after three (3) days the CONTRACTOR has not remedied defaults or commenced good faith steps to remedy defaults to the satisfaction of the City Manager or designee, the CITY may elect to terminate this Agreement. No compensation shall be paid for de-mobilization, take-down, disengagement wind-down, lost profits or other costs incurred due to termination of this Agreement under this paragraph.

11.2 Notwithstanding paragraph 11.1, the CITY reserves the right and may elect to terminate this Agreement at any time, with or without cause. At such time, the CONTRACTOR would be compensated only for that work which has been satisfactorily completed to the date of termination. No compensation shall be paid for de-mobilization, take-down, disengagement wind-down, lost profits or other costs incurred due to termination of this Agreement under this paragraph.

11.3 If this Agreement is terminated before the completion of the Term, the CONTRACTOR shall:

- (a) Stop services on the date and to the extent specified including without limitation services of any sub-consultants.
- (b) Transfer all work in progress, completed work, and other materials related to the terminated services to the CITY in the format acceptable to CITY
- (c) Continue and complete all parts of the services that have not been terminated.

11.4 Termination of this Agreement shall not affect any rights, obligations, and liabilities of the parties arising out of services provided prior to the date of termination. Notwithstanding the foregoing, the parties acknowledge and

agree that the CITY is a municipal corporation existing under the laws of the State of Florida, and as such, this Agreement (and its Exhibit) is subject to budgeting and appropriation by the CITY of funds sufficient to pay the costs associated herewith in any fiscal year of the CITY. Notwithstanding anything in this Agreement to the contrary, in the event that no funds are appropriated or budgeted by the CITY's governing board in any fiscal year to pay the costs associated with the CITY's obligations under this Agreement, or in the event the funds budgeted or appropriated are, or are estimated by the CITY to be, insufficient to pay the costs associated with the CITY's obligations hereunder in any fiscal period, then the CITY will notify CONTRACTOR of such occurrence and either the CITY or CONTRACTOR may terminate this Agreement by notifying the other in writing, which notice shall specify a date of termination no earlier than twenty-four (24) hours after giving of such notice. Termination in accordance with the preceding sentence shall be without penalty or expense to the CITY of any kind whatsoever; however, CITY shall pay CONTRACTOR for all services performed under this Agreement through the date of termination.

12. INSURANCE

12.1 Prior to commencing the Scope of Work, the CONTRACTOR shall provide certificates evidencing insurance coverage as required hereunder. All insurance policies shall be issued by companies authorized to do business under the laws of the State of Florida. The Certificates shall clearly indicate that the CONTRACTOR has obtained insurance of the type, amount, and classification as required for strict compliance with this Section and that no material change or cancellation of the insurance shall be effective without thirty (30) days' prior written notice to the CITY. Failure to comply with the foregoing requirements shall not relieve the CONTRACTOR of its liability and obligations under this Agreement. All insurance, other than Workers' Compensation, required hereunder shall specifically include the "City of Lake Worth Beach" as an "Additional Insured", and the CONTRACTOR shall provide additional insured endorsements section of Certificates of Insurance.

12.2. The CONTRACTOR shall maintain, during the life of this Agreement, commercial general liability, including contractual liability insurance, on a primary, non-contributory basis in the amount of \$1,000,000 per occurrence (\$2,000,000 aggregate) to protect the CONTRACTOR from claims for damages for bodily and personal injury, including wrongful death, as well as from claims of property damages which may arise from any operations under this Agreement, whether such operations be by the CONTRACTOR or by anyone directly employed by or contracting with the CONTRACTOR.

12.3 The CONTRACTOR shall maintain, during the term of this Agreement, standard Professional Liability Insurance in the minimum amount of \$1,000,000.00 per occurrence.

12.4. The CONTRACTOR shall maintain, during the life of this Agreement, comprehensive automobile liability insurance in the minimum amount of \$1,000,000 combined single limit for bodily injury and property damages liability to protect the CONTRACTOR from claims for damages for bodily and personal injury, including death, as well as from claims for property damage, which may arise from the ownership, use, or maintenance of owned and non-owned automobiles, including rented automobiles whether such operations be by the CONTRACTOR or by anyone directly or indirectly employed by the CONTRACTOR.

12.5 The CONTRACTOR shall maintain, during the life of this Agreement, Workers' Compensation Insurance and Employer's Liability Insurance for all employees as required by Florida Statutes.

12.6 The CONTRACTOR shall maintain during the life of this Agreement, Cyber Liability insurance with limits not less than \$1,000,000 per occurrence or claim, \$2,000,000 aggregate. Coverage shall be sufficiently broad to respond to the duties and obligations as set forth in the Scope of Work and shall include, but not be limited to, claims involving infringement of intellectual property, invasion of privacy violations, information theft, damage to or destruction of electronic information, release of private information, alteration of electronic information, extortion and network security. The policy shall provide coverage for breach response costs as well as regulatory fines and penalties as well as credit monitoring expenses with sufficient limits to respond to these obligations.

13. WAIVER OF BREACH

13.1 The waiver by either party of any breach of any provision of this Agreement shall not operate or be construed as a waiver of any subsequent breach of that same or any other provision.

14. INDEMNITY

14.1 The CONTRACTOR shall indemnify, defend and hold harmless, to the maximum extent permitted by law, the CITY and its officers, agents, employees and representatives, from and against any and all liability, suit, actions, proceedings, judgments, claims, losses, liens, damages, injuries (whether in contract or in tort, including personal injury, accidental death, patent infringement or property damage, and regardless, of whether the allegations are false, fraudulent or groundless), costs and expenses (including attorney's fees for all litigation and appeals) to the extent arising out of or alleged to have arisen out of the acts, omissions or neglect of the CONTRACTOR or any of its agents, employees, subcontractors or by anyone the CONTRACTOR directly or indirectly employed.

14.2 The CONTRACTOR's obligation to indemnify, defend and hold harmless shall remain in effect and shall be binding upon the CONTRACTOR whether such injury or damage shall accrue, or may be discovered, before or after termination of this Agreement.

14.3 Compliance with any insurance requirements required elsewhere in this Agreement shall not relieve CONTRACTOR of its liability and obligation to defend, hold harmless and indemnify the CITY as set forth in this section.

14.4 Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the CITY or CONTRACTOR. Further, nothing contained in this Agreement shall be construed or interpreted as consent by the CITY to be sued, nor as a waiver of sovereign immunity beyond the waiver provided in section 768.28, Florida Statutes, as amended from time to time.

14.5 The CONTRACTOR's failure to comply with this section's provisions shall constitute a material breach upon which the CITY may immediately terminate or suspend this Agreement.

15. ENTIRE AGREEMENT AND ORDER OF PRECEDENCE

15.1 This Agreement consists of the terms and conditions provided herein; the RFP (including all specifications, exhibits and addenda attached thereto or referenced therein); and, Exhibit "A" (the CONTRACTOR's price proposal). To the extent that there exists a conflict between this Agreement and the remaining documents, the terms, conditions, covenants, and/or provisions of this Agreement shall prevail with the RFP (including all specifications, exhibits and addenda attached thereto) next taking precedence. Wherever possible, the provisions of such documents shall be construed in such a manner as to avoid conflicts between provisions of the various documents.

15.2 This Agreement supersedes any and all other Agreements, either oral or in writing, between the parties hereto with respect to the subject matter hereof, and no other Agreement, statement, or promise relating to the subject matter of this Agreement which is not contained herein shall be valid or binding.

16. ASSIGNMENT

16.1 Nothing under this Agreement shall be construed to give any rights or benefits to any party other than the CITY and the CONTRACTOR. All duties and responsibilities under this Agreement shall be for the sole and exclusive benefit of the CITY and the CONTRACTOR and not for the benefit or any other party. The CONTRACTOR shall not assign any right or interest in this Agreement, and shall not delegate any duty owned, without the CITY's prior written consent. Any attempted assignment or delegation shall be void and totally ineffective for all purposes, and shall constitute a material breach upon which the CITY may immediately terminate or suspend this Agreement.

16.2 In the event the CITY consents to an assignment or delegation, the assignee, delegate, or its legal representative shall agree in writing to personally assume, perform, and be bound by this Agreement's covenants, conditions, obligations and provisions.

17. SUCCESSORS AND ASSIGNS

17.1 Subject to the provision regarding assignment, this Agreement shall be binding on the heirs, executors, administrators, successors, and assigns of the respective parties.

18. WAIVER OF TRIAL BY JURY

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

19. GOVERNING LAW AND REMEDIES

19.1 The validity of this Agreement and of any of its terms or provisions, as well as the rights and duties of the parties hereunder, shall be governed by the laws of the State of Florida and venue shall be in Palm Beach County, Florida.

19.2 No remedy herein conferred upon any party is intended to be exclusive of any other remedy, and each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity or by statute or otherwise. No single or partial exercise by any party of any right, power, or remedy hereunder shall preclude any other or further exercise thereof.

20. TIME IS OF THE ESSENCE

20.1 Time is of the essence in the completion of the Scope of Work as specified herein.

21. NOTICES

21.1 All notices hereunder must be in writing and, unless otherwise provided herein, shall be deemed validly given on the date when personally delivered to the address indicated below; or on the third (3rd) business day following deposit, postage prepaid, using certified mail, return receipt requested, in any U.S. postal mailbox or at any U.S. Post Office; or when sent via nationally recognized overnight courier to the address indicated below. Should the CITY or the CONTRACTOR have a change of address, the other party shall immediately be notified in writing of such change, provided, however, that each address for notice must include a street address and not merely a post office box. All notices, demands or requests from the CONTRACTOR to the CITY shall be given to the CITY address as follows:

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

With a copy to:

City of Lake Worth Beach Electric Utilities
Attn: Electric Utility Director
1900 2nd Avenue North
Lake Worth Beach, FL 33460

All notices, demands or requests from the CITY to the CONTRACTOR shall be given to the CONTRACTOR address as follows:

Mr. William K. Murray
DataProse, LLC

22. SEVERABILITY

22.1 Should any part, term or provision of this Agreement or any document required herein to be executed be declared invalid, void or unenforceable, all remaining parts, terms and provisions hereof shall remain in full force and effect and shall in no way be invalidated, impaired or affected thereby.

23. DELAYS AND FORCES OF NATURE

23.1 The CONTRACTOR shall not be considered in default by reason of a delay in timely performance if such delay and failure arises out of causes reasonably beyond the control of the CONTRACTOR or its subcontractors and without their fault or negligence. Upon the CONTRACTOR's request, the CITY shall consider the facts and extent of any such delay and failure to timely perform the work for reason beyond the control of the CONTRACTOR and, if the CONTRACTOR'S delay and failure to timely perform was without it or its subcontractors' fault or negligence, as determined by the CITY in its sole discretion, the time of completion shall be extended for any reasonable time that the CITY, in its sole discretion, may decide; subject to the CITY'S rights to change, terminate, or stop any or all of the work at any time. If the CONTRACTOR is delayed at any time in the progress of the work by any act or neglect of the CITY or its employees, or by any other contractor employed by the CITY, or by changes ordered by the CITY or in an unusual delay in transportation, unavoidable casualties, or any causes beyond the CONTRACTOR'S control, or by delay authorized by the CITY pending negotiation or by any cause which the CITY, in its sole discretion, shall decide justifies the delay, then the time of completion shall be extended for any reasonable time the CITY, in its sole discretion, may decide. No extension of time shall be made for any delay occurring more than five (5) days before a claim therefore is made in writing to the CITY. In the case of continuing cause of delay, only one (1) claim is necessary. The CONTRACTOR's sole remedy for a delay in completion of the work for any reason will be an extension of time to complete the work and CONTRACTOR specifically waives any right to seek any monetary damages or losses for a delay in completion of the work, including, but not limited to, waiving any right to seek monetary amounts for lost profits, additional overhead, salaries, lost productivity, efficiency losses, or any other alleged monetary losses which may be allegedly suffered by CONTRACTOR due to a delay in completion of the work.

24. COUNTERPARTS

24.1 This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, and will become effective and binding upon the parties as of the effective date at such time as all the signatories hereto have signed a counterpart of this Agreement. This Agreement may be signed digitally and each digitally signed counterpart shall be considered as an original of the signing party.

25. PUBLIC ENTITY CRIMES

25.1 CONTRACTOR acknowledges and agrees that a person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier or subcontractor under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, Florida Statutes, for CATEGORY TWO for a period of 36 months following the date of being placed on the convicted vendor list. CONTRACTOR will advise the CITY immediately if it becomes aware of any violation of this statute.

26. PREPARATION

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

27. PALM BEACH COUNTY INSPECTOR GENERAL

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

28. ENFORCEMENT COSTS

28.1 Except as required in an indemnification provision herein, all parties shall be responsible for their own attorneys' fees, court costs and expenses if any legal action or other proceeding is brought for any dispute, disagreement, or issue of construction or interpretation arising hereunder whether relating to this Agreement's execution, validity, the obligations provided therein, or performance of this Agreement, or because of an alleged breach, default or misrepresentation in connection with any provisions of this Agreement.

29. PUBLIC RECORDS

29.1 CONTRACTOR shall comply with Florida's Public Records Laws, Chapter 119, Florida Statutes, and, if it is acting on behalf of the CITY as provided under section 119.011(2), the CONTRACTOR specifically agrees to:

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

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

30. COPYRIGHTS AND/OR PATENT RIGHTS

30.1 CONTRACTOR warrants that there has been no violation of copyrights and/or patent rights in the manufacturing, producing or selling of the goods, shipped or ordered, as a result of this Agreement and the CONTRACTOR agrees to hold the City harmless from any and all liability, loss, or expense occasioned by any such violation.

31. CONFIDENTIAL AND PROPRIETARY INFORMATION

31.1 Each party (the "Receiving Party") will keep confidential and not disclose to any other person or entity or use (except as expressly and unambiguously authorized by this Agreement) information, technology or software

("Confidential Information") obtained from the other party (the "Disclosing Party"); provided, however, that the Receiving Party will not be prohibited from disclosing or using information (i) that at the time of disclosure is publicly available or becomes publicly available through no act or omission of the Receiving Party, (ii) that is or has been disclosed to the Receiving Party by a third party who is not under, and to whom the Receiving Party does not owe, an obligation of confidentiality with respect thereto, (iii) that is or has been independently acquired or developed by the Receiving Party without access to the Disclosing Party's Confidential Information, (iv) that is already in the Receiving Party's possession at the time of disclosure, or (v) that is required to be released by law.

32. EXPORT ADMINISTRATION

32.1 Each party agrees to comply with all export laws and regulations of the United States ("Export Laws") to assure that no software deliverable, item, service, technical data or any direct product thereof arising out of or related to this Agreement is exported directly or indirectly (as a physical export or a deemed export) in violation of Export Laws.

33. INFRINGEMENT INDEMNITY

33.1 CONTRACTOR will defend or settle at its expense a claim or suit brought by a third party against the CITY arising out of a claim asserting that the Scope of Work or other deliverables ("deliverables" hereafter) provided by CONTRACTOR under this Agreement infringes any U.S. copyright or any U.S. patent or misappropriates a trade secret. CONTRACTOR will indemnify and hold harmless the CITY against and from damages, costs, and reasonable attorneys' fees, if any and at all levels of trial and appeal or mediation or arbitration, finally awarded in such suit or the amount of the settlement thereof; provided that (i) CONTRACTOR is promptly notified in writing of such claim or suit, (ii) CONTRACTOR will have the sole control of the defense and settlement thereof, and (iii) CITY furnishes CONTRACTOR, on reasonable request, information available to CITY for such defense. The CITY will not admit any such claim without prior consent of CONTRACTOR.

(a) In the event of a claim of infringement, CONTRACTOR shall, at its option:

1. procure for CITY the right to continue using the deliverables provided under this Agreement; or
2. replace or modify the deliverables so that the same becomes non-infringing but substantially equivalent in functionality and performance.
3. If neither of the above actions is reasonably feasible, CONTRACTOR will refund to CITY the fee actually paid by CITY under the Agreement (as amortized on a straight-line basis over the time in which the CITY was able to use the deliverables).

(b) CONTRACTOR will have no obligation under this section for infringement if and to the extent that such claim arises from:

1. modification of the deliverables other than by CONTRACTOR or by its recommendation; or
2. combination of the deliverables with products other than those supplied by CONTRACTOR;
3. the alleged infringement or misappropriation relates to such modification or combination; and/or
4. the specifications or written direction of the CITY directs CONTRACTOR to construct, fabricate or otherwise provide the infringing deliverables, design, apparatus or, article, with CONTRACTOR's products, services, or work product.

(c) CONTRACTOR will also not have any indemnification obligation with respect to a claim: (i) if it has provided CITY with reasonable changes that would have avoided the problem and the reasonable changes are not fully implemented by City within a reasonable time or (ii) arising out use of the deliverables not in accordance with this Agreement.

(d) CONTRACTOR's obligation to indemnify, defend and hold harmless shall remain in effect and shall be binding upon CONTRACTOR whether such injury or damage shall accrue, or may be discovered, before or after termination or expiration of this Agreement.

34. COMPLIANCE WITH OCCUPATIONAL SAFETY AND HEALTH

34.1 CONTRACTOR certifies that all material, equipment, etc., contained in this bid meets all OSHA requirements. CONTRACTOR further certifies that, if the material, equipment, etc., delivered is subsequently found to be deficient in any OSHA requirements in effect on date of delivery, all costs necessary to bring the material, equipment, etc. into compliance with the aforementioned requirements shall be borne by the CONTRACTOR.

35. FEDERAL AND STATE TAX

35.1 The CITY is exempt from payment of Florida State Sales and Use Tax. CONTRACTOR is not authorized to use the CITY's Tax Exemption Number.

36. PROTECTION OF PROPERTY

36.1 The CONTRACTOR shall at all times guard against damage or loss to the property of the CITY or of other vendors or contractors and shall be held responsible for replacing or repairing any such loss or damage. The CITY may withhold payment or make such deductions as deemed necessary to insure reimbursement or replacement for loss or damage to property through negligence of the successful CONTRACTOR or its agents. The CONTRACTOR shall be responsible to safeguard all of their property such as tools and equipment while on site. The CITY will not be held responsible for any loss of CONTRACTOR property due to theft or vandalism.

37. E-VERIFY

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

- (a) Register with and use the E-Verify system to verify the work authorization status of all newly hired employees and require all subcontractors (providing services or receiving funding under this Agreement) to register with and use the E-Verify system to verify the work authorization status of all the subcontractors' newly hired employees;
- (b) Secure an affidavit from all subcontractors (providing services or receiving funding under this Agreement) stating that the subcontractor does not employ, contract with, or subcontract with an "unauthorized alien" as defined in Section 448.095(1)(k), Florida Statutes;
- (c) Maintain copies of all subcontractor affidavits for the duration of this Agreement and provide the same to the CITY upon request;
- (d) Comply fully, and ensure all of its subcontractors comply fully, with Section 448.095, Florida Statutes;
- (e) Be aware that a violation of Section 448.09, Florida Statutes (Unauthorized aliens; employment prohibited) shall be grounds for termination of this Agreement; and,
- (f) Be aware that if the CITY terminates this Agreement under Section 448.095(2)(c), Florida Statutes, the CONTRACTOR may not be awarded a contract for at least 1 year after the date on which the Agreement is terminated and will be liable for any additional costs incurred by the CITY as a result of the termination of the Agreement.

38. SCRUTINIZED COMPANIES

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

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

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

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

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

38.6 As provided in Subsection 287.135(8), Florida Statutes, if federal law ceases to authorize the above-stated contracting prohibitions then they shall become inoperative.

39. SURVIVABILITY

39.1 Any provision of this Agreement which is of a continuing nature or imposes an obligation which extends beyond the term of this Agreement shall survive its expiration or earlier termination.

IN WITNESS WHEREOF the parties hereto have made and executed this **UTILITY BILLING AND MAILING SERVICES AGREEMENT** on the day and year first above written.

CITY OF LAKE WORTH BEACH, FLORIDA

By: _____
Betty Resch, Mayor

ATTEST:

By: _____
Melissa Ann Coyne, City Clerk

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY:

APPROVED FOR FINANCIAL
SUFFICIENCY

By: _____
Glen J. Torcivia, City Attorney

By: _____
Bruce T. Miller, Financial Services Director

CONTRACTOR:

DATAPROSE, LLC

By: _____

Curtis Nelson

Print Name: _____

CURTIS NELSON

Title: _____

COO

[Corporate Seal]

STATE OF _____)

Texas

COUNTY OF _____)

Dallas

THE FOREGOING instrument was acknowledged before me by means of physical presence or online notarization on this 8th day of September 2021, by Curtis Nelson, as the COO [title] of DATAPROSE, LLC a limited liability company, who is personally known to me or who has produced Photo badge as identification, and who did take an oath that he or she is duly authorized to execute the foregoing instrument and bind the CONTRACTOR to the same.

Gabrielle Jefferson

Notary Public Signature

Notary Seal:

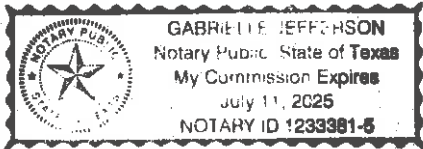


EXHIBIT "A"
Contractor's Rate Schedule
(pages 5 to 7)

EXHIBIT "H"

**RFP #21-208 UTILITY BILLING AND MAILING SERVICES
PRICE SHEET**

Base Price

\$ 0.086 Unit price per statement, bill processed (including processing, sorting, printing of statement in highlight color laser, form, folding, inserting, mailing envelope, return envelope and delivery to USPS)

\$ 0.003 Charge for additional bill inserting

\$ 1,100.00 Charge for printing one additional page, 2-sided 8x10, grayscale
Fee for printing & folding - print 1 page, duplex, 8.5 x11, black ink, per 27,000

No charge to set up this service,
please refer to the attached
\$ Optional Services Pricing structure.

Charge for Combined Bills
No charge to set up this service, please refer to the attached Optional Services Pricing structure.

\$ 0.426 Average postage per piece, consider postal sort starting at 5-Digit Rate as qualifies (realizing that cost will be estimated, provide best estimate per statement)
Based on the lowest possible 5-digit zip code rate. Actual postage will apply. Rate reflects upcoming USPS postage increase effective 8/29/2021.

Waived during
\$ implementation Programming fee per hour for set-up along with the estimated hours it takes for a typical customer set up. TBD Hours

\$ 125.00 Programming fee per hour for changes after initial set-up.

\$ 0.005 Charge for indexed PDFs of bills

\$ 0.512 **TOTAL** (Unit price, plus postage for a single page bill, including the bill form, DataProse standard outer and return envelope.)



DP-eBILL - ELECTRONIC DELIVERY

PRODUCT OVERVIEW:

DataProse provides several different electronic delivery products. This document describes the DataProse email delivery. This document does not include any Electronic Bill Presentment/Payment (EBPP) functionality. The email itself is delivered in html format and can be customized to include graphical content and variable data. This core product is intended to be one email template per application, but multiple templates may be set up at the fee structure defined below. There is a robust reporting module in support of all documents delivered electronically. This reporting includes information such as, when the documents are delivered, which email messages were returned as undeliverable, which email documents were opened, and more.

PRODUCT FEATURES:

DP-eBill – Email delivery with a link back to the original bill-payer invoice. This link and the source document are stored by DataProse and is made available seamlessly to the bill-payer.

PRODUCT IMPLEMENTATION TIMING:

Standard implementation time for one email template into our normal process is 2-3 weeks. Each additional email template can be added in the same 2-3-week time frame.

PRODUCT PRICING:

Description	Frequency	Fee	Frequency
Implementation (includes one email template) and Initial Setup		\$300.00	One Time
Annual License/Subscription Fee		Waived	Annually
Additional Email Template Setup		\$300.00	Per Email Template
Standard Email Transaction		\$0.07	Per Email

OPTIONAL SERVICES PRICING:

Implementation/Utility Set-up	Waived	1 Time
Search & View Bill statement archive – includes 12 months of storage	\$0.005	Each
Additional inserts – cost to insert (newsletter, water quality report, buck slips, etc.)	\$0.003	Each
Additional Impressions	\$0.035	Each
Oversized bills (7-99 pages)	\$0.35	Each
- includes 9 x 12 envelope		
- for hand inserting of statements greater than 8 pages		
Oversized bills (100 + pages) includes envelope	\$4.00	Each
Bill Suppression	\$0.03	Each
API – DataProse Search&ViewBill API is a tool that allows clients already utilizing the S&V service or their eBill payment vendor, a back-end path to access PDFs from the DataProse system. This product is a connector service between the client application or website and the indexed billing cycle PDFs at DataProse.	\$75.00	Month
Additional programming – client requested/approved	\$125.00	Hour
NCOALink (Address Correction/Update)	\$0.20	Correction
Offline folding – for inserts provided by client that are not folded	\$0.005	Each
Special Handling – Overnight + FedEx charge	Cost	Each

EXECUTIVE BRIEF ELECTRIC UTILITY MEETING

AGENDA DATE: September 28, 2021

TITLE:

Third Amendment to Task Order No. 3 with E.C. Fennell, PA., for additional engineering design services for Phase 1 & Phase 2 of the 1W05 circuit

SUMMARY:

The Third Amendment to Task Order No. 3 authorizes E.C. Fennell, PA, to provide additional engineering design services for Phase 1 & Phase 2 of the 1W05 circuit at a cost not to exceed \$62,200. This project has been identified as an element of the City's electric utility System Hardening and Reliability Improvement Project (SHRIP) and for which bonds were sold in November 2020.

BACKGROUND AND JUSTIFICATION:

The City issued a Request for Qualifications (RFQ 18-303) to provide letters of interest and Professional Qualifications from consulting companies/firms for civil engineering, geotechnical engineering, surveying, architecture, hydrogeological services, energy management and engineering services. E.C. Fennell, PA, was one of three firms selected under the Energy Management category for the Continuing Contracts for Professional Services.

The City Commission previously approved E.C. Fennell Task Order No. 3 to complete engineering design for system hardening & reliability improvements for the 1W05 circuit.

In March of 2019, the City Commission authorized the First Amendment to E.C. Fennell Task Order No. 3 for additional engineering design services, permitting, easement and record research.

In July of 2019, the City Commission authorized the Second Amendment to E.C. Fennell Task Order No. 3 for additional engineering design services associated with the addition of a section of the 1W05 which was not previously designed, additional pole loading analysis and section of underground design along 18th Ave. N.

Upon completion of 90% design of this section, the project was placed on hold until the remainder of the construction and material standards were completed.

This Third Amendment to Task Order No. 3, EC Fennell will finalize the design of Phase 1 and Phase 2 of the 1W05 feeder. The design revisions incorporate changing from concrete to ductile iron poles, re-run pole loading analysis, FECR permitting, provide materials list, pole bore sheets and provide Issue for Construction Documents. Additional design services include completing the underground design for a section of the 1W05 circuit from A Street to the FECR tracks along 18th Ave N. The engineering design costs to finalize the Issue for Construction plans is not to exceed \$62,200.

MOTION:

Move to approve/disapprove Third Amendment to Task Order No. 3 to E.C. Fennell PA., to finalize the 1W05 Phase 1 & Phase 2 plans at a cost not to exceed \$62,200.

ATTACHMENT(S):

Fiscal Impact Analysis
ECF Third Amendment to TO# 3

FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2021	2022	2023	2024	2025
Capital Expenditures	\$62,200	0	0	0	0
Operating Expenditures	0	0	0	0	0
External Revenues	0	0	0	0	0
Program Income	0	0	0	0	0
In-kind Match	0	0	0	0	0
 Net Fiscal Impact	 \$62,200	 0	 0	 0	 0
 No. of Addn'l Full-Time Employee Positions	 0	 0	 0	 0	 0

B. Recommended Sources of Funds/Summary of Fiscal Impact: Funds have been identified in account No. 421-6034-531-63.15, Project SH1802

Account Number	Account Description	Project Number	FY21 Budget	Current Balance	Budget Transfer	Agenda Expenditure	Balance
421-6034-531-63.15	Improve Other than Build / Infrastructure	SH1802	\$770,296	\$116,020	\$0	-\$62,200	\$53,820

THIRD AMENDMENT TO TASK ORDER NO. 3

Additional Design Services for 1W05 System Hardening

THIRD AMENDMENT TO TASK ORDER No. 3 ("Amendment") is made on _____, between the **City of Lake Worth Beach**, a Florida municipal corporation located at 7 North Dixie Highway, Lake Worth, Florida 33460 ("City") and **EC Fennell, P.A.**, a Florida corporation ("Consultant").

1.0 Project Description:

The City desires the Consultant to provide additional services as identified herein and generally described as: **1W05 Storm Hardening & Reliability Improvement** (original scope under Task Order No. 3) (the "Project"). The Project is described in the Consultant's Proposal, dated 7/28/2021, and attached hereto as **Exhibit "A"** and incorporated herein.

2.0 Scope

Under this Amendment, the Consultant will provide additional professional services to the City as detailed in the **Consultant's Proposal attached hereto and incorporated herein as Exhibit "A"**. Additional services to be provided under this amendment include; change from concrete to ductile iron poles, additional pole loading analysis, underground design revisions, overhead and underground design standards for the 1W05 circuit.

3.0 Schedule

The services to be provided under this Amendment shall be completed within 60 calendar days from the City's approval of this Amendment or the issuance of a Notice to Proceed.

4.0 Compensation

This Second Amendment is issued for a lump sum, not to exceed amount, of **\$ 62,200**. The attached proposal identifies all costs and expenses anticipated in the lump sum, not to exceed amount.

5.0 Project Manager

The Project Manager for the Consultant is; Jolie Gonzalez, phone: 561-508-9189; email: JGonzalez@ecfconsultants.com ; and, the Project Manager for the City is Paul Nicholas, phone: 561-533-7353; email: pnicholas@lakeworthbeachfl.gov

6.0 Progress Meetings

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

7.0 Authorization

This Amendment to Task Order No. 3 is issued in compliance with the Consultants' Competition Negotiation Act, section 287.055, Florida Statutes, and pursuant to the Agreement for Professional Services between the City of Lake Worth and the Consultant, dated March 16, 2018 ("Agreement" hereafter). If there are any conflicts between the terms and conditions of

this Amendment and the Agreement, the terms and conditions of the Agreement shall prevail; however, the specific scope of services set forth in this Amendment shall take precedence over any other more general description of services.

8.0 Confidentiality

The information provided to the Consultant under this Amendment and Task Order No. 3 by the City will contain proprietary business information, trade secret information and information that is otherwise confidential and/or exempt from public disclosure under Florida law. Accordingly, the Consultant shall keep confidential, and shall not disseminate to any third party or use for any purpose other than the performance of this Amendment and Task Order No. 3 (except with the written authorization from the City), any information received from the City arising from or related to the performance of this Amendment and Task Order No. 3. If Consultant receives a request and/or legal process to disclose any City information, the Consultant shall promptly notify the City and provide the City an opportunity to take appropriate action to address the request and/or legal process. The Consultant shall include a similar confidentiality provision in any subcontractor agreements.

9.0 Amendment

Except for the provisions of Task Order No. 3 specifically amended by this Amendment, all other terms and conditions of Task Order No. 3 and the Agreement remain in full force and effect. This Amendment shall not become binding and effective until approved by the Consultant and City Manager. None of the provisions contained in this Amendment may be modified or altered except by written instrument executed by both parties.

REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK

IN WITNESS WHEREOF, the parties hereto have made and executed this Amendment on the day and year first above written.

CITY OF LAKE WORTH BEACH, FLORIDA

By: _____
Betty Resch, Mayor

ATTEST:

By: _____
Melissa Ann Coyne, CMC, City Clerk

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY:

APPROVED FOR FINANCIAL
SUFFICIENCY

By: _____
Glen J. Torcivia, City Attorney

By: _____
Bruce T. Miller, Financial Services Director

CONTRACTOR: EC Fennell, P.A.

[Corporate Seal]

By: Jolie Gonzalez
Print Name: Jolie Gonzalez
Title: Manager

STATE OF Florida
COUNTY OF Broward

THE FOREGOING instrument was acknowledged before me by means of physical presence or online notarization on this 31st day of AUGUST 2021, by Jolie Gonzalez, as the MANAGER [title] of EC Fennell, P.A., a Florida Corporation authorized to do business in the State of Florida, who is personally known to me or who has produced FLDL as identification, and who did take an oath that he or she is duly authorized to execute the foregoing instrument and bind the CONTRACTOR to the same.

Josangel Gonzalez
Notary Public Signature

Notary Seal:



Josangel Gonzalez
Comm. # GG925527
Expires: October 23, 2023
Bonded Thru Aaron Notary

EXHIBIT "A"
Consultant's Proposal



2021

Lake Worth Feeder Hardening 1W05

CITY OF LAKE WORTH
1W05 Feeder Hardening



E C Fennell, PA
561.471.4029
7/28/2021

Revised Scope of Work

Due to design changes, ECF will be requesting additional funds to be added to Task Order #3. These changes affect 1W05 phase 1 & 2. Throughout the review of this project, ECF has provided additional services that were not originally planned for. ECF had been providing Engineering support and guidance, permitting support, easement and record research. The design was changed to include ductile iron poles instead of concrete pole. These pole will have to be re-calculated for loading in Pole Foremen. Also the standards for the design have changed since this job was designed and the notes need to be updated. The design also has to be revised as to new changes in the field. An additional part of the job will also be re-designed to include an underground portion.

Manhour Estimates for services to be Rendered

ECF Estimates the following hours for each section of the project

Project Manager	80 manhours	\$165/hr	\$13,200.00
Engineering	320 manhours	\$125/hr	\$40,000.00
Drafting	80 manhours	\$110/hr	\$ 8,800.00
Total NTE			\$62,200.00

EXECUTIVE BRIEF ELECTRIC UTILITY MEETING

AGENDA DATE: September 28, 2021

TITLE:

First Amendment to Agreement with KVA, Inc., for the Main Yard Substation Prefabricated Control House

SUMMARY:

First Amendment to the Agreement with KVA, Inc., authorizes KVA to provide a Prefabricated Control House for the Main Yard Substation at a cost not to exceed \$1,000,000. This project has been identified as an element of the City's electric utility System Hardening and Reliability Improvement Project (SHRIP) and for which bonds were sold in November 2020

BACKGROUND AND JUSTIFICATION:

The City issued a Request for Proposals (RFP 20-204) from qualified entities to design and fabricate up to six (6), single-story, single-module, concrete equipment relay vaults. KVA, Inc., was determined to be most responsive and responsible bidder. The term of the Agreement is for three (3) years, with (3) single-year extension options.

In August of 2020, the City Commission approved the Agreement with KVA, Inc.

This First Amendment to KVA, Inc., is for the purchase and fabrication of the Main Yard Substation Control House. The Main Yard substation operates as a 138kV to 26kV distribution substation and is equipped with two 138kV to 26kV step-down power transformers. The Main Yard protection relays are currently housed within breaker cabinets, relay cabinets and several other pieces of equipment within the Main Yard substation in unconditioned space and are exposed to temperature fluctuations as well as high-humidity environment. Additional relays and controls are located in the System Operations facility which is a non-hardened facility and is at risk in the event of a severe wind-storm event.

Over the past year, the electric utility has completed design of the new Main Yard Control House, incorporating the both the 138kV protection devices and 26kV protection devices for the Main Yard in one hardened structure. The new pre-fabricated Main Yard Control House will provide a robust shelter capable of withstanding a 180mph wind load, for the substation relays, controls & protection equipment. The new Main Yard Control House will also serve as the communications hub between the new 138kV Canal Switchyard and the Hypoluxo Switchyard and is a vital component of the transmission system upgrades.

KVA, Inc. will be providing all personnel, equipment and labor to build and pre-wire the control house equipment off-site. Delivery will be coordinated with the Main Yard Substation upgrades and will minimize additional on-site work

MOTION:

Move to approve/disapprove Agreement with KVA, Inc., d/b/a KVA Power Protection & Control for a prefabricated control house at a cost not to exceed \$1,000,000.

ATTACHMENT(S):

Fiscal Impact Analysis
KVA Inc. First Amendment

FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2021	2022	2023	2024	2025
Capital Expenditures	\$1,000,000	0	0	0	0
Operating Expenditures	0	0	0	0	0
External Revenues	0	0	0	0	0
Program Income	0	0	0	0	0
In-kind Match	0	0	0	0	0
Net Fiscal Impact	\$1,000,000	0	0	0	0
No. of Addn'l Full-Time Employee Positions	0	0	0	0	0

B. Recommended Sources of Funds/Summary of Fiscal Impact: Funds have been identified in account No. 421-6034-531-6315.

Account Number	Account Description	Project Number	FY21 Budget	Current Balance	Budget Transfer	Agenda Expenditure	Balance
421-6034-531-63.15	Improve Other than Build / Infrastructure	SH2103	\$2,000,000	\$1,867,085	\$0	\$1,000,000	\$867,085

**FIRST AMENDMENT TO GOODS AND SERVICES AGREEMENT
(Substation Prefabricated Control House)**

THIS FIRST AMENDMENT (“Amendment”) to the Agreement for Goods and Services Substation Prefabricated Control House is made as of _____, 2021, by and between the **City of Lake Worth Beach**, Florida, a (“CITY”) and **KVA, Inc., dba KVA Power Protection & Control** (“CONTRACTOR”), with its principal office located at 3307 Brushy Creek Rd. Greer, SC 29650.

WHEREAS, on August 25, 2020, the CITY and CONTRACTOR entered into the Goods and Service Agreement for CONTRACTOR to provide Substation Prefabricated Control House to the CITY (“Agreement”); and

WHEREAS, the Agreement is for the CONTRACTOR to design and fabricate up to six (6) units and these additional units may have updated specifications and be in different sizes to maintain the CITY’s standards; and

WHEREAS, the CONTRACTOR has provided a proposal for the second unit which is attached hereto as Exhibit “A”; and

WHEREAS, the CITY finds the CONTRACTOR’s proposal to be acceptable; and

WHEREAS, the CITY and CONTRACTOR wish to increase the total maximum costs to be paid by the CITY under this Amendment to a not to exceed amount of One Million Dollars (\$1,000,000.00); and

WHEREAS, the CITY finds amending the Agreement as set forth herein is in the best interest of the CITY and serves a valid public purpose.

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

1. **Recitals.** The above recitals are true and correct and are incorporated herein by reference.
2. **Scope of Work.** The Scope of Work for this Amendment is set forth in Exhibit “A”, the CONTRACTOR’s proposal, which is attached hereto.
3. **Maximum Costs.** The maximum costs to be paid by the CITY under this Amendment shall not exceed \$1,000,000.00 (One Million Dollars).
4. **E-Verify.** Pursuant to Section 448.095(2), Florida Statutes, beginning on January 1, 2021, the CONTRACTOR shall:
 - a. Register with and use the E-Verify system to verify the work authorization status of all newly hired employees and require all subcontractors (providing services or receiving funding under this Agreement) to register with and use the E-Verify system to verify the work authorization status of all the subcontractors’ newly hired employees;
 - b. Secure an affidavit from all subcontractors (providing services or receiving funding under this Agreement) stating that the subcontractor does not employ, contract with, or subcontract with an “unauthorized alien” as defined in Section 448.095(1)(k), Florida Statutes;

- c. Maintain copies of all subcontractor affidavits for the duration of this Agreement and provide the same to the CITY upon request;
- d. Comply fully, and ensure all of its subcontractors comply fully, with Section 448.095, Florida Statutes;
- e. Be aware that a violation of section 448.09, Florida Statutes (Unauthorized Aliens; Employment Prohibited), shall be grounds for termination of this Agreement; and,
- f. Be aware that if the CITY terminates this Agreement under Section 448.095(2)(c), Florida Statutes, the CONTRACTOR may not be awarded a contract for at least one (1) year after the date on which the Agreement is terminated and will be liable for any additional costs incurred by the CITY as a result of the termination of the Agreement.

5. **Entire Agreement.** The CITY and the CONTRACTOR agree that the Agreement, Exhibit "A" attached hereto, the RFP and this Amendment set forth the entire agreement between the parties, and that there are no promises or understandings other than those stated therein. To the extent that there exists a conflict between this Amendment and the remaining documents, the terms, conditions, covenants, and/or provisions of this Amendment shall prevail with the Agreement next taking precedence. For this Amendment only, Exhibit "A", attached hereto, shall take precedence over the RFP. Wherever possible, the provisions of such documents shall be construed in such a manner as to avoid conflicts between provisions of the various documents. None of the provisions, terms and conditions contained in this Amendment may be added to, modified, superseded or otherwise altered, except by written instrument executed by the parties hereto. All other terms and conditions of the Agreement (except as amended herein) remain in full force and effect.

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

IN WITNESS WHEREOF, the parties hereto have made and executed this First Amendment to the Good and Service Agreement (Substation Prefabricated Control House) on the day and year first above written.

CITY OF LAKE WORTH BEACH, FLORIDA

By: _____
Betty Resch, Mayor

ATTEST:

By: _____
Melissa Ann Coyne, City Clerk

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY:

APPROVED FOR FINANCIAL
SUFFICIENCY

By: _____
Glen J. Torcivia, City Attorney

By: _____
Bruce T. Miller, Financial Services Director



KVA, INC.

By: Anthony W. Burns

Print Name: ANTHONY BURNS

Title: VICE PRESIDENT

STATE OF SC
COUNTY OF Greenville

THE FOREGOING instrument was acknowledged before me by means of physical presence or online notarization on this 10 day of September 2021, by David Perry, as the Purchasing Agent [title] of KVA, Inc., a Corporation authorized to do business in the State of Florida, who is personally known to me or who has produced himself as identification, and who did take an oath that he or she is duly authorized to execute the foregoing instrument and bind the CONTRACTOR to the same.

David Perry
Notary Public Signature

Notary Seal:

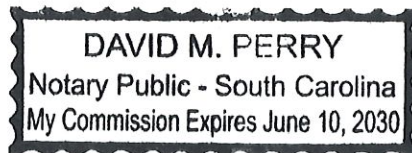


Exhibit "A"
(Contractor's Proposal 10 pages)



Revision 2
PROPOSAL
City of Lake Worth Beach
Electric Utilities
Main Substation

**Prepared for City of Lake Worth
Beach Electric Utilities
August 11, 2021
KVA Quote # 11363R2**



KVA Inc.
864.801.4430
info@kva-emc.com
www.kva-emc.com



Scope of Work: To provide (1) Control House and (11) Relay Control Panels, (Panel 12) Blank Cabinet and equipment fabricated, assembled, wired, tested, and delivered in accordance with the City of Lake Worth Beach Electric Utilities.

1) Relay Control Panels

A) Pricing for (1) Control Enclosure, (11) Relay panels, (1) Blank Cabinet (panel 12) and equipment.

TOTAL PRICE.....\$958,380.00

B) Delivery:

Delivery will be 20-22 weeks after the receipt of a Purchase order and all necessary engineering information.

On-Site Services

- KVA will attach the control building to the customer furnished foundation.
- KVA will reinstall all provided items that were removed for shipment.
- KVA will install batteries and make interconnections and final wiring terminations.
Delivery & offload based on free and clear access to the jobsite.

Bill of Material for (11) Relay panels and (1) Blank Cabinet:

Component	STYLE #	Manufacturer	Qty
PANEL FRAME	90x24x24	KVA	11
PANEL 12 CABINET	CABINET	KVA	1
LED PANEL MOUNT	RPLH16-02-06-02	LEDTRONICS	2
VOLTMETER	691B229A10	WESCHLER	2
SYNCHROSCOPE	007-146A-PRAE-C6	CROMPTON-INDUSTRIES	1
SYNC SELECT (ON/OFF)	2424E	ELECTROSWITCH	5
BKR OP (OPEN/CLOSE)	2457D	ELECTROSWITCH	11
SATELLITE-SYNCHRONIZED CLOCK-SEL-2407	24070A13B	SEL	1
MANAGED 24-PORT ETHERNET SWITCH-SEL-2730M	2730M0ARAA1111AAAAX1	SEL	3
RTAC- REAL TIME AUTOMATION CONTROLLER- SEL-3530	3530#8FD6	SEL	2
RTAC- REAL TIME AUTOMATION CONTROLLER- SEL-3555	3555#JGH8	SEL	1
FEEDER OC PROTECTION- SEL- 351S	0351S7XHD3E5422	SEL	18
BUS DIFFERENTIAL RELAY AND BKR FAILURE- SEL-487B	0487B1X4X52XC1XEHAPPPX	SEL	3



CAPACITOR PROTECTION AND CONTROL SYSTEM- SEL-487V	0487V0X6151XC4X4H4B4XXX	SEL	2
BUS DIFFERENTIAL RELAY AND BKR FAILURE- SEL-487B	0487B1X4X52XC1XEH8EEXXX	SEL	3
PROTECTION, AUTAMATION AND CONTROL SYSTEM- SEL-421	04215615XC1X4H78424XX	SEL	3
LINE CURRENT DIFFERENTIAL SYSTEM- SEL-311L	0311L1HD03254X4XX	SEL	3
CURRENT DIFFERENTIAL AND OVERCURRENT RELAY- SEL-387	0387613X5H4X4XX	SEL	3
CONTROL SWITCH MODULE- SEL-9510	951031B2	SEL	3
CAT 6A SHIELDED FEEDTHROUGH PANEL CONNECT (BLACK)	NE8FDX-P6-B	NEUTRIK	2
TEST SWITCH 10 POLES-4 POTENTIAL, 6 CURRENT SHORTING	STSA10035AD	SECUCONTROL	9
TEST SWITCH 14 POLES-8 POTENTIAL, 6 CURRENT SHORTING	STSA14100AB	SECUCONTROL	28
TEST SWITCH 10 POLES-4 POTENTIAL, 6 CURRENT SHORTING	STSA10115AB	SECUCONTROL	3
TEST SWITCH 10 POLES-4 POTENTIAL, 6 CURRENT SHORTING	STSA10035AD	SECUCONTROL	3
TEST SWITCH 10 POLES-4 POTENTIAL, 6 CURRENT SHORTING	STSA10115AB	SECUCONTROL	6
TEST SWITCH 10 POLES-2 POTENTIAL, 12 CURRENT SHORTING	STSA14101AB	SECUCONTROL	10
TEST SWITCH 14 POLES-14 POTENTIAL	STSA14100AB	SECUCONTROL	10
19' PANEL SLOT COVERS, ANSI GREY, 3U, 2-14 POLE CUTS	FTX3UA101010AG	SECUCONTROL	6
COVER FOR ST SWITCHES, 10 POLE, CLEAR	FTDC10	SECUCONTROL	21
SPARE DISCONNECT PINS		SECUCONTROL	90
19' PANEL SLOT COVERS, ANSI GREY, 3U, 2-14 POLE CUTS	FTx3UA14xx14AG	SECUCONTROL	24



COVER FOR ST SWITCHES, 14 POLE, CLEAR	FTDC14	SECUCONTROL	48
86-LOCKOUT RELAY W/ LIGHTED TARGET	78PB05D	ELECTROSWITCH	9
CUTOOUT SWITCH	3101C	ELECTROSWITCH	3
SYNC SELECT (ON/OFF)	2424E	ELECTROSWITCH	5
BKR OP (OPEN/CLOSE)	2457D	ELECTROSWITCH	11
SHORTING TERMINAL BLOCK TYPE EB-27, 6 POINT	EB27B06S	GE	18
TERMINAL BLOCK TYPE-DOUBLE ROW, 20 POINTS	670RZ20	MARATHON	0
SHORTING TERMINAL BLOCK TYPE EB-27, 4 POINT	EB27B04S	GE	40
TERMINAL BLOCK TYPE EB-25	EB25B004	GE	41
TERMINAL BLOCK TYPE EB-25, 12 POINT	EB25B012	GE	47
DIN RAIL TYPE, 5 AMPERE, 125VDC MINIMUM RATING	FAZ-C5/2-NA-DC	EATON	51
DIN RAIL TYPE, 5 AMPERE, 125VDC MINIMUM RATING	FAZ-B15/3	EATON	14
DIN MOUNTING RAIL TYPE NS 35/7.5 STEEL PERFORATED	801733	PHOENIX	45
E/NS 35 N End Clamp	800886	Phoenix	44
D-UDK 4 End Cover	2775113	Phoenix	44
ZB6 WHITE NUMBER STRIP LABEL MOUNT ON BOTH SIDES OF BLOCK, PRINTED HORIZONTALLY WITH SEQUENTIAL NUMBERS (1-180)	1051016	PHOENIX	890
UDK4 TERMINAL BLOCK (1-180)	2775016	PHOENIX	890
GROUND BAR	GROUND BAR	KVA	12
316SS WALL-MOUNT OUTDOOR ENCLOSURE (20.00x20.00x6.00)	A16H1206SS6LP	HOFFMAN	2
TERMINAL BLOCK TYPE EB-25, 4 POINT	EB25B04	GE	6
3 PHASE, FUSE HOLDER UL CLASS, 600V AC/DC	BCMM603-3C	BUSSMAN	5
1 PHASE, FUSE HOLDER UL CLASS, 600V AC/DC	BCM603-1C	BUSSMAN	3
UL CLASS CC FUSE, TIME DELAY, 5A	LP-CC-5	BUSSMAN	20
JUNCTION BOX BACK PLATE	E20P20	HOFFMAN	2



LOCAL/REMOTE SWITCH	24206sx	ELECTROSWITCH	8
LOCAL/REMOTE SWITCH	24203B2	ELECTROSWITCH	5

Bill of Material for Concrete Control House:

The proposed control house is described below:

Drawing Exceptions and Clarifications:

Did not receive written specifications therefore we have proposed our standard shelter for your request. We will gladly make changes per your request however changes may result in a price adjustment.

1. Drawing MAIN-13800-SP-001 Bill of Material Item 6A: The ULFWF54740MV00BI is out of production and is being replaced by the ULF3HE550UBZ.
2. Drawing MAIN-13800-SP-001 Bill of Material Item 8: The cable risers will be the VFP standard cable entry hoods.
3. Drawing MAIN-13800-SP-001 Bill of Material Item 11: The aluminum platforms are to be provided and installed by others.
4. Drawing MAIN-13800-SP-001 Bill of Material Item 12: The pad mounted transformers are to be provided and installed by others.
5. Drawing MAIN-13800-SP-001 Bill of Material Item 13: VFP has included DH325NWK safety switched in lieu of the DH325NWH316 units.
6. Drawing MAIN-13800-SP-001 Bill of Material Item 16B: The NTVELDB30400WR4 is not a recognized part number; VFP has included a NTVELDB30400WRU in this quotation.

This quotation assumes all required panel to panel and panel to termination cabinet wiring diagrams are to be provided by others. If requested, we will provide alternate pricing for these services.

Construction - Concrete

- Size nominal 15'6" wide (16' wide with roof overhang) exterior x nominal 40' long exterior x nominal 10' high interior, one room concrete control house
- Standard construction in accordance with VFP product specifications. The structural loads of the proposed concrete control house are as follows:
 - 200 pounds per square foot distributed floor loading while on foundation
 - 125 pounds per square foot distributed floor loading while lifting
 - 100 pounds per square foot distributed roof load
 - 200 mph wind load (Meets 194 ultimate wind speed per ASCE 7-10)
 - Seismic zone 4
- Exposed aggregate exterior
- The proposed control house walls are capable of stopping 30.06 rifle fire per UL752 requirements. Unless otherwise specified, the control house door is not bullet resistant.
- Steel skid floor with concrete deck



- The proposed control house walls will provide a two-hour fire rating
- The walls will be insulated to R-11 with hardboard insulation
- The ceiling will be insulated to R-19 with hardboard insulation
- The interior walls and ceiling will be sheathed with ¾" white OSB backed FRP board
- The floor will be painted with non-skid epoxy paint
- One (1) 42" wide x 84" high insulated "Florida Approved" steel exterior door, with panic bar and fiberglass weather hood
- One (1) 72" wide x 84" high insulated "Florida Approved" steel exterior double door, with panic bar and fiberglass weather awning
- Two (2) hydraulic door closers

Power Distribution

- One (1) 250 Amp main breaker, 42,000 AIC, 120/240 VAC, three phase, 60 Hz, 42 space, "AC1" bolt-on panel board, in a NEMA 1 surface mount enclosure
- AC1 power panel to be supplied with the following breakers:
 - Three (3) 20 Amp single pole
 - Two (2) 20 Amp double pole
 - Six (6) 30 Amp double pole
 - One (1) 60 Amp double pole
 - Three (3) 40 Amp three pole
- One (1) 150 Amp main breaker, 42,000 AIC, 120/240 VAC, three phase, 60 Hz, 42 space, "AC2" bolt-on panel board, in a NEMA 1 surface mount enclosure
- AC2 power panel to be supplied with the following breakers:
 - Fourteen (14) 20 Amp double pole
 - One (1) 60 Amp double pole
- One (1) 150 Amp main breaker, 42,000 AIC, 120/240 VAC, three phase, 60 Hz, 42 space, "AC3" bolt-on panel board, in a NEMA 1 surface mount enclosure
- AC3 power panel to be supplied with the following breakers:
 - Nine (9) 20 Amp double pole
 - One (1) 30 Amp double pole
 - One (1) 40 Amp three pole
- One (1) 225 Amp main breaker, 22,000 AIC, 120/240 VAC, single phase, 60 Hz, 42 space, "AC4" bolt-on panel board, in a NEMA 1 surface mount enclosure
- AC4 power panel to be supplied with the following breakers:
 - Ten (10) 20 Amp single pole
 - Four (4) 35 Amp double pole
- Four (4) shelter wall penetrations to serve as utility and emergency power service entries
- Two (2) 400 Amp, 240 VAC, fused, three pole, single throw disconnect switches in NEMA 4X enclosures with three spare fuses; Eaton DH325NWK
- One (1) 400 Amp, 240 VAC, non-fused, three pole, double throw manual transfer switch in a NEMA 3R enclosure; Eaton NTVELDB30400WRU
- One (1) Intertek PL800GTBSM, generator tap box
- One (1) 32"x32"x12" NEMA 3R CT cabinet with Marathon terminal blocks
- One (1) Brooks 652U3010C13-1624 meter socket
- Fourteen (14) 20 Amp specification grade duplex receptacles
- Two (2) 20 Amp specification grade exterior duplex ground fault receptacles



Lighting

- Ten (10) four-foot, LED surface mounted light fixtures with motion sensor control
- Two (2) emergency/exit lights
- Two (2) exterior LED Howard LWP-5075-LED-MV door lights
- Two (2) exterior LED Howard ULF3HE550UBZ flood lights

HVAC

- Two (2) nominal 3 Ton, 240 VAC, single phase, 11EER, wall mount air conditioning units, with low ambient and compressor anti cycle controls, phenolic coated coils, integral 5 kW resistance heat strips and washable dust filters.
- One (1) lead/lag controller allowing approximately equal operating time on each air conditioning unit
- One (1) 650 cfm (at 0" of H2O static pressure) battery area exhaust fan system, including "Florida Approved" intake and exhaust louvers, timer and hydrogen detector controls, fiberglass hoods, permanent filters and exhaust insect screen

Grounding

- One ground system consisting of a 4/0 AWG stranded bare copper conductor, run through the cable tray with grounding drops to the equipment and a single drop at the cable entrance locations for termination at the final site by others

Additional Equipment

- One (1) automatic transfer switch - ATV9LDB30400WRU – Eaton
- One (1) manual transfer switch - NTVELDB30400WRU - Eaton
- Two (2) battery racks - E-SGL2-15
- Two (2) spill containment systems - SC62-23P10
- Two (2) battery chargers – ACSWM-125-053-1
- Two (2) Battery systems - STT6v200 - SBS
- Two (2) direct current power distribution panels - P2J225LT60CH01 – Eaton
- Three (3) direct current disconnect switches - DG224FGK
- One (1) communications enclosure – Great Lakes – 910ES-2442MS

Alarm Device Contacts

The following alarm device contacts will be wired and brought to a location specified by the customer. The alarm wires will be coiled and tagged for identification per VFP standards. Unless otherwise stated in this proposal, termination at the customer's equipment is assumed to be provided by others. There are no provisions for audible, visual or remote alarm monitoring offered, except where it is integral to the device offered or stated otherwise in this proposal.

- Two (2) line voltage smoke detectors
- Two (2) intrusion alarm switches with form "C" contacts rated .1 Amps at 28 VDC
- One (1) high temperature alarm
- One (1) low temperature alarm
- One (1) set of automatic transfer switch alarms



- Two (2) sets of battery charger alarms
- One (1) hydrogen detector for alarm and fan control
- One (1) exterior visual fire indicator alarm

Accessories

- Up to seventy feet (70') of 36" wide x 6" deep B-Line aluminum cable tray
- Two (2) 12-gauge cable entry hoods
- Two (2) portable 10-pound CO2 fire extinguishers
- One (1) antenna mount bracket
- One (1) handheld eye wash station
- One (1) drawing table
- One (1) wall mounted drawing rack with six (6) clamps
- One (1) service manual

- If requested, we will provide three (3) sets of control house drawings with each control house unit order. Typical foundation drawings based upon normal soil conditions are available to support calculations for recommended control house tie down locations. No other foundation drawings are offered in the proposed control house price. Additional foundation drawings can be provided and will be negotiated separately.
- All wiring will be installed in surface mounted conduit or wireways if specified and will be in full compliance with ANSI/NFPA-70 - The National Electrical Code, latest revision.
- Control houses are to be built according the latest IBC edition and state requirements of which the control house is residing, local and county codes are not applicable unless otherwise stated.

Clarifications:

- KVA quote is based on the above Bill of Material; any changes to the above bill of material could result in a price change or change order upon the award of purchase order.
- There were no specifications provided at the time of quote, KVA used the prior City of Lake Worth spec as a reference.
- Crompton PART # 007-05YA-PNPN-C6 IS NO LONGER AVAILABLE- Weschler Part# 691B229A10 offered in this proposal.
- Per SecuControl, part number FTx3UA141414AG is incorrect, replacing it with FTx3UA14x14AG.
- Terminal block quantities are estimated.
- **Panel 12 is a future panel, KVA is providing a blank cabinet with cover plates.**

KVA Relay Panel testing to include:

- Point-to-point continuity test in accordance with wiring diagrams.
- Current Injection
- Power Up of the SELs
- KVA Shop Quality Audit Checklist:
- Visual Appearance Check
- Dimensional checks to fabrication drawings
- Part Number Accuracy



- Quantity Verification
- Panel Layout Verification
- Nameplate and Labeling Accuracy
- Wire Marker Verification to Drawings
- Termination Torque, Crimp and Tensile Integrity

A) Relay Panel Engineering Drawings: Only mechanical engineering drawings are included.

B) Payment:

- a. Payment terms are 100% net 30 days from invoice date.
- b. Payment Schedule for Projects over \$300,000 shall be as follows:

Project Phase:	Contracts over \$300,000
1. Receipt of Purchase Order	10%
2. Receipt of "For Construction" Drawings	30%
3. Delivery	60%

C) Taxes: Prices shown do not include sales or other taxes imposed on the sale of the goods.

D) Freight: F.O.B. freight costs to City of Lake Worth, FL are included in the prices shown.

E) Cancellation: With the placement of an Order, Buyer acknowledges that Seller would incur financial damages in the case of a cancellation of an Order and that Seller has the right to charge the Buyer for such damages as specified by the time schedule below.

- a. Schedule of Fees for Cancellation of Order:

Milestone	Cancellation Charge (% of P.O. value)
After Purchase Order is placed	10%
Receipt of "For Construction" Drawings and procurement start	30%
2 weeks after release for procurement	60%
4 weeks after release for procurement	100%

- b. Higher cancellation fees may be imposed on special or modified equipment up to the entire value of the Order.
- c. Payment of the cancellation fee is to be made within fifteen (15) days of cancellation.

F) Validity: This proposal is valid for acceptance within 90 days.



MADE IN THE UNITED STATES

KVA Inc. is a WBE Certified Corporation.

KVA Inc. 3307 Brushy Creek Rd. Greer, SC 29650 (864) 801-4430

EXECUTIVE BRIEF ELECTRIC UTILITY MEETING

AGENDA DATE: September 28, 2021

TITLE:

First Amendment to Task Order No. 5 with Power Engineers, Inc. to complete additional engineering design for the new Canal 8-Bay Distribution Substation

SUMMARY:

First Amendment to Task Order No. 5 authorizes Power Engineers Inc., to complete additional engineering design for the new Canal 8-Bay Distribution substation in the amount not to exceed \$64,788. This project has been identified as an element of the City's electric utility System Hardening and Reliability Improvement Project and for which bonds were sold in November 2020.

BACKGROUND AND JUSTIFICATION:

The City issued a Request for Qualifications (RFQ 18-303) to provide letters of interest and Professional Qualifications from consulting companies/firms for civil engineering, geotechnical engineering, surveying, architecture, hydrogeological services, energy management and engineering services. Power Engineers Inc., was one of three firms selected under the Energy Management category for the Continuing Contracts for Professional Services.

On April 27, 2021, the City Commission approved Task Order No. 5 with Power Engineers to complete engineering design and provide engineering support during construction for the new Canal 8-Bay Distribution Substation.

This First Amendment to Task Order No. 5 with Power Engineers is for additional engineering design services associated with Canal 8-Bay Distribution Substation. During design review of the 8-Bay Substation Package, design modifications impacting efforts in the substation physical general arrangement design, plan and section cut detail drawings, additional protection and control schematics/wiring and protection schemes relay settings were required. The plan revisions are associated with the 4MVAR controlled staged capacitor banks, moving the 26kV express feeder from the distribution bay to the main bus, addition of bus tie motor operated switches, drawing revisions associated with go-by drawing package provided and development of specifications for packaged substations. The additional work is to be completed concurrently with initial scope of services under Task Order No. 5 at a cost not to exceed \$64,788.

MOTION:

Move to approve/disapprove the First Amendment to Task Order No. 5 with Power Engineers, Inc., to complete additional engineering design services for Canal 8-Bay Distribution Substation in the amount not to exceed \$64,788 for Fiscal Years 2021 and 2022.

ATTACHMENT(S):

Fiscal Impact Analysis
First Amendment - TO#5

FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2021	2022	2023	2024	2025
Capital Expenditures	\$64,788	0	0	0	0
Operating Expenditures	0	0	0	0	0
External Revenues	0	0	0	0	0
Program Income	0	0	0	0	0
In-kind Match	0	0	0	0	0
Net Fiscal Impact	\$64,788	0	0	0	0
No. of Addn'l Full-Time Employee Positions	0	0	0	0	0

B. Recommended Sources of Funds/Summary of Fiscal Impact: Funds have been identified in account No. 421-6034-531-6315.

Account Number	Account Description	Project Number	FY21 Budget	Current Balance	Budget Transfer	Agenda Expenditure	Balance
421-6034-531-63.15	Improve Other than Build / Infrastructure	SH2113	\$6,500,000	\$3,530,295	\$0	\$64,788	\$\$3,465,507

FIRST AMENDMENT TO TASK ORDER NO. 05

Additional Engineering Services – Canal 8-Bay Distribution Substation

THIS FIRST AMENDMENT TO TASK ORDER No. 5 (“Amendment”) is made on _____, 2021, between the **City of Lake Worth Beach**, a Florida municipal corporation located at 7 North Dixie Highway, Lake Worth, Florida 33460 ("City") and **Power Engineers, Inc.**, a Florida corporation ("Consultant").

1.0 Project Description:

The City desires the Consultant to provide those additional services as identified herein and generally described as: **Additional scope of work and design for the Canal 8-Bay Distribution Substation** (the “Project”). The Project is described in the consultant’s project change request, dated September 2nd, 2021, and is attached hereto as **Exhibit “1”** and incorporated herein.

2.0 Scope

Under this Amendment, the Consultant will provide additional professional services to the City as detailed in the **Consultant's project change request attached hereto and incorporated herein as Exhibit "1"**. Additional services to be provided under this amendment include; Capacitor Bank Design, Express Feeder modifications, Bus Tie Motor Operated Switches, design revisions associated with original 7th Ave. N go-by package, develop Packaged Substation Specifications and bill of materials.

3.0 Schedule

The services to be provided under this Amendment shall be completed concurrently with the initial scope of work under Task Order No. 5. An additional **30** calendar days will be added to the overall project duration following the City's approval of this Amendment or the issuance of a Notice to Proceed.

4.0 Compensation

This Amendment is issued for a time and expense, not to exceed amount, of **\$64,788**. The attached proposal identifies all costs and expenses anticipated in the time and expense, not to exceed amount.

5.0 Project Manager

The Project Manager for the Consultant is Ivette Sanchez, phone: 407-341-6907; email: ivette.sanchez@powereng.com; and, the Project Manager on behalf of the City is Carl Turner, P.E.; with the Florida Municipal Power Agency, phone: 321-239-1054; email: Carl.Turner@fmpa.com; and the Project Manager for the City is David Martyniuk, phone: 561-586-1629; email: DMartyniuk@lakeworthbeachfl.gov

6.0 Progress Meetings

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

7.0 Limitation of Liability

The City agrees to limit CONSULTANT's liability, to the City and to those under contract with the City to perform the work under the scope of the Project, for insurable events arising from the CONSULTANT's performance under this Amendment to One Million Dollars (\$1,000,000.00). Except for the CONSULTANT's agreement and obligation to indemnify and hold harmless under the Agreement, the CONSULTANT's liability for non-insurable events including breach of contract shall not exceed \$64,788 under the proposed Amendment for this project.

8.0 Authorization

This Amendment is issued in compliance with the Consultants' Competition Negotiation Act, section 287.055, Florida Statutes, and pursuant to the Agreement for Professional Services between the City of Lake Worth and the Consultant, dated May 1st, 2018 ("Agreement" hereafter). If there are any conflicts between the terms and conditions of this Amendment and the Agreement, the terms and conditions of the Agreement shall prevail; however, the specific scope of services set forth in this Amendment shall take precedence over any other more general description of services.

REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK

IN WITNESS WHEREOF, the parties hereto have made and executed this Amendment on the day and year first above written.

CITY OF LAKE WORTH BEACH, FLORIDA

By: _____
Betty Resch, Mayor

ATTEST:

By: _____
Melissa Ann Coyne, CMC, City Clerk

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY:

APPROVED FOR FINANCIAL
SUFFICIENCY

By: _____
Glen J. Torcivia, City Attorney

By: _____
Bruce T. Miller, Financial Services Director

CONTRACTOR: **Power Engineers, Inc.**

By: Alan Sowell
Digitally signed by Alan Sowell
DN: cn=U.S. E=alan.sowell@powereng.com,
o=POWER Engineers, Inc., ou=VP Project
Management, cn=Alan Sowell
Date: 2021.09.13 12:30:37 -0400

[Corporate Seal]

Print Name: Alan Sowell

Title: 9/13/2021

STATE OF Florida)
COUNTY OF Orange)

THE FOREGOING instrument was acknowledged before me by means of physical presence or online notarization on this 13 day of September 2021, by Alan Sowell, as the VP Project Management [title] of **Power Engineers, Inc.**, a Florida Corporation authorized to do business in the State of Florida, who is personally known to me or who has produced _____ as identification, and who did take an oath that he or she is duly authorized to execute the foregoing instrument and bind the CONTRACTOR to the same.



[Signature]
Notary Public Signature

EXHIBIT "1"
(Consultants Project Change Request)

Project Change Request

PCR issue Date: 9/2/2021

PCR Number: 01

To: Paul Nicholas

PCR Revision No.: 1.0

Originator: Ivette Sanchez

PCR Name: City of Lake Worth Beach

Related PCN: NA

Project Number 171044

PCN Issue Date: NA

Project Name: CLWB-25kV Canal Substation

PCN Approval Date: NA

Developed By: Ivette Sanchez

Event/ Decision Justifying Change:

Design modifications and additional design requests impacting efforts in substation physical general arrangement design, plans and sections cuts details drawings, additional protection and control schematics/wiring, and protection schemes relay settings. Items include:

1. 4MVAR Controlled Staged Caps Bank connection to main 27kV Bus
2. Moving Express Feeder from distribution bay to main 27kV Bus
3. Bus Tie Motorized Operated Switches (MODs)
4. 7th Ave 27kV Station Go-Bys - Fixes and Redrawn of drawings
5. Develop Dis-Tran Specifications and BOM

Change Description:

1. 4MVAR Controlled Staged Caps Bank connection to main 27kV Bus

CLWB described the operation challenges encountered with MVARs deficiencies in the system. There is a need of an additional 3MVAR at the existing Canal Station. Capacitor banks are needed on the distribution side in the new Canal Distribution Substation. 4MVAR on each of the 4-bay 27kV main busses are initially required with a design to expand in the future. *Refer to Exhibit A for additional information dated 04/16/21.*

Original scope included one 27kV distribution feeder position to connect to capacitor bank via 35kV RMAG breaker. *Refer to pages 2-3 of 110-069 New Canal 8-Bay 25kV Distribution Station Proposal_04-08-21 dated 04/08/21.*

Current design entails the location of the 4MVAR Cap Bank in the existing distribution yard connecting to the main bus via UG duct.

Efforts for this task included:

- a. Research, evaluate and develop new specification with requirement of staged cap banks (\$7,638.00).
- b. Modification and additional physical design efforts including in the substation general arrangement layout and section cuts (\$5,800.00).
- c. Additional P&C design schematic design and wiring diagrams (\$5,510.00).
- d. Additional protection/control devices/schemes for relay settings (\$4,640.00).

Project Change Request

2. Moving Express Feeder from distribution bay to main 27kV Bus

The express feed needs to come in on the main 26.4kV bus because if it comes in on the bay then the 3 feeders adjacent to that bay will not get the reactor changes desired for short circuit control. *Refer to Exhibit A for additional information dated 04/16/21*

Original scope included one 27kV distribution feeder position to connect to 27kV express feed via 35kV RMAG breaker. *Refer to pages 2-3 of 110-069 New Canal 8-Bay 25kV Distribution Station Proposal_04-08-21 dated 04-8-21.*

Efforts for this task included:

- a. Modification and additional physical design efforts including in the substation general arrangement layout and section cuts (\$5,510.00).

3. Bus Tie Motorized Operated Switches (MODs)

Bus Tie Switches will be motorized operated. SCADA control for the MODs was brought up during RFI discussions and was not included in the original scope. *Refer to 170415 RFI #1 for additional information.*

Efforts for this task include:

- a. Additional P&C schematic design and wiring diagrams (\$5,510.00)
- b. Additional device settings to be developed (\$4,640.00)

4. 7th Ave 27kV Station Go-Bys - Fixes and Redrawn of drawings

As discussed previously, the reason for this is the drawing supplied to us was not drafted properly. Dimensions were not to scale, and 90 percent of the drafting was poor workmanship. Structures were not true to any centerline buses were not perpendicular to each other.

Original scope was to use 7th Ave. N drawings and modify for the new 8 bay substation with two transformers. Needed to revise the general layout and all the sections and check/verify all dimensions and re-draft all the drawings.

Efforts for this task include:

- a. Correct and redraw drawings (\$17,000.00)

5. Develop Dis-Tran Specifications and BOM

CLWB decided to use Dis-Tran to be the 27kV Distribution substation packager.

- a. Efforts for this task include:

Substation will need to create a structure and equipment specification and review Dis-Tran's drawings which is a scope change. Original scope submitted on 04/08/21 included Forty - Eight (48) hours for structure design which will be enough for review the 27kV structure drawings, BOM and structure calculations, but not cover the structure and equipment specification. This will shift that steel design (which we were going to use 7th Ave. N) from our scope of work to Dis-Tran. We would need to wait for reactions from Dis-Tran to complete foundation designs for the 27kv structures, but may be able to use what they did at 7th Ave. N in the meantime (\$8,040.00).

Project Change Request

Assumptions:

- None

Requested PCR Approval Date: 9/10/2021

Estimated Additional Cost:

Activities	Budget
1. 4MVAR Controlled Staged Caps Bank connection to main 27kV Bus	\$ 23,588.00
2. Moving Express Feeder from distribution bay to main 27kV Bus	\$ 5,510.00
3. Bus Tie Motorized Operated Switches (MODs)	\$ 10,150.00
4. 7th Ave 27kV Station Go-Bys - Fixes and Redrawn of drawings	\$ 17,500.00
5. Develop Dis-Tran Specifications and BOM	\$ 8,040.00
Total Change Order (\$)	\$64,788.00

Impact on Schedule:

None

Impact on Deliverables:

None

Potential Impacts to other Project(s)/Department(s):

None



Submitted by: Ivette Sanchez

Approved by: Paul Nicholas

Date: 9/2/2021

Date: _____

Disciplines Impacted (check appropriate boxes):

- | | | |
|--|-------------------------------------|--|
| <input type="checkbox"/> Project Mgmt. | <input type="checkbox"/> Electrical | <input type="checkbox"/> Environ. /ROW |
| <input type="checkbox"/> Project Control | <input type="checkbox"/> Controls | <input type="checkbox"/> POWER 360 |
| <input type="checkbox"/> Civil | <input type="checkbox"/> Substation | <input type="checkbox"/> Communications |
| <input type="checkbox"/> Structural | <input type="checkbox"/> Line | <input type="checkbox"/> Construction Mgmt. |
| <input type="checkbox"/> Mechanical | <input type="checkbox"/> Studies | <input type="checkbox"/> Testing and commissioning |
| <input type="checkbox"/> Other | | |

cc: